

# Napa County

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



## Agenda

**Tuesday, October 21, 2025**

**9:00 AM**

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

### **Board of Supervisors**

*Joelle Gallagher, District 1*

*Liz Alessio, District 2*

*Anne Cottrell, District 3*

*Amber Manfree, District 4*

*Belia Ramos, District 5*

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

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

**GENERAL INFORMATION**

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

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

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

**ON A MATTER ON THE AGENDA**

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

**ON A MATTER NOT ON THE AGENDA**

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

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

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

<https://www.napacounty.gov/1429/Meetings-Agendas-Calendar>

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](http://www.zoom.us/join) (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).
6. To listen or watch in Spanish, please visit <https://www.countyofnapa.org/3723/>

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

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

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](mailto:clerkoftheboard@countyofnapa.org).

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

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

[25-239](#)

**4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS****5. CONSENT CALENDAR****Agricultural Commissioner**

- A. Approve and authorize Agreement No. 170213B with the California Department of Food & Agriculture for a maximum of \$210,615 for the reimbursement of expenditures related to detection and exclusion of the Glassy-winged Sharpshooter. (Fiscal Impact: \$210,615 Revenue; General Fund; Budgeted; Mandatory)

[25-1741](#)

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

**Auditor-Controller**

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

[25-1803](#)

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

**Clerk of the Board**

- C. Approval of minutes from the October 7, 2025 & October 14, 2025 regular and special meetings. (No Fiscal Impact)

[25-705](#)

**Attachments:** [October 7, 2025](#)  
[October 14, 2025](#)

- D. Reappoint Elaine Paoli, for a fourth term, representing Current or Past User of IHSS category to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2027. (No Fiscal Impact)

[25-1737](#)

**Attachments:** [Paoli Application](#)

**Corrections**

- E. File the letter of expenditures of the Inmate Welfare Fund for Fiscal Year 2024-25, in compliance with Penal Code 4025. (No Fiscal Impact)

[25-1735](#)

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

**County Counsel**

- F.** Adopt a Resolution continuing the proclamation of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Discretionary) [25-1720](#)
- Attachments:** [Resolution](#)
- G.** Adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending various sections of Chapter 5.70 (Single-Use Plastic Bag Reduction) and Chapter 5.80 (Reusable Foodware and Waste reduction) of the Napa County Code. (No Fiscal Impact) [25-1792](#)
- Attachments:** [Ordinance](#)
- H.** Adopt an Ordinance amending Chapter 5.40 (Peddling and Soliciting) of the Napa County Code to conform to California Health and Safety Code requirements and to clarify the requirements. (No Fiscal Impact) [25-1793](#)
- Attachments:** [Ordinance](#)

**County Executive Office**

- I.** Accept and file the Annual Report of fees waived by various County departments during fiscal year 2024-25. (Fiscal Impact: \$151,396 Reduced Revenues; Various Funds; Budgeted; Discretionary) [25-1647](#)
- Attachments:** [Report](#)
- J.** Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) [25-1750](#)
- Attachments:** [Resolution](#)
- K.** Approve and authorize Agreement No. 260203B with Paragon Government Relations to provide federal legislative and regulatory advocacy services to the County. (Fiscal Impact: \$120,000 Expense; General Fund; Budgeted; Discretionary) [25-1764](#)
- Attachments:** [Agreement](#)

**Health and Human Services Agency**

- L.** Approve and authorize Agreement No. 260078B with California Housing Finance Authority for the term May 6, 2025 through June 30, 2026 for a contract maximum of \$1,264,000 to manage the Capitalized Operating Subsidy Reserve for the Hartle Court Supportive Housing Complex. (Fiscal Impact: \$1,264,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) [25-1508](#)
- Attachments:** [Agreement](#)

- M.** Adopt a Resolution authorizing joint application for and acceptance of the County Allocation Awards under the Transitional Housing Program Round 7, for an allocation of \$66,613, and Housing Navigation and Maintenance Program Round 4, for an allocation of \$38,278, for Fiscal Year 2025-2026 and authorizing the Director of Health and Human Services Agency to sign the Allocation Acceptance Forms from the California Department of Housing and Community Development. (Fiscal Impact: \$104,891 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary) [25-1694](#)

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

- N.** Terminate Agreement No. 170666B and approve and authorize Agreement No. 260123B with Progress Foundation, Inc., for Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of \$489,294 per fiscal year to provide supportive living services for seriously mentally ill clients. (Fiscal Impact: \$489,294 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) [25-1695](#)

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

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

- O.** Adopt a Resolution to amend the Table and Index of Classes, effective October 21, 2025, and appropriate personnel policies. (No Fiscal Impact) [25-1714](#)

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

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

- P.** Approve and authorize Agreement No. 260155B with AMS.Net for the purchase of call-in application software for a five-year term and an annual cost of \$666. (Fiscal Impact: \$666 Expense; Information Technology Services Fund; Budgeted; Discretionary) [25-1655](#)

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

#### **Library**

- Q.** Authorize out-of-country travel for Kelli Crouch, Librarian II, to attend the Guadalajara Book Fair in Guadalajara, Mexico, from November 30 through December 4, 2025. (Fiscal Impact: \$2,600 Expense; Library Fund; Budgeted, Discretionary). [25-1725](#)

**Napa Berryessa Resort Improvement District**

- R. Adopt a Resolution calling a Special Election on January 20, 2026 enabling voters to approve or reject Napa Berryessa Resort Improvement District Measure “A” establishing an annual Special Tax of \$1,560 on all parcels in the District with existing infrastructure available to connect to the water and sewer systems, and approving and submitting an argument in favor of Measure “A”. (Fiscal Impact up to \$15,000, NBRID Fund; Budgeted; Discretionary) [25-1708](#)
- Attachments:** [Resolution](#)  
[Exhibit A - Full Text of Proposed Ordinance](#)  
[Exhibit B - Proposed Argument in Favor of Measure](#)
- S. Approve a Budget Amendment to increase appropriations in the Napa Berryessa Resort Improvement District’s “USDA Res WTP,” Project 21072 budget by \$40,000; offset by a reduction in the “USDA Bond-Water Depr Res,” Project 16023 budget for the replacement of an eligible short-lived asset at the water treatment plant. (Fiscal Impact: \$40,000 Revenue and Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-1730](#)

**Napa County Housing Authority**

- T. Adopt a Resolution consolidating the Napa County Housing Authority’s donation policy with the Auditor-Controller’s procedure for the acceptance and disbursement of donations. (No Fiscal Impact) [25-1815](#)
- Attachments:** [Resolution](#)  
[Attachment A Policy Clean](#)  
[Attachment A Policy Redline](#)

**Public Works**

- U. Approve and authorize Agreement No. 260188B with TLCDA Architecture for a maximum of \$110,641 for design services for the “PBES Remodel Project,” PW 23-30 and approve a Budget Amendment. (Fiscal Impact: \$119,500 Expense; PBES-Planning Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-1234](#)
- Attachments:** [Agreement](#)

- V. Approve and authorize Amendment No. 2 to Agreement No. 240426B with GHD Inc. to increase the contract maximum amount from \$324,170 to \$494,910 to provide additional design and support services for the Deer Park Region Paving Project, RDS 25-02; and approve a Budget Amendment. (Fiscal Impact: \$200,000 Expense; Local Transportation Tax (T/U) Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-1246](#)
- Attachments:** [Agreement](#)  
[Budget Summary](#)
- W. Approve and authorize the creation of Project 26015 for the “2026 Annual Guardrail Repair, RDS 26-12”; and approve a Budget Amendment. (Fiscal impact: \$110,000, SB-1 Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-1700](#)
- Attachments:** [Budget Summary](#)
- X. Approve the Plans and Specifications for the “Napa Library Furniture Project,” PW 25-21, and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) [25-1724](#)
- Y. Approve the Plans and Specifications for the “Mt. St. Helena Tower Replacement Project,” PW 25-10, and authorization to advertise for sealed bids and opening of the bids at a time, date, and locations to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) [25-1746](#)
- Z. Approve and authorize Amendment No. 1 to Agreement No. 250353B with ADKO Engineering Inc, to increase the maximum compensation from \$348,447 to \$555,378 for the Rossi Bridge Project, RDS 25-25. (Fiscal Impact: \$206,931 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) [25-1747](#)
- Attachments:** [Agreement](#)  
[Budget Summary](#)



- AA.** Approve and authorize Amendment No. 3 to Lease Agreement No. 230234B with SkyserviceUS California LLC. (Skyservice); Amended and Restated Guaranty Agreement No. 230235B with ALIS 1A, LLC; and the Consent to the Deed of Trust between SkyserviceUS California, LLC and Royal Bank of Canada thereby allowing the Fixed Base Operator to financially encumber the leasehold estate at the Napa County Airport. (No Fiscal Impact) [25-1748](#)
- Attachments:** [Agreement](#)  
[Guaranty](#)  
[Lessor Consent](#)
- AB.** Adopt a Resolution granting the Director of Public Works authority to execute program supplement agreements, utility agreements, and right of way certifications with the California Department of Transportation. (No Fiscal Impact) [25-1752](#)
- Attachments:** [Resolution](#)
- AC.** Approve and authorize Amendment 2 to Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to increase the maximum compensation from \$106,866 to \$108,161 for fiscal years 2025/26 and 2026/27 and to update the scope of work to add fire sprinkler systems services at 1950 Airport Road. (Fiscal Impact: \$1,295 Expense; Airport Fund; Budgeted; Discretionary) [25-1757](#)
- Attachments:** [Agreement](#)
- AD.** Approve and authorize Amendment No. 5 to Agreement No. 230037B with HCI Services, Inc. to increase the maximum compensation from \$74,220 to \$86,202 for fiscal year 2025-26 and for the optional renewal term, to update the scope of work to add fire alarm services for the Replacement Jail and 1950 Airport Road and to reflect other changes in service needs at various County locations. (Fiscal Impact: \$11,982 Net Expense; Various Funds; Budgeted; Discretionary) [25-1758](#)
- Attachments:** [Agreement](#)
- AE.** Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [25-1763](#)  
[4/5 vote required]

- AF. Approve and authorize Amendment No. 1 to Agreement No. 240192B with Steele Canyon Campground Inc., for continued operation of the Steele Canyon Resort Area at Lake Berryessa until October 31, 2026, with an option to renew for one additional year. (Fiscal Impact: revenue estimated at \$20,000 per year; Lake Berryessa Concessions Fund; Budgeted; Discretionary) [25-1785](#)

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

#### Sheriff

- AG. Approve and authorize Agreement No. 260183B with Everbridge, Inc for the term November 1, 2025 to October 31, 2028, for emergency Alert and Warning communication services. (Fiscal Impact: \$46,099 Expense; General Fund; Budgeted; Mandatory) [25-1602](#)

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

#### 6. PUBLIC COMMENT

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

#### 7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

#### 8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

#### 9. PUBLIC HEARINGS

#### Housing & Community Services

- A. Conduct a public hearing to adopt a resolution accepting the Affordable Housing and Commercial Linkage Nexus Study and updating the affordable housing residential and nonresidential (commercial) impact fees with inclusion of an annual index adjustment. (Fiscal Impact: Unknown Revenue; Affordable Housing Fund; Not Budgeted; Discretionary) [25-1814](#)

**Attachments:** [Resolution](#)  
[Nexus Study](#)  
[Feasibility Analysis](#)

**10. ADMINISTRATIVE ITEMS****Human Resources – Division of CEO’s Office**

- A. Adopt a Resolution to approve a Total Tentative Agreement with the Deputy Sheriffs’ Association Law Enforcement and Law Enforcement Supervisory Units for the term October 1, 2025 through September 30, 2028, and salary increases in fiscal years 2025-2026, 2026-2027, and 2027-2028, and approve a Budget Amendment increasing Salaries and Benefits (Fiscal Impact: \$925,000 Expense; General Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-1743](#)

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

**Health and Human Services Agency**

- B. Receive a presentation from the Napa County Behavioral Health Board for their annual report covering Fiscal Year July 1, 2024 through June 30, 2025. (No Fiscal Impact) [25-1689](#)

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

**County Executive Office**

- C. Discuss and provide direction to staff regarding the consolidation of all local countywide elections to the Presidential election cycle, moving the elections of the positions of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector from the gubernatorial election cycle (next slated for June 2, 2026 [primary election], and November 5, 2025 [general election]) to the presidential election cycle (next slated for March 7, 2028 [primary election], and November 7, 2028 [general election]), thereby extending the terms of those offices one time by two years from expiring on January 5, 2027, to expiring on January 2, 2029. (No Fiscal Impact) [25-1739](#)

**11. PUBLIC HEARINGS (continued)****County Fire Department**

- A. 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 the County that are also within the American Canyon Fire Protection District. (No Fiscal Impact) [25-1618](#)

**Attachments:** [Resolution](#)  
[Fee Study](#)  
[Consumer Price Index](#)

**12. ADMINISTRATIVE ITEMS (continued)****Planning, Building and Environmental Services (PBES)**

- A. Receive a presentation on the status of the Watershed Information and Conservation Council, direct Staff to re-envision the role of the WICC and return with recommendations for discussion and direction. (No Fiscal Impact) [25-1436](#)

**County Executive Office**

- B. Adopt the County's proposed Five-Year Strategic Initiatives (2025-2030). (No Fiscal Impact) [25-1401](#)
- Attachments:** [Napa County Strategic Initiatives 2025](#)

**13. CLOSED SESSION**

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE [25-1811](#)  
(Government Code Section 54957)

**14. ADJOURNMENT****ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,  
NOVEMBER 18, 2025 AT 9:00 A.M.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, OCTOBER 16, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County  
Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-239

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

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**RECOMMENDATION**

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



Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1741

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**TO:** Board of Supervisors  
**FROM:** Tracy Cleveland - Agricultural Commissioner/Sealer of Weights & Measures  
**REPORT BY:** Jaspreet Faller - Staff Services Analyst  
**SUBJECT:** Renewal of revenue agreement with the California Department of Agriculture

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**RECOMMENDATION**

Approve and authorize Agreement No. 170213B with the California Department of Food & Agriculture for a maximum of \$210,615 for the reimbursement of expenditures related to detection and exclusion of the Glassy-winged Sharpshooter. (Fiscal Impact: \$210,615 Revenue; General Fund; Budgeted; Mandatory)

**BACKGROUND**

Agreement No. 170213B provides for reimbursement of costs associated with the Glassy-winged Sharpshooter (GWSS) program. GWSS has been determined to be an effective vector for Pierce's Disease which poses a significant and eminent threat to Napa County's grape and wine industries. This contract helps fund GWSS trapping, detection, and inspection of nursery plants coming to Napa County from GWSS infested counties.

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

Requested Action:

1. Approve and authorize Agreement No. 170213B with the California Department of Food & Agriculture for a maximum of \$210,615 for reimbursement of expenditures related to detection and exclusion of GWSS.

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes  
Is it currently budgeted? Yes  
Where is it budgeted? Agricultural Commissioner

Is it Mandatory or Discretionary?

Mandatory

Is the general fund affected?

Yes

Future fiscal impact:

There is no future fiscal impact past the stated ending date of September 30, 2026

Consequences if not approved:

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

### **ENVIRONMENTAL IMPACT**

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

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>24-0469-048-SF</b>

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

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

RECIPIENT'S NAME

**COUNTY OF NAPA**

2. The Agreement Term is: July 1, 2025 through September 30, 2026

3. The maximum amount of this Agreement is: \$210,615.37

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information	2 Page(s)
Recipient and Project Information	
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

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

**RECIPIENT**

RECIPIENT'S NAME (*Organization's Legal Name*)

**COUNTY OF NAPA**

Approved as to form:

*Ryan Fitzgerald*

September 23, 2025 / PL No. 139525

BY (*Authorized Signature*)

*[Signature]*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1710 Soscol Avenue, Suite 3, Napa, CA 94559

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (*Authorized Signature*)

*[Signature]*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

LA



## EXHIBIT A

### PRIME AWARD INFORMATION

Federal Agency:	USDA/APHIS/PPQ
Federal Award Identification Number:	AP25PPQFO000C011
Federal Award Date:	December 31, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$3,456,038.00
Effective Dates for CDFA:	October 1, 2024 through September 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The county will establish work plans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Michelle Pham	Name:	Tracy Cleveland
Division/Branch:	Pierce's Disease Control Program	Organization:	COUNTY OF NAPA
Address:	1220 N Street	Address:	1710 Soscol Avenue, Suite 3
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Napa, CA 94559
Phone:	(916) 900-5024	Phone:	707-253-4357
Email Address:	michelle.pham@cdfa.ca.gov	Email Address:	tracy.cleveland@countyofnapa.org

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Myrna Villegas	Name:	Jaspreet Faller
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Napa
Address:	1220 N Street	Address:	1710 Soscol Ave., Suite 3
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Napa, CA 94559
Phone:	(916) 530-0461	Phone:	707-253-4357
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	jaspreet.faller@countyofnapa.org

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

**4. RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

**5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.**

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

#### 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## **10. Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

## **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## **12. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## **13. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

#### **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

#### **15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

#### **16. Acceptable Failure to Perform**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

#### **17. Breach**

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
Legal Office of Hearing and Appeals  
1220 N Street  
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

#### **18. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

#### **19. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

#### **20. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

#### **21. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

#### **22. California State Auditor**

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

#### **23. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

#### **24. Closeout**

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

## **25. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

## **26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## **27. Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT C**  
**PAYMENT AND BUDGET PROVISIONS**

**1. Invoicing and Payment**

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

**2. Allowable Expenses and Fiscal Documentation**

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.



**4. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

#### 1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

#### 2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

#### 3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

#### 4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

#### 5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

## **6. Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

## **7. Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

## **8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

## **9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

## **10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

## **11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

## **12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

## **13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

## **14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

## **15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
  2. Makes efforts to commercialize the subject invention through patent or licensing;
  3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
  4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

**20. All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**PIERCE'S DISEASE CONTROL PROGRAM**

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR  
AND CONTACT INFORMATION**

**PRIMARY CONTACT:**

Name	Tracy Cleveland
Address	1710 Soscol Ave. Suite, 3
Phone	707-253-4357
Fax	[Primary Contact Fax]
Email	agcommissioner@countyofnapa.org

**ALTERNATE CONTACT (IF APPLICABLE):**

Name	Andre Napolitano
Address	1710 Soscol Ave. Suite, 3
Phone	707-253-4357
Fax	[Alternative Contact Fax]
Email	Andre.Napolitano@countyofnapa.org

## PIERCE'S DISEASE CONTROL PROGRAM

### WORKPLAN FOR FY 2025-2026 and 2026-2027 (Jul-Sep 2026)

#### NAPA COUNTY

The County agrees to perform the listed activities in order to:

- Implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) and other designated pests and diseases in Napa County and suppress or eradicate any populations as rapidly as possible.
- Ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas.

#### Designated Agency

The Napa County Department of Agriculture (County) is designated by the Napa County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Napa County PDCP Task Force (if applicable), and other interested parties in implementing this plan.

#### RESPONSIBILITIES

##### CDFA Responsibilities

The CDFA shall:

- Provide training on management practices at least one week prior to any activity occurring.
- Provide biological control program guidance and support to the County as favorable agents become available.
- Provide on-site expertise, as needed.
- provide the county Monthly Activity Report form online at: <https://secure.cdfa.ca.gov/egov/crs/login.aspx?ReturnUrl=%2fegov%2fcrs%2fDefault.aspx>

CDFA may conduct certain program activities which are normally the responsibility of the county in situations where the county cannot or chooses not to conduct those activities.

##### County Responsibilities

The County shall:

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Activities described in this workplan qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete tiering strategy checklists

for inspection, trapping, and treatment (if applicable) and ensure all activities follow the CDFA Management Practices and Mitigation Measures.

- Conduct a GWSS detection trapping program in accordance with GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- Upon discovery of a GWSS find in a non-infested area, promptly conduct all delimitation and intensive (property-by-property) surveys in the county in accordance with the GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus requirements, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits. The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Management Practices and Mitigation Measures. The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- In the event of an infestation, conduct treatments in accordance with the CDFA GWSS Treatment Protocol. Monitor nurseries within the infested area for compliance.
- Take any necessary enforcement action to ensure regulatory compliance.
- Coordinate with CDFA on any planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(g)(1). The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force (if applicable). Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
- Coordinate with CDFA on a training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(g)(2). The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
- Coordinate with CDFA to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(g)(5). The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
- Ensure that an adequate accounting system is in place and appropriate internal controls to track and maintain expenditures. The accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: [https://www.sco.ca.gov/Files-ARD-Local/asp\\_manual\\_2023\\_edition.pdf](https://www.sco.ca.gov/Files-ARD-Local/asp_manual_2023_edition.pdf). Counties are also

required to comply with Federal guidance, 2 CFR Part 200, which can be found at the following website: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

- Counties must submit invoices to PDCP at [cdfa.pdcp\\_inv@cdfa.ca.gov](mailto:cdfa.pdcp_inv@cdfa.ca.gov) no later than 30 calendar days after the end of the federal fiscal year (September 30, 2026) to initiate the close out process.
  - The invoice should be consistent with the budget, reflect actual expenditures for PDCP activities, and in the format provided in the template.
  - All employee salaries must be itemized at an hourly rate, not a salary range. Also, actual salary and benefit rates for all employees must be separated and not put into one total that combines both figures.
  - Totals must be rounded to the nearest cent, not the nearest dollar.
  - If there are no reportable hours in a given month, an invoice showing \$0 must be submitted for documentation purposes.
- Submit the county Monthly Activity Report on a monthly basis in accordance with the Monthly Activity Report Guidelines.
- Report expenditures and activity hours on a statement of expenditures on a monthly basis to allow PDCP to track county in-kind contributions for reimbursable activities once the funding for the agreement is exhausted. The statements of expenditures should be completed and submitted in the same manner as invoices.
- Submit a written request for an amendment to PDCP if new activities become necessary (delimitation or treatment, for example) that require additional funds and/or departure from the approved workplan. An amendment to this agreement must be awarded before new activities can commence.
- Upon request by CDFA, and in accordance with Federal regulations and policy, the county must complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (Form AD 1048) and return it to CDFA.



## ALLOWABLE COSTS

All costs must be associated with the PDCP.

### Personnel Services

- Permanent and Temporary Staff Salary and Benefits – Actual staff salary and benefits charged to the county for employees working on the PDCP program. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

Contracted employees need to be listed separately from agency staff and their salary and benefits cannot be factored in as part of the indirect billing for personnel services.

Personnel costs related to outreach and miscellaneous activities (F3 and F5 on the monthly activity report, respectively) must receive written prior approval from PDCP.

- Overtime – Overtime costs associated with the program.

### Operating Expenses

- General Expense – Costs associated with office and field supplies that are solely used for PDCP activities. Water purchased for employees is NOT reimbursable under this agreement.
- Postage – Costs associated with mailing materials.
- Communications – Costs associated with telephone/communication usage that are solely used for PDCP activities.
- Vehicle Expense – Costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).
- County, state, or federal vehicles – The county may charge vehicle costs on an actual cost basis or a mileage basis in lieu of actual costs incurred. However, both types of costs cannot be invoiced for the same vehicles.
- Mileage – mileage reimbursement covers gasoline, cost of maintenance, insurance, licensing and registration, and depreciation and all other costs associated with operation of the vehicle. Subject to change due to federal mileage rate change; effective January 1, 2025 the rates are:
  - County Vehicle – up to \$.70 per mile
- Leased vehicles – The county may only charge actual costs basis, including for fuel. The least expensive method should be used to secure a vehicle. Consult with Program prior to adding a leased vehicle to your budget.
- Travel – Costs associated with travel (per diem, airfare, car rental, etc.). Travel is only reimbursable if CDFA has requested/approved the travel.

- Treatment – Costs associated with treatment activities (employee time, pest control operator charges, etc.)
- Indirect Cost – Costs that are incurred for a common or joint purpose objectives that cannot be identified specifically with a particular project, program, or organizational activity. Typical indirect costs include but are not limited to administrative or clerical staff costs, rent, utilities and internet service, cellular and land-line telephone service, general office supplies, and insurance. Up to 25% of Personnel Services cost (includes salaries and staff benefits).

Any contracted employees cannot be factored in as part of the indirect billing for personnel services.

- Other – Specifically detailed costs not otherwise addressed above.

### **ENFORCEMENT OPTIONS AND AUTHORITIES**

The Pierce’s Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5 in Title 3 of the California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is covered in Sections 6045, 6046, and 6047 of the Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (FAC Section 5309).
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (FAC Section 5027). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation (FAC Sections 5310 and 5311).
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation (FAC Section 5028(c)).
- It is unlawful to sell any nursery stock without a valid nursery license (FAC Section 6721). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply

with all laws and regulations relative to any pest that might be carried by nursery stock (FAC Section 6761).

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection (“blue tag”) or a valid nursery stock certificate (FAC Sections 6922 and 6923). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (FAC Section 6968). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (FAC Section 6927).

Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold for Inspection certificate (FAC Section 6505). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by (FAC Section 6925 and 6926).

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (FAC Sections 5030 and 5031).
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (FAC Section 5721; 3 CCR Sections 3060.2, 3060.4 and 3660). Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (FAC Section 5208).
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (FAC Section 5705).
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment (FAC Section 6521). The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the

officer specifies (FAC Section 6522). Similarly, a warning hold may be placed on a shipment entering the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (FAC Section 6303).

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (FAC Section 5701). It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (FAC Sections 5401 and 5402).

### **STANDARDS AND RESTRICTIONS**

This workplan does not include any variations from the standards set by law. If the Napa County Department of Agriculture (County) and the Napa County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

### **LOCAL APPEAL PROCESS**

Pursuant to Section 3651(c)(3) in Title 3 of the California Code of Regulations, the Napa County Department of Agriculture's PDCP Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

**Napa County**

	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>Budget Total</b>
<b>Survey/Inspection Total</b>	\$170,207.94	\$40,407.43	\$210,615.37
<b>Budget Total</b>	<b>\$170,207.94</b>	<b>\$40,407.43</b>	<b>\$210,615.37</b>

This budget is dependent on CDFA receiving a federal award from USDA APHIS for Federal Year 2026 (October 1, 2025 - September 30, 2026). Prior approval from CDFA is required before funds are spent in Federal Year 2026.

**PIERCE'S DISEASE CONTROL PROGRAM**

**FY 2025-26 BUDGET**

County: NAPA

**SURVEY/INSPECTION ACTIVITIES**

**\*PERSONNEL SERVICES**

<b>Permanent Staff</b>	<b>Hourly</b>	<b>Number of</b>	<b>Salary</b>	<b>Benefit</b>	<b>Benefit</b>	<b>Total</b>
ASSW II	\$41.02	375	\$15,382.50	50%	\$7,691.25	\$23,073.75
Ag/W&M Inspector I-III	\$54.78	200	\$10,956.00	50%	\$5,478.00	\$16,434.00
Ag/W&M Inspector IV	\$59.12	250	\$14,780.00	50%	\$7,390.00	\$22,170.00
Deputy Ag Commissioner	\$69.50	250	\$17,375.00	50%	\$8,687.50	\$26,062.50
<b>Total Permanent</b>		1075	\$58,493.50		\$29,246.75	\$87,740.25
<b>Temporary Staff</b>						
ASSW II Extra Help	\$34.62	1050	\$36,351.00	10%	\$3,635.10	\$39,986.10
<b>Total Temporary</b>		1050	\$36,351.00		\$3,635.10	\$39,986.10
<b>Overtime</b>						
Classification A	\$0.00	0	\$0.00	0%	\$0.00	\$0.00
Classification E	\$0.00	0	\$0.00	0%	\$0.00	\$0.00
<b>Total Overtime</b>		0	\$0.00		\$0.00	\$0.00
<b>Total Personnel Services</b>		2125	\$94,844.50		\$32,881.85	\$127,726.35

**OPERATING EXPENSES**

**General Expense/Supplies**

Office/Field Supplies						\$750.00
Postage						\$0.00
Communication						\$0.00
<b>**Vehicle Expense</b>	<b>Rate</b>	<b>Miles</b>				
County	0.700	14,000				\$9,800.00
State	0.285	0				\$0.00
	<b>Monthly</b>	<b>Total</b>	<b>Months</b>			
Lease vehicles	0.00	0	-			\$0.00
Gasoline for leased vehicle						\$0.00
<b>Travel</b>	<b>Airfare</b>	<b>Rental Car</b>	<b>Per Diem</b>	<b>Other</b>		
Event A (Date(s))	-	-	-	-		\$0.00
<b>Indirect Cost</b>	25%					\$31,931.59
<b>Total Operating Expenses</b>						<b>\$42,481.59</b>
<b>Total Survey/Inspection Activities</b>						<b>\$170,207.94</b>

\*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

\*\*Subject to change due to federal mileage rate changes.

**PIERCE'S DISEASE CONTROL PROGRAM**  
**FY 2026-27 (JUL-SEP 2026) BUDGET**  
**County: NAPA**

**SURVEY/INSPECTION ACTIVITIES**

**\*PERSONNEL SERVICES**

<b>Permanent Staff</b>	<b>Hourly</b>	<b>Number of</b>	<b>Salary</b>	<b>Benefit</b>	<b>Benefit</b>	<b>Total</b>
ASSW II	\$42.46	95	\$4,033.70	50%	\$2,016.85	\$6,050.55
Ag/W&M Inspector I-III	\$56.70	60	\$3,402.00	50%	\$1,701.00	\$5,103.00
Ag/W&M Inspector IV	\$61.19	50	\$3,059.50	30%	\$917.85	\$3,977.35
Deputy Ag Commissioner	\$71.93	30	\$2,157.90	30%	\$647.37	\$2,805.27
<b>Total Permanent</b>		235	\$12,653.10		\$5,283.07	\$17,936.17
<b>Temporary Staff</b>						
ASSW II Extra Help	\$35.83	290	\$10,390.70	10%	\$1,039.07	\$11,429.77
<b>Total Temporary</b>		290	\$10,390.70		\$1,039.07	\$11,429.77
<b>Overtime</b>						
Classification A	\$0.00	0	\$0.00	0%	\$0.00	\$0.00
Classification E	\$0.00	0	\$0.00	0%	\$0.00	\$0.00
<b>Total Overtime</b>		0	\$0.00		\$0.00	\$0.00
<b>Total Personnel Services</b>		525	\$23,043.80		\$6,322.14	\$29,365.94

**OPERATING EXPENSES**

**General Expense/Supplies**

Office/Field Supplies						\$200.00
						\$0.00
						\$0.00
Postage						\$0.00
Communication						\$0.00
<b>**Vehicle Expense</b>	<b>Rate</b>	<b>Miles</b>				
County	0.700	5,000				\$3,500.00
State	0.285	0				\$0.00
	<b>Monthly</b>	<b>Total</b>	<b>Months</b>			
Lease vehicles	0.00	0	-			\$0.00
Gasoline for leased vehicle						\$0.00
<b>Travel</b>	<b>Airfare</b>	<b>Rental Car</b>	<b>Per Diem</b>	<b>Other</b>		
Event A (Date(s))	-	-	-	-		\$0.00
<b>Indirect Cost</b>	25%					\$7,341.49
<b>Total Operating Expenses</b>						<b>\$11,041.49</b>
<b>Total Survey/Inspection Activities</b>						<b>\$40,407.43</b>

\*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

\*\*Subject to change due to federal mileage rate changes.

## Attachment 2 - Summary of Management Practices, Mitigation Measures, and Other PEIR Requirements

Requirement	Description
<b><i>General Requirements</i></b>	
Conduct activity as described in Chapters 2 and 3 of PEIR	Activities covered by the PEIR are described in PEIR Chapters 2 and 3. Activities must be implemented in accordance with these descriptions, unless an Addendum or tiered CEQA document has been prepared pursuant to Part B of the Tiering Strategy.
Include applicable PEIR requirements in Compliance Agreements with growers, based on the activities the growers may conduct in response to quarantine	When a regulated entity (e.g., grower) wishes to ship host material outside of an established quarantine area, CDFA and the regulated entity enter into a Compliance Agreement to ensure the orderly marketing of regulated hosts or articles. The Compliance Agreement must include any relevant PEIR requirements, such as descriptions of authorized chemical treatments, protective measures related to special-status species, MPs, applicable PEIR mitigation measures, etc.
Obtain technical assistance from the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife	<p>CDFA designs its pest eradication protocols to meet or exceed recommendations from USFWS and the California Department of Fish and Wildlife (CDFW) concerning special-status species and sensitive natural communities (as defined in Section 6.3, Biological Resources). CDFA also coordinates with NMFS to address control programs for non-native pest outbreaks that may impact species under their jurisdiction (i.e., ocean coastlines or streams that empty into the ocean). Under the existing Statewide Program, no impacts on special-status species or sensitive natural communities have been identified from pest management activities to date.</p> <p>Under the Proposed Program, CDFA would continue to coordinate with USFWS, NMFS, and CDFW to avoid “take” of threatened and endangered species and to minimize adverse environmental impacts on other special-status species and sensitive natural communities. Prior to making the decision to treat, CDFA would consult the California Natural Diversity Database (CNDDDB) for special-status species previously reported inside or in close proximity to the treatment area boundaries, as well as check for the potential for presence of special-status species habitat and/or sensitive natural communities. CDFA would report the results to USFWS, NMFS, and/or CDFW. CDFA, in conjunction with the county agricultural commissioner, would provide USFWS, NMFS, and/or CDFW with maps showing the proposed treatment areas and identifying the treatment activity. CDFA would develop measures to avoid adverse environmental impacts on these resources and would notify USFWS, NMFS, and/or CDFW (depending on the potentially affected species) of pest control activities and the protective measures proposed for use. If any of these wildlife agencies responded to CDFA with a conclusion that the proposed activities would pose potential for “take” of threatened or endangered species, or other special-status species, CDFA would coordinate further with these agencies regarding the appropriate measures to avoid</p>



Requirement	Description
	<p>impacts.</p> <p>The presence of special-status species or sensitive natural communities may require treatment regimen alterations so that take of the species, or adverse modification of sensitive natural communities, would not occur. Treatment plans are designed so that “take” of special-status species would not occur. This may mean that a section of riparian area would be treated only partially (e.g., no insecticides sprayed on trees above a certain height level so that no drift would occur into the associated waterbody) or no treatment would occur at all, however, this would likely lead to full establishment of the invasive pest.</p>
<b>Management Practices</b>	
<p>MP-SPRAY-1: Conduct a Site Assessment</p>	<ul style="list-style-type: none"> <li>▪ Verify site to be treated.</li> <li>▪ Take note of site conditions, such as soil texture, slope, water bodies, host plants, irrigation, and storm drains.</li> <li>▪ Identify and make plans to avoid streamside management areas and surface water.</li> <li>▪ Consider integrated pest management methods designed to minimize the scale and number of pesticide applications. Consider multiple measures such as sterile release, host removal, and bait stations.</li> <li>▪ Choose the least persistent and lowest toxicity pesticide that will efficaciously treat the target pest.</li> </ul>
<p>MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities</p>	<ul style="list-style-type: none"> <li>▪ Calibrate spray equipment per label instructions.</li> <li>▪ Perform equipment screening tests and tank sampling when appropriate.</li> <li>▪ Use dedicated specific equipment for specific products when appropriate.</li> <li>▪ Ensure equipment is cleaned properly per the manufacturer’s specifications and any pesticide label directions.</li> <li>▪ Select the appropriate nozzle to ensure proper coverage.</li> <li>▪ Maintain an equipment log to track calibration, cleaning, and repairs.</li> <li>▪ Conduct visual inspections of equipment before use. Check all equipment for leaking hoses, connections, and nozzles.</li> <li>▪ Monitor the operation of the nozzles during the application.</li> <li>▪ Request county agricultural commissioner pesticide use enforcement inspections and monitoring of applications.</li> <li>▪ Discontinue use immediately if equipment malfunctions or fails to pass screening tests.</li> </ul>
<p>MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.</p>	<ul style="list-style-type: none"> <li>▪ Comply with Pesticide label.</li> <li>▪ Require employees who supervise the handling and application of pesticides to maintain a Qualified Applicator License issued by CDPR.</li> <li>▪ Be aware of any regulations or internal procedures before application.</li> <li>▪ Use appropriate application methods and rates.</li> </ul>

Requirement	Description
	<ul style="list-style-type: none"> <li>▪ Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.</li> <li>▪ Provide annual safety training for all treatment personnel.</li> </ul>
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	<ul style="list-style-type: none"> <li>▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour.</li> <li>▪ Check weather service prior to application. Delay or do not apply foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.</li> </ul>
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	<ul style="list-style-type: none"> <li>▪ Use buffer zones where applicable to protect sensitive areas, such as bodies of water, critical habitat for threatened and endangered species, and other identified sensitive areas.</li> <li>▪ Use low pressure application equipment if applicable.</li> <li>▪ Use “bait station” application methods when possible.</li> </ul>
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	<ul style="list-style-type: none"> <li>▪ Rinse equipment according to manufacturer’s label instructions.</li> <li>▪ Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.</li> <li>▪ Dispose of surplus chemicals and containers according to label instructions.</li> </ul>
MP-SPRAY-7: Follow appropriate product storage procedures	<ul style="list-style-type: none"> <li>▪ Ensure proper storage of all pesticides per label instructions.</li> <li>▪ Ensure all pesticides removed from their original container are properly sealed for use within a service container.</li> <li>▪ Seal all service containers within a tool box.</li> <li>▪ Lock tool boxes when unattended.</li> </ul>
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	<ul style="list-style-type: none"> <li>▪ Do not make direct application to water bodies.</li> <li>▪ Use dripless nozzles if available.</li> <li>▪ Verify the calibration of the contractor’s spray equipment before the start of each treatment campaign.</li> <li>▪ Make sure that the aircraft pilot is in radio communication with Proposed Program personnel on the ground, to verify wind speed and direction and location of non-target sites, including water bodies, people, vehicles, and buildings.</li> <li>▪ Supervise mixing and loading of the aircraft.</li> </ul>
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	<ul style="list-style-type: none"> <li>▪ Avoid direct applications to water bodies unless the material is registered for such use.</li> <li>▪ Maintain a 30-foot buffer around water bodies per NPDES permit.</li> <li>▪ Use dripless nozzles or fan-type nozzles at low psi if applicable.</li> <li>▪ When using a blower boom, direct the blower boom to the precise angle needed to treat host plants.</li> <li>▪ Ensure the spray boom is equipped with an electric on/off switch to treat the precise target areas where host plants occur.</li> <li>▪ Monitor wind conditions. Delay or do not apply foliar sprays if</li> </ul>

Requirement	Description
	<p>wind speeds are over 10 miles per hour.</p> <ul style="list-style-type: none"> <li>▪ Perform ground-rig foliar treatments at low pressure, to reduce the quantity of fine droplet particles where applicable.</li> <li>▪ Allow only staff or private entities under contract that are appropriately trained and licensed to perform ground-rig spot treatments.</li> <li>▪ Check weather service prior to application. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.</li> </ul>
<p>MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures</p>	<ul style="list-style-type: none"> <li>▪ Avoid direct applications to water bodies unless material is registered for such use.</li> <li>▪ Maintain a 30-foot buffer from water bodies per NPDES permit.</li> <li>▪ Use dripless nozzles where applicable.</li> <li>▪ Direct the nozzle at the target to minimize drift.</li> <li>▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour.</li> <li>▪ Allow only trained staff to perform backpack spot treatments.</li> <li>▪ Monitor weather conditions. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur in the next 24 hours.</li> </ul>
<p>MP-GROUND-3: Train personnel in proper use of pesticides</p>	<ul style="list-style-type: none"> <li>▪ Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.</li> <li>▪ Require employees who supervise the handling and application of pesticides maintain a Qualified Applicator Certificate, issued by CDPH or have a County License for Pesticide Regulation.</li> <li>▪ Contractors will be appropriately trained and licensed.</li> </ul>
<p>MP-GROUND-4: Enforce runoff and drift prevention</p>	<ul style="list-style-type: none"> <li>▪ Carefully monitor and evaluate weather conditions within potential treatment areas to determine the effectiveness of control applications immediately before deciding whether to proceed with a treatment and during the course of a treatment.                             <ul style="list-style-type: none"> <li>○ Monitor weather conditions before and during applications</li> <li>○ Comply with NPDES Permit.</li> </ul> </li> </ul>
<p>MP-HAZ-1: Implement a Spill Contingency Plan</p>	<ul style="list-style-type: none"> <li>▪ Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.</li> <li>▪ Be prepared to respond to pesticide spills.</li> <li>▪ Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.</li> <li>▪ Use established protocols in determining the appropriate action in the event of an accidental crash of a spray rig, tanker, or aircraft.</li> <li>▪ Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.</li> </ul>

Requirement	Description
	<ul style="list-style-type: none"> <li>▪ Call an ambulance in the event of a spill involving severe personal injury.</li> <li>▪ Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.</li> <li>▪ Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.</li> <li>▪ Do not leave injured or incapacitated persons until proper medical assistance arrives.</li> <li>▪ Provide a pesticide label and/or material safety data sheet for medical personnel.</li> <li>▪ For any spill incident, contact the California State Warning Center/Governor’s Office of Emergency Services at 916-845-8911 or <a href="mailto:warning.center@oes.ca.gov">warning.center@oes.ca.gov</a>.</li> <li>▪ Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.</li> <li>▪ Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.</li> <li>▪ Call local police or the county sheriff for a spill occurring off-road.</li> <li>▪ Stop the leak and contain the spill of a punctured tank.</li> <li>▪ For minor spills of 50 gallons or less:             <ul style="list-style-type: none"> <li>○ Wear rubber boots, coveralls, rubber gloves, and eye protection.</li> <li>○ Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.</li> <li>○ Shovel contaminated material into a leak-proof container.</li> <li>○ Do not hose down the area.</li> <li>○ Work carefully and safely; do not hurry.</li> <li>○ Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.</li> </ul> </li> <li>▪ For major spills of 50 gallons or more:             <ul style="list-style-type: none"> <li>○ Follow the steps listed for all above and include the additional number below.</li> <li>○ If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.</li> </ul> </li> </ul>
<p>MP-HAZ-2: Use a safety and cleanup materials checklist</p>	<ul style="list-style-type: none"> <li>▪ Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:             <ul style="list-style-type: none"> <li>○ For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.</li> <li>○ For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several</li> </ul> </li> </ul>

Requirement	Description
	bags of “kitty litter” or other absorbent materials.
MP-HAZ-3: Implement decontamination	<ul style="list-style-type: none"> <li>▪ Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.</li> <li>▪ Shovel contaminated material into a leak-proof metal drum for final disposal.</li> </ul>
MP-HAZ-4: Follow appropriate disposal procedures	<ul style="list-style-type: none"> <li>▪ Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.</li> <li>▪ Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I landfill.</li> </ul>
<b>Mitigation Measures</b>	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	<p>CDFA shall identify any suitable habitat for special-status wildlife species identified as having potential to (1) occur in the region and (2) be affected by the treatment scenario in question. Suitable habitat may consist of aquatic or terrestrial foraging habitat. If such habitat exists, CDFA would prepare treatment plans that will avoid or minimize substantial adverse effects on special-status species and submit them to USFWS, CDFW, and NMFS for review. This may be done on a project-specific basis (for individual applications) or for an entire quarantine area.</p> <p>Treatment plan measures may include modifications in the timing, locations, and/or methods for chemical treatments on a case-by-case basis, including establishment of site-specific buffers. The technical assistance process has been designed so that no “take” authorization will be needed.</p> <p>The treatment plan requirements will be provided to those implementing the treatments. In the case of quarantines, the requirements will be attached to the compliance agreement between CDFA and those individual growers affected by the requirements (e.g., those who may treat in proximity to suitable habitat for special-status species).</p> <p>CDFA shall document the results of the USFWS, CDFW, and NMFS coordination, and shall maintain records of compliance with the measures to protect special-status species.</p>
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials	If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program,

<b>Requirement</b>	<b>Description</b>
Records Search before Beginning Proposed Program Activities at a Given Site	CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	<p>CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application.</p> <p>In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.</p> <p>As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.</p>
Mitigation Measure HAZ-CHEM-3:	CDFA shall require Proposed Program staff and contractors to conduct

<b>Requirement</b>	<b>Description</b>
<p>Require Compliance with the Proposed Program’s Authorized Chemical Application Scenarios</p>	<p>chemical applications in a manner consistent with the Proposed Program’s authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:</p> <ol style="list-style-type: none"> <li>(1) An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or</li> <li>(2) A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.</li> </ol> <p>When methyl bromide is used, appropriate air sampling and analysis by a qualified professional will be done for the fumigation worker and fumigation downwind bystander to evaluate the effectiveness of BMPs related to subchronic and chronic exposure.</p> <p>The results of the evaluation or hygienist’s conclusions will be documented, along with any monitoring results.</p> <p>CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.</p>
<p>Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime</p>	<p>For activities that exceed the applicable nighttime noise criteria at the nearest sensitive receptor, activity operations will be scheduled to occur during the day (between 6 a.m. and 10 p.m.).</p>
<p>Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate</p>	<p>CDFA will track whether new applicable numerical water quality standards have been adopted. If new numerical thresholds are established, CDFA will evaluate whether the estimated concentrations modeled in the Ecological Risk Assessment exceed the adopted standard. In these cases, Impact WQ-CHEM-4 or WQ-CHEM-5 would apply (including implementation of appropriate MPs as described in those impacts), and Mitigation Measure WQ-CHEM-4 would be implemented related to quarantine activities.</p>
<p>Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance</p>	<p>For quarantine areas where chemicals may be used that were modeled to exceed standards, or where impaired waterbodies exist which could be affected by Proposed Program chemical use, CDFA shall include a</p>

<b>Requirement</b>	<b>Description</b>
Agreements	requirement in compliance agreements that regulated entities (e.g. growers) are to implement relevant Proposed Program MPs, or shall show proof that participation in the Ag Waivers Program or another program to protect water quality contains measures which are equivalent to or more protective than the Proposed Program MPs.
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	Before conducting a treatment or implementing a quarantine, CDFA shall identify whether a treatment location or quarantine area contains or is in proximity to any waterbodies impaired for relevant pesticides, pesticides in general, or toxicity. For those treatments where impaired waterbodies are present, CDFA shall implement relevant Proposed Program MPs. For quarantines where impaired waterbodies exist, CDFA shall implement Mitigation Measure WQ-CHEM-5.





**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1803

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**TO:** Board of Supervisors  
**FROM:** Tracy Schulze, Auditor-Controller  
**REPORT BY:** Christine Hernandez, Deputy Auditor-Controller  
**SUBJECT:** Donations Report for the Quarter Ended September 30, 2025

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### **RECOMMENDATION**

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

### **BACKGROUND**

On July 29, 2025, the Napa County Board of Supervisors (Board) adopted Resolution No. 2025-80, which consolidated, updated, and in part superseded Napa County Resolutions Nos. 99-56, 05-40, 06-120, and 08-171. The consolidated resolution delegates authority to accept donations to Department Managers, Department Heads, and the Board, as appropriate.

Pursuant to the resolution, the Auditor-Controller is responsible for compiling, on behalf of the Board, a quarterly report summarizing donations received by County departments. Each department provides data describing the source and value of donations received during the reporting period. The Auditor-Controller then aggregates and submits this information to the Board at least quarterly.

The Internal Audit Division of the Auditor-Controller's Office (Internal Audit) has prepared the attached report based on department-submitted data, a review of Board agenda items approving donations, and deposits recorded to the County's general ledger. Internal Audit believes this report accurately reflects all donations received during the quarter.

For the quarter ended September 30, 2025, Napa County departments reported total cash and non-cash donations in the amount of \$31,526. A breakdown of all known donations is included in the attached correspondence and **Table A**.

**Requested Action:** Accept and file the report.

**FISCAL IMPACT**

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

**ENVIRONMENTAL IMPACT**

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



A Tradition of Stewardship  
A Commitment to Service

**Auditor-Controller**

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

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

**Tracy A. Schulze**  
Auditor-Controller

October 9, 2025

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

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

Cash Donations Reported to Auditor Controller's Office	\$	13,708
Cash Donations Reported to BOS		13,746
<b>Total Quarterly Cash Donations Reported</b>	<b>\$</b>	<b>27,454</b>
<b>Total Non-Cash Donations Reported to Auditor Controller's Office</b>	<b>\$</b>	<b>4,072</b>
<b>Total Quarterly Donations Reported</b>	<b>\$</b>	<b>31,526</b>

Respectfully,

A handwritten signature in blue ink that reads "Tracy A. Schulze".

Tracy A. Schulze  
Auditor-Controller

**Table A**  
**Donations Reporting**  
For the Quarter Ended September 30, 2025

<b>Donations Reported to Auditor-Controller's Office</b>	<b>Amount</b>
Animal Shelter	\$ 13,600
County Library	108
Subtotal	13,708
<b>Donations Greater than \$10,000 Requiring Board Approval</b>	
Sheriff Department	
BOS Agenda # 25-1384 September 9, 2025	13,746
Subtotal	13,746
<b>Total Cash Donations Reported for Quarter Ended September 30, 2025</b>	<b>\$ 27,454</b>
<b>Non-Cash Donations Reported for Quarter Ended September 30, 2025</b>	
Animal Shelter	
Donation of Pet Food	1,360
Napa County Housing Authority	
Bike Racks & Grills for the Farmworker Centers	2,712
Subtotal	4,072
<b>All Known Donations Reported for Quarter Ended September 30, 2025</b>	<b>\$ 31,526</b>



Napa County  
Board Agenda Letter

1195 THIRD STREET  
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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-705

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**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

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**RECOMMENDATION**

Approval of minutes from the October 7, 2025 & October 14, 2025 regular and special meetings. (No Fiscal Impact)



## Meeting Minutes

### Napa County Board of Supervisors

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

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

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

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Tuesday, October 7, 2025

9:00 AM

Board of Supervisors Chambers  
1195 Third Street, Third Floor

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1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

**Vice-Chair Amber Manfree led the assembly in the Pledge of Allegiance.**

3. PET OF THE WEEK

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

[25-238](#)

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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



- A. Presentation of a Proclamation recognizing October 2025 as “Domestic Violence Awareness Month” in Napa County. (No Fiscal Impact) [25-1691](#)

**Supervisor Liz Alessio presented the proclamation.**

**NEWS Executive Director Tracy Lamb received the proclamation and made presentation.**

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

5. CONSENT CALENDAR

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

Auditor-Controller

- A. Accept and instruct the Clerk of the Board to file the annual Compliance Review of the Proximity Workforce Housing Assistance Program for the period of July 1, 2024 - June 30, 2025. (No Fiscal Impact) [25-1642](#)

Clerk of the Board

- B. Approval of minutes from the September 23, 2025 regular meeting and September 29, 2025 special meetings. (No Fiscal Impact) [25-98](#)

County Counsel

- C. Approve a sole source with BTR Consulting LLC., due to the unique specialized nature of the firm’s work, and delegate signing authority to County Counsel to approve Agreement No. 260180B to assist County Counsel in providing legal guidance to the Department of Corrections. (Fiscal Impact: \$90,000 Expense; General Fund; Budgeted; Discretionary) [25-1736](#)

**Enactment No: A-260180B**

County Executive Office

- D. Approve and authorize Agreement No. 260143B with Stericycle, Inc. with a term ending October 6, 2030, and a maximum compensation of \$55,000 annually to perform confidential material shredding and disposal services. (Fiscal Impact: \$55,000 Expense; General Fund; Budgeted; Discretionary) [25-1565](#)

**Enactment No: A-260143B**

- E. Approve and authorize Agreement No. 260179B with Napa Valley Transportation Agency to provide support services at cost. (Fiscal Impact: \$190,000 Revenue; General Fund and ITS Fund; Budgeted; Discretionary) [25-1713](#)

**Enactment No: A-260179B**

- F. Adopt a Resolution to continue a local emergency due to the Pickett Fire affecting the area of unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin. (Fiscal Impact Unknown; Mandatory) [4/5 vote required] [25-1729](#)

**Enactment No: R-2025-107**

#### County Fire Department

- G. Approve a Budget Amendment to increase the Fire Operations Capital Assets appropriation by \$12,000 to complete a manufacturer modification in the new Type 6 emergency vehicle that was not included in the original capital asset request of \$347,062 for a new total of \$359,062. (Fiscal Impact \$12,000 Expense; Fire Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-1525](#)

#### Housing & Community Services

- H. Approve and authorize Amendment No. 5 to Agreement 170266B with Bitfocus, Inc. changing the contract maximum from \$255,242 to \$248,190 for the term of July 1, 2025 through June 30, 2026 and each automatic renewal thereafter, to maintain the number of licenses for users of the Homeless Management Information System (HMIS) and provide HMIS Community Administration Services. (Fiscal Impact: \$7,052 Expense reduction; Housing & Community Services Fund; Budgeted; Discretionary) [25-1574](#)

**Enactment No: A-170266B Amend. 5**

#### Library

- I. Approve and authorize Amendment No. 3 to Agreement No. 210369B with Innovative Interfaces Inc.; Amendment No. 2 to Agreement No. 220018B with Unity Courier Service, Inc.; and Agreement No. 260116B with St. Helena Public Library for services related to the Integrated Library System. (Fiscal Impact: \$100,000 Reduced Expense; Library Fund; Budgeted; Discretionary) [25-1343](#)

**Enactment No: A-210369B Amend. 3; A-220018B Amend. 2; A-260116B**

## Napa Berryessa Resort Improvement District

- J. Adopt a Resolution authorizing the District Engineer or Public Works Director to submit applications and execute documents for and on behalf of the District related to receiving financial assistance from Cal OES, including FEMA Disaster Relief Declaration No. 4683 for the January 2023 winter storm damage. (No Fiscal Impact) [25-1407](#)
- Enactment No: R-2025-05 (NBRID)**

## Napa County Housing Authority

- K. Approve and authorize Amendment No. 3 to Agreement No. 250009B (NCHA) with Environment Aqua, Inc. to increase the contract maximum from \$29,267 in Fiscal Year 2025-2026 for water treatment services. (Fiscal Impact: \$12,333 Expense; Housing Authority Fund; Budgeted; Mandatory) [25-1690](#)
- Enactment No: A-250009B Amend. 3 (NCHA)**

## Public Works

- L. Approve and authorize Agreement No. 260170B with YEI Engineers, Inc. for a maximum of \$504,772 for engineering services and construction support for the “Napa Library HVAC Replacement Project,” PW 25-42. (Fiscal Impact: \$504,772 Expense; Napa Library HVAC Replacement Project Fund; Budgeted; Discretionary) [25-1233](#)
- Enactment No: A-260170B**
- M. Approval of plans and specifications for the “Low Voltage AV South Campus HHSA Conference Rooms Project” PW 24-38 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 Public Contract Code section 20150.8. (No Fiscal Impact) [25-1596](#)
- N. Reject all bids and authorize the Director of Public Works to re-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 Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Chiles Pope Valley Road Bridge Replacement RDS 15-23 Restoration and Monitoring Project. (No Fiscal Impact) [25-1636](#)
- O. Approve and authorize Amendment No. 1 to Agreement No. 230394B with KONE, Inc. to increase maximum compensation from \$84,508 to \$95,708 in fiscal year 2025-26 and to update the scope of work to include elevator emergency phone services at various County locations. (Fiscal Impact: \$11,200 Expense; Various Funds; Budgeted; Discretionary) [25-1674](#)
- Enactment No: A-230394B Amend. 1**

P. Approve and authorize a Certificate of Acceptance of Avigation and Hazard Easement Deed for the Laketricity Floating Solar Project within the Napa Sanitation District complex to preserve the Napa County Airport's right to engage in and support aviation uses and to prevent the subject property from being used in a manner which creates avigation hazards. (No Fiscal Impact) [25-1675](#)

Q. Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [4/5 vote required] [25-1707](#)

Recorder/County Clerk

R. Approve and authorize Addendum No. 20 to Agreement No. 170547B with the California Department of Justice for cost-sharing in a statewide Electronic Recording Delivery System. (Fiscal Impact: \$1,850 Expense; Special Revenue Fund; Budgeted; Discretionary) [25-1652](#)

**Enactment No: A-170547B Addendum No. 20**

Sheriff

S. Approve and authorize Agreement No. 260167B with All-Star Talent for recruitment staffing services. (Fiscal Impact: \$136,250; Expense; General Fund; Budgeted; Discretionary) [25-1453](#)

**Enactment No: A-260167B**

6. PUBLIC COMMENT

**Five (5) people spoke during public comment.**

## 7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

**Supervisor Belia Ramos responded to the noise complaints received from members of the public regarding the aircraft flight routes. She advised the public to reach out to the Airport Advisory Commission who will then seek to reach out to the Federal Aviation Administration (FAA). Supervisor Ramos also reported on the upcoming Fall Student Art Contest in partnership with the American Canyon Arts Foundation. Supervisor Ramos reported on her trip to Lake Berryessa with Vice-Chair Amber Manfree to view the activity and to hear from residents about the impact of the Golden Mussels and the impact of the Spanish Flat Concessionaires. Also, Supervisor Ramos reported on attending the Napa County Airport with Chief Executive Officer Ryan J. Alsop to tour the two new Fixed Base Operators (FBO). Lastly, Supervisor Ramos stated she will be representing the Board of Supervisors at the California State Association of Counties (CSAC) Executive Retreat.**

**Supervisor Joelle Gallagher announced the second annual Day Against Hate event on Sunday, October 12, 2025 at 12:30pm at Veterans Park. She also announced a climate conversation with Dr. Drew Isaacs on Tuesday, October 14, 2025 at the Napa County Library.**

**Supervisor Liz Alessio reported on attending the Veterans Commission and Commission on Aging meetings. She also attended the Molly's Angels Golf Fundraiser. Lastly, Supervisor Alessio reported on hosting her first Town Hall meeting on Saturday, October 11, 2025 at Enchanted Hills.**

**Vice-Chair Amber Manfree reported on attending the Lake Berryessa event with Supervisor Ramos. She also attended the Ribbon Cutting event for the Napa County Health and Human Services Agency (HHS) Be Well Van, a new mobile service unit that brings various health and human services directly to Napa County residents, particularly those aged 18+ with Medi-Cal, Medicare, or who are uninsured or underinsured. Lastly, Vice-Chair Manfree shared that the Napa County Historical Society will be hosting a local artist event at the Goodman Library on Thursday, October 9, 2025 from 6:00pm to 8:00pm.**

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

9. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

- A. Introduction and intent to adopt an ordinance of the Napa County Board of Supervisors, State of California, amending various sections of Chapter 5.70 (Single-Use Plastic Bag Reduction) and Chapter 5.80 (Reusable Foodware and Waste reduction) of the Napa County Code. (No Fiscal Impact) [25-1393](#)

**Correction memorandum provided.**

**Vice-Chair Amber Manfree opened the public hearing.**

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

**Vice-Chair Amber Manfree closed the public hearing.**

**Discussion held.**

**Motion Text: Approve the intent to adopt the Ordinance.**  
**Voting Yes: Alessio, Gallagher, Ramos, and Manfree**  
**Voting No: None**  
**Recusals: None**  
**Excused: Cottrell**  
**Result: Passed**

- B. Introduction and intent to adopt a Napa County ordinance amending Chapter 5.40 (peddling and soliciting) of the Napa County Code to conform to California Health and Safety Code requirements and to clarify the requirements. (No Fiscal Impact; Discretionary) [25-1709](#)

**Vice-Chair Amber Manfree opened the public hearing.**

**Planning, Building, and Environmental Services Code Compliance Manager Akenya Robinson-Webb made presentation.**

**Vice-Chair Amber Manfree closed the public hearing.**

**Discussion held.**

**Motion Text: Approve the intent to adopt the Ordinance.**  
**Voting Yes: Gallagher, Alessio, Ramos, and Manfree**  
**Voting No: None**  
**Recusals: None**  
**Excused: Cottrell**  
**Result: Passed**

## 10. ADMINISTRATIVE ITEMS

## County Executive Office

- A. Receive a presentation on the Risk Management Program. (No Fiscal Impact) [25-1402](#)

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

**Discussion held.**

**Direction provided to staff.**

- B. Adopt a Resolution informing the public of the November 4, 2025, special election, the substance of Proposition 50, and information about local ballots and ballot drop box locations and hours. (No Fiscal Impact) [25-1718](#)

**County Executive Office Management Analyst Andrew Mize made presentation.**

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

**Discussion held.**

**Direction provided to staff.**

**Motion Text: Adopt the Resolution as amended.**

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

**Voting No: None**

**Recusals: None**

**Excused: Cottrell**

**Result: Passed**

**Enactment No: R-2025-108**

## 11. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa [25-1716](#)

**Item removed from the agenda.**

- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [25-1717](#)  
(Gov. Code Section 54956.9(d)(1))  
Name of Case: Garcia, Juan, et al. v. County of Napa, et al., Napa Superior Court Case No. 23CV000234

**Closed Session held. No reportable action.**

C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED  
LITIGATION

[25-1738](#)

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Claims asserted by Alan Charles Dell'Ario relating to the appointment of Planning Commissioners and the production of records under the California Public Records Act.

**Closed Session held. No reportable action.**

12. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,  
OCTOBER 21, 2025 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board





## Meeting Minutes

### Napa County Board of Supervisors

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

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

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

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**Tuesday, October 14, 2025**

**9:30 AM**

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

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#### SPECIAL MEETING

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

**Deputy County Counsel Jason Dooley led the assembly in the Pledge of Allegiance.**

3. CONSENT CALENDAR

County Executive Office

- A. Approve and authorize Agreement No. 260199B with Main Street West, L.P. to lease approximately 13,806 square feet of office space at 1250 Main Street for a two-year period with a no cost early termination option after the first year with an initial rent of \$120,617 per month that includes the cost for tenant improvements for use by the District Attorney’s Office; authorize the Chief Executive Officer to negotiate and execute an amendment to the Agreement, subject to approval as to form by County Counsel, in the additional amount of up to \$130,000 for furniture relocation; and approve a Budget Amendment to increase appropriations in Fiscal Year 2025-26. (Fiscal Impact: \$850,000 Expense; General Fund; Not Budgeted; Discretionary) [4/5 vote required]

[25-1801](#)

**Item pulled for discussion.**

**Chief Executive Officer Ryan J. Alsop made presentation.**

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

**Discussion held.**

**Motion Text: Approve the requested action.**  
**Voting Yes: Manfree, Ramos, Alessio, Gallagher, and Cottrell**  
**Voting No: None**  
**Recusals: None**  
**Result: Passed**  
**Enactment No: A-260199B**

4. PUBLIC COMMENT

**None**

5. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

**None**

6. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

[25-1804](#)

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

**Closed Session held. Direction given to Counsel. No reportable action.**

7. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, OCTOBER 21, 2025 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1737

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**TO:** Board of Supervisors  
**FROM:** Neha Hoskins, Clerk of the Board  
**REPORT BY:** Paulette Cooper, Deputy Clerk of the Board II  
**SUBJECT:** Reappointment to the In-Home Supportive Services Advisory Committee

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### **RECOMMENDATION**

Reappoint Elaine Paoli, for a fourth term, representing Current or Past User of IHSS category to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2027. (No Fiscal Impact)

### **BACKGROUND**

There are currently six openings on the In-Home Supportive Services Advisory Committee due to term expirations and resignations. The County Executive Office advertised the openings and received one reappointment request from Elaine Paoli.

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

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

Requested Action:

Reappoint Elaine Paoli to the In-Home Supportive Services Advisory Committee.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?                      No

**ENVIRONMENTAL IMPACT**

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



A Tradition of Stewardship  
A Commitment to Service  
August 15, 2025

County Executive Office

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

Main: (707) 253-4580

**Neha Hoskins**  
Clerk of the Board

Elaine Paoli  
[Redacted]  
Napa CA 94558  
[Redacted]

Dear Elaine,

You have been a valued member of the **Napa County In-Home Supportive Services Advisory Committee** representing current or past user of IHSS. The term of your position will expire September 1, 2025. If you wish to request reappointment for another 2-year term, please check the following box:

- Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County In-Home Supportive Services Advisory Committee** for the term commencing immediately and expiring September 1, 2027.

=====

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

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

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

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

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

Elaine L Paoli  
SIGNATURE

9.17.25  
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 In-Home Supportive Services (IHSS) Advisory Committee: Submitted

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

Participant Client

**Profile**

Elaine \_\_\_\_\_ Paoli \_\_\_\_\_  
First Name Middle Initial Last Name

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

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

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

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

District 4

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

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

Unemployed

Employer

care provider

Job Title

retired

Occupation

**Education/Experience**

AS Degree Early Childhood, AA Degree Auto CAD, On IHSS Advisory Committee for 10 years, Care provider 8 years with IHSS, Parent of profoundly disable child

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

James Paoli-Retire from City of Napa Street Dept

**Resume**

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Nancy Smernes [redacted] Doug Weir [redacted] Gloria Barber [redacted]

**Community Participation**

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

I have enjoyed the 10 years I have served on the committee and feel I am able to bring a lot of enthusiasm, questions, concerns and ideas. My first hand experience in many aspect of the IHSS system as a client, provider, mother of IHSS child, being involve in lobbying, community out reach not just for IHSS but for Mental Health thru Innovation Community Center here in Napa were I teach a class. I also have been part of giving out food thru the food pantry from Cross Walk church so I have meet a variety of people and their needs .I want to see the best be done for our IHSS Program here in Napa but also IHSS as a whole with all of us involved.

**Nature of activity and community location**

Dog Walker at Napa County Animal Shelter and Adoption Center 942 Hartle Ct, Napa 94559, Volunteer at Innovations Community Center 3281 Solano Ave. Napa 94558

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

Board of NEWS (1985-1986) Advisory Committee Napa IHSS 2013-Current



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

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### 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)

Elaine I. Paoli

Date

8-16-23



Napa County  
Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1735

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**TO:** Board of Supervisors  
**FROM:** Alexander Alarcon, Interim Director of Corrections  
**REPORT BY:** Sue Kuss, Staff Services Manager  
**SUBJECT:** Annual Report on Inmate Welfare Fund Expenses

---

**RECOMMENDATION**

File the letter of expenditures of the Inmate Welfare Fund for Fiscal Year 2024-25, in compliance with Penal Code 4025. (No Fiscal Impact)

**BACKGROUND**

Penal Code 4025 provides for the establishment and maintenance of a store to sell various goods such as confectionary foods, stamps, toiletries, and other miscellaneous items to incarcerated persons (IPs). Any profit derived from the sale of commissary goods as well as any commission received from IP pay telephone/video visitation services shall be deposited into the Inmate Welfare Fund.

Per Penal Code 4025, the Director of Corrections must present an itemized report of Inmate Welfare Fund expenses (attached to this report) each fiscal year.

The Inmate Welfare Fund concluded FY 2024-25 with \$168,583.20 in total revenues, \$77,738.99 in total expenses, and an ending fund balance of \$1,126,469.42. Now that the jail has moved to the new detention facility with multiple programming spaces, the Department is offering more in-person programming for incarcerated persons at the new jail facility.

Requested Action:

Accept and instruct the Clerk of the Board to file the letter of expenditures of the Inmate Welfare Fund for

Fiscal Year 2024-25.

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2060
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	Napa County won't comply with Penal Code 4025.

**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

**Department of Corrections**

2210 Napa-Vallejo Hwy  
Napa, CA 94558  
www.countyofnapa.org

Main: (707) 253-4401  
Fax: (707) 253-4801

**Alexander Alarcon**  
Interim Director

October 21, 2025

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

Dear Board Members,

Pursuant to California Penal Code Section 4025, a summary of the Inmate Welfare Fund (IWF) for Fiscal Year 2024-2025 is submitted for your information. In Fiscal Year 2024-2025, IWF expended \$77,738.99 for incarcerated persons services and supplies. Itemized expenses are below:

<b>Expenditure:</b>	<b>Amount</b>
Commissary Administrative Services	\$14,035.27
Internal Service Charge - Records Mgt.	549.00
Legal Assistance Services	7,258.41
Language Interpretation Services	1,264.40
Bank Analysis Fees & Debit Cards	2,505.00
Books, Publications, Cable TV	18,622.25
Support & Care (Games, holiday cards)	2,199.79
Personal Supplies (Hygiene/Clothing)	22,289.36
Transportation Expense (Bus Passes)	100.00
Household Supplies	<u>8,915.51</u>
<b>Total Expenses</b>	<b>\$77,738.99</b>

Respectfully,

Alexander Alarcon  
Interim Director of Corrections





Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1720

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, Chief Executive Office  
**REPORT BY:** Shana A. Bagley, Deputy County Counsel  
**SUBJECT:** Adopt a Resolution continuing the Proclamation of Local Health Emergency  
Due to the 2025 Pickett Fire

---

**RECOMMENDATION**

Adopt a Resolution continuing the proclamation of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Discretionary)

**BACKGROUND**

On August 24, 2025, the Napa County Executive Officer proclaimed the existence of a local emergency due to fires at various locations in Napa County (2025 Pickett Fire). This action was ratified by the Board of Supervisors on August 26, 2025. Conditions of the 2025 Pickett Fire have also created debris which may be or become hazardous waste and threaten public health. CalOES requires that Napa County also declare a local health emergency to trigger state assistance with cleaning hazardous materials on private property and the local watershed. This assistance to the local watershed within Napa County is needed to implement preventative measures.

California Health and Safety Code section 101080 confers upon the local health officer, emergency powers necessary to protect public health and safety. By proclamation and declaration on August 25, 2025, Dr. Christine Wu, Napa County Public Health Officer, proclaimed the existence of a local health emergency due to the imminent threat to safe water supplies and hazardous waste and materials created by the 2025 Pickett Fire. This action was ratified by the Board of Supervisors on August 26, 2025. If conditions warrant, the Board of Supervisors must continue to proclaim and declare these conditions until the emergency does not exist.

The potential for the rainy season offers little time to mitigate further environmental contamination, including

contamination of the watershed, and, therefore, time is essential to removing hazardous waste and materials from various property sites.

It is requested that the Board adopt the attached resolution continuing the local health emergency declared as a result of the 2025 Pickett Fire.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Adopting this resolution could potentially lead to State or Federal reimbursement to Napa County.
Is the general fund affected?	Yes
Future fiscal impact:	Future fiscal impacts are currently unknown
Consequences if not approved:	Failure to approve the resolution might prevent Napa County from obtaining State and Federal funds to provide public and individual assistance.

**ENVIRONMENTAL IMPACT**

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

**NAPA COUNTY RESOLUTION NO. 25-\_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF LOCAL  
HEALTH EMERGENCY DUE TO THE PICKETT FIRE**

**WHEREAS**, Government Code section 8630 and Napa County Code section 2.80.060, subd. (A)(2), authorize and empower the Napa County Executive Officer acting as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity and the Board is not in session, subject to confirmation by the Board within seven days; and

**WHEREAS**, on August 24, 2025, pursuant to the foregoing provisions, the Napa County Executive Officer proclaimed the existence of a local emergency by proclamation due to fires at the unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin in Napa County (referred to hereinafter referred to as the “Pickett Fire”); and

**WHEREAS**, pursuant to Health and Safety Code section 101080 and Napa County Code section 2.80.065, Dr. Christine Wu, the Napa County Public Health Officer, is authorized to proclaim the existence of a local health emergency when the County or any portion thereof is affected or likely to be affected by a public health threat, as described in Health and Safety Code section 101075 et seq., subject to ratification by the Board of Supervisors within seven (7) days, and subject to review by the Board at least every thirty (30) days to determine the need for continuing the local health emergency, until the Board proclaims the termination of the local health emergency at the earliest possible date that conditions warrant; and

**WHEREAS**, on August 25, 2025, the Napa County Health Officer declared a local health emergency for those reasons set forth in the proclamation.

**WHEREAS**, pursuant to Health and Safety Code section 101080 and Napa County Code section 2.80.065, the Napa County Public Health Officer is authorized to proclaim the existence of a local health emergency when the county or any portion thereof is affected or likely to be affected by a public health threat as described in Health and Safety Code section 101075 et seq., subject to ratification by the Board of Supervisors within seven days; and

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors, that pursuant to Government Code section 8630 a continued state of local health emergency exists due to the Pickett Fire as action is still required to address removal of any hazardous waste and materials from property sites within the Pickett Fire area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and safety.

**BE IT FURTHER RESOLVED**, that the measures previously taken by the Board of Supervisors in Resolution No. 2025-89 shall continue to have full force and effect.

**BE IT FURTHER RESOLVED** by the Napa County Board of Supervisors that this proclamation of local health emergency shall be reviewed by the Board of Supervisors for the need to continue this local emergency at least once every 30 days until it is proclaimed terminated by the Board of Supervisors.

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

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

\_\_\_\_\_

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

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

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>September 29, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1792

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**TO:** Board of Supervisors  
**FROM:** Sheryl L. Bratton - County Counsel  
**REPORT BY:** Rebekah Reynolds - Deputy County Counsel  
**SUBJECT:** Adoption of an Ordinance amending Napa County Code Chapter 5.70 and Chapter 5.80

---

### **RECOMMENDATION**

Adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending various sections of Chapter 5.70 (Single-Use Plastic Bag Reduction) and Chapter 5.80 (Reusable Foodware and Waste reduction) of the Napa County Code. (No Fiscal Impact)

### **BACKGROUND**

On December 3, 2024, the Napa County Board of Supervisors adopted Ordinance 1501, amending Chapter 5.70. This Chapter was originally adopted in 2016 by ordinance 1408; however, in 2025 the state of California passed Senate Bill No. 1053, "Solid Waste: recycled paper bags: standards: carryout bag prohibition," amending Chapter 5.3 of Part 3 of Division 30 of the Public Resources Code, to strengthen the state's original plastic bag ban by eliminating the exemption for thicker plastic bags marketed as reusable, thereby closing a loophole that allowed such bags to continue being distributing at store checkouts, effective January 1, 2026. Since the state's law is more restrictive than Napa County's ordinance, this law preempts Chapter 5.70 of the Napa County Code.

As part of Ordinance 1501 in 2024, the Board of Supervisors added Chapter 5.80 to reduce the waste and pollution caused by disposable foodware in the County. This ordinance is scheduled to go into effect January 1, 2026. In preparation for outreach and education to businesses, staff identified the need to clarify and update some of the regulations within the ordinance. Therefore, staff have preemptively revised several sections of the ordinance to improve clarity of the requirements that will be implemented within the unincorporated areas of the County. These updates will allow for streamlined and improved outreach and engagement with businesses and members of the public.

To ensure consistency and feasibility, staff have discussed the new proposed ordinance amendments with staff from the County Recycling and Waste Reduction Team, County Environmental Health Division, County

Counsel, Local Enforcement Agency, and Napa Recycling and Waste Services.

### **Proposed Amendments to Chapter 5.70**

The following modifications have been identified for the Board's consideration:

- Amend the title of the Chapter from "Single-Use Plastic Bag Reduction" to "Plastic Bag Prohibition;"
- Amend the purpose and intent of the chapter to simplify the goal of reducing waste and pollution and to align with SB 1053, which updates the Public Resources Code (PRC) 42279-42288 to ban all film-plastic bags;
- Add Section 5.70.025 (Incorporation of state law) to reference and reinforce the regulations within PRC 42279-42288;
- Amend Section 5.70.040 to align the language with PRC 42279-42288.
- Remove multiples sections of the current ordinance, as they are redundant with the PRC 42279-42288 and have the potential to create confusion from the regulated community; and
- Amend Section 5.70.060 (Administration, enforcement, and penalties) to clarify how the state law will be enforced in Napa County.

### **Proposed Amendments to Chapter 5.80**

The following modifications have been identified for the Board's consideration:

- Amend Section 5.80.010 (Purpose) to better reflect the regulations set forth in the chapter; to align County compliance with the requirements set forth in the PRC Sections 42270 *et seq.*, requiring that disposable items be provided only if requested by a customer; to align County compliance with the requirements set forth in California Health and Safety Code Sections 38730.5 through 39730.8 and the PRC 42652 *et seq.*, requiring businesses to annually provide educational information to employees about the requirements to compost and recycle; and to align County compliance with the PRC Sections 42648.1, 42648.2, 42648.8, and 42648.81 relating to correct sorting of solid waste, recyclables, and organic waste into separate receptacles.
- Amend Section 5.80.020 (Definitions) to simplify the understanding of the regulations. Updated definitions include:
  - Added definitions for "Accessory Foodware," "Compost/Organics," "Condiment," "County Enforcement Officer," "Prepared Food Vendor," "Reusable," and "Temporary Event or Event,"
  - Removed definitions for "Bottled Beverage," "BPI Certified," "County," "County Executive Officer (CEO)," "County Facilities," "Disposable Cup or Non-Reusable Cup," "Event Promoter," "Food Provider," "Food Service Establishment," "Food Vendor," "Foodware Accessory," "Natural Fiber," "On Request," "PBES," "Person," "Plastic Bottle," "Reusable Foodware," "Store," "Supermarket," "Retail Store," "Convenience Food Store," "Takeout Food," and "Vendor."
  - Amended definitions for "Compostable," "Customer," "Disposable," "Foodware," "Off-

Premises,” “On-Premises,” “Prepared Food,” and “Recyclable.”

- Add Section 5.80.025 (Prohibition on plastic and polystyrene) to clarify prohibition on providing, selling, or using disposable foodware or accessory foodware made of plastic or polystyrene.
- Amend Section 5.80.030 (Foodware Standards) to clarify the regulations for prepared food vendors providing foodware and accessory foodware items. Updates include:
  - Simplifying the language for regulations for prepared food vendors to provide only reusable foodware to customers dining on-premises, but allowing for compostable accessory foodware items, either automatically or by customer request depending on the type of item;
  - Specifying the requirements, time limits, and other limitations for temporary waiver applications;
  - Simplifying the language for regulations for businesses to provide only compostable foodware and accessory foodware items for customers dining off-premises and specifying regulations regarding the use of single-use condiment packaging; and
  - Requiring Events and Temporary Events to comply with the regulations for off-premises dining. This is in coordination with Planning, Building, and Environmental Services (PBES) - Planning staff regarding the proposed update of the Napa County Temporary Event ordinance.
- Amend Section 5.80.040 (Separate waste receptacles required) to align with Health and Safety Code Sections 39730.5 through 39730.8 and the PRC Section 42652 *et seq.*, requiring prepared food vendors to annually provide education to their staff of the requirements to compost and recycle and how to properly sort between solid waste, recycling, and organic waste streams.
- Amend Section 5.80.050 (Disposable foodware charges) to simplify the language regarding disposable foodware charges, and exemptions from those charges;
- Add Section 5.80.055 (Prepared food vendor employee training) to require prepared food vendors to annually train their employees on the requirements of Chapter 5.80.
- Amend Section 5.80.060 (Recordkeeping and inspection) to simplify the understanding of recordkeeping requirements by businesses and inspections completed by County Enforcement Officers.
- Remove Section 5.80.070 (Sale and distribution of disposable plastic bottled beverages on county property).
- Amend Section 5.80.080 (Exemptions) to clarify that no exemption is allowed from the prohibition on the sale or distribution of polystyrene foodware and accessory foodware items.
- Update Chapter 5.80.090 regarding the administration, enforcement, and penalties of the regulations set forth in the reusable foodware and waste reduction ordinance to simplify the understanding of roles and responsibilities and penalties.

### **Community Outreach:**

The original proposed ordinance was posted on the PBES Department website on February 12, 2024, for public review and comment. A notice that the originally-proposed ordinance was available for review was sent to food

vendors in the unincorporated area and stakeholders interested in Climate Action Committee (CAC)-related matters. A Frequently Asked Questions (FAQ) document explaining the draft ordinance was also posted to the PBES website on March 15, 2024, including a version in Spanish. Staff gave a brief presentation regarding the original ordinance to the Napa Chamber of Commerce on March 6, 2024.

In collaboration with staff from Napa County Solid Waste, Environmental Health, Napa Recycling and Waste Services, and Upper Valley Disposal Services, staff plan to conduct written and in-person outreach and education to individual businesses which might be affected by the regulations in this ordinance. Staff have produced a reference and resources guidance document to aid in outreach and education efforts.

The proposed ordinance was introduced at the Board of Supervisors' October 7, 2025, regular meeting. The Board, by unanimous vote, indicated its intent to adopt the ordinance.

Requested Action: Adopt the proposed ordinance amending Chapter 5.70 and Chapter 5.80 as set forth in the item attachment.

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	If Chapter 5.70 is not amended, it will be inconsistent with state law and could create confusion by the regulated community who might rely on the County Code instead of State Law. If Chapter 5.80 is not amended, it has the potential to be confusing to the regulated community and customers.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	PBES would have to follow existing ordinance provisions and state law, which may impede implementation and enforcement.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 (“Actions by Regulatory Agencies for the Protection of the Environment”) which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that 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 CEQA 14 CCR §15061(b)(3).]

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

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AMENDING VARIOUS SECTIONS OF  
CHAPTER 5.70 SINGLE-USE PLASTIC BAG REDUCTION AND  
CHAPTER 5.80 REUSABLE FOODWARE AND WASTE REDUCTION  
OF NAPA COUNTY CODE**

**WHEREAS**, the Board of Supervisors desires to amend regulations in Chapter 5.70- Single Use Plastic Bag Reduction, to conform to Senate Bill No. 1053, “Solid Waste: recycled paper bags: standards: carryout bag prohibition,” amending Chapter 5.3 of Part 3 of Division 30 of the Public Resources Code, which strengthens the state’s original plastic bag ban by eliminating the exemption for thicker plastic bags marketed as reusable, thereby closing a loophole that allowed such bags to continue being distributing at store checkouts, effective January 1, 2026; and

**WHEREAS**, the Board of Supervisors desires to amend regulations in Chapter 5.80- Resuable Foodware and Waste Reduction to clarify the regulations for the public.

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

**SECTION 1.** Chapter 5.70 (SINGLE-USE PLASTIC BAG REDUCTION) of the Napa County Code shall be renamed “PLASTIC BAG PROHIBITION” and amended to read in full as follows:

**5.70.010 Title.**

This chapter shall be known as the "Plastic Bag Prohibition Ordinance," and may be cited as such, and will be referred to herein as "this chapter."

**5.70.020 Purpose and intent.**

The purpose and intent of this chapter is to protect the environment from the negative impacts of plastic bags by restricting stores from distributing plastic bags, in accordance with the California Public Resources Code Section 42279 through 42288 within the unincorporated area of the County.

**5.70.025 Incorporation of state law.**

The provisions of the California Public Resources Code Sections 42279 through 42288, or as may be amended, are hereby incorporated by reference into this chapter, and shall be enforced within the unincorporated area of the County. Stores and other entities covered by these state laws are subject to the requirements, prohibitions, and penalties set forth therein.

**5.70.030 Definitions.**

Terms used herein, unless otherwise defined in this code, shall have the meaning set forth in the California Public Resources Code Sections 42279 through 42288.

**5.70.040 Plastic bags prohibited.**

Unless otherwise exempt in the California Public Resources Code Section 42279 through 42288, no store shall provide a plastic bag to a customer.

**5.70.045 Reserved.**

**5.70.046 Reserved.**

**5.70.047 Reserved.**

**5.70.050 Reserved.**

**5.70.060 Administration, enforcement, and penalties.**

A. Administration. Enforcement officer(s) shall have responsibility for enforcement of the California Public Resources Code Sections 42279 through 42288, and this chapter and is hereby authorized to take any and all action reasonable and necessary to obtain compliance including, but not limited to, inspecting the premises of any designated business to verify compliance.

B. Enforcement. Enforcement officer(s) may utilize the procedures in this Napa County Code, to address violations of any provisions of the California Public Resources Code Section 42279-42288 or this chapter. Pursuant to the California Government Code Section 25845, in any action or proceeding to enforce this chapter, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In no action or proceeding, shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the County in the action or proceeding. The County may file civil actions to enforce this chapter.

C. Penalties. Pursuant to the California Public Resources Code Section 42285, a violation of any provision of this chapter or the California Public Resources Code Sections 42279 through 42288 may be punishable by an administrative fine in the amount of one thousand dollars (\$1,000) per day for the first violation of this chapter, two thousand dollars

(\$2,000) per day for the second violation, and five thousand dollars (\$5,000) per day for the third and subsequent violations.

**SECTION 2.** Chapter 5.80 (Reusable Foodware and Waste Reduction) of the Napa

County Code is amended to read in full as follows:

**5.80.010 Purpose.**

It is the intent of Napa County in enacting this chapter to reduce the use of disposable foodware and accessory foodware and to eliminate the use of disposable foodware and accessory foodware that is not compostable.

It is the intent of Napa County in enacting this chapter to comply with the requirements of the California Public Resources Code Sections 42270 through 42273 requiring that disposable foodware and accessory foodware items and condiments in single-use disposable packaging be provided only if requested by a consumer.

**5.80.020 Definitions.**

For purposes of this chapter, the terms in this section shall have the following meaning:

"Accessory Foodware" means accompanying foodware items such as straws, napkins and cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, toothpicks; cup sleeves, tops, lids, and spill plugs; and other similar accessory or accompanying foodware items used as part of food or beverage service or packaging.

"Compost/ Organics" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste, that is mixed in with food waste.

"Compostable" means that (1) all materials in a product, item, or packaging will break down, or otherwise become part of usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner, and meets the definition of "compostable" under California Public Resources Code Section 42357, and (2) the product is eligible for acceptance by County Contracted Collection Program(s) receiving the prepared food vendor's waste as compostable.

"Condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including, but not limited to, ketchup, mustard, mayonnaise, soy sauce, salsa, salt, pepper, and sugar substitutes.

"County Contracted Collection Program(s)" means person, business, or entity contracted by the County to collect, process, recycle, compost, and/or dispose of waste.

"Customer" means any person obtaining prepared food from a prepared food vendor.

"Director" means the director of planning, building and environmental services or their designee.

"Disposable" means foodware and accessory foodware items that are designed for single use or limited number of uses and not designed or manufactured for long-term multiple reuse.

"Enforcement officer" means the county officers or employees or their designated assistants or deputies as defined in Chapters 1.20 and 1.28, as applicable.

"Foodware" means all containers, coolers, bowls, plates, trays, cartons, cups (e.g., mugs, condiment containers, wine glasses), and utensils (e.g., forks, spoons, sporks, knives, chopsticks).

"Off-Premises" means foods or beverages are not consumed on the property of a prepared food vendor (e.g., takeout, carry-away, left-overs, etc.). "Off premises" could include farmers markets, flea markets, and mobile food facilities where prepared food is not consumed on the property of the prepared food vendor.

"On-Premises" means customers consume food or beverages on the property or immediate vicinity of a prepared food vendor.

"Polystyrene" means a thermoplastic material utilizing a styrene monomer and processed by various techniques such as fusion of polymer spheres ("expandable bead polystyrene"), injection molding, form molding, and extrusion blow molding ("extruded foam polystyrene"), blown polystyrene and expanded and extruded foams (sometimes incorrectly called Styrofoam, a trademarked form of polystyrene foam insulation). Polystyrene is generally used to make cups, bowls, trays, clamshell containers, meat trays, egg cartons, and coolers.

"Prepared Food" means food or beverages that are prepared on a prepared food vendor's premises by cooking, chopping, slicing, mixing, freezing, squeezing, or other processing and which require no further preparation to be consumed. Prepared Food shall not include raw uncooked whole fruits or vegetables which are not chopped, squeezed, or mixed, or raw uncooked meat products. Prepared Food also means beverages that are served in foodware that was not part of the packaging of the original manufacturer.

"Prepared Food Vendor" means any establishment located within the County, including restaurants, wineries, hotels, food service establishments, Mobile Food Facilities (as defined in California Health and Safety Code Section 113930), Temporary Food Facilities (as defined in CA Health and Safety Code Sections 113831 and 113930 and as amended), bars, caterers, non-profit organizations, business, entity, group, or person that provides Prepared Food to be consumed.

"Recyclable" means material accepted by the applicable County Contracted Collection Program(s) to be sorted, cleaned, and reconstituted for the purpose of using the altered form in the manufacturing of a new product. The material must also be labeled as recyclable in compliance with the requirements in California Public Resources Code Section 42355.51 and comply with the recyclable food service packaging criteria in the California Code of Regulations Section 17989.4.

"Reusable" means specifically designed and manufactured to be washed and sanitized and used repeatedly over an extended period and is safe for washing and sanitizing according to applicable regulations.

"Temporary Event" or "Event" means a Temporary Event as defined in Section 5.36.010.

#### **5.80.025 Prohibition on plastic and polystyrene.**

Prepared food vendors are prohibited from providing, selling, or using disposable foodware or accessory foodware made of plastic or polystyrene. All disposable foodware or accessory foodware must be compostable.



**5.80.030 Foodware and Accessory Foodware standards for on-premises and off-premises dining.**

**A. On-Premises.**

This subsection (A) applies to prepared food vendors providing prepared food for consumption on-premises.

1. Prepared food vendors are prohibited from providing disposable foodware to customers.
2. Prepared food vendors may provide the following disposable compostable accessory foodware items at their discretion: napkins, cocktail napkins, food wrappers, plate liners, tray liners, cocktail picks, and toothpicks. All other disposable compostable accessory foodware items may only be provided upon customer request.
  - a. If a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used.
  - b. If neither a compostable foodware item nor a recyclable item exists, an alternate item may be used provided it is not made of polystyrene.
3. Prepared food vendors shall not provide condiments packaged for single use to customers. Prepared food vendors shall offer condiments in reusable containers or dispensers to customers.
4. Temporary Waiver. Notwithstanding the requirement in subsection (A)(1) and (A)(3), prepared food vendors may request from the Director a temporary waiver of the requirements to provide reusable foodware for on-premises consumption for one or more foodware items because of space constraints or environmental impact. If approved, prepared food vendors shall comply with the requirements for off-premises consumption, in subsection (B) below.
  - a. To obtain a temporary waiver for human health and safety or environmental impact, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that: (1) adhering to the on-premises requirements set forth in this chapter would have an adverse impact on human health and safety or the environment; and (2) there is no feasible method to satisfactorily mitigate or avoid the adverse impact.
  - b. To obtain a temporary waiver for space constraints, a prepared food vendor must submit a waiver application to the Director and provide evidence that demonstrates that the premises lacks on-site or off-site dishwashing capacity and the prepared food vendor is unable to contract for dishwashing services for one or more of the following reasons:
    - i. Insurmountable space constraints or lack of utilities to install on-site dishwashing;
    - ii. Insurmountable space constraint or inability to store reusables on-site;
    - iii. Lack of staff available to wash reusable foodware;
    - iv. Other financial hardship; or
    - v. Other extraordinary insurmountable circumstances.
  - c. Any waiver granted for reasons in 5.80.030(A)(4)(b) for space constraints shall expire automatically in the event of a significant remodel,

renovation, or other alteration of the premises with a construction valuation that exceeds \$60,000, or if the prepared food vendor ceases operations at the location for which the waiver has been granted.

d. A prepared food vendor shall demonstrate that each disposable foodware item for which a waiver is requested meets the criteria in Subsections 5.80.030(A)(4)(a) or (A)(4)(b), above. The Director may grant waivers for all or a portion of the prepared food vendor's foodware needs.

e. The duration of any waiver granted shall not exceed two (2) years.

f. No waiver shall be granted to a prepared food vendor applying for a Permanent Food Facility Permit, in accordance with the Health and Safety Code Chapter 9 at a new facility, after January 1, 2026.

**B. Off-Premises.**

This subsection applies to prepared food vendors providing prepared food for consumption off-premises. Where prepared food vendors provide prepared food to customers for both consumption on and off premises, prepared food vendors must comply with the requirements for on-premises consumption in Subsection 5.80.030(A), above, unless the customer specifies that the prepared food will be consumed off premises.

1. All disposable foodware and accessory foodware provided by prepared food vendors must be compostable. However, if a compostable foodware item or accessory foodware item does not exist, a recyclable item may be used, if a recyclable item does not exist, an alternate item may be used provided it is not made of polystyrene.

a. Notwithstanding Subsection 5.80.030(B)(1), prepared food vendors may only provide accessory foodware items and condiments – in the packaging of the original manufacturer - on request of the customer.

b. Prepared food vendors shall provide convenient opportunities for customers to request accessory foodware items across all ordering/point of sale platforms, including but not limited to web, smartphone, and/or other digital platforms, telephone, and in-person.

2. Events and Temporary Events.

a. Events and temporary events shall comply with the requirements in this subsection for prepared food vendors providing food for off-premises consumption.

**C. Customer-provided foodware.**

1. Notwithstanding the requirements California Retail Food Code, Health and Safety Code, Sections 113700 et seq., prepared food vendors must allow customers to provide their own clean reusable foodware in accordance with the California Retail Food Code Section 114121(a).

2. Prepared food vendors may offer a discount to customers who provide their own foodware.

**5.80.040 Separate waste receptacles required.**

A. All prepared food vendors who provide solid waste containers for customer use

must provide separate receptacles for solid waste, recyclables, and compost/organics. Receptacles shall be colored black or grey for solid waste, blue for recycling, and green for compost/organics. Receptacles shall be provided in both the front-of-house and back-of-house.

B. To the extent possible given space constraints, all receptacles for solid waste, recyclables, and compost/organics shall be placed adjacent to one another.

C. Graphic-rich signage specific to each type of container must be posted on or above each receptacle following the applicable County Contracted Collection Program requirements for each type of receptacle.

**5.80.050 Disposable foodware charges.**

A. Prepared food vendors shall charge customers twenty-five cents (\$0.25) for each disposable foodware item provided. The maximum charge per order for all disposable foodware shall be one dollar (\$1.00).

1. Income from the disposable foodware charge shall be retained by the prepared food vendors. This chapter does not restrict how prepared food vendors use these monies.

2. Charges for disposable foodware shall be identified separately on any receipt provided and shall be clearly identified for the customer in writing, such as on menus, as a component of online ordering platforms, and/or on-premises signs, and verbally disclosed to customers ordering by phone.

B. Exemptions. The disposable foodware charge shall not apply to:

1. Customers demonstrating, at the point of sale, a payment card or voucher issued by California as part of the California Special Supplemental Food Program for Women, Infants, and Children (WIC), pursuant to the California Health and Safety Code Sections 123275 through 123355, or an electronic benefit transfer card (EBT) issued pursuant the California Welfare and Institutions Code Section 10072, shall be exempt from the disposable foodware charge.

2. Pizza boxes or foodware used to hold leftovers of on-premises dining.

3. Disposable foodware used at events or temporary events.

**5.80.055 Prepared food vendor employee training.**

Prepared food vendors shall annually provide training to its employees on the requirements of this chapter.

**5.80.060 Record keeping and inspection.**

A. Recordkeeping.

1. Commencing on January 1, 2026, prepared food providers shall keep records documenting the purchase of disposable foodware and accessory foodware for a minimum period of three (3) years from the date of purchase.

2. Prepared food vendors shall keep records documenting compliance with the employee training requirements in section 5.80.055 for a minimum period of three (3) years. Training documentation shall show the training materials used, name of the

instructor, dates of training, and names of employees who completed the training.

3. The records shall be made available for inspection at no cost to the County Enforcement officials or representatives designated by the County during regular business hours. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be made available at the food providers' address.

4. The provision of false or incomplete information, records, or documents to the County Enforcement officials or representatives designated by the County shall be a violation of this chapter.

B. Enforcement officers are authorized to conduct inspections and investigations of prepared food vendors premises to confirm compliance with this chapter.

**5.80.070 Reserved.**

**5.80.080 Exemptions.**

A. The following items or types of prepared food vendors, are exempt from the requirements set forth in Section 5.80.030, except that these types of prepared food vendors are not exempt from the prohibition on the use of polystyrene

1. Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

2. Healthcare facilities licensed pursuant to the California Health and Safety Code Sections 1250 through 1264 or facilities that are owned or operated by a health care service plan licensed pursuant to California Health and Safety Code Sections 1340 through 1345.5.

3. Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

4. Public and private school cafeterias, as referenced in the California of the Health and Safety Code Section 113789(1)(b).

B. The Board of Supervisors, or designee, may exempt prepared food vendors from the requirements of this chapter for the immediate preservation of the public peace, health, or safety due to an emergency or natural disaster.

**5.80.090 Administration, enforcement, and penalties.**

A. The Director, or their designated agent or deputy, shall have primary responsibility for enforcement of this chapter. The Director is authorized to take any and all action reasonable and necessary to ensure compliance.

B. Any person who violates any provision of this chapter shall be considered guilty of an infraction for each offense and subject to those penalties as established by Resolution of the Board of Supervisors.

C. In addition to any other remedy available, any violation of this chapter by any person is subject to the following administrative fines pursuant to California Government Code Section 53069.4, and Chapter 1.28 in the amount not exceeding \$100.00 for a first violation; a fine not exceeding \$200.00 for a second violation of the same code section within one year; or a

fine not exceeding \$500.00 for each additional violation in excess of two of the same code section within one year. The County may seek legal, injunctive, or other equitable relief to enforce this chapter.

D. The County may seek legal, injunctive, or other equitable relief to enforce this chapter.

E. The remedies and penalties provided in this chapter are cumulative and not exhaustive, and nothing set forth in this chapter shall preclude the County from pursuing any other remedy provided by law.

**SECTION 3.** The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 (“Actions by Regulatory Agencies for the Protection of the Environment”) which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that 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 CEQA 14 CCR §15061(b)(3).]

**SECTION 4.** If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

**SECTION 5.** This ordinance shall be effective thirty (30) days from and after the date of its passage.

**SECTION 6.** A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County.

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 7th day of October, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 21st day of October, 2025, by the following vote:

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

NAPA COUNTY, a political subdivision of the State of California

\_\_\_\_\_

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Rebekah Reynolds</u> Deputy County Counsel</p> <p>By: <u>McKayla McMahon</u> Code Services</p> <p>Date: <u>September 30, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON \_\_\_\_\_.

\_\_\_\_\_, DEPUTY  
 NEHA HOSKINS, CLERK OF THE BOARD



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1793

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**TO:** Board of Supervisors  
**FROM:** Sheryl L. Bratton, County Counsel  
**REPORT BY:** Rebekah Reynolds, Deputy County Counsel  
**SUBJECT:** Adopt an Ordinance amending Napa County Code Section 5.40 - Peddling and Soliciting

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### **RECOMMENDATION**

Adopt an Ordinance amending Chapter 5.40 (Peddling and Soliciting) of the Napa County Code to conform to California Health and Safety Code requirements and to clarify the requirements. (No Fiscal Impact)

### **BACKGROUND**

The Planning, Building, and Environmental Services Department (PBES) has experienced a noticeable increase in citizen complaints related to sidewalk vending activity in the unincorporated areas of the County. Sidewalk vending typically involves transient vendors selling items such as fruit, food, flowers, or other merchandise on sidewalks or within the public right-of-way. Vendors often operate without necessary health permits, creating significant public health risks due to the lack of food safety standards, sanitation controls, and proper food handling practices. Additionally, these operations can obstruct the right-of-way, create litter, and pose safety hazards for pedestrians and traffic. Enforcement is essential to protect public health, ensure fair competition for permitted vendors, and maintain the overall cleanliness and safety of public spaces.

On September 17, 2018, Senate Bill 946 (Sidewalk Vendors) was signed into law. SB 946 was intended to decriminalize sidewalk vending by reducing penalties for violation of local permitting programs. The law requires local authorities with an existing sidewalk vending ordinance to substantially comply with the bill's provisions as codified in Government Code Chapter 6.2 Sections 51036 - 51039, which include:

- Adopting additional regulations governing the time, place, and manner of sidewalk vending, provided these requirements are directly related to objective health, safety, or welfare concerns;
- Ensuring that any violation of these regulations is punishable solely by an administrative fine and not a criminal infraction; and
- Setting specific administrative fine amounts.

In order to effectively regulate sidewalk vending activity, protect public health and safety, and ensure consistency with current legal standards, the County must update Chapter 5.60 of the Napa County Code. Staff recommends changes to ensure compliance with SB 946 and Government Code Chapter 6.2 Sections 51036 - 51039, including changes to:

- Update the permit application to require proposed hours of operation;
- Revise the permit revocation criteria to include violations of public health or safety, or any violation of state or county health codes as grounds for revocation;
- Clarify the process for appealing a permit decision;
- Replace criminal citations with an administrative enforcement process;
- Establish administrative fines consistent with the law, as follows:
  1. For permitted vendors, violations will be subject to the following penalties:
    - First violation: Issuance of a notice of violation outlining the specific code section violated.
    - Second violation (within one year): Fine not to exceed one hundred dollars (\$100).
    - Third violation (within one year of the first): Fine not to exceed two hundred dollars (\$200).
    - Additional violations (within one year of the first): Fine not to exceed five hundred dollars (\$500) per violation.
  2. For vendors operating without a permit, violations will be punishable by a fine not to exceed three times the cost of the required permit;
- Specify a process for hardship waivers from any administrative fines; and
- Non-substantive edits to clarify and modernize existing language.

The proposed ordinance was introduced at the Board of Supervisors’ October 7, 2025, regular meeting. The Board, by unanimous vote, indicated its intent to adopt the ordinance.

Requested Action: Adopt the proposed ordinance amending Chapter 5.40 as set forth in the item attachment.

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	If Chapter 5.40 is not amended, it will be inconsistent with state law and could create confusion by those who might rely on the County Code instead of State Law.
Is the general fund affected:	No
Future fiscal impact:	None
Consequences if not approved:	PBES would have to follow existing ordinance provisions and state law, which may impede implementation and enforcement.

**ENVIRONMENTAL IMPACT**



ENVIRONMENTAL DETERMINATION: The proposed action is exempt from the provisions of the CEQA pursuant to the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]

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

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AMENDING CHAPTER 5.40 (PEDDLING  
AND SOLICITING) OF THE NAPA COUNTY CODE TO CONFORM TO  
CALIFORNIA HEALTH AND SAFETY CODE REQUIREMENTS AND  
TO CLARIFY THE REQUIREMENTS**

**WHEREAS**, Chapter 5.40 was adopted in 1982; and

**WHEREAS**, Chapter 5.40 was amended in 2013 to align updates to California's Health and Safety Code; and

**WHEREAS**, the Board of Supervisors wishes to amend Chapter 5.40 to align with California's Health and Safety Code Section 51036 – 51039 and to clarify the requirements.

**NOW, THEREFORE**, the Board of Supervisors of Napa County ordains as follows:

**SECTION 1:** Section 5.40.010 (Definitions.) of Chapter 5.40 (Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.010 – Definitions.**

Unless the context otherwise requires, the definitions in this section shall govern the construction of this chapter:

"Department" means the county department of planning, building and environmental services.

"Director" means the director of the county department of planning, building and environmental services, or the director's authorized designee.

"Engaged in business" means the conducting, managing or carrying on of any business mentioned herein by any person or owner, officer, agent, manager, employee, servant, tenant of lessee, partner or associate.

"Peddler" means any person who travels by foot or by any type of conveyance from door to door, house to house, place to place, or street to street, carrying, conveying or transporting food, goods, wares, merchandise or other personal property of any nature whatsoever, offering or exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from any vehicle or from any place not a permanent store building. The word "peddler" means and includes the words "hawker," "huckster," "roadside vendor" and "itinerant vendor." The word "peddler" shall also mean a person offering goods, wares or merchandise for sale or future delivery from a fixed place of business if the goods, wares or merchandise are sold during a temporary or limited period of time, or seasonally.

"Solicitor" means any person who travels either by foot or by any type of conveyance from door to door, house to house, place to place, or street to street, taking or attempting to take

subscriptions, contracts of sale, or orders for the sale of foods, goods, wares, merchandise or other personal property of any nature whatever for future delivery, or for services to be furnished or performed in the future, whether or not such person has, carries or exposes for sale a sample of the subject of such sale or whether or not he collects advance payments on such sales. The word "solicitor" shall include any person who uses or occupies any building, structure, room, shop, conveyance or other place other than a permanent store building within the county for the purpose of exhibiting samples and taking orders for merchandise or service for future delivery. The word "solicitor" shall include itinerant merchants and persons soliciting funds or otherwise peddling or soliciting for religious, political or charitable purposes.

**SECTION 2:** Section 5.40.030 (Exemptions from chapter applicability.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.030 – Exemptions from chapter applicability.**

This chapter shall not apply to:

- A. Persons soliciting orders from or selling to retail dealers for use or for resale, or to manufacturers for processing;
- B. Public agencies;
- C. Any person operating a regular route not less than once a week for newspapers, eggs, dairy or bakery products;
- D. Persons regulated and required to be licensed by the state, or any of its agencies, while these persons are actually engaged in the activity for which the license is required;
- E. Persons delivering or soliciting for a newspaper of general circulation;
- F. Growers or producers of any agricultural commodity sold or offered for sale on the premises where grown or produced;
- G. Persons soliciting funds or peddling or soliciting goods or publications for the sole and bona fide purpose of propagating a religious or political faith, doctrine or belief, or for charitable purposes.

**SECTION 3:** Section 5.40.040 (Permit —Application.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.040 – Permit—Application.**

A person shall apply to the director for a permit to engage in the business of peddler or solicitor on a form provided by the director, which shall require:

- A. Name, birthdate and description of the applicant;
- B. Permanent home address and local address of the applicant;
- C. The name and address of the applicant's business, their interest in or relationship with such business, and, if the applicant is employed, the name and address of their employer together with credentials establishing the exact relationship between the applicant and such employer;

- D. A brief description of the nature of the applicant's proposed business and of the product or services to be peddled or solicited, including the hours of operation;
- E. If any food product or substance for human consumption is to be peddled, a statement certifying compliance with the requirements of Chapter 8.04.

**SECTION 4:** Section 5.40.050 (Permit—Fees.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.050 – Permit—Fees.**

Applications for a peddler's or solicitor's permit shall be accompanied by that fee established by resolution of the board.

**SECTION 5:** Section 5.40.050 (Permit—Bond or insurance.) of Chapter 5.40 (Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.060 – Permit—Bond or insurance.**

The director shall require of each applicant whose application has been approved, a liability insurance policy or bond, executed by the applicant as principal and surety company qualified and authorized to do business in California as surety, in the sum of three hundred thousand dollars, to protect adequately the interests of the county and the public. This policy or bond shall require the applicant to:

- A. Fully comply with the provisions of this chapter and with the provisions of all other applicable regulations of the county and statutes of the state concerning the sale of any goods, wares, merchandise or services subject to this chapter;
- B. Pay all judgments rendered against the applicant for injuries to person and/or loss or damage to property resulting from the negligent operation of the business of the applicant within the county;
- C. Pay all judgments recovered by any person against the applicant arising out of any misrepresentation or deception practiced upon any person transacting business with the applicant as peddler or solicitor within the county;
- D. Pay all judgments recovered by any person against the applicant arising from or connected with the applicant's activities as a peddler or solicitor within the county. The policy or bond shall also provide that any person injured by negligent operation of the business or having a claim or cause of action arising from the licensed activity shall have a right of action directly on the policy or bond. Such policy or bond shall remain in full force and effect for a period of ninety days after the expiration of the permit and any renewal thereof.

**SECTION 6:** Section 5.40.070 (Permit—Bond or insurance.) of Chapter 5.40 (Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.070 – Permit—Issuance conditions.**

- A. The issuance of a permit shall be subject to the following conditions:
1. If the application is for a permit to engage in the business of peddling any food products or substance for human consumption or other thing which might endanger the public health, the director shall cause to be made such investigation and examination of the applicant and applicant's equipment, facilities, place of business and/or manner of operation of same, as it shall deem necessary for the protection of the public health and welfare and to assure compliance with the sanitation laws of the state, and ordinances of the county.
    - a. If as a result of such investigation, any of the matters investigated are found to be unsatisfactory, the director shall endorse on such application its disapproval thereof and the reasons and notify the applicant that their application has been disapproved and that no permit will be issued.
    - b. If, as a result of such investigation, the applicant's equipment, facilities, place of business and/or manner of operation of same are found to be satisfactory, the director shall endorse on the application its approval.
  2. If the application is for a permit to engage in the business of offering goods, wares or merchandise for sale or future delivery from a fixed place of business such as a mobilehome, trailer, truck, bus, automobile or wagon parked on or otherwise occupying private property for a temporary or limited period of time, the director shall cause to be made such investigation and examination of such temporary or limited place of business and its manner of operation to ensure consistency with the policies in the county's General Plan and compliance with the requirements of Title 18 (zoning) of this code.
    - a. If the result of such investigation discloses inconsistency with the General Plan or noncompliance with Title 18 (zoning), the director shall notify the applicant that their application has been disapproved and that no permit will be issued until such time as compliance is insured.
    - b. If, as a result of such investigation, the applicant's place of business and manner of operation of same are found to be satisfactory, the director shall endorse on the application their approval, including any or all such conditions as may be imposed on the operation of the applicant's business on the application. Failure of the applicant to comply with all such condition(s) shall be considered sufficient and proper grounds for the revocation of the permit. The director shall enforce compliance with the conditions.
  3. Such other conditions as may be imposed by the director in conformity with the written general operating conditions on file in their office.
- B. If, upon completion of the investigation, the application is approved, and after payment of all fees and demonstration of financial assurances required by this chapter, the director shall issue or cause to be issued a permit addressed to the applicant for the carrying on of the business of peddler or solicitor, and the director shall keep a record showing the number of each permit, the purpose for which it is issued, the name and address of the person to whom it is issued, and the dates of issue and expiration thereof.

**SECTION 7:** Section 5.40.090 (Permit—Carrying and display.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.090 – Permit—Carrying and display.**

Every applicant shall at all times when engaged in peddling or soliciting, carry and prominently display the permit issued under this chapter.

**SECTION 8:** Section 5.40.110 (Permit—Revocation conditions.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.110 – Permit—Revocation conditions.**

Any permit issued pursuant to this chapter may be revoked at any time by the director for any of the following reasons:

- A. Fraud, misrepresentation or false statement contained in the application for a permit, or in the interstate commerce exemption declaration;
- B. Fraud, misrepresentation or false statement made in the course of carrying on the activity authorized by such permit;
- C. Violation of the provisions of the permit or this chapter;
- D. Conducting the activity authorized by the permit in an unlawful manner, or in such a manner as to cause a breach of the peace or as to constitute a menace to the health, safety or general welfare of the public, or a violation of a state or county health code;
- E. Finding of any fact which, if known, would have prevented issuance of the permit;
- F. Failure to pay any judgment arising from or connected with the activities authorized by the permit.

**SECTION 9:** Section 5.40.120 (Restrictions on visiting premises.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.120 –Restrictions on visiting premises.**

No person shall peddle or solicit at or upon any premises within the unincorporated area of the county which are posted with a clearly visible sign bearing the words "No Peddlers or Solicitors" or similar words.

**SECTION 10:** Section 5.40.130 (Nuisance activities prohibited.) of Chapter 5.40

(Peddling and Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.130 – Nuisance activities prohibited.**

No person shall, in the course of engaging in the business of peddler or solicitor, create any public nuisance, including disturbing the peace and quiet of any neighborhood by the use of loud noise, brilliant lights or any act offensive to the senses.

**SECTION 11:** Section 5.40.050 (Enforcement.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.140 – Enforcement.**

The enforcement officer, as defined in Section 1.28.040, shall have responsibility for enforcement of this chapter, including failure of a permittee to comply with the provisions of their permit or this chapter. Consistent with Section 1.40.160, the enforcement officer may issue citations, pursuant to Chapter 1.28, imposing administrative penalties for violations of any provisions of this chapter or a permit issued pursuant to this chapter.

**SECTION 12:** Section 5.40.150 (Appeal procedure.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.150 – Appeal procedure.**

Any person affected by a decision of the director to deny or grant or condition a permit application submitted under Section 5.40.040 (Permit Application), or a request for renewal under Section 5.40.080 (Permit—Term—Renewal), or to revoke a permit under Section 5.40.110 (Permit—Revocation Conditions) shall have the right of appeal. Such appeal shall be taken in accordance with Chapter 2.88.

**SECTION 13:** Section 5.40.160 (Violation—Penalty.) of Chapter 5.40 (Peddling and

Soliciting) of the Napa County Code is amended to read in full as follows:

**5.40.160 – Violation—Penalty.**

The violation of any provision of this chapter may be punishable by an administrative fine. For permitted vendors, a violation is punishable by (1) a notice of violation detailing the violation and the portion of the chapter violated, (2) a fine not to exceed one hundred dollars (\$100) for a second violation within one year of a first violation, (3) a fine not to exceed two hundred dollars (\$200) for a third violation within one year of the first violation, (4) a fine not to exceed five hundred dollars (\$500) for each additional violation within one year of the first violation. For vendors operating without a permit, a violation for operating without a permit is punishable by a fine not to exceed three times the cost of the permit. Any citation issued by an enforcement officer shall include a notice of the right to request an advance deposit hardship waiver, and information on how to submit a request for an advance deposit hardship waiver under Section 128,100, which will govern such requests.

**SECTION 14:** The Board of Supervisors finds that adoption of this Ordinance is exempt from the provisions of the CEQA pursuant to the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the

environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]

**SECTION 15:** If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

**SECTION 16:** This Ordinance shall be effective thirty (30) days from and after the date of its passage.

**SECTION 17:** A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

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



The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 7th day of October 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 21st day of October 2025, by the following vote:

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

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Rebekah Reynolds</u> Deputy County Counsel</p> <p>By: <u>McKayla McMahon</u> Code Services</p> <p>Date: <u>9/22/2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON \_\_\_\_\_.

\_\_\_\_\_, DEPUTY  
 NEHA HOSKINS, CLERK OF THE BOARD



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1647

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, County Executive Officer  
**REPORT BY:** Jasmine Elo, Management Analyst  
**SUBJECT:** Accept Report Regarding Fees Waived During FY 2024-25

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### **RECOMMENDATION**

Accept and file the Annual Report of fees waived by various County departments during fiscal year 2024-25. (Fiscal Impact: \$151,396 Reduced Revenues; Various Funds; Budgeted; Discretionary)

### **BACKGROUND**

Per Part 10 of the Napa County Fee Policy, "The County Executive Officer shall prepare annual reports regarding the nature, number and dollar amount of fees waived by the various County departments and shall present those reports to the Board of Supervisors for review."

According to the policy, the officer or employee responsible for collecting any fee established in the Fee Policy, or on an appeal the County Executive Officer, may waive a fee if the following findings are made:

1. The waiver of the fee will advance a public policy; and
2. The waiver of the fee is in the public interest and will promote a public benefit; and
3. The applicant is a non-profit organization; and
4. The non-profit organization approved for a temporary event fee waiver or special event on roadways/road closure fee waiver has provided written assurance that a designated percentage of the proceeds of said event will be donated for the public benefit of the citizens of Napa County; and
5. The fee is not for a building, public works, or other permit whose user fee has been established to recover the full cost of service, according to County policy except for roadways/road closure permits; or
6. The appeal fee is for an individual who can provide verification of fiscal hardship.

The total fees waived during fiscal year 2024-25 amount to \$151,396 (see attached list). The departments listed on the report include the Assessor-Recorder-Clerk, Library, Planning, Building and Environmental Services (PBES), and Public Works.

Assessor-Recorder-Clerk waives fees in accordance with State proclamation for vital records of people whose property was destroyed in a Governor-declared disaster. Photocopy fees are waived for owners of property destroyed in a calamity disaster. The Napa County Library waives fees for the following reasons: patrons

submit a police report to document stolen items, a one-time waiver for fiscal hardship, or Collection Agency Fees when all outstanding items have been returned.

PBES waives fees for temporary event permits, food facilities and temporary food vendor permits, primarily for non-profit organizations that meet the findings outlined in the policy. These waivers are approved when they advance a public policy objective, promote a public benefit, and support community-based events and organizations where a designated portion of proceeds is returned to benefit Napa County residents. Permit fees are also waived for departments within the County. Additionally, food facility and temporary food vendor permit fees are waived for honorably discharged veterans who peddle, or vend any goods, wares or merchandise, except spiritous, malt, vinous or other intoxicating liquor, in accordance with California state law, when providing their Veteran’s DD214 form demonstrating eligibility. Finally, per County Policy Sec. 10.020 (d), PBES reduces building fees when a local emergency is declared to assist disaster victims with replacing or repairing structures for a period of five years from the date of the declaration.

Public Works listed two departments for waiving fees, Roads and the Animal Shelter. Most waived fees in the Roads department are for non-profit event organizers who meet the criteria above. Fees are waived at the Animal Shelter when the shelter is at or near capacity to create space for incoming animals, which promotes public safety, prevents abandonment and ensures vulnerable animals continue to receive care.

Requested Action:

Accept and file the fiscal year 2024-25 Annual Report of fees waived by various County departments.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Various departments
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Fee waivers are covered as part of Napa County General Provisions, Section 10.020
Is the general fund affected?	Yes
Future fiscal impact:	None

**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.

### Waived Fees in Fiscal Year 2024-25

<b>Department</b>	<b>Cost</b>
Assessor-Recorder-Clerk	\$169.30
Library	\$1,895.29
Planning, Building, & Environmental Services	\$114,635.23
Public Works	\$34,695.78
<b>Total:</b>	<b>\$151,395.60</b>

**Assessor-Recorder-Clerk - List of Waived Fees in Fiscal Year**

Date Fee Waived	Permit (or fee) #	Entity paying fee	Type	Org type	Cost
7/26/2024	1 @ \$3.00 (up to 5 pages)	(APN 017120039000)	Assessor Building Record	Fire Victim: Napa Fire Complex	\$ 3.00
8/9/2024	1 @ \$3.00 (up to 5 pages)	Lara Hadhazy: APN (018-080-010)	Assessor Building Record	Fire Victim: LNU Fire	\$ 3.00
8/9/2024	25 @ \$0.10 (each add'l page)	Lara Hadhazy: APN (018-080-010)	Assessor Building Record	Fire Victim: LNU Fire	\$ 2.50
10/2/2024	1 @ \$3.00 (up to 5 pages)	Michael J Jordan Appraisals Inc(APN 052-380-035)	Assessor Building Record	Fire Victim	\$ 3.00
10/2/2024	6 @ \$ .10 (each add'l page)	Michael J Jordan Appraisals Inc(APN 052-380-035)	Assessor Building Record	Fire Victim	\$ 0.60
10/4/2024	1 @ \$17.00 each	Ian MacMillan	Marriage Certificate By Executive Proclamation	Fire Victim	\$ 17.00
10/16/2024	1 @ \$ .10 (each add'l page)	Chris Trapp (APN 019-492-015)	Assessor Building Record	Fire Victim: LNU Fire	\$ 0.10
10/24/2024	1 @ \$3.00 (up to 5 pages)	Susan Karakasevic (APN 022-150-024)	Assessor Building Record	Fire Victim	\$ 3.00
10/24/2024	12 @ \$ .10 (each add'l page)	Susan Karakasevic (APN 022-150-024)	Assessor Building Record	Fire Victim	\$ 1.20
10/24/2024	1 @ \$ 4.00 (each page)	Susan Karakasevic (42RS95)	Record of Survey Map	Fire Victim	\$ 4.00
10/24/2024	1 @ \$3.00 (up to 5 pages)	Sally Kimsey (APN 016-060-015)	Assessor Building Record	Fire Victim: LNU Fire	\$ 3.00
10/24/2024	1 @ \$ .10 (each add'l page)	Sally Kimsey (APN 016-060-015)	Assessor Building Record	Fire Victim: LNU Fire	\$ 0.10
10/25/2024	1 @ \$3.00 (up to 5 pages)	Brian Durnian (APN 020-350-028)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
10/29/2024	1 @ \$3.00 (up to 5 pages)	Sydney Wargo (APN 020-350-041)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
10/29/2024	1 @ \$ .10 (each add'l page)	Sydney Wargo (APN 020-350-041)	Assessor Building Record	Fire Victim: Glass Fire	\$ 0.10
10/30/2024	1 @ \$3.00 (up to 5 pages)	Brian Durnian (APN 017-120-005)	Assessor Building Record	Fire Victim: Napa Fire Complex	\$ 3.00
10/30/2024	5 @ \$ .10 (each add'l page)	Brian Durnian (APN 017-120-005)	Assessor Building Record	Fire Victim: Napa Fire Complex	\$ 0.50
12/10/2024	1 @ \$3.00 (up to 5 pages)	Scott Jeeves (APN 020-150-023)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
12/10/2024	1 @ \$3.00 (up to 5 pages)	HBC Homes LLC (APN 061-071-010)	Assessor Building Record	Fire Victim	\$ 3.00
12/12/2024	1 @ \$3.00 (up to 5 pages)	Beth Braby (APN 018-060-004)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
12/12/2024	1 @ \$ .10 (each add'l page)	Beth Braby (APN 018-060-004)	Assessor Building Record	Fire Victim: Glass Fire	\$ 0.10
12/12/2024	1 @ \$3.00 (up to 5 pages)	Irvin Klein (APN 021-360-001)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
12/12/2024	2 @ \$ .10 (each add'l page)	Irvin Klein (APN 021-360-001)	Assessor Building Record	Fire Victim: Glass Fire	\$ 0.20
12/12/2024	1 @ \$3.00 (up to 5 pages)	Margaret Burke (APN 061-072-040)	Assessor Building Record	Fire Victim: Napa Fire Complex	\$ 3.00
12/12/2024	8 @ \$ .10 (each add'l page)	Margaret Burke (APN 061-072-040)	Assessor Building Record	Fire Victim: Napa Fire Complex	\$ 0.80
12/12/2024	5 @ \$ .10 (each add'l page)	Lisa Mini (APN 039-160-009)	Assessor Building Record	Fire Victim	\$ 0.50
12/19/2024	1 @ \$3.00 (up to 5 pages)	Lisa Mini (APN 039-160-009)	Assessor Building Record	Fire Victim	\$ 3.00
12/19/2024	1 @ \$3.00 (up to 5 pages)	Thomas Stockwell (APN 021-360-011)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
12/19/2024	1 @ \$3.00 (up to 5 pages)	Jarod Kawalle (APN 021-1784-003)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
1/7/2025	1 @ \$3.00 (up to 5 pages)	Steve Hasty (APN 020-210-012)	Assessor Building Record	Fire Victim	\$ 3.00
1/7/2025	8 @ \$ .10 (each add'l page)	Steve Hasty (APN 020-210-012)	Assessor Building Record	Fire Victim	\$ 0.80
1/13/2025	1 @ \$3.00 (up to 5 pages)	Paul Ferro (APN 020-350-028)	Assessor Building Record	Fire Victim	\$ 3.00
1/13/2025	1 @ \$3.00 (up to 5 pages)	John Shuey (APN 034-080-005)	Assessor Building Record	Fire Victim	\$ 3.00
1/13/2025	1 @ \$ .10 (each add'l page)	John Shuey (APN 034-080-005)	Assessor Building Record	Fire Victim	\$ 0.10
1/21/2025	1 @ \$3.00 (up to 5 pages)	Paulo Corro (APN 021-280-022)	Assessor Building Record	Fire Victim	\$ 3.00
1/21/2025	1 @ \$ .10 (each add'l page)	Paulo Corro (APN 021-280-022)	Assessor Building Record	Fire Victim	\$ 0.10
1/23/2025	1 @ \$3.00 (up to 5 pages)	Sydney Wargo (APN 020-350-041)	Assessor Building Record	Fire Victim	\$ 3.00
1/23/2025	4 @ \$ .10 (each add'l page)	Sydney Wargo (APN 020-350-041)	Assessor Building Record	Fire Victim	\$ 0.40
2/7/2025	1 @ \$3.00 (up to 5 pages)	Kennedie Mott (APN 025-080-040)	Assessor Building Record	Fire Victim	\$ 3.00
2/7/2025	20 @ \$ .10 (each add'l page)	Kennedie Mott (APN 025-080-040)	Assessor Building Record	Fire Victim	\$ 2.00
4/3/2025	1 @ \$32.00 each	Tyrus A Morrow	Birth Certificate By Executive Proclamation	Victim of Fire	\$ 32.00
4/7/2025	1 @ \$3.00 (up to 5 pages)	Sarah Richards-Gansa (APN 021-410-016)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
4/7/2025	3 @ \$ .10 (each add'l page)	Sarah Richards-Gansa (APN 021-410-016)	Assessor Building Record	Fire Victim: Glass Fire	\$ 0.30
4/16/2025	1 @ \$3.00 (up to 5 pages)	Darlene Walsh (APN 021-341-017)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
4/16/2025	10 @ \$ .10 (each add'l page)	Darlene Walsh (APN 021-341-017)	Assessor Building Record	Fire Victim: Glass Fire	\$ 1.00
4/16/2025	1 @ \$3.00 (up to 5 pages)	Robin Grider (APN 019-493-002)	Assessor Building Record	Fire Victim: LNU Fire	\$ 3.00
4/24/2025	1 @ \$3.00 (up to 5 pages)	Natalie Johnson (APN 019-504-026)	Assessor Building Record	Fire Victim	\$ 3.00
4/30/2025	1 @ \$3.00 (up to 5 pages)	County Appraisals (APN 027-020-030)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
4/30/2025	8 @ \$ .10 (each add'l page)	County Appraisals (APN 027-020-030)	Assessor Building Record	Fire Victim: Glass Fire	\$ 0.80
4/30/2025	1 @ \$3.00 (up to 5 pages)	Michael J Jordan and Assoc (APN 018-060-024)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
4/30/2025	2 @ \$ .10 (each add'l page)	Michael J Jordan and Assoc (APN 018-060-024)	Assessor Building Record	Fire Victim: Glass Fire	\$ 0.20
6/6/2025	1 @ \$3.00 (up to 5 pages)	Robert Cancel (APN 021-360-013)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
6/6/2025	6 @ \$ .10 (each add'l page)	Robert Cancel (APN 021-360-013)	Assessor Building Record	Fire Victim: Glass Fire	\$ 0.60
6/12/2025	1 @ \$3.00 (up to 5 pages)	Stanley Hall (APN 019-482-005)	Assessor Building Record	Fire Victim	\$ 3.00
6/12/2025	1 @ \$3.00 (up to 5 pages)	Stanley Hall (APN 019-492-003)	Assessor Building Record	Fire Victim	\$ 3.00
6/13/2025	1 @ \$3.00 (up to 5 pages)	John Hlivka (APN 039-130-015)	Assessor Building Record	Fire Victim: Napa Fire Complex	\$ 3.00
6/13/2025	1 @ \$3.00 (up to 5 pages)	John Hlivka (APN 039-130-032)	Assessor Building Record	Fire Victim	\$ 3.00
6/13/2025	13 @ \$ .10 (each add'l page)	John Hlivka (APN 039-130-015 and 039-130-032)	Assessor Building Record	Fire Victim: Napa Fire Complex	\$ 1.30
6/24/2025	1 @ \$3.00 (up to 5 pages)	Nicole Murray (APN 021-174-003)	Assessor Building Record	Fire Victim: Glass Fire	\$ 3.00
				<b>Totals</b>	<b>\$ 169.30</b>

### Library - List of Waived Fees in Fiscal Year

Date Fee Waived	Permit (or fee) #	Entity paying fee	Type	Org type	Cost
7/11/2024		Library Patron	Collection Agency		\$ 10.00
7/12/2024		Library Patron	Replacement Cost		\$ 17.50
7/12/2024		Library Patron	Collection Agency		\$ 10.00
7/26/2024		Library Patron	Collection Agency		\$ 10.00
7/31/2024		Library Patron	Collection Agency		\$ 10.00
8/1/2024		Library Patron	Collection Agency		\$ 10.00
8/1/2024		Library Patron	Collection Agency		\$ 10.00
8/2/2024		Library Patron	Replacement Cost		\$ 16.99
8/2/2024		Library Patron	Collection Agency		\$ 10.00
8/2/2024		Library Patron	Replacement Cost		\$ 16.99
8/2/2024		Library Patron	Replacement Cost		\$ 29.98
8/6/2024		Library Patron	Collection Agency		\$ 10.00
8/10/2024		Library Patron	Collection Agency		\$ 10.00
8/27/2024		Library Patron	Collection Agency		\$ 10.00
8/29/2024		Library Patron	Collection Agency		\$ 10.00
8/31/2024		Library Patron	Replacement Cost		\$ 13.89
8/31/2024		Library Patron	Replacement Cost		\$ 17.00
8/31/2024		Library Patron	Replacement Cost		\$ 12.99
9/4/2024		Library Patron	Replacement Cost		\$ 18.00
9/17/2024		Library Patron	Collection Agency		\$ 10.00
9/20/2024		Library Patron	Collection Agency		\$ 10.00
9/27/2024		Library Patron	Replacement Cost		\$ 30.99
10/1/2024		Library Patron	Replacement Cost		\$ 22.97
10/2/2024		Library Patron	Collection Agency		\$ 10.00
10/2/2024		Library Patron	Replacement Cost		\$ 45.00
10/2/2024		Library Patron	Replacement Cost		\$ 28.98
10/2/2024		Library Patron	Collection Agency		\$ 10.00
10/2/2024		Library Patron	Replacement Cost		\$ 18.95
10/2/2024		Library Patron	Replacement Cost		\$ 16.00
10/2/2024		Library Patron	Replacement Cost		\$ 16.00
10/2/2024		Library Patron	Replacement Cost		\$ 15.00
10/2/2024		Library Patron	Replacement Cost		\$ 16.95
10/2/2024		Library Patron	Replacement Cost		\$ 18.00
10/2/2024		Library Patron	Replacement Cost		\$ 17.90
10/2/2024		Library Patron	Replacement Cost		\$ 13.00
10/2/2024		Library Patron	Replacement Cost		\$ 19.00
10/3/2024		Library Patron	Collection Agency		\$ 10.00
10/5/2024		Library Patron	Collection Agency		\$ 10.00
10/8/2024		Library Patron	Collection Agency		\$ 10.00
10/26/2024		Library Patron	Collection Agency		\$ 10.00
10/26/2024		Library Patron	Collection Agency		\$ 10.00
10/29/2024		Library Patron	Collection Agency		\$ 10.00
10/29/2024		Library Patron	Replacement Cost		\$ 5.99

10/31/2024	Library Patron	Collection Agency	\$	10.00
11/1/2024	Library Patron	Replacement Cost	\$	16.50
11/6/2024	Library Patron	Replacement Cost	\$	8.99
11/27/2024	Library Patron	Collection Agency	\$	10.00
12/2/2024	Library Patron	Collection Agency	\$	10.00
12/3/2024	Library Patron	Collection Agency	\$	10.00
12/4/2024	Library Patron	Collection Agency	\$	10.00
12/16/2024	Library Patron	Replacement Cost	\$	18.00
12/20/2024	Library Patron	Collection Agency	\$	10.00
1/4/2025	Library Patron	Replacement Cost	\$	10.00
1/17/2025	Library Patron	Replacement Cost	\$	34.95
1/17/2025	Library Patron	Replacement Cost	\$	13.99
1/17/2025	Library Patron	Replacement Cost	\$	34.00
1/17/2025	Library Patron	Replacement Cost	\$	40.00
2/9/2025	Library Patron	Replacement Cost	\$	14.99
2/13/2025	Library Patron	Replacement Cost	\$	15.50
2/24/2025	Library Patron	Replacement Cost	\$	29.99
3/14/2025	Library Patron	Replacement Cost	\$	75.00
3/18/2025	Library Patron	Replacement Cost	\$	18.99
3/28/2025	Library Patron	Replacement Cost	\$	45.00
4/10/2025	Library Patron	Replacement Cost	\$	17.00
4/10/2025	Library Patron	Replacement Cost	\$	15.00
4/10/2025	Library Patron	Replacement Cost	\$	20.00
4/10/2025	Library Patron	Replacement Cost	\$	19.95
4/10/2025	Library Patron	Replacement Cost	\$	25.99
4/10/2025	Library Patron	Replacement Cost	\$	19.99
4/10/2025	Library Patron	Replacement Cost	\$	9.99
4/10/2025	Library Patron	Replacement Cost	\$	22.97
4/10/2025	Library Patron	Replacement Cost	\$	22.97
4/10/2025	Library Patron	Replacement Cost	\$	10.00
4/10/2025	Library Patron	Replacement Cost	\$	5.97
4/10/2025	Library Patron	Replacement Cost	\$	19.97
4/10/2025	Library Patron	Replacement Cost	\$	44.95
4/10/2025	Library Patron	Replacement Cost	\$	19.97
4/10/2025	Library Patron	Replacement Cost	\$	29.98
4/10/2025	Library Patron	Replacement Cost	\$	10.99
4/10/2025	Library Patron	Replacement Cost	\$	49.99
4/10/2025	Library Patron	Replacement Cost	\$	14.98
4/10/2025	Library Patron	Replacement Cost	\$	5.97
4/10/2025	Library Patron	Replacement Cost	\$	25.00
4/10/2025	Library Patron	Replacement Cost	\$	29.98
4/10/2025	Library Patron	Replacement Cost	\$	14.93
4/10/2025	Library Patron	Replacement Cost	\$	29.99
4/10/2025	Library Patron	Replacement Cost	\$	29.95
4/10/2025	Library Patron	Replacement Cost	\$	9.97
4/10/2025	Library Patron	Replacement Cost	\$	10.00

4/10/2025	Library Patron	Replacement Cost	\$	15.00
4/10/2025	Library Patron	Replacement Cost	\$	15.00
4/10/2025	Library Patron	Replacement Cost	\$	15.00
4/10/2025	Library Patron	Replacement Cost	\$	6.98
4/10/2025	Library Patron	Replacement Cost	\$	20.00
4/10/2025	Library Patron	Replacement Cost	\$	15.00
4/10/2025	Library Patron	Replacement Cost	\$	29.98
4/10/2025	Library Patron	Replacement Cost	\$	15.00
4/10/2025	Library Patron	Replacement Cost	\$	29.99
4/28/2025	Library Patron	Replacement Cost	\$	9.95
4/28/2025	Library Patron	Replacement Cost	\$	15.99
4/28/2025	Library Patron	Replacement Cost	\$	20.00
5/2/2025	Library Patron	Replacement Cost	\$	8.50
5/6/2025	Library Patron	Replacement Cost	\$	18.50
5/28/2025	Library Patron	Replacement Cost	\$	14.00
6/12/2025	Library Patron	Replacement Cost	\$	7.00
6/27/2025	Library Patron	Replacement Cost	\$	28.98
		<b>Total</b>	<b>\$</b>	<b>1,895.29</b>



PBES - List of Waived Fees in Fiscal Year

Date Fee Waived	Permit (or fee) #	Entity Paying Fee	Type	Org Type	Cost
7/1/2024	318598	NC Health & Human Svcs. South Campus	Fixed Food High Risk	Government Agency	\$1,176.00
7/1/2024	318599	NC Health & Human Svcs. South Campus	Stormwater	Government Agency	\$75.00
7/2/2024	BR21-02559-RPL	Cassidy Nolan	Residential-Replace	2020 LNU Lightning Complex	\$51.34
7/2/2024	BR23-01120-RPL	Deborah Bryant	Residential-Replace	2017 Napa Fire Complex	\$153.00
7/5/2024	BR24-01022-ELC	Joe Gromacki	Residential-Electrical	2020 LNU Lightning Complex	\$1,221.04
7/10/2024	605316	Isle of Cookies	Temp. Event	Non-profit	\$111.00
7/16/2024	BR24-01073-ALT	Bobbe Clark	Residential-Alteration	2020 Glass Fire	\$899.68
7/17/2024	BR24-01090-RPL	Paul Ryan	Residential-Replace	2017 Napa Fire Complex	\$4,188.30
7/18/2024	650075	Napa Sofi District Battle of the Bands	Temp. Event	Non-profit	\$413.00
7/23/2024	BR22-01364-MNF	ANGELA SUTTER	Residential-Manufactured	2020 LNU Lightning Complex	\$102.00
7/25/2024	650088	Back2School Block Party	Temp. Event	Non-profit	\$413.00
7/29/2024	436288	Show & Shine	Temp. Event	Non-profit	\$413.00
7/31/2024	436839	County of Napa County Jail	Hazardous Materials Business Plan	Government Agency	\$318.00
7/31/2024	436839	County of Napa County Jail	CUPA State Fee	Government Agency	\$94.00
7/31/2024	6646	County of Napa County Jail	Stormwater	Government Agency	\$75.00
7/31/2024	9166	County of Napa County Jail	Fixed Food Medium Risk	Government Agency	\$691.00
7/31/2024	436999	NC Staff Secure Facility	Fixed Food High Risk	Government Agency	\$1,176.00
7/31/2024	437000	NC Staff Secure Facility	Stormwater	Government Agency	\$75.00
7/31/2024	248995	Bothe State Park	Swimming Pool	Government Agency	\$340.00
7/31/2024	249605	Moore Creek Park	Hazardous Materials Business Plan	Government Agency	\$318.00
7/31/2024	249605	Moore Creek Park	CUPA State Fee	Government Agency	\$94.00
7/31/2024	266487	Camp Berryessa/NCRPOSD	Liquid Waste Alt. Sewage	Government Agency	\$284.00
7/31/2024	6226	Juvenile Hall	Stormwater	Government Agency	\$75.00
7/31/2024	8983	Juvenile Hall	Fixed Food Medium Risk	Government Agency	\$691.00
8/1/2024	BR21-02525-RPL	Justin Brown	Residential-Replace	2017 Napa Fire Complex	\$153.00
8/1/2024	BC24-01181-RPL	Linda Frazier	Commercial-Replace	2020 LNU Lightning Complex	\$5,111.24
8/6/2024	650098	Pony Espresso	Temp. Event	Non-profit	\$171.00
8/6/2024	11228	JLT Concessions	Temp. Event	Non-profit	\$171.00
8/6/2024	BC24-00023-NEW	Juancarlos Fernandez	Commercial-New	2020 Glass Fire	\$5,426.57
8/7/2024	BC24-00025-NEW	Mychael Holloran	Commercial-New	2020 Glass Fire	\$1,349.74
8/14/2024	E24-00340	Napa County	Environmental-Online-Water Wells	Government Agency	\$333.66
8/20/2024	317115	Calistoga Harvest Table	Temp. Event	Non-profit	\$413.00
8/22/2024	605466	American Canyon's Night out	Temp. Event	Non-profit	\$413.00
8/23/2024	BC24-01023-ELC	Joe Gromacki	Commercial-Electrical	2020 LNU Lightning Complex	\$294.32
8/27/2024	E24-00359	Napa County	Environmental-Online-Soil Borings	Government Agency	\$264.45
8/27/2024	E24-00360	Napa County	Environmental-Online-Soil Borings	Government Agency	\$264.45
8/27/2024	E24-00361	Napa County	Environmental-Online-Soil Borings	Government Agency	\$264.45
8/27/2024	E24-00362	Napa County	Environmental-Online-Soil Borings	Government Agency	\$264.45
8/31/2024	544187	Feeding it Forward	Fixed Food Medium Risk	Non-profit	\$691.00
8/31/2024	544188	Feeding it Forward	Stormwater	Non-profit	\$75.00
9/4/2024	BR24-00049-RPL	Amer Pervan	Residential-Replace	2018 Steele Fire	\$146.09
9/4/2024	BR24-01356-RPL	Jeff J Ratto	Residential-Replace	2017 Napa Fire Complex	\$5,753.03
9/5/2024	BR24-01369-ELC	Jeffery Cisi	Residential-Electrical	2017 Napa Fire Complex	\$383.93
9/5/2024	BR21-01770-RPL	Alan J Skinner	Residential-Replace	2017 Napa Fire Complex	\$70.00
9/10/2024	BR21-02165-RPL	The Roby Baruch and Rahel Esman Living Trust	Residential-Replace	2017 Napa Fire Complex	\$245.63
9/12/2024	BR23-00627-RPL	Peter Hamilton	Building/Residential/Replace/NA	2017 Napa Fire Complex	\$12.61
9/13/2024	BR23-01107-RPL	Juancarlos Fernandez	Residential-Replace	2020 Glass Fire	\$76.50
9/17/2024	650181	Isle of Cookies	Temp. Event	Non-profit	\$111.00
9/18/2024	650183	Baboy Boys	Temp. Event	Non-profit	\$171.00
9/18/2024	BR23-00940-RPL	Mychael Holloran	Residential-Replace	2020 Glass Fire	\$229.50
9/20/2024	BR24-01164-RPL	CMH Homes Inc	Residential-Replace	2020 Glass Fire	\$1,361.89
9/23/2024	BR24-01403-RPL	Carolina Picazo	Residential-Replace	2020 LNU Lightning Complex	\$2,226.63
9/24/2024	BR21-02474-RPL	CALINC Training	Residential-Replace	2020 LNU Lightning Complex	\$255.00
9/30/2024	10415	Vintage High Athletic Booster	Fixed Food Low Risk	Non-profit	\$301.00
10/1/2024	BR19-01996-RPL	ANDRES SOTO	Residential-Replace	2017 Napa Fire Complex	\$102.00
10/4/2024	BR24-00999-NEW	Ralitzia Varlakova	Residential-New	2020 Glass Fire	\$1,825.92
10/10/2024	BR24-01072-RPL	Bobbe Clark	Residential-Replace	2020 Glass Fire	\$2,050.53
10/15/2024	BR21-01845-RPL	Patrick Duggan	Residential-Replace	2020 LNU Lightning Complex	\$446.25
10/22/2024	BR24-01647-MNF	Chris Trap	Residential-Manufactured	2020 LNU Lightning Complex	\$2,665.25
10/24/2024	E24-00436	Napa County	Environmental-Online-Soil Borings	Government Agency	\$264.45
10/24/2024	BR23-01300-RPL	Sudhir Ghimire	Residential-Replace	2020 LNU Lightning Complex	\$102.00
10/25/2024	544929	Calistoga Harvest Table	Temp. Event	Non-profit	\$413.00
10/25/2024	544992	Celebrate Napa Valley	Temp. Event	Non-profit	\$111.00
10/29/2024	BR22-02158-RPL	Marston Vineyard LP	Residential-Replace	2020 Glass Fire	\$178.69
10/31/2024	4541	De La Salle Institute	Hazardous Materials Business Plan	Non-profit	\$354.00
10/31/2024	4629	De La Salle Institute	Under-Ground Storage Tank (per tank-state fee)	Non-profit	\$20.00
10/31/2024	4629	De La Salle Institute	Under-Ground Storage Tank permit	Non-profit	\$464.00
10/31/2024	7518	De La Salle Institute	Stormwater CUPA	Non-profit	\$75.00
10/31/2024	11265	De La Salle Institute	Fixed Food High Risk	Non-profit	\$1,176.00
10/31/2024	437036	De La Salle Institute	CUPA State Fee	Non-profit	\$94.00
10/31/2024	437036	De La Salle Institute	Hazardous Waste	Non-profit	\$171.00
11/6/2024	BR24-01734-ELC	Benjamin Dennet	Residential-Electrical	2017 Napa Fire Complex	\$122.00
11/7/2024	BR24-01748-ELC	Melissa Hamilton	Residential-Electrical	2020 LNU Lightning Complex	\$114.00
11/8/2024	BR24-01726-NEW	Catherine Jean Koehler	Residential-New	2020 LNU Lightning Complex	\$418.14
11/14/2024	650283	Troop 7062 Scouts BSA	Temp. Event	Non-profit	\$111.00
11/20/2024	650292	Calistoga Christmas Fair	Temp. Event	Non-profit	\$413.00
11/20/2024	650293	Celebrate Napa Valley	Temp. Event	Non-profit	\$111.00
11/20/2024	BR23-01520-MNF	Emmett Tetz	Residential-Manufactured	2020 Glass Fire	\$127.50
11/26/2024	10817	Napa Farmers Market-Sat	Temp. Event	Non-profit	\$226.00
11/26/2024	10816	Napa Farmers Market-Tues	Temp. Event	Non-profit	\$226.00
11/30/2024	4401	County of Napa Animal Shelter	Hazardous Materials Business Plan	Government Agency	\$318.00

11/30/2024	4401	County of Napa Animal Shelter	CUPA State Fee	Government Agency	\$94.00
11/30/2024	4504	County of Napa Admin. Bldg.	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	4504	County of Napa Admin. Bldg.	CUPA State Fee	Government Agency	\$94.00
11/30/2024	3104	Water Treatment Facility	Hazardous Materials Business Plan	Government Agency	\$354.00
11/30/2024	3104	Water Treatment Facility	CUPA State Fee	Government Agency	\$94.00
11/30/2024	249198	Juvenile Hall	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	249198	Juvenile Hall	CUPA State Fee	Government Agency	\$94.00
11/30/2024	2837	County of Napa-Yountville Yard	Hazardous Waste	Government Agency	\$171.00
11/30/2024	2837	County of Napa-Yountville Yard	CUPA State Fee	Government Agency	\$94.00
11/30/2024	4437	County of Napa-Yountville Yard	Hazardous Materials Business Plan	Government Agency	\$354.00
11/30/2024	5232	County of Napa-Yountville Yard	Aboveground Storage Tank	Government Agency	\$135.00
11/30/2024	5232	County of Napa-Yountville Yard	AST State Fee	Government Agency	\$26.00
11/30/2024	7479	County of Napa-Yountville Yard	Stormwater CUPA	Government Agency	\$75.00
11/30/2024	2849	County of Napa-Spanish Flat Yard	Hazardous Waste	Government Agency	\$171.00
11/30/2024	2849	County of Napa-Spanish Flat Yard	CUPA State Fee	Government Agency	\$94.00
11/30/2024	4461	County of Napa-Spanish Flat Yard	Hazardous Materials Business Plan	Government Agency	\$354.00
11/30/2024	5236	County of Napa-Spanish Flat Yard	Aboveground Storage Tank	Government Agency	\$135.00
11/30/2024	5236	County of Napa-Spanish Flat Yard	AST State Fee	Government Agency	\$26.00
11/30/2024	7478	County of Napa-Spanish Flat Yard	Stormwater CUPA	Government Agency	\$75.00
11/30/2024	2386	County of Napa-Equipment Pool	Hazardous Waste	Government Agency	\$208.00
11/30/2024	2386	County of Napa-Equipment Pool	CUPA State Fee	Government Agency	\$94.00
11/30/2024	3050	County of Napa-Equipment Pool	Hazardous Materials Business Plan	Government Agency	\$354.00
11/30/2024	6012	County of Napa-Equipment Pool	Stormwater CUPA	Government Agency	\$75.00
11/30/2024	249200	650 Imperial Way	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	249200	650 Imperial Way	CUPA State Fee	Government Agency	\$94.00
11/30/2024	249201	Sheriff's Department	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	249201	Sheriff's Department	CUPA State Fee	Government Agency	\$94.00
11/30/2024	249509	Sheriff's Department	Aboveground Storage Tank	Government Agency	\$135.00
11/30/2024	249509	Sheriff's Department	AST State Fee	Government Agency	\$26.00
11/30/2024	249505	County of Napa Airport	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	249505	County of Napa Airport	CUPA State Fee	Government Agency	\$94.00
11/30/2024	266477	South Napa Campus Bldg. E	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	266477	South Napa Campus Bldg. E	CUPA State Fee	Government Agency	\$94.00
11/30/2024	318801	South Napa Campus Bldg. A	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	318801	South Napa Campus Bldg. A	CUPA State Fee	Government Agency	\$94.00
11/30/2024	436913	Waste Water Treatment & Disposal	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	436913	Waste Water Treatment & Disposal	CUPA State Fee	Government Agency	\$94.00
11/30/2024	437565	County of Napa Re-Entry Facility	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	437565	County of Napa Re-Entry Facility	CUPA State Fee	Government Agency	\$94.00
11/30/2024	606028	Water Tank No. 1	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	606028	Water Tank No. 1	CUPA State Fee	Government Agency	\$94.00
11/30/2024	606029	Water Tank No. 2	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	606029	Water Tank No. 2	CUPA State Fee	Government Agency	\$94.00
11/30/2024	606030	Sewer Lift Station B	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	606030	Sewer Lift Station B	CUPA State Fee	Government Agency	\$94.00
11/30/2024	606031	Sewer Lift Station C	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	606031	Sewer Lift Station C	CUPA State Fee	Government Agency	\$94.00
11/30/2024	606032	Sewer Lift Station D	Hazardous Materials Business Plan	Government Agency	\$318.00
11/30/2024	606032	Sewer Lift Station D	CUPA State Fee	Government Agency	\$94.00
12/3/2024	BR24-01140-RPL	Benjamin Dennett	Residential-Replace	2017 Napa Fire Complex	\$1,907.93
12/3/2024	BR23-01147-RPL	Debroah Bryant	Residential-Replace	2017 Napa Fire Complex	\$102.00
12/5/2024	650304	Holiday Market & Mingle	Temp. Event	Non-profit	\$413.00
12/9/2024	650309	All Star Dips	Temp. Event	Non-profit	\$171.00
12/13/2024	BR23-00717-RPL		Building-Residential-Replace	2017 Napa Fire Complex	\$102.00
12/17/2024	BR24-01903-ALT	David F Larochelle	Residential-Alteration	2017 Napa Fire Complex	\$1,628.26
12/17/2024	BR24-01924-RPL	Margaret Burke	Residential-Replace	2017 Napa Fire Complex	\$1,179.50
12/17/2024	BR24-01925-RPL	Margaret Burke	Residential-Replace	2017 Napa Fire Complex	\$244.63
12/20/2024	B18-02367	Daniel Al Sannaa	Residential	2017 Napa Fire Complex	\$511.00
12/20/2024	BR24-01950-ELC	DONALD GOMEZ	Residential-Electrical	2017 Napa Fire Complex	\$201.50
12/20/2024	BR24-01951-ELC	DONALD GOMEZ	Residential-Electrical	2017 Napa Fire Complex	\$201.50
12/31/2024	11471	Boys & Girls Club of Napa	Fixed Food Medium Risk	Non-profit	\$691.00
12/31/2024	11472	Boys & Girls Club of Napa	Stormwater	Non-profit	\$75.00
12/31/2024	436733	American Canyon Boys & Girls Club	Fixed Food Medium Risk	Non-profit	\$691.00
12/31/2024	436734	American Canyon Boys & Girls Club	Stormwater	Non-profit	\$75.00
12/31/2024	436081	Platanito Latin Cuisine	Mobile Food High Risk	Vet-Exempt	\$487.00
12/31/2024	437495	Bentley Residence	Cottage Food B	Vet-Exempt	\$197.00
1/2/2025	BR24-01252-NEW	Teresa D Wignall John C Piccolo-Wignall	Residential-New	2020 Glass Fire	\$421.46
1/7/2025	BR21-02150-RPL	Roman Cheglov	Residential-Replace	2020 LNU Lightning Complex	\$102.00
1/15/2025	BC21-02499-RPL	jeep shed llc	Commercial-Replace	2017 Napa Fire Complex	\$391.50
1/22/2025	650374	AC High School Choral Music	Temp. Event	Non-profit	\$384.00
1/31/2025	BR21-02012-MNF	Bo Lu	Building/Residential/Manufactured/NA	2020 LNU Lightning Complex	\$1,485.79
2/7/2025	BR22-01362-RPL	Cortes Construction Pedro Cortes	Residential-Replace	2020 Glass Fire	\$153.00
2/11/2025	605989	Coffee & Cocoa on the go	Temp. Event	Non-profit	\$576.00
2/18/2025	E25-00069	Napa County	Environmental-Online-Soil Borings	Government Agency	\$275.20
2/18/2025	E25-00070	Napa County	Environmental-Online-Soil Borings	Government Agency	\$275.20
2/18/2025	E25-00071	Napa County	Environmental-Online-Soil Borings	Government Agency	\$275.20
2/18/2025	E25-00072	Napa County	Environmental-Online-Soil Borings	Government Agency	\$275.20
2/24/2025	E25-00082	Napa County	Environmental-Online-Soil Borings	Government Agency	\$275.20
2/26/2025	605698	Farruggia Baking Company	Cottage Food	Non-profit	\$256.00
4/1/2025	426074	Earth Day	Temp. Event	Non-profit	\$576.00
4/2/2025	BR24-00274-NEW	Chris Lippi	Residential-New	2020 Glass Fire	\$65.32
4/3/2025	650481	First Thursdays	Temp. Event	Non-profit	\$1,792.00
4/4/2025	BR25-00492-ELC	Garrett Hale	Residential-Electrical	2020 Glass Fire	\$96.50

4/9/2025	BR24-01357-RPL	Jeff J Ratto	Residential-Replace	2020 LNU Lightning Complex	\$3,230.48
4/10/2025	605156	Napa Bike Fest	Temp. Event	Non-profit	\$576.00
4/24/2025	605125	Cope Kid's Day	Temp. Event	Non-profit	\$576.00
4/28/2025	650512	Farruggia Baking Company	Temp. Event	Non-profit	\$576.00
4/28/2025	650513	Parkfest/Art Extravaganza	Temp. Event	Non-profit	\$576.00
4/29/2025	BR23-01317-ALT	Pamela L Puccinelli	Residential-Alteration	2020 Glass Fire	\$301.49
4/30/2025	8822	Napa Junior Girls Softball	Fixed Food Medium Risk	Non-profit	\$924.00
4/30/2025	650509	NC Dept. of Corrections	Hazardous Materials Business Plan	Government Agency	\$654.00
4/30/2025	650510	NC Dept. of Corrections	Fixed Food High Risk	Government Agency	\$1,562.00
4/30/2025	650511	NC Dept. of Corrections	Stormwater	Government Agency	\$116.00
4/30/2025	650509	NC Dept. of Corrections	CUPA State Fee	Government Agency	\$94.00
5/2/2025	7908	St. Helena Farmer's Market	Temp. Event	Non-profit	\$256.00
5/2/2025	10973	St. Helena Chef's Table	Temp. Event	Non-profit	\$576.00
5/7/2025	BR22-01255-MNF	Wayne Nowak	Residential-Manufactured	2020 LNU Lightning Complex	\$178.50
5/13/2025	650531	ZEN 333	Temp. Event	Vet-Exempt	\$576.00
5/15/2025	438041	The Culinary Institute	Temp. Event	Non-profit	\$576.00
5/16/2025	BR25-00714-RPL	Sue Ann Paul	Residential-Replace	2020 LNU Lightning Complex	\$1,220.00
5/17/2025	650525	AC Arts Foundation	Temp. Event	Non-profit	\$281.00
5/19/2025	BR25-00460-RPL	Daniel Engelman	Residential-Replace	2020 Glass Fire	\$4,687.98
5/20/2025	605466	AC Night Out	Temp. Event	Non-profit	\$576.00
5/22/2025	BR25-00746-MNF	Bo Lu	Residential-Manufactured	2020 LNU Lightning Complex	\$1,291.00
5/27/2025	650529	Native Sons of the GW #86	Food Low Risk	Non-profit	\$281.00
5/27/2025	650530	Island Fire Shave Ice	Temp. Event	Vet-Exempt	\$576.00
5/27/2025	437981	Baseball Club	Fixed Food Medium Risk	Non-profit	\$924.00
5/28/2025	BR25-00657-ELC	John Storey	Residential-Electrical	2020 Glass Fire	\$315.15
5/31/2025	437647	CANV	Stormwater	Non-profit	\$116.00
5/31/2025	437646	CANV Meals on Wheels	Fixed Food Low Risk	Non-profit	\$448.00
5/31/2025	8814	CANV Rianda House	Fixed Food Low Risk	Non-profit	\$448.00
5/31/2025	437597	CANV NV Senior Nutrition	Stormwater	Non-profit	\$116.00
5/31/2025	9507	CANV	Fixed Food Low Risk	Non-profit	\$448.00
5/31/2025	437598	CANV Senior Activity Center	Stormwater	Non-profit	\$116.00
5/31/2025	10933	Napa Girls Fastpitch Assoc	Fixed Food Low Risk	Non-profit	\$448.00
6/4/2025	BR25-00525-RPL	Don Buller 611 Crystal Springs Rd Fire Acct	Residential-Replace	2020 Glass Fire	\$1,668.31
6/4/2025	BR22-01591-RPL	JLM DESIGNS JACKIE MENDEZ	Residential-Replace	2020 Glass Fire	\$415.52
6/5/2025	650779	Downtown Napa Assoc.	Temp Event	Non-profit	\$576.00
6/5/2025	650780	Downtown Napa Assoc.	Temp Event	Non-profit	\$576.00
6/9/2025	BR24-01907-MNF	William McIntyre	Residential-Manufactured	2020 Glass Fire	\$3,028.99
6/11/2025	544131	Meet me in the Street	Temp Event	Non-profit	\$1,792.00
6/15/2025	650774	Father's Day Car Show	Temp Event	Vet-Exempt	\$576.00
6/15/2025	544700	Juneteenth Celebration	Temp Event	Non-profit	\$576.00
6/15/2025	650775	Earl's Rocket	Temp Event	Vet-Exempt	\$384.00
6/15/2025	650776	AC Arts Foundation	Temp Event	Non-profit	\$281.00
6/15/2025	650781	NS of the Golden West Cal. #86	Temp Event	Non-profit	\$384.00
6/26/2025	650812	Native Sons of the GW #86	Temp Event	Non-profit	\$281.00
6/26/2025	BR21-02069-RPL	Timothy Grogan	Residential-Replace	2020 Glass Fire	\$140.62
6/30/2025	BR25-00722-RPL	Robert Cancel	Residential-Replace	2020 Glass Fire	\$1,698.07
				<b>Total:</b>	<b>\$ 114,635.23</b>

**Public Works - List of Waived Fees in Fiscal Year**

<b>Date Fee Waived</b>	<b>Permit (or fee) #</b>	<b>Entity paying fee</b>	<b>Type</b>	<b>Org type</b>	<b>Cost</b>
7/20/2024	Animal ID #45571	Customer	Waived adoption fee event- 7/19 to 7/21 due to capacity	Government	\$ 90.00
8/6/2024	Animal ID #46972	Customer	Homeless	Government	\$ 461.00
8/6/2024	W24-00324	Geotech for PW Project	Encroachment	Private Industry	\$ 465.88
8/8/2024	Animal ID #47120	Customer	Unable to pay euthanasia price- animal suffering	Government	\$ 100.00
8/9/2024	W24-00326	Crush Challenge	Special Event	Non-Profit	\$ 763.14
9/6/2024	W24-00349	CALTRANS	Encroachment	Government	\$ 465.88
9/10/2024	Animal ID #46633	Customer	BOS - POW	Government	\$ 150.00
9/14/2024	18 kittens	Customer/ \$130.00 per Kitten	Waived adoption fee event-9/14/24 @ Library due to capacity	Government	\$ 2,340.00
9/14/2024	5 Adult Cats	Customer/ \$90.00 per Cat	Waived adoption fee event-9/14/24 @ Library due to capacity	Government	\$ 450.00
9/18/2024	W24-00375	Geotech for PW Project	Encroachment	Private Industry	\$ 465.88
9/19/2024	W24-00384	Geotech for PW Project	Encroachment	Private Industry	\$ 465.88
9/24/2024	Animal ID #46364	Customer	Homeless	Government	\$ 165.00
9/24/2024	W24-00389	Napa Half & Quarter Marathon	Special Event	Non-Profit	\$ 763.14
9/25/2024	Animal ID #47581	Customer	Homeless - Unable to pay surrender fee	Government	\$ 70.00
10/4/2024	W24-00403	PBES - Groundwater	Encroachment	Government	\$ 465.88
10/11/2024	Animal ID# 47709	Customer	Homeless		\$ 155.00
10/11/2024	Animal ID# 47112	Customer	Veteran		\$ 130.00
10/15/2024	Animal ID# 47425	Customer	Unable to afford surrender fee		\$ 70.00
10/17/2024	Animal ID# 42940	Customer	Owner passed- waived surrender fee		\$ 70.00
11/4/2024	W24-00453	Industrial Railways Company	Encroachment	Private Industry	\$ 465.88
11/7/2024	W24-00458	Geotech for PW Project	Encroachment	Private Industry	\$ 465.88
11/9/2024	Animal ID# 47970	Customer	Homeless		\$ 165.00
12/30/2024	Animal ID#48385	Customer	Homeless		\$ 161.00
7/19/24 - 7/21/24	6 Adult dog	Customer/ \$150.00 per Dog	Waived adoption fee event- 7/19 to 7/21 due to capacity	Government	\$ 900.00
7/19/24 - 7/21/24	35 Kittens	Customer/ \$130.00 per Kitten	Waived adoption fee event- 7/19 to 7/21 due to capacity	Government	\$ 4,550.00
7/19/24 - 7/21/24	2 Senior Dogs	Customer/ \$65.00 per dog	Waived adoption fee event- 7/19 to 7/21 due to capacity	Government	\$ 130.00
December 1st-31st	14 Cats	Customer/ \$90.00 per Cat	Waived adoption fees for month due to capacity		\$ 1,260.00
December 1st-31st	57 Kittens	Customer/ \$130.00 per Kitten	Waived adoption fees for month due to capacity		\$ 7,410.00
December 1st-31st	3 Puppies	Customer/ \$195.00 per Puppy	Waived adoption fees for month due to capacity		\$ 585.00
December 1st-31st	18 dogs	Customer/ \$150.00 Per Dog	Waived adoption fees for month due to capacity		\$ 2,700.00
December 1st-31st	8 Birds	Customer/ \$10.00 Per Bird	Waived adoption fees for month due to capacity		\$ 80.00
4/17/2025	Senior Cat #48063	Customer	Waived Adoption Fee due to long term resident/difficult to adopt	Government	\$ 40.00
4/22/2025	Animal ID #17133	Customer	Homeless	Government	\$ 126.00
4/12/2025	Animal ID#49518	Customer	Homeless	Government	\$ 128.00
5/3/2025	Animal ID #49738	Customer	Unable to pay reclaim fee	Government	\$ 114.00
5/10/2025	Animal ID#49879	Customer	Unable to pay euthanasia price- animal suffering	Government	\$ 100.00
5/14/2025	3 Adult Cats	Customer/ \$100.00 per Cat	Unable to pay surrender fees	Government	\$ 300.00
5/11/2025	Animal ID #48801	Customer	BOS - POW	Government	\$ 151.00
6/5/2025	Animal ID #46967	Customer	Foster Parent adopted - First foster animal	Government	\$ 151.00
4/1/2025-6/30/2025	26 Kittens	Customer/ \$130.00 per kitten	Foster Parent adopted - First foster animal	Government	\$ 3,380.00
6/24/2025	Animal ID #50275	Customer	BOS - POW	Government	\$ 15.00
4/1/2025	H12	Garrett Le	Hangar rent late fee compounding shortfall		\$ 0.04
6/1/2025	6677	Luis Nieves	Hangar rent late fee compounding shortfall		\$ 46.07
4/18/2025	W25-00157	Geotech for PW Project	Encroachment	Private Industry	\$ 591.25
5/16/2025	W25-00210	City of Napa PW Project	Encroachment	Government	\$ 591.25
5/16/2025	W25-00211	Napa Firewise Foundation	Encroachment	Non-Profit	\$ 591.25
6/23/2025	W25-00264	Geotech for PW Project	Encroachment	Private Industry	\$ 591.25
6/23/2025	W25-00267	Rock The Ride	Special Event	Non-Profit	\$ 800.23
				<b>Total:</b>	<b>\$ 34,695.78</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1750

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

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### **RECOMMENDATION**

Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact)

### **BACKGROUND**

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

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

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

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

Requested Action: Adopt the Resolution.

**FISCAL IMPACT**

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

**ENVIRONMENTAL IMPACT**

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

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

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

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

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

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

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

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

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

*[remainder of page intentionally blank]*

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
 held on the 21st day of October, 2025, by the following vote:

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

\_\_\_\_\_

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

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

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

NAPA COUNTY, a political subdivision of  
 the State of California

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

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u>          Chief Deputy County Counsel</p> <p>Date: <u>October 2, 2025</u>          PL Doc. No. 140038</p>	<p>APPROVED BY THE NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____          Processed By: _____          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1764

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, Chief Executive Officer  
**REPORT BY:** Andrew M. Mize, Legislative & Policy Analyst  
**SUBJECT:** Federal Legislative & Regulatory Advocacy Services Agreement

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### **RECOMMENDATION**

Approve and authorize Agreement No. 260203B with Paragon Government Relations to provide federal legislative and regulatory advocacy services to the County. (Fiscal Impact: \$120,000 Expense; General Fund; Budgeted; Discretionary)

### **BACKGROUND**

Federal advocacy is a key piece of Napa County's legislative program. The County receives significant funding, both formula-based and competitive, from a range of executive branch departments and more recently, through the Congressionally Directed Spending Program. For example, in Fiscal Year 2023, the County received \$4,000,000 for the Napa Valley Vine Trail through Congressman Thompson's office. The federal government is vast and complex, and as a result, many counties retain specialized advocacy or lobbying firms to represent a county's interest, help counties navigate the federal bureaucracy, and advise the organization on developments in the legislative and regulatory arenas that impact the county's operations.

The County conducted a competitive RFP process during August, September, and October of 2025 to select a contractor to provide federal legislative and regulatory advocacy services to the County. After comprehensive review of proposals, Paragon Government Relations was selected as the top proposer. Paragon was selected because of their substantial experience representing Northern California counties and because their staff have significant experience in advising these clients on disaster-related programs, health and human services-related programs, and county transportation-related programs, three key county points of intersection with the federal government. After negotiation, Paragon has agreed to the attached terms. If approved, the contract will commence immediately and extend through October 20, 2028, with two optional one-year extensions that may be exercised at the discretion of the County. The annual cost for this contract will be \$120,000.

### **FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval and authorization of the agreement will allow the County to retain a firm to advocate on behalf of the County before relevant Members of Congress, Congressional committees, and federal executive branch officials.
Is the general fund affected?	Yes
Future fiscal impact:	\$120,000 per year, for three years with two optional one-year extensions, totaling \$360,000 without extensions or \$600,000 with extensions.
Consequences if not approved:	If not approved, the County will lack representation by an advocacy firm at the federal level; staff rely on contracted advocates to keep the organization apprised of developments affecting the County and advocate on behalf of the County before the federal government.

**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. 260203B

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 21st day of October, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Paragon Government Relations, whose address is 200 Massachusetts Ave., NW, Washington, DC 20001, hereinafter referred to as “Consultant.”

#### RECITALS

- A. County wishes to obtain specialized services, as authorized by Government Code section 31000, in order to receive federal legislative and regulatory advocacy services; and
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFP No. CEO082501; and
- 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 three (3) years after the Effective Date unless terminated earlier in accordance with this Article.

**2.1.1 Option for Extension of Contract.** The County may, by written notice at least thirty (30) days before the termination of the agreement, exercise two (2) one-year option contracts to extend the term of this Agreement to October 20, 2029, and October 20, 2030, respectively.

**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 one hundred and twenty thousand dollars (\$120,000.00) per contract year; 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 County Executive Office Staff Services Analyst 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.

**7.2.1 Conflict of Interest and Subcontracting.** In the event that the County determines, after consultation with Consultant, that Consultant's representation of another client in a particular matter creates a conflict of interest with its representation of the County in a



specific matter, Consultant shall, at no additional cost to the County, engage a qualified subcontractor to provide federal legislative and advocacy services to the County for that matter. The Consultant may recommend potential subcontractors for this limited engagement; however, the County shall retain final approval authority over the selection of any subcontractor.

**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  
Andrew M. Mize  
1195 Third Street  
Suite 310  
Napa, CA 94559

CONSULTANT  
Thomas Joseph  
200 Massachusetts Ave., NW  
Washington, DC 20001

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

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided.

Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

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

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence,

proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8

(Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

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

**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**[Continued on next 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).

PARAGON GOVERNMENT RELATIONS

By   
JOSEPH KRAHN, President

By   
THOMAS JOSEPH, Vice President

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
ANNE C. COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: October 10, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. Description of Goods and/or Services**

Consultant shall provide federal legislative and advocacy services in accordance with Consultant's proposal dated September 8, 2025, which is hereby incorporated into this Exhibit by reference.

**II. Schedule**

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal dated September 8, 2025, which is hereby incorporated into this Scope of Services by reference.



**EXHIBIT B**  
**COMPENSATION AND FEE SCHEDULE**

The County will pay Consultant the sum of ten thousand dollars (\$10,000.00) per month (\$120,000 annually) in consideration of the performance of the Scope of Services, payable in arrears. Consultant may additionally bill the County for a limited set of expenses incurred in the course of performance of the scope of services (e.g., document preparation costs and extraordinary travel expenses outside the usual course of the Consultant's business), subject to approval by the County prior to incurring such additional expenses.

**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.







# 2025.10.14 - Final Agreement - Paragon Signed

Final Audit Report

2025-10-14

Created:	2025-10-14
By:	Joseph Krahn (jk@paragonlobbying.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_5IFBAzqg4fioaBu4bmEnuNigxVwPom5

## "2025.10.14 - Final Agreement - Paragon Signed" History

-  Document created by Joseph Krahn (jk@paragonlobbying.com)  
2025-10-14 - 9:00:50 PM GMT
-  Document emailed to Tom Joseph (tj@paragonlobbying.com) for signature  
2025-10-14 - 9:00:55 PM GMT
-  Email viewed by Tom Joseph (tj@paragonlobbying.com)  
2025-10-14 - 9:24:01 PM GMT
-  Signer Tom Joseph (tj@paragonlobbying.com) entered name at signing as Thomas Joseph  
2025-10-14 - 9:24:47 PM GMT
-  Document e-signed by Thomas Joseph (tj@paragonlobbying.com)  
Signature Date: 2025-10-14 - 9:24:49 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-14 - 9:24:49 PM GMT



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1508

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**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. 260078B with California Housing Finance Authority

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### **RECOMMENDATION**

Approve and authorize Agreement No. 260078B with California Housing Finance Authority for the term May 6, 2025 through June 30, 2026 for a contract maximum of \$1,264,000 to manage the Capitalized Operating Subsidy Reserve for the Hartle Court Supportive Housing Complex. (Fiscal Impact: \$1,264,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary)

### **BACKGROUND**

In 2004, voters approved Proposition 63, which established the Mental Health Services Act (MHSA) and the Mental Health Services Fund. MHSA required counties to invest in community-based services and supports, including housing for individuals with serious mental illness.

In 2008, the State Department of Mental Health, California Housing Finance Authority (CalHFA), and the County Behavioral Health Directors Association launched the MHSA Housing Program. This program allowed counties to commit MHSA housing dollars to CalHFA, which then managed those funds to finance and sustain supportive housing developments statewide.

In 2012, Napa County assigned \$1,827,900 in MHSA Housing funds to CalHFA to help finance the development of Progress Foundation's Hartle Court Supportive Housing Complex. The complex is comprised of 18 one-bedroom units and 6 two-bedroom units for clients experiencing severe mental illness. Of the initial amount, \$609,300 was set aside in a Capitalized Operating Subsidy Reserve (COSR). The COSR was created to ensure the long-term viability of the project by covering operating costs not met by tenant rents, including upkeep costs and capital expenditures.

Since that time, CalHFA has managed the COSR and distributed funds to Progress Foundation to maintain operations at Hartle Court. The current COSR balance is \$59,681. To ensure continued financial stability over the next ten years, Napa County will, through this agreement, assign an additional \$1,264,000 in MHSA Housing funds to the COSR, bringing the total balance to \$1,323,681. This transfer of funds was included in the

approved Napa County MHSA Three Year Plan for FY 23-24 to FY 25-26 in December of 2023.

Requested Actions:

1. Approve and authorize Agreement No. 260078B with California Housing Finance Authority for the term May 6, 2025 through June 30, 2026 for a contract maximum of \$1,264,000.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement allows Progress Foundation to subsidize operating costs in order to provide supportive living facilities to mentally ill clients and their families.
Is the general fund affected?	No
Future fiscal impact:	Appropriations are included in the FY 2025-2026 budget.
Consequences if not approved:	If not approved, residents of Hartle Court may lose housing stability if Progress Foundation is unable to cover operating costs.

**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.

**Participation Agreement**

**Local Government Special Needs Housing Program  
(COSR ONLY)**

This Participation Agreement (“*Agreement*”) for the Local Government Special Needs Housing Program (“*SNHP*” or “*Program*”) is entered into and effective as of May 6, 2025, by and between Napa County Health and Human Services (“*Participant*”) and the California Housing Finance Agency (“*CalHFA*” or “*Agency*”) (each a “*Party*”, and collectively the “*Parties*”).

RECITALS

A. In 2004, the people of the State of California passed Proposition 63, which established the Mental Health Services Act (“*MHSA*” or the “*Act*”), as subsequently amended. The Act creates the Mental Health Services Fund (“*MHSF*”) within the State Treasury for the purposes of funding programs authorized under the Act.

B. Through a joint effort among the State Department of Mental Health (“*DMH*”), CalHFA, and the County Mental Health Directors Association, the MHSA housing program was created in 2008 as a limited term program to administer Four Hundred Million and No/100s Dollars (\$400,000,000.00) of MHSA funds set aside to finance permanent supportive housing for individuals with mental illness (the “*MHSA Housing Program*”).

C. Safe, affordable, decent and stable housing is a critical element for wellness, recovery and resiliency for persons with mental illness. The Participant has determined that funds from the MHSF may be used to provide for such housing for persons qualified for services under the Act.

D. CalHFA is the state’s affordable housing lender, with expertise in developing and administering real estate lending programs and products benefiting persons of low and moderate income. CalHFA is authorized to enter into contracts to create and administer housing and real estate lending programs for the benefit of other governmental entities in the State of California.

E. The purpose of this Program is to provide an option, subsequent to termination of approvals of new financing under the MHSA Housing Program, for Participants to continue partnering with CalHFA in the development of supportive housing for MHSA-eligible persons, and to more fully utilize MHSA funds for housing purposes.

F. The Participant and CalHFA enter into this Agreement for the purpose of authorizing Participant to provide funding to CalHFA to provide housing development expertise and real estate services to the Participant for the creation or supplementation of Capitalized Operating Subsidy Reserve funds related to Developments previously funded under the MHSA Housing Program, that are currently in CalHFA’s portfolio as of the date of this Agreement.



## AGREEMENT

### 1. Definitions.

“**Act**” is defined in Recital A.

“**Agreement**” means this Participation Agreement.

“**Area Median Income**” (“**AMI**”) means the median gross income of the area in which the Development is located as determined by the Secretary of the Treasury of the United States for the purposes of Section 42 of the Internal Revenue Code of 1986, adjusted for family size in accordance with 26 USC 42(g)(2)(c)(ii).

“**Assignment Agreement**” is defined in Section 4.1.

“**Borrower**” means the party, or parties, to whom a Loan is made under this Program or under the MHSA Housing Program.

“**CalHFA**” means the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California.

“**Capitalized Operating Subsidy Reserve** (“**COSR**”)” means a capitalized operating subsidy reserve held by CalHFA to cover deficits in operating expenses attributable to a portion or all of the COSR Regulated Units, as further defined in Section 2.8. The COSR will be subject to the terms of a Capitalized Operating Subsidy Reserve Agreement between the Borrower and CalHFA.

“**COSRA**” or “**COSR Agreement**” means the agreement, and any amendments, between the Borrower and CalHFA governing the COSR.

“**COSR-Assisted Unit**” is defined in Section 2.8.

“**COSR Servicing Fee**” is defined in Section 4.6.5.

“**CTCAC**” means the California Tax Credit Allocation Committee, which approves the competitive allocation of state and federal tax credits to eligible developments.

“**Development**” means a housing development for which funds were previously provided under the MHSA Housing Program.

“**Eligible Clients**” means a person (including Veterans) who is Homeless or at Risk of Homelessness and who has a mental illness in accordance with California Welfare & Institutions Code Section 5600.3(a) and/or California Welfare & Institutions Code Section 5600.3(b).

“**Eligible Development**” means a Development eligible for a COSR under this Program, as described in Section 2.5.

**“Financial Analysis”** means the comparison of the Development’s sources of funds to the development costs, and an income and expense analysis based on rents, utility allowances, vacancy assumptions, rental subsidies, operating expenses, debt service. This analysis allows CalHFA to determine the projected COSR funding levels needed to subsidize the MHSA COSR Assisted Units, and any subsidy, operating or replacement reserves needed to ensure the financial viability of the Development for the term requested by Participant.

**“Homeless or at Risk of Homelessness”** means living on the streets or lacking a fixed and regular night-time residence. This includes living in a shelter, motel or other temporary living situation in which the individual has no tenant rights. “At Risk of Homelessness” may be due to one of the following situations: (a) transition age youth exiting the child welfare or juvenile justice systems; (b) discharge from crisis and transitional residential settings, a hospital, including acute psychiatric hospitals, psychiatric health facilities, skilled nursing facilities with a certified special treatment program for the mentally disordered, and mental health rehabilitation centers; (c) release from city or county jails, but not a parolee from state prison; (d) temporary placement in a residential care facility upon discharge from (b) or (c) above; and (e) individuals who have been assessed and are receiving services from the County Mental Health Department and who have been deemed to be at imminent risk of homelessness, as certified by the County Mental Health Director.

**“Loan”** means a secured loan financed with MHSA funds under the terms of the MHSA Housing Program to provide financing for a Development.

**“MHSA Housing Program”** is defined in Recital B. The MHSA Housing Program is governed by an Interagency Agreement solely between CalHFA and the State Department of Health Care Services (“*DHCS*”) (the successor to DMH), with continuing obligations of CalHFA and DHCS. Housing financed under the MHSA Housing Program remains subject to the terms thereof.

**“MHSF”** is defined in Recital A.

**“Participant”** means a county, two or more counties acting jointly, or a city receiving funds pursuant to Welfare and Institutions Code Section 5701.5, and which is a Party to this Agreement.

**“Participant Funds”** means MHSA or other funds transferred from the Participant to CalHFA for use per the terms of the Program and this Agreement, and may include residual receipt loan payments received by CalHFA for repayment of MHSA Housing Program loans that the Participant approves for transfer to CalHFA for use per the terms of the Program and this Agreement.

**“Participant’s Account”** means an account established at CalHFA for the purpose of holding Participant Funds transferred to CalHFA under the terms of the Program and this Agreement, which may include sub-accounts. The Participant’s Account includes quarterly interest earnings, disencumbered COSR funds, and may include residual receipt loan payments authorized by Participant to be deposited therein.

**“Party”** and **“Parties”** are defined in the first paragraph of this Agreement.

“**Program**” or “**SNHP**” shall mean the Local Government Special Needs Housing Program administered by CalHFA in accordance with this Agreement.

“**Program Funds**” shall mean Participant Funds transferred to CalHFA, plus accrued interest, to be used to finance COSR’s for Eligible Developments or such other purposes agreed upon by the Parties.

“**Program Participation Fee**” or “**PPF**” is defined in Section 4.5.

“**Regulated Unit**” means a rent and occupancy-restricted bedroom or unit in a Development reserved for Eligible Clients under the Program.

“**Regulatory Agreement**” means a Development-specific regulatory agreement previously made for a Development under the MHSA Housing Program, and any amendments, that restricts occupancy of a specific number of units/bedrooms reserved for Eligible Clients. The Regulatory Agreement: (a) identifies the number, size (number of bedrooms), and use or occupancy restrictions of the Regulated Units; (b) specifies the maximum rents for the regulated units; and (c) is recorded senior to the Loan deed of trust.

“**Rental Housing Development**” means an apartment building or buildings with five or more apartments. Individual apartments or bedrooms within an apartment may be rented to Eligible Clients as Shared Housing Units. A Rental Housing Development shall not include a Development which is subject to any State of California licensure requirements.

“**Request**” means a request sent to CalHFA, from Participant and the Borrower, to add a COSR, or to replenish or increase COSR funds on a Development previously funded under the MHSA Housing Program.

“**Servicing**” is defined in Section 6.2.

“**Servicing Fee**” is defined in the Development’s Regulatory Agreement.

“**Shared Housing Development**” means a residential building having less than five apartments (a single family home, duplex, tri-plex or four-plex), with each bedroom rented to an Eligible Client and is not subject to any State of California licensure requirements. Each bedroom within a Shared Housing Development is a Regulated Unit and considered a “**Shared Housing Unit**”.

“**Shared Housing Unit**” means a bedroom that is leased to an Eligible Client living in a Shared Housing Development or a Rental Housing Development.

“**SNHP**” or “**Program**” means the Local Government Special Needs Housing Program developed and administered by CalHFA in accordance with this Agreement.

“**Unit**” means: (a) a traditional apartment residence containing at least one (1) bathroom and a kitchen in the case of Rental Housing Developments; or (b) a separate lockable bedroom in the case of Shared Housing Developments, with each bedroom being subject to a separate individual rental agreement.

## 2. General Program Description

2.1 Purpose. The purpose of the Program is to allow local government recipients of MHSA funds to partner with and utilize CalHFA's expertise to jointly provide supportive housing and housing assistance for Eligible Clients (and their families) by creating or supplementing COSR funds related to Developments previously funded under the MHSA Housing Program, currently in CalHFA's portfolio as of the date of this Agreement. No new Loans will be made under this Program. This Program is separate and independent from the MHSA Housing Program. This Program shall not affect the rights and obligations of any party under the MHSA Housing Program, and the MHSA Housing Program shall not affect the rights and obligations of any party under this Program, except for CalHFA's right to assign its rights and obligations under the MHSA Housing Program found in Sections 11 and 12 below.

2.2 Participant's Role. Eligible Participants include local governments that provide MHSA and/or other funds (collectively, the "**Program Funds**") to CalHFA for the purpose of providing financial assistance in accordance with this Agreement. Participant shall be responsible for those items listed in Section 3.1.

2.3 Eligible Use of Program Funds. Program Funds may be used to provide operating subsidies for some, or all of the rental housing units reserved for Eligible Clients of housing developments financed under the MHSA Housing Program.

2.4 Eligible Borrowers. The Borrower must be legally organized as a single-asset entity, or entity that holds title only to MHSA or SNHP Developments, or as otherwise approved by Participant.

2.5 Eligible Developments. Eligible Developments include Developments funded under the MHSA Housing Program that have a Regulatory Agreement encumbering the Development.

2.6 *Intentionally Omitted.*

2.7 Regulated Units. A Regulatory Agreement must be recorded against the Development, restricting the Development and the Regulated Units.

2.8 Capitalized Operating Subsidy Reserve. The Participant may elect to provide a capitalized operating subsidy reserve (the "**COSR**") funded with Program Funds to subsidize the rents of some or all of the Regulated Units (the "**COSR-Assisted Units**") by approving a maximum COSR as part of the Request.

2.8.1 COSR funds shall be held by CalHFA in a Development-specific reserve account subject to the terms of the COSR Agreement.

2.8.2 Except as otherwise approved by Participant, the rents for COSR-Assisted Units shall not exceed the greater of: (a) thirty percent (30%) of the current SSI/SSP grant amount for a single individual living independently (less CTCAC utility expenses and other mandatory fees); or (b) thirty percent (30%) of total household income (less CTCAC utility expense and other

mandatory fees), whichever is higher (up to thirty percent (30%) of thirty percent (30%) of AMI adjusted for family size and determined annually by CTCAC).

2.8.3 CalHFA is responsible for advising the Participant of the continuing need for the COSR if a Development receives new operating or rental subsidies for the COSR-Assisted Units. If the COSR is no longer needed, the COSR funds shall be disencumbered and returned to Participant's Account.

2.9 MHSA Housing Program Development Assistance. As a convenience to Participants with housing developments financed under the MHSA Housing Program, CalHFA will permit a Participant to request that Program Funds in Participant's Account be transferred to and used to provide financial assistance for housing developments financed under the MHSA Housing Program. The use of Program Funds for such purpose shall be subject to CalHFA approval and to such conditions deemed necessary or advisable by CalHFA, or as otherwise required under the MHSA Housing Program.

2.9.1 Requests under this Section 2.9 shall be in written form acceptable to CalHFA and signed by an authorized representative of Participant.

2.9.2 Program Funds transferred under this Section 2.9 may be used for any purpose that benefits the development or the MHSA tenants, including without limitation providing additional funds for operating subsidy reserves, paying costs and expenses in connection with ensuring the continued availability of the MHSA units, and protecting or preserving the security interest in the MHSA Housing Program development.

2.9.3 Program Funds transferred to or used for MHSA Housing Program developments shall thereafter be subject to the terms of the MHSA Housing Program.

2.10 *Intentionally Omitted.*

2.11 Program Funds. Program Funds being used under this Program are being provided by the Participant and are being used in accordance with the Participant's direction. All Program Funds shall be deposited in the Participant's Account unless otherwise directed by Participant. Because CalHFA shall be administering Program Funds in accordance with this Agreement, the Loan documents shall be in the name of CalHFA, solely for ease of administration. CalHFA's obligations and responsibilities in this regard shall be limited as prescribed herein.

2.12 Collaborative Effort. As a jointly created and administered Program, the Parties shall continue to work together to address and resolve issues that may arise with respect to the Program or a particular Development.

### **3. General Responsibilities of the Parties**

The general responsibilities of the Parties concerning the operation and implementation of the Program are listed below, subject to any specific requirements provided elsewhere in this Agreement, in statute and/or in regulation.

3.1 Participant Responsibilities. Participant shall be responsible for each of the following general matters with respect to the Program:

3.1.1 The interpretation and implementation of the terms of the Act with respect to matters relating to mental health programs and services contemplated by the Act, including the definition of persons qualifying for services under the Act, as such may affect the Program.

3.1.2 Determination of the qualification for and delivery of the mental health and supportive services under the Program and the Eligible Client population.

3.1.3 All agreements, contracts, consents, public notices, and approvals by or with local agencies, or other entities that may be required by the Act, or otherwise needed to implement the Program.

3.1.4 All matters related to Participant Funds (whether from MHSA or another source) provided to CalHFA for the Program, including approvals that may be required prior to the transfer of any such monies to the possession and control of CalHFA under the Program, and all matters relating to accounting, transfer and distribution of such Program Funds.

3.1.5 Determination of the following: (a) maximum COSR amount per Regulated Unit; and (b) term of the COSR; (c) .

3.1.6 All matters relating to Participant approvals and agreements regarding tenant selection and supportive services to be provided to Eligible Clients residing in Regulated Units, including supportive services plans, staffing ratios and budget appropriations, monitoring and implementation of services plans and tenant mental health outcomes reporting as required by Participant, the State Department of Health Care Services (“*DHCS*”), the County Behavioral Health Directors Association (“*CBHDA*”) or any other oversight committee or agency.

3.1.7 *Intentionally Omitted.*

3.1.8 Reporting to CalHFA on matters listed in Section 8 of this Agreement.

3.2 CalHFA Responsibilities. CalHFA shall be responsible for each of the following general Program matters:

3.2.1 *Intentionally Omitted.*

3.2.2 Representation of Participant in negotiations with developers, borrowers, investors, other lenders, local governments, service providers and property management firms with regard to this Program.

3.2.3 Preparation of a Financial Analysis to determine the anticipated COSR needed to subsidize the COSR-Assisted Units for the term requested by Participant.

3.2.4 All matters related to the handling, investment and disbursement of Program Funds provided to CalHFA.

3.2.5 Reporting to Participant on matters listed in Section 7.

3.2.6 The Servicing responsibilities described in Section 6.2.

#### **4. Financial Provisions**

4.1 Participant shall obtain all consents, approvals or agreements necessary to transfer Program Funds to CalHFA for purposes of operating the Program. Transfers of such monies shall be made pursuant to a written assignment agreement (the “**Assignment Agreement**”) submitted to and accepted by CalHFA.

4.2 Participant’s assigned Program Funds shall be transferred to, and deposited with, CalHFA and held in the Participant’s Account.

4.3 All monies transferred to CalHFA shall be considered expended for their intended purpose upon the date of receipt by CalHFA.

4.4 During the term of this Agreement, CalHFA shall have control of, and shall administer, all Program Funds on behalf of Participant. These funds shall be held by CalHFA for the exclusive purposes of the Program. Program Funds held by CalHFA shall be considered assets of CalHFA until such time as transferred to a Development or returned to Participant. CalHFA shall be responsible for the investment of all Program Funds. Interest earnings upon such investments shall be added to the Participant’s Account for the purposes of the Program.

4.5 Participant shall pay CalHFA a program participation fee equal to five percent (5%) of the amount of Program Funds transferred from the Participant to CalHFA (the “**Program Participation Fee**” or “**PPF**”). The PPF is due and payable upon receipt of Program Funds and shall be deducted from the Program Funds by CalHFA upon receipt, prior to deposit of the balance of the Program Funds into the Participant’s Account.

4.6 Borrower shall pay fees as follows:

4.6.1 *Intentionally Omitted.*

4.6.2 *Intentionally Omitted.*

4.6.3 *Intentionally Omitted.*

4.6.4 *Intentionally Omitted.*

4.6.5 COSR Servicing Fee. Borrower shall pay CalHFA an annual COSR servicing fee (the “**COSR Servicing Fee**”) for so long as a COSR exists and CalHFA is providing Servicing. The COSR Servicing Fee shall be Five Thousand and No/100s Dollars (\$5,000.00).

The COSR Servicing Fee may be increased, in CalHFA's sole discretion, as necessary to cover CalHFA's costs upon a refinancing, restructuring, or other event requiring changes to the Loan documents. The COSR Servicing Fee shall be described in the Capitalized Operating Subsidy Reserve Agreement, shall be an approved Development operating expense, and shall be paid in advance annually from Development income. Failure to pay the COSR Servicing Fee, or any servicing fee required under the Loan documents, shall be considered an event of default under the Development loan documents.

#### 4.7 Other Costs/Responsibilities

4.7.1 Participant shall be responsible for and shall pay the cost of any litigation, action or proceeding relating to: (a) the consistency of the Program with the terms of the Act or other provision of applicable law; (b) the authority of Participant to implement the Program or the validity, legality, applicability or interpretation of any regulation or programmatic requirement of Participant with respect to the Program; (c) the allocation, reallocation, distribution, return or transfer of Program Funds by Participant in connection with the Program; (d) the legal challenge concerning the legality of any use or occupancy restriction associated with the Program or Regulated Units; and (e) any other matters related to the terms or requirements of the Act as it may affect the Program. Participant shall indemnify, defend and hold harmless CalHFA, its officers, agents and employees for any and all claims and costs with respect to the above.

4.7.2 Participant shall be responsible for and shall pay for costs associated with enforcement of Development Loan documents, and for services outside the scope of this Agreement, as more fully described in Section 6.1.7. Such costs may be paid from Participant's Account upon Participant's approval.

4.7.3 CalHFA shall be responsible for and shall pay for costs related to actions due to CalHFA's gross negligence or willful misconduct in processing COSR disbursements.

4.7.4 If Program Funds in the Participant's Account are insufficient to pay any fees or costs payable therefrom, CalHFA shall have no obligation to contribute or advance any CalHFA funds to such accounts, nor shall CalHFA be required to take any action which would have been otherwise required if such funds were available.

### 5. Relationship of the Parties in the Application and Development Process

5.1 Participant shall be responsible for the following:

5.1.1 Completing a local review process to determine eligible Developments to receive Program Funds in the form of a new or replenished COSR;

5.1.2 *Intentionally Omitted.*

5.1.3 Preparing and submitting, jointly with the Borrower, a Request to CalHFA to include the number of COSR Assisted Units and the maximum COSR funding to be allocated



to the Development from Program Funds, and the maximum COSR subsidy term for the COSR Assisted Units;

5.1.4 *Intentionally Omitted.*

5.1.5 *Intentionally Omitted.*

5.1.6 *Intentionally Omitted.*

5.1.7 *Intentionally Omitted.*

5.1.8 Reviewing CalHFA's recommended COSR amounts for each Development, and providing written acceptance or alternative amounts;

5.1.9 Participant shall be responsible for coordinating with Borrowers and property managers to ensure adequate numbers of Eligible Clients are referred to Developments to fill vacancies in a timely manner; and

5.1.10 To ensure the financial success of each Development, Participant shall ensure that the MOU, as defined in the Regulatory Agreement, for each Development identifies which party is responsible for working with Eligible Clients to assist them in getting qualified for SSI or assists Borrower in locating alternative subsidies to cover the Eligible Client's minimum required rent payment. Participant shall provide a copy of the MOU to CalHFA.

## 5.2 CalHFA Responsibilities

5.2.1 The COSR funds will be held by CalHFA in a Development-specific account along with any Development-specific reserve accounts funded by the Borrower and held by CalHFA.

## 6. Relationship of the Parties After Transfer of Participant Funds

The Parties shall have the following responsibilities after CalHFA acknowledges receipt of the Participant Funds.

### 6.1 Participant Responsibilities

6.1.1 *Intentionally Omitted;*

6.1.2 *Intentionally Omitted;*

6.1.3 Monitoring outcome reporting data collection and compilation, as it deems necessary in order to meet all local and state MHSA reporting requirements, as applicable, and providing such information to local and state entities, if required;

6.1.4 Providing financial and other information as requested by CalHFA with respect to the Program or Development(s);

6.1.5 *Intentionally Omitted;*

6.1.6 *Intentionally Omitted;*

6.1.7 Additional services beyond those specified in Section 6.2, including without limitation: (a) specific enforcement; (b) judicial or non-judicial foreclosure; (c) receivership; (d) legal fees; (e) Loan document changes related to a default, or potential default, under the Loan documents; (f) title insurance claims; and (g) advancement of funds to pay insurance and taxes (or as otherwise necessary to preserve the security interest in the Development) shall be the responsibility of Participant, including all associated costs. CalHFA will advise Participant with respect to real estate lending issues related to the foregoing. Subject to a separate agreement between the Parties, CalHFA may agree to assist Participant with the foregoing. Such costs may be paid from Participant's Account upon Participant's approval; and

6.1.8 Advising CalHFA of changes, or proposed changes, to: (a) the number of COSR-Assisted Units; and (b) other changes to a Development.

6.2 CalHFA Responsibilities. CalHFA shall provide the asset management services described below ("**Servicing**") for COSR funds administered under this Program, subject to the COSR Servicing Fee described in Section 4.6.5. The Servicing shall include the following:

6.2.1 Review and approval of the following required Borrower submittals (which Borrower must also submit to Participant), including COSR draw requests;

6.2.2 Hold, control and approve disbursements of Development COSR;

6.2.3 Determine appropriate investment vehicles for the Agency-held Program Funds and deposit interest earnings into the applicable Participant or Development account;

6.2.4 Perform periodic reviews regarding the adequacy, use, disbursements, and need for COSR on any given Development, and annually provide the results of such reviews to Participant. Subject to Participant consent, the COSR may be reduced or eliminated and the funds reallocated as directed by Participant;

6.2.5 *Intentionally Omitted;*

6.2.6 Provide concurrently to Participant and the Borrower any statutory notices of default under the COSR agreement or other Loan documents related to a Development receiving COSR funds under this Program;

6.2.7 *Intentionally Omitted;*

6.2.8 Failure to pay the Servicing Fee or COSR Servicing Fee shall be considered an event of default under the Development COSR Agreement and loan documents. If the Borrower

fails to pay the Servicing Fee or COSR Servicing Fee, CalHFA may, at its option: (a) deduct the fees from any CalHFA-held Development reserve account, and withhold future COSR disbursements (if applicable) until payment is received; or (b) deduct the fee from the Participant's Account following Participant notification;

6.2.9 *Intentionally Omitted*; and

6.2.10 Subject to a separate agreement between the Parties if deemed necessary by CalHFA, CalHFA may agree to assist Participant with the services described in Section 6.1.7, as well as changes to the COSR Agreement. Costs for such services will not exceed the amount necessary to cover CalHFA's costs as determined by CalHFA and may be paid from Participant's Account upon Participant's approval.

**7. CalHFA Reporting Requirements**

7.1 CalHFA shall keep such books and records of the operation of the Program and the Developments, pursuant to common accounting principles, practices and state laws.

7.2 CalHFA shall prepare annual reports to Participant that include key results and funding for the costs associated with Participant Developments. CalHFA shall provide such reports to Participant no later than March 31<sup>st</sup> of each year.

7.3 CalHFA shall provide to Participant an accounting of Program Funds to include: (a) the amount of funds held by CalHFA at the beginning of the reporting term; (b) the amount of new funds received from Participant; (c) the amount of unused COSR deposits to the Participant's Account; (d) the amount of interest earned on Program Funds by date posted; (e) the amount in the Participant's Account at the end of the reporting term; and (e) a report on the total amount of committed and uncommitted Participant Funds by Development.

**8. Participant Reporting Requirements**

8.1 Transfers of Program Funds may be made periodically, subject to the PPF and an Assignment Agreement submitted to and accepted by CalHFA.

8.2 Participant shall provide all reports and other information to such parties as may be required under the Act, or as requested by CalHFA from time to time.

**9. Return of Program Funds**

Participant may request the return of any unencumbered Program Funds remaining in Participant's Account by providing sixty (60) days written notice to CalHFA.

## **10. Miscellaneous**

10.1 No Third Party Beneficiaries. This Agreement is for the exclusive benefit of the parties hereto and no rights of third party beneficiaries are created herein. This Agreement shall not benefit or create any implied or expressed rights of any third person or entity, including but not limited to the California Department of Health Care Services, the Borrower, Development sponsor, Development owner, service provider, or any tenant or applicant for tenancy of a Development.

10.2 Entirety, Amendments, Construction. This Agreement supersedes any and all other agreements, oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect thereto. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied or referred to herein, and that no other agreement, statement, or promise not contained or referred to in this Agreement shall be valid or binding. No amendment or modification of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both of the parties had prepared it.

10.3 Survival. The terms, conditions, and warranties contained in the Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the termination of the Agreement, whether by completion of the performance, cancellation, or otherwise.

10.4 Potential Conflict of Interest. If CalHFA provides a separate loan secured by a Development, it may create a perceived or actual conflict of interest. Participant hereby waives any such conflict of interest and agrees to execute any additional document as deemed reasonable or necessary by CalHFA. By executing this Agreement, Participant and CalHFA agree that CalHFA is not assuming any obligations beyond those required under California law applicable to senior lenders, unless expressly set forth herein.

## **11. Termination**

11.1 Either Party may terminate this Agreement with or without cause by providing sixty (60) days written notice to the other Party. Upon termination of this Agreement: (a) CalHFA will no longer accept new Program Funds for the creation or supplementation of COSR related to Developments; (b) CalHFA shall retain responsibility for the Servicing of Developments for which it is providing such services, subject to Section 11.2; and (c) all uncommitted/unencumbered Program Funds held by CalHFA shall be returned to Participant. Upon termination of this Agreement, Participant's responsibilities under Sections 3.1, 4.7.1, and 4.7.2 and any responsibilities with respect to existing Developments shall remain in full force and effect.

## 11.2 Termination of Servicing

11.2.1 Participant may terminate CalHFA as the Servicer for all, but not less than all, of Participant's Developments under the Program and the MHSA Housing Program by providing CalHFA with one hundred eighty (180) days written notice. Upon such termination, CalHFA shall assign and Participant shall assume all Loans in accordance with Section 12, and CalHFA shall transfer to Participant all files and records related to the Developments, after which CalHFA shall have no further responsibilities and obligations with respect to the Developments, the Program, and the MHSA Housing Program. Participant agrees that in the event of such termination, Participant shall provide CalHFA with any ongoing information requested by CalHFA for reporting purposes under the Act.

11.2.2 CalHFA may terminate Servicing for one or more of Participant's Developments under the Program and or the MHSA Housing Program by providing Participant with one hundred and eighty (180) days written notice. Upon such termination, CalHFA shall assign and Participant shall assume the loan(s) and COSRAs in accordance with Section 12, and CalHFA shall transfer to Participant all files and records related to the Development(s), after which CalHFA shall have no further responsibilities and obligations with respect to the Developments and the Program.

## 12. Assignments of Program Loans

12.1 In addition to any other assignment provision hereunder, if, with respect to a particular Development, Participant does not meet its obligations under this Agreement, the MHSA Housing Program, or otherwise breaches the terms of this Agreement or the MHSA Housing Program, CalHFA may assign, and Participant agrees to assume, the Loan, the COSRA, and all related Development loan documents and associated responsibilities and obligations (including the Servicing). Upon any assignment of a Loan under this Agreement, CalHFA's responsibilities and obligations with respect to such Loan and Development shall cease. The Parties agree to take such steps as necessary to effect such assignment.

12.2 Upon ninety (90) days notice to Participant, CalHFA may assign all of its rights and obligations under the MHSA Housing Program and this Program to another California state agency or department ("**Assignment Notice**"). CalHFA hereby grants to Participant a right of first refusal to be assigned all of CalHFA's rights and obligations under the MHSA Housing Program and this Program in the event CalHFA issues an Assignment Notice to Participant. Participant shall have a period of sixty (60) days from the date of receipt of an Assignment Notice to elect to exercise its right of first refusal by delivering written notice to CalHFA of its election to do so. The Parties agree to take such steps as necessary to effect any assignment made under this Subsection 12.2.

**13. Notice**

Any notice, tender, or delivery to be given hereunder by either Party to the other may be effected by personal delivery, in writing, by facsimile transmission, by e-mail or by mail, postage prepaid, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this paragraph.

**Participant Contact Information:**

Felix A. Bedolla  
Project Manager/Ethnic Services Manager  
Behavioral Health Division  
Napa County Health and Human Services  
2751 Napa Valley Corporate Drive, Bldg. A  
Napa, California 94558

(707) 299-1759 telephone  
(707) 299-2199 fax

**CalHFA Contact Information:**

Housing Finance Chief – Multifamily Programs  
California Housing Finance Agency  
500 Capitol Mall, Suite 1400  
Sacramento, California 95814

With copy to:  
General Counsel  
California Housing Finance Agency  
500 Capital Mall, Suite 1400, MS 1440  
Sacramento, California 95814

***DOCUMENT CONTINUES ON THE NEXT PAGE***

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above, and by their signatures acknowledge their understanding of and agreement to all of its provisions.

**Participant**

**NAPA COUNTY HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signatures continue on the next page*

**APPROVED AS TO FORM**

**Office of County Counsel**

By: Rachel L. Pass

Date: 7-24-2025

**CalHFA**

**CALIFORNIA HOUSING FINANCE AGENCY,**  
a public instrumentality and political subdivision of  
the State of California

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





### Local Government Special Needs Housing Program

#### ASSIGNMENT AGREEMENT

**LOCAL GOVERNMENT NAME: NAPA COUNTY HEALTH AND HUMAN SERVICES**

Pursuant to that certain Participation Agreement – Local Government Special Needs Housing Program (the "Participation Agreement") by and between the above named Local Government ("Local Government") and the California Housing Finance Agency ("CalHFA"), dated \_\_\_\_\_, Local Government hereby agrees to assign and transfer to CalHFA one million two hundred sixty-four thousand dollars and NO/100ths (\$1,264,000.00) to be used in accordance with and subject to the terms of the Participation Agreement. Local Government warrants that such funds are from Local Government's Mental Health Services Act ("MHSA") funds under its Community Services and Supports component of the MHSA Three-Year Program and Expenditure Plan, or from other Local Government funds, and Local Government has authority to transfer such funds to CalHFA for the purposes set forth in the Participation Agreement. This assignment and transfer is funded by:

\$ 1,264,000 in MHSA funds; and  
\$ 0 in local funds

CalHFA agrees that it will hold these funds in a Local Government specific account, invest the funds in an appropriate investment vehicle as determined by CalHFA, and credit the Local Government's account with interest received on the investment, all in accordance with the Participation Agreement.

Local Government acknowledges and agrees that CalHFA is not assuming any obligations, responsibilities, or liabilities beyond those set forth in the Participation Agreement by accepting such funds.

Additional Instructions (if any): CalHFA shall manage the Capitalized Operating Subsidy Reserve for Progress Foundation's Hartle Court Supported Living Complex.

Date: \_\_\_\_\_

**LOCAL GOVERNMENT:  
NAPA COUNTY HEALTH AND HUMAN SERVICES**

**CalHFA:  
CALIFORNIA HOUSING FINANCE AGENCY,  
a public instrumentality and political subdivision  
of the State of California**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM**  
**Office of County Counsel**  
By: Rachel L. Plass  
Date: 7-24-2025



Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1694

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**TO:** Board of Supervisors  
**FROM:** Jennifer Yasumoto, Director of Health and Human Services Agency  
**REPORT BY:** Jennifer Ivancie, Staff Services Analyst I  
**SUBJECT:** Resolution regarding Funding Agreements with the California Department of Housing and Community Development

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**RECOMMENDATION**

Adopt a Resolution authorizing joint application for and acceptance of the County Allocation Awards under the Transitional Housing Program Round 7, for an allocation of \$66,613, and Housing Navigation and Maintenance Program Round 4, for an allocation of \$38,278, for Fiscal Year 2025-2026 and authorizing the Director of Health and Human Services Agency to sign the Allocation Acceptance Forms from the California Department of Housing and Community Development. (Fiscal Impact: \$104,891 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary)

**BACKGROUND**

Pursuant to State legislation, the Department of Housing and Community Development (HCD) shall allocate funding to counties for the support of housing navigators and housing stability to help young adults, aged 18 through 24 years of age, secure and maintain housing with priority given to young adults currently, or formerly, in the foster care or probation systems.

The funds from these allocation agreements focus on foster youth aged 18-24, also known as transitional aged youth (TAY), to facilitate housing stability under the Transitional Housing Program and to provide housing navigators under the Housing Navigator Maintenance Program for those formerly, or currently in, foster care or the probation system. This is especially important for this age group as they transition to independent living arrangements. The housing needs of youth in foster care are great and these funds provide the support needed to move these youth toward the best possible outcomes.

These allocations, and previous THP/HNMP allocations received from HCD, fund Napa County Agreement

No. 260068B with On The Move, Inc., which provides Housing Navigators specifically trained to locate available housing and assist TAY with overcoming barriers that these youth frequently encounter while locating housing. This agreement also uses this funding to help with Emergency Rental Assistance (housing insecure prevention) specifically targeted toward this vulnerable population.

Requested action:

Adopt a Resolution authorizing joint application for and acceptance of the County Allocation Awards under the Transitional Housing Program Round 7, for an allocation of \$66,613, and Housing Navigation and Maintenance Program Round 4, for an allocation of \$38,278, for Fiscal Year 2025-2026 and authorizing the Director of Health and Human Services Agency to sign the Allocation Acceptance Forms from the California Department of Housing and Community Development.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Child Welfare Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to accept these funds, however, without them, HHSA will not have available funding to support services that help youth, currently and formerly, in foster care and probation systems, locate housing opportunities.
Is the general fund affected?	No
Future fiscal impact:	None, agreement terms June 30, 2026
Consequences if not approved:	If not approved, Napa County will not receive this additional funding to provide housing services to youth in the 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.

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

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AUTHORIZING THE TRANSITIONAL HOUSING  
PROGRAM (THP) ROUND 7 AND HOUSING NAVIGATION AND  
MAINTENANCE PROGRAM (HNMP) ROUND 4 JOINT ALLOCATION  
ACCEPTANCE**

**WHEREAS**, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance form, dated August 19, 2025 under Round 7 of the Transitional Housing Program (“THP”), authorized by Item 2240-102-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (the “THP Allocation Acceptance Form”); and

**WHEREAS**, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance form, dated August 19, 2025 under Round 4 of the Housing Navigation and Maintenance Program (“HNMP”) authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (the “HNMP Allocation Acceptance Form”). The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the “Allocation Acceptance Forms”.

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors (“County”) does hereby determine and declare as follows:

1. That the County is hereby authorized and directed to apply for and accept the County’s allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of \$66,613 detailed and authorized in the THP Allocation Acceptance Form and applicable state law at the time this resolution is executed and authorized.
2. That the County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department but not to exceed \$133,226.
3. That the County is hereby authorized and directed to apply for and accept the County’s allocation award in the amount of \$38,278 as detailed in the HNMP Allocation Acceptance Form and applicable state law at the time this resolution is executed and authorized.
4. That the County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional HNMP Allocation”) up to the amount authorized by Department but not to exceed \$76,556.
5. That the **Director of Health and Human Services Agency**, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation

Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award , and any additional THP Allocation, and any amendments to such documents (collectively, the “THP Allocation Award Documents”).

6. That the **Director of Health and Human Services Agency**, or his or her designee, is hereby authorized and directed to act on behalf of the County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the “HNMP Allocation Award Documents”).

7. That the County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that the County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or any other applicable laws.

8. That the County has the discretion to accept both the THP and HNMP program funds as detailed herein, but, in the event that one of the two allocations are not made available for the County, or the County opts to not receive one of the allocations, the County affirms that it is authorized to accept either of the allocations independent of each other.

**(SIGNATURE PAGE FOLLOWS)**

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

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

\_\_\_\_\_

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

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

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

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u>          Deputy County Counsel</p> <p>Date: September 18, 2025</p>	<p>APPROVED BY THE          NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____          Processed By: _____</p> <p>_____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1695

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**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. 260123B with Progress Foundation, Inc. (Supportive Living Program)

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### **RECOMMENDATION**

Terminate Agreement No. 170666B and approve and authorize Agreement No. 260123B with Progress Foundation, Inc., for Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of \$489,294 per fiscal year to provide supportive living services for seriously mentally ill clients. (Fiscal Impact: \$489,294 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

### **BACKGROUND**

Progress Foundation's Supportive Living Program (SLP) helps mental health clients transition to greater independence. Designed for individuals moving from higher levels of care-such as board-and-care or group homes-to more independent living, the program supports clients who no longer need 24-hour supervision. SLP services are delivered to clients living in their own community-based apartments.

This agreement increases the contract maximum in the previous agreement by \$90,206, bringing the total to \$489,294. This increase is fully funded through Behavioral Health Bridge Housing (BHBH) dollars and will be used to provide rental assistance to Supportive Living Program (SLP) clients who meet BHBH eligibility criteria. These funds are available through June 30, 2027. Once the BHBH funding expires, the contract maximum will revert to the original amount of \$399,088. Corresponding updates have been made to Exhibits A and B to reflect the BHBH eligibility requirements.

Progress Foundation has also assumed responsibility for clients and housing units formerly managed by a provider that terminated its contract with Napa County. The transferred units and associated BHBH compliance requirements have been incorporated into the agreement. Additionally, therapy and crisis intervention have been added as specialty mental health services available to SLP clients under this agreement.

Requested actions:

1. Terminate Agreement No. 170666B with Progress Foundation, Inc.; and
2. Approve and authorize Agreement No. 260123B with Progress Foundation, Inc., for Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of \$489,294 per fiscal year.

**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 Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, HHSA’s BH clients may not receive the housing support and services needed to maintain stable housing and HHSA will not fully expend the BHBH grant.

**ENVIRONMENTAL IMPACT**

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



**NAPA COUNTY AGREEMENT NO. 260123B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT (the “Agreement”)** is made and entered into as of the 1<sup>st</sup> day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **PROGRESS FOUNDATION, INC.**, 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, 2005, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170666B (formally 6380), hereinafter referred to as the “Agreement” for CONTRACTOR to provide supportive living services for seriously mentally ill clients; and

**WHEREAS**, as of the effective date of this Agreement, the Parties wish to terminate Agreement No. 170666B and replace it with this Agreement No. 260123B; and

**WHEREAS**, COUNTY wishes to obtain specialized services in order to provide mental health services support for clients that wish to maintain housing provided through Supported Living Services (SLP).

**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.

<b>NAPA COUNTY, a political subdivision of the State of California</b>	<b>CONTRACTOR</b>
<p>By _____  <b>ANNE COTTRELL, Chair of the Board of Supervisors</b></p> <p>ATTEST: NEHA HOSKINS, Clerk of the Board</p> <p>By: _____</p> <p>DATE APPROVED BY THE BOARD: _____</p> <p>Processed by: _____  Deputy</p>	<p>Signature    <small>Steve Fields (Sep 18, 2025 17:20:29 PDT)</small></p> <p><b>STEVE FIELDS</b>, Executive Director</p> <p>Signature  </p> <p><b>SWATI KAPADIA</b>, Chief Financial Officer</p>
<p>Maximum Amount of this Agreement: \$489,294.00 per Fiscal Year</p> <p>Term Expires: June 30, 2026</p> <p>Automatic renewal of term applies.</p>	<p>APPROVED AS TO FORM BY NAPA COUNTY COUNSEL</p> <p>By: <i>Rachel L. Ross (electronic signature)</i>  Date: 9/12/2025</p>

## **TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260123B**

### **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, 2<sup>nd</sup> Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Cassandra Eslami, Deputy Director of HHSA/Behavioral Health Director
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Steve Fields, 368 Fell Street, San Francisco, CA 94102
- 1.6 CONTRACTOR is a  sole proprietor  partnership  corporation  public agency  other (specify).
- 1.7 The source of funding for this Agreement shall be: Medi-Cal, Behavioral Health Bridge Housing (BHBH), and State Behavioral Health Realignment.
- 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: Managed Care and Performance agreements with Department of Health Care Services and State BHBH agreement.

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

### **SECTION 2. General Terms and Conditions.**

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

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

### 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 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 Expense Reimbursement (attached)

Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

Exhibit D: *Reserved*

Exhibit E: Medi-Cal Outpatient Rates, Per Billable Minute (attached)

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

**July 1, 2025 through June 30, 2026**  
**(and each subsequent automatic renewal)**

**Introduction**

COUNTY's Health and Human Services Agency (HHS) 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 provide said services in CONTRACTOR'S separate programs as described herein; and 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 supports 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 in order to live in the community without 24-hour supervision.
4. Wish to and have some capacity to live more independently.
5. Are able to 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 of the following 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.
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 hereunder are qualified to provide the service for which reimbursement is claimed, based upon education, experience and licensure. CONTRACTOR shall maintain records verifying said qualifications for each service provider 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 an Associate Clinical Social Workers (ASW). CONTRACTOR shall provide evidence of said records as requested by COUNTY. Maintain a safe facility. If staff providing services are not licensed or registered interns, CONTRACTOR shall provide evidence of specified qualifications as requested by COUNTY
2. 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.
3. Meet any additional requirements established by the MHP as part of a credentialing or other evaluation process.
4. Possess the necessary license to operate.
5. Provide for appropriate supervision of staff.
6. 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.
7. Possess appropriate liability insurance.
8. 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.
9. As a condition for reimbursement, CONTRACTOR shall ensure beneficiaries shall receive the same level of services as provided all other clients served.
10. Inform the MHP of any sentinel event or occurrence in which COUNTY'S individual receiving services covered under this contract suffers physical injury, emotional trauma, death or serious side-effect which could be attributed as caused in any way by CONTRACTOR. Such events shall be immediately reported to the Napa County Behavioral Health Director and/or his/her designee.
11. CONTRACTOR shall provide culturally and linguistically appropriate services to individuals as defined in the Napa County Specialty Behavioral Health Implementation Plan.
12. 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.
13. 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 at a minimum 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 individual is already receiving Napa County Behavioral Health Plan services from another Napa County Behavioral Health Plan provider. Additionally, CONTRACTOR will inquire of each individual served whether or not 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 other providers to ensure they are not duplicating other provider's efforts. If other provider confirms 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 the individual that target those objective(s).

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. Note that 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 Medical 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 cases whom COUNTY Access completes the initial comprehensive assessment and refers to CONTRACTOR for ongoing services:

COUNTY ACCESS team will submit 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 in order to initiate ongoing mental health services.
4. Close clients who do not engage. Those who engage beyond *60 calendar days* of date of NCBH initial assessment, CONTRACTOR will contact COUNTY Access for guidance.
5. Submit to NCBH Managed Care the *Discharge Summary* upon case closure.

For cases 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 ([BHAccess@countyofnapa.org](mailto:BHAccess@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 shall be provided 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 the Informing Materials listed above, and if CONTRACTOR is deemed responsible, CONTRACTOR shall provide COUNTY with verification as requested that the following administrative paperwork has been provided to CONTRACTOR's individuals served on the schedule listed below:

- 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 a 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 following requirements. 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.

**EXHIBIT B**  
**COMPENSATION AND EXPENSE REIMBURSEMENT**

**July 1, 2025 through June 30, 2026**  
**(and each subsequent automatic renewal)**

**I. Compensation**

- A. Contract maximum not to exceed \$489,294.00 for FY25-26 and 26-27. As of July 1, 2027, the contract maximum will revert to \$399,088.00 per fiscal year.
- 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. Funds are available annually through June 30, 2027.

**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. As able, the COUNTY will assist CONTRACTOR in finding contact information for OHC insurers, but the COUNTY is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

#### **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 on 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 shall not exceed **\$90,206**

#### **V. 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](mailto:BHInvoices@countyofnapa.org) by the 15<sup>th</sup> of each month for all authorized contract services provided in the preceding *month*. CONTRACTOR shall use COUNTY HHS

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](mailto:BHInvoices@countyofnapa.org). BHBH invoices shall be submitted separately by the 15<sup>th</sup> of the month to [BHInvoices@countyofnapa.org](mailto: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.

## **VI. 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 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.
- B. 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.
- 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.

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

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer 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](http://www.countyofnapa.org).

## 2.16 No Assignments or Subcontracts.

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability

company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

#### **2.17 Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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

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

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

#### **2.18 Interpretation; Venue.**

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

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

**2.19 Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

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

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by



reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

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

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

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

**2.20 Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including,

without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

**2.21 Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

**2.22 Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

**2.23 Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of

Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

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

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

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

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

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

than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

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

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in “Addendum For Contracts Involving Federal Health Care Programs—Revision of 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](http://www.countyofnapa.org).

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

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

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

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

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

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

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

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of

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

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

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

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

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

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

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

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

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

**2.33 Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

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

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

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

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

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

addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

**2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

**2.35 Compliance With COUNTY'S Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY'S contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY'S contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County'S Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: [www.countyofnapa.org](http://www.countyofnapa.org).

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR'S failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County'S Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County'S Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

**2.36 Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the “Napa Health Matters” website, CONTRACTOR agrees to maintain a current and accurate listing on [www.NapaHealthMatters.org](http://www.NapaHealthMatters.org) for such services.

**2.37 Licensure Status.**

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR’s professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, “license in good standing” means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR’s license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR’s professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR’s professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

**2.38 Code of Ethics.** CONTRACTOR understands that Napa County Health and Human Services (HHS) has adopted a Code of Ethics. If the Department Director determines that the HHS Code of Ethics applies to CONTRACTOR’s activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHS that CONTRACTOR has received, read, understands, and will abide by HHS’s Code of Ethics. The Code of Ethics may be found online at [www.countyofnapa.org](http://www.countyofnapa.org) or may be obtained from HHS upon written request.

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

**2.40 Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report



Requirements, including but not limited to those requirements set forth in “Addendum for Contracts Involving Federal Awards.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: [www.countyofnapa.org](http://www.countyofnapa.org).

**EXHIBIT D**

This Exhibit is Reserved

**EXHIBIT E**  
**MEDI-CAL OUTPATIENT RATES, PER BILLABLE MINUTE**  
**EFFECTIVE 7/1/2025**

Psychiatrist	\$22.11
Psychiatric Nurse Practitioner, Clinical Nurse Specialist	\$11.07
Physician Assistant	\$9.99
Registered Nurse	\$9.04
Licensed Psychiatric Technician	\$5.13
Licensed Vocational Nurse	\$4.75
Psychologist (Licensed or Waivered)	\$6.45
LPHA (MFT, LCSW, LPCC, OT) Licensed or Waivered	\$5.87
Mental Health Rehab Specialist	\$4.51
Alcohol and Drug Counselor (Registered and Certified)	\$4.51
Certified Peer Professional	\$4.51
Other Qualified Providers – Other Designated MH Staff that Bill Medi-Cal	\$4.34

# Progress Foundation (SLP) No. 260123B (002) (1)

Final Audit Report

2025-09-19

Created:	2025-09-19
By:	Natalie StClair (nfstclair@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOuOb09-KKqPe0Zn776WVIYUaVusKfG

## "Progress Foundation (SLP) No. 260123B (002) (1)" History

-  Document created by Natalie StClair (nfstclair@gmail.com)  
2025-09-19 - 0:07:41 AM GMT- IP address: 199.241.203.129
-  Document emailed to sfields@progressfoundation.org for signature  
2025-09-19 - 0:08:41 AM GMT
-  Email viewed by sfields@progressfoundation.org  
2025-09-19 - 0:17:34 AM GMT- IP address: 73.15.76.157
-  Signer sfields@progressfoundation.org entered name at signing as Steve Fields  
2025-09-19 - 0:20:27 AM GMT- IP address: 73.15.76.157
-  Document e-signed by Steve Fields (sfields@progressfoundation.org)  
Signature Date: 2025-09-19 - 0:20:29 AM GMT - Time Source: server- IP address: 73.15.76.157
-  Agreement completed.  
2025-09-19 - 0:20:29 AM GMT



Napa County  
Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1714

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**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 and Appropriate Personnel Policies

---

**RECOMMENDATION**

Adopt a Resolution to amend the Table and Index of Classes, effective October 21, 2025, and appropriate personnel policies. (No Fiscal Impact)

**BACKGROUND**

County management positions are placed in either Classified or Non-Classified service. Non-Classified positions are typically “at-will,” meaning they serve at the pleasure of the appointing authority.

Based on a review of its current structure, Public Works and Human Resources have identified a vacant management position that needs to change service type. The Public Works Superintendent position reports to the Deputy Director of Public Works - County Engineering, which reports to the Director of Public Works. Based on this reporting structure, the Public Works Superintendent should be changed from Classified to a Non-Classified “at-will” position. This change has no fiscal impact.

Requested Action:

Adopt a Resolution to amend the Table and Index of Classes, to update the management group of the Public Works Superintendent, effective October 21, 2025, and appropriate personnel policies.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Discretionary Justification:	The requested action is necessary to group management positions together which provides flexibility in the employment relationship for both the County and the employee.
Consequences if not approved:	The position will remain in the Classified service.

**ENVIRONMENTAL IMPACT**

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

**RESOLUTION NO. 2025-**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE OCTOBER 21, 2025**

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

**WHEREAS**, 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; and

**WHEREAS**, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes and appropriate personnel policies be implemented as set forth in Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED**, that effective October 21, 2025, 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.”

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

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
 held on the 21<sup>st</sup> day of October 2025, by the following vote:

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

NAPA COUNTY, a political subdivision of  
 the State of California

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

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <i>Susan B&gt; Altman</i>, Deputy</p> <p>Date: October 9, 2025</p>	<p>APPROVED BY THE NAPA          COUNTY          BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT A**

Chief Human Resources Officer requests approval of the following actions, effective October 21, 2025:

1. Amend the Table and Index of Classes as follows:
  - a. Delete:

Public Works Superintendent (CMGT 346)  
\$66.71 - \$80.90 approximate hourly salary
  - b. Add:

Public Works Superintendent (CNCO 346)  
\$66.71 - \$80.90 approximate hourly salary
  
2. Amend Part I: Section 37C-1 of the Napa County Policy Manual, Management Compensation Plan – Classified, by deleting Public Works Superintendent from the list of classes in Attachment 1, Part A and Part B.
  
3. Amend Part I: Section 37C-3 of the Napa County Policy Manual, Management Compensation Plan – Non-Classified (Other), by adding Public Works Superintendent to the list of classes in Attachment 1, Part A, Section 2.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1655

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**TO:** Board of Supervisors  
**FROM:** Meg Ragan, Chief Technology Officer - Information Technology Services  
**REPORT BY:** Elena Guzmán, Staff Services Analyst II  
**SUBJECT:** Agreement No. 260155B with AMS Cisco FLEX Attendant Console

---

### **RECOMMENDATION**

Approve and authorize Agreement No. 260155B with AMS.Net for the purchase of call-in application software for a five-year term and an annual cost of \$666. (Fiscal Impact: \$666 Expense; Information Technology Services Fund; Budgeted; Discretionary)

### **BACKGROUND**

AMS.NET is the vendor the County uses for its telephony software licenses, annual technical support and Cisco Voice Over Internet Protocol (VoIP) telephone system. AMS.NET is a Cisco authorized vendor of the Cisco software licenses.

The Cisco Flex Attendant Console is the license the County uses for the Board of Supervisor's call-in application software. It allows the ability to do public comment over the phone during Board meetings.

The total cost for the Cisco Flex Attendant Console is \$3,330, which will be invoiced annually, with a five-year term. Due to the aggregate total per fiscal year with the vendor, Board approval is required.

Requested Action:

Approve and authorize Agreement No. 260155B with AMS.NET for the purchase of Cisco Flex Attendant Console in the amount of \$3,330, invoiced annually at \$666 for a five-year term.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services (ITS), Fund 4200, Subdivision 42000-12 Telephony
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This license is integral to the Board of Supervisor’s meetings.
Is the general fund affected?	No
Future fiscal impact:	The cost will continue to be budgeted in ITS’ Communications Telephony subdivision and built into the Cost Allocation Plan.
Consequences if not approved:	If not approved, the public will not have access to call in and comment during Board meetings.

**ENVIRONMENTAL IMPACT**

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



# Technology Solution Quotation

SAAS SUBSCRIPTION AGREEMENT- ANNUAL:  
Cisco FLEX - Attendant Console - 60 Months

**Napa County Agreement No. 260155B**  
Quote #Q-00094394  
PL No. 139045



**MGT**  
AMS.NET, LLC. D/B/A  
MGT Impact Solutions



AMS.NET, LLC. D/B/A MGT Impact Solutions  
502 Commerce Way, Livermore, CA 94551  
(925) 245-6100 | Fax (925) 245-6150  
www.mgt.us

Quote# Q-00094394

## Introduction

At AMS.NET, LLC. D/B/A MGT Impact Solutions, we are trusted advisors driven by social impact. Our specialized technology and advisory solutions address the mission-critical problems that live at the top of our client's leadership agenda. From aging technology and cybersecurity threats to budgetary constraints, we take on the toughest challenges – and succeed together.

Our suite of comprehensive technology solutions, spanning **cybersecurity, managed services, SaaS, physical security, network infrastructure, cloud and data, communications**, and more empower you to effortlessly conquer your toughest technology obstacles. Please refer to our customer price quote for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

## A Social Impact Commitment

### DEFINED BY IMPACT

We understand how important flexibility and scalability is to Napa County, and for this reason we are providing a predictable subscription technology solution that supports your organizations goals and helps you improve the communities you serve.

## MGT's Expertise

MGT brings **50 years** of experience and more than 900 professionals driving positive social change with technology and advisory solutions for education, government, and enterprise companies. We have a national presence with local engineering and cabling resources.



### Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



### IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



### Cybersecurity & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



### Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.



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Quote# Q-00094394

## Billing Information

AMS.NET, LLC. will invoice against the contract once a purchase order is received and processed by AMS.NET, LLC. Failure to pay invoices may lead to cancellation of manufacturer subscription.

### SaaS Contract Cost Summary:

Contract Term	5 Year	Annual Total	\$665.76
Billing Term	Annual	Total Contract	\$3,328.80

**Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. Your invoice will reflect the additional usage. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to Renewals, at [renewals@mgt.us](mailto:renewals@mgt.us). To cancel your subscription at the end of the initial term, please notify Renewals by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.**

AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. In order to renew the subscription, please email a purchase order for the renewal term to Renewals at [renewals@mgt.us](mailto:renewals@mgt.us), in writing 45-days prior to the end-of-term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, LLC., Renewals at [renewals@mgt.us](mailto:renewals@mgt.us), in writing 45-days prior to the end-of-term to avoid cancellation.



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 www.mgt.us

Quote# Q-00094394

**Customer**

Napa County  
 Purchasing 1195 Third Street, Suite 101  
 Napa CA, 94559 US  
 ATTN:

**Quote Description**

Cisco FLEX - Attendant Console - 60 Months

**Estimated Contract Start** 9/5/2025  
**Estimated Contract Expiration** 9/4/2030  
**Contract Term** 5 Year  
**Billing Term** Annual  
**Modified** 9/2/2025  
**Account Mgr.** Dave Zieker  
 (925) 245-6160  
 dzieker@mgt.us  
**Inside Account Mgr.** Mike Bruington  
 (925) 245-6165  
 mbruington@mgt.us

Line	Item Description	Qty	Service Term	Monthly Unit Price	Qty Years	Extended Price
1	A-FLEX-CUAC-S Unified Attendant Console Standard	4	5 Year	\$13.87	5	\$3,328.80

**Order Summary**

<b>Annual Total</b>	\$665.76
<b>Contract Total</b>	\$3,328.80



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 (925) 245-6100 | Fax (925) 245-6150  
 www.mgt.us

Quote# Q-00094394

Sign and return this page to your account manager to accept this proposal for SaaS Subscription- Annual.

I, the undersigned ("Customer"), hereby accept this proposal for SaaS Services(s) as detailed in the quote number Q-00094394. I also agree to the following:

**Terms and Conditions**

**Payment Conditions**

**Yes**, Customer chooses to purchase SaaS services from AMS.NET, LLC. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

**Term: 5 Year**

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. If this is a Cisco SaaS agreement, the Cisco Systems Universal Cloud Agreement applies. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Year 5 Cost - Quote Total	Qty	Service Term	Monthly Unit Price	Qty Years	Extended Price
A-FLEX-CUAC-S Unified Attendant Console Standard	4	5 Year	\$13.87	5	\$3,328.80
<b>Annual Total</b>					<b>\$665.76</b>
<b>Contract Total</b>					<b>\$3,328.80</b>



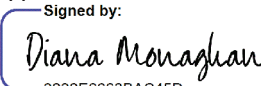


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Quote# Q-00094394

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by  AMS.NET, LLC Signed by: Signature  Name Diana Monaghan Title Secretary Date 9/23/2025	Acknowledged and Agreed  Napa County Signature Name Anne Cottrell Title Chair, Board of Supervisors Date
---	--

**Payment Terms and Conditions**

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>September 17, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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- AMS.NET, LLC. will require a purchase order referencing this Quote # and an authorized representative must sign this proposal.
- Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.
- Shipping charges and sales tax will not be added to this order as these services on non-taxable.
- The laws of the state where the item is shipped will apply to this sale.
- The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.
- Cisco Cloud services purchased from AMS.NET, LLC. D/B/A MGT Impact Solutions requires the customer to accept Cisco's Universal Cloud Agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms)



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[www.mgt.us](http://www.mgt.us)

**Quote# Q-00094394**

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(collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (30) days of Your purchase.

7. AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. Impact Solutions internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to Renewals at [renewals@mgt.us](mailto:renewals@mgt.us), within 45-days of the end of the initial term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, LLC., Renewals at [renewals@mgt.us](mailto:renewals@mgt.us), in writing 45-days prior to the end-of-term to avoid cancellation.

**AMS.NET, LLC.**  
**Tax ID: 94-3291626**  
C7 License: 763508

## Purchase Order

Please make your purchase order to AMS.NET, LLC. and email it to Dave Zieker at [dzieker@mgt.us](mailto:dzieker@mgt.us). You may also return it by mail to 502 Commerce Way, Livermore, CA 94551.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1725

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**TO:** Board of Supervisors  
**FROM:** Anthony Halstead - Director of Library Services  
**REPORT BY:** Michelle Carreon - Supervising Staff Services Analyst  
**SUBJECT:** Out of Country Travel Request

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### **RECOMMENDATION**

Authorize out-of-country travel for Kelli Crouch, Librarian II, to attend the Guadalajara Book Fair in Guadalajara, Mexico, from November 30 through December 4, 2025. (Fiscal Impact: \$2,600 Expense; Library Fund; Budgeted, Discretionary).

### **BACKGROUND**

The Guadalajara International Book Fair is the most important publishing gathering for those who are looking to enrich their Spanish materials collections. It is also an amazing cultural festival created over 38 years ago by the University of Guadalajara, the Fair is aimed at professionals and the general public alike, a characteristic that sets it apart from other book fairs around the globe. It is also a cultural festival in which literature plays a major role, including a program where authors from all continents and languages participate, and a forum for the academic discussion of the major issues of our time.

As the Napa County Library's mission is to enrich lives with books and information for all community members in Napa County, materials in Spanish are an important part of its collection, including the library collections at each of the Farmworker Centers. It is difficult to find appropriate Spanish materials through the Library's normal means of purchasing, where distributors often focus on English language translations or materials that are not appealing to our population. Additionally, there are opportunities discuss programs and services with other libraries across the nation and build relationships that provide benefits far beyond the conference.

Per the Napa County Travel Policy, all out-of-country travel by County employees, including Department Heads who are not elected officials, must receive prior approval from the Board of Supervisors. The Library Director believes attendance at this conference will result in a better Spanish collection that will be more responsive to the needs of Napa County's Spanish speaking community. The library has budgeted for airfare and accommodations for the library staff member to attend. The American Library Association has partnered with Guadalajara International Book Fair to offer libraries free attendance, reduced hotel room cost and other

cost saving benefits.

Requested Action:

1. Authorize out-of-country travel for Kelli Crouch, Librarian II, to attend the Guadalajara Book Fair in Guadalajara, Mexico, from November 30 - December 4, 2025, for an amount not to exceed \$2,600. Attendance at this conference will result in a current and varied Spanish language collection that will be responsive to the needs of Napa County's Spanish speaking citizens.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Napa County Library General Operations Fund 2020, Subdivision 2020001
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Napa County Library has a goal of providing materials that citizens want and need, and that includes materials in Spanish for the Spanish speaking residents. The Guadalajara Book Fair is the primary international source for materials in the Spanish language, and both of the bilingual library staff members attending this event are involved in selecting these materials for the library.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Spanish-speaking citizens of Napa County will not have the library materials they want and need, and it will be difficult for the Library to fulfill its goal of outreach to the Spanish-speaking 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.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1708

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**TO:** Members of the Governing Board  
**FROM:** Christopher Silke, District Engineer  
**REPORT BY:** Anna Martinez, Assistant Engineer  
**SUBJECT:** Adopt a Resolution Calling a Special Election by all-mailed ballots for January 20, 2026 that will enable voters to approve or reject Napa Berryessa Resort Improvement District Measure "A" and approving and submitting an argument in favor of the Measure.

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### **RECOMMENDATION**

Adopt a Resolution calling a Special Election on January 20, 2026 enabling voters to approve or reject Napa Berryessa Resort Improvement District Measure "A" establishing an annual Special Tax of \$1,560 on all parcels in the District with existing infrastructure available to connect to the water and sewer systems, and approving and submitting an argument in favor of Measure "A". (Fiscal Impact up to \$15,000, NBRID Fund; Budgeted; Discretionary)

### **BACKGROUND**

On October 29, 2024, the Napa Berryessa Resort Improvement District (NBRID) District Engineer in collaboration with Robert D. Niehaus, Inc. (RDN), NBRID's financial consultant, presented an updated operations budget financial plan to the Board for their information along with options for increasing revenue to eliminate annual deficits, cease loan dependency from the County and transition to financial sustainability. Fiscal stability is a prerequisite for NBRID, recently designated as a disadvantaged community, to qualify for State and Federal grant assistance programs to perform necessary capital improvement projects on District utility assets.

As requested by the Board, staff presented the same material to customers and property owners in the District at a community meeting on November 13, 2024 at the Capell Valley Volunteer Fire Station and returned to the Board on December 17, 2024 to seek endorsement of one of the following funding scenarios - adjusted from those presented at the October 29, 2024 Board meeting and the November 13, 2024 community meeting to account for revised assumptions regarding the allocation of costs over the next 10 years. All but Scenario Zero includes a fund balance target of \$1.2M at the end of 10 years.

**Scenario Zero, or do nothing** - Under this scenario, the current and future operating revenue neither

fully funds operating expenses nor achieves the target fund balance, resulting in an approximate \$500k deficit each year. The District operations budget will rely on County loans every two to three years if no action is taken or District customers/property owners reject all proposals.

**Scenario A** - Adjusts Water and Sewer User Rates upward by 105 percent over the course of five years, then annual 4% CPI increases for an additional five years through Fiscal Year 2034. The Governing Board previously opposed any further action on this approach.

**Scenario B** - Proposes a User Rate increase of 77 percent coupled with a 10-year Special Tax assessment of \$560 for developed parcels and \$160 for undeveloped parcels. The Special Tax will be in addition to the existing availability charge of \$240 (\$120 for water, \$120 for sewer) that is currently collected on the tax roll for all parcels in the District.

**Scenario C** - Does not adjust user rates, but rather proposes a 10-year Special Tax assessment of \$1,560 on all parcels with existing infrastructure available to connect to the water and sewer systems in the District service area. As with Scenario B, the Special Tax will be in addition to the existing availability charge of \$240 (\$120 for water, \$120 for sewer) that is currently collected on the tax roll for all parcels in the District.

At the December 17, 2024 meeting, the Board gave staff direction to pursue Scenario C.

Elections Code Section 4108 permits the District, by resolution, to call a special election by all-mailed ballots in accordance with Elections Code Sections 4000 et seq. on a date prescribed in Elections Code Section 1500 or on any date other than an established election date. Staff coordinated with County Counsel and the Registrar of Voters and determined January 20, 2026 is the earliest date to which a special election can be conducted. If the resolution is approved, Measure “A”, the full text of which is included as Exhibit A to the resolution, will be submitted to the voters for approval.

Adoption of the proposed resolution calls for an all-mailed ballot special election to be held January 20, 2026. If approved by 2/3 of eligible voters, Measure “A” will levy an annual tax of \$1,560 on all parcels with existing infrastructure available to connect to the water and sewer systems in the District. The duration of the tax is 10 years and would be effective July 1, 2026 through June 30, 2037.

Additionally, California Elections Code section 9162 authorizes the Governing Board of NBRID to submit a written argument for or against a ballot measure. Adoption of the resolution will also approve the argument in favor of NBRID Measure “A” attached as Exhibit “B” to the resolution and direct the Clerk of the Board to submit the argument to the Registrar of Voters on behalf of the Board for inclusion in the ballot materials.

#### Requested Actions:

1. Adopt a Resolution calling a Special Election on January 20, 2026 enabling voters to approve or reject Napa Berryessa Resort Improvement District Measure “A” establishing an annual Special Tax and approving and submitting an argument in in favor of Measure “A”.

#### **FISCAL IMPACT**

Is there a Fiscal Impact?

Yes

Is it currently budgeted?  
Where is it budgeted?

Yes  
NBRID, Fund 5240 Operations, Division 52400 will reimburse the Elections Department for costs to conduct the election estimated at between \$8,000 and \$15,000. Final cost for the proposed election is still to be determined, but staff included provisions for this reimbursement in the budget that was adopted on June 24, 2025.

Is it Mandatory or Discretionary?  
Discretionary Justification:

Discretionary  
The District is facing financial hardship and proposes the special tax as a measure to bring the budget into balance for the purpose of qualifying for funding programs for necessary capital improvements to district facilities.

Is the general fund affected?  
Future fiscal impact:  
Consequences if not approved:

No  
None  
The District will need to pursue and enact other revenue increase mechanisms for operations.

**ENVIRONMENTAL IMPACT**

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

**RESOLUTION NO. \_\_\_\_\_ (NBRID)**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, ACTING AS THE GOVERNING BODY OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, CALLING AND GIVING NOTICE OF A SPECIAL ELECTION TO BE HELD ON JANUARY 20, 2026 FOR THE PURPOSE OF SUBMITTING ONE BALLOT MEASURE TO THE VOTERS THAT WOULD LEVY A SPECIAL PARCEL TAX TO FINANCE CONTINUED WATER AND SEWER SERVICES AND REQUESTING THAT THE NAPA COUNTY REGISTRAR OF VOTERS RENDER SPECIFICED SERVICES TO THE DISTRICT RELATING TO THE CONDUCT OF THE SPECIAL DISTRICT ELECTION**

WHEREAS, the Napa Berryessa Resort Improvement District ("NBRID" or the "District") is a resort improvement district organized pursuant Public Resources Code Section 13000 *et seq.* ("Resort Improvement District Law"); and

WHEREAS, the District provides water and sewer services to District residents; and

WHEREAS, the District faces significant financial challenges due to the urgent need for repair and maintenance of its existing water and sewer infrastructure; and

WHEREAS, the District does not currently receive revenue sufficient to finance its operating and capital expenses or related reserves; and

WHEREAS, the District anticipates that its operating and capital expenses will significantly increase over the next ten years; and

WHEREAS, pursuant to Public Resources Code Section 13161.5 and Government Code 50075 *et seq.*, the District is authorized to propose by ordinance or resolution the adoption of a special tax; and

WHEREAS, the District may levy a special tax if the tax is approved by two-thirds of the voters voting at the election; and

WHEREAS, pursuant to Public Resources Code Section 13051, the District Board may call a special election at any time; and

WHEREAS, Elections Code Section 4108 permits the District, by resolution, to call a special election by all-mailed ballots in accordance with Elections Code Sections 4000 *et seq.* on a date prescribed in Elections Code Section 1500 or on any date other than an established election date; and

WHEREAS, the Board desires to call a special election by all-mailed ballots for January 20, 2026 to submit to the District's electorate the question of whether the District should levy a special tax in the amount of \$1560 per year on each parcel of real property improved with a sewer or water lateral stubbed to the property line to fund continued water and sewer services, including operating expenses, capital expenses and related reserves; and

WHEREAS, the authority and procedure for submitting arguments for and against a ballot measure in a District special election is governed in the same manner as county measures pursuant to Elections Code Sections 9168 and 9342; and



WHEREAS, Elections Code Section 9162 authorizes the Board to submit a written argument for or against the ballot measure not to exceed 300 words in length; and

WHEREAS, the Board desires to submit an argument in favor of the ballot measure.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Napa Berryessa Resort Improvement District, as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Pursuant to Public Resources Code Section 13051, the Board hereby calls and orders to be held on January 20, 2026, a special District election for the purpose of submitting to the electors of the District one ballot measure identified as NBRID Measure A. The Measure would enact an ordinance, attached hereto as Exhibit “A” and incorporated herein by this reference, that would levy a special tax on each parcel in the District that is improved with a sewer or water lateral stubbed to the property line in the amount of \$1560 per fiscal year to finance continued water and sewer services, including operating expenses, capital expenses and related reserves. The Board hereby approves the ordinance, and the form thereof, and orders its submission to the voters of the District at said special election.

3. The Board hereby requests that said special election be conducted as an all-mailed ballot election in accordance with Elections Code Section 4000 *et seq.*

4. Pursuant to Elections Code Section 10002, the Board hereby requests the Napa County Board of Supervisors to permit the Napa County Registrar of Voters (“Registrar”) to act as the elections official for this special election. Subject to approval of the District’s request by the Board of Supervisors, the District shall reimburse the County in full for the costs of any services so provided.

5. The Board hereby approves and orders that the following question be submitted as Measure A on the ballot at the special election on January 20, 2026:

<b>Shall the Napa Berryessa Resort Improvement District levy a special tax in the amount of \$1560 per fiscal year for ten years on each parcel of real property in the District improved with a sewer or water lateral stubbed to the property line to finance continued water and sewer services, including operating expenses, capital expenses and related reserves?</b>	<input type="checkbox"/>	<b>YES</b>
	<input type="checkbox"/>	<b>NO</b>

6. The Board hereby directs County Counsel, acting as District Counsel, to prepare an impartial analysis of the measure in the form required by Elections Code Section 9313.

7. Pursuant to Elections Code Sections 9316 and 9317, the Registrar shall fix and determine reasonable dates before the special election for the submission of an argument in favor of and against the measure, and additional rebuttal arguments, and that such arguments shall be submitted to the Registrar at the Office of the Registrar, 1127 First Street, Suite E, Napa, California 94559, no later than 5:00 p.m. on said dates.

8. The Board hereby requests the Registrar to include Exhibit “A” (the full text of the proposed ordinance establishing the special parcel tax) as a part of the official ballot materials.

9. The Board hereby approves the “Argument in Favor of Measure A” attached hereto as Exhibit “B” and incorporated herein by reference and directs the Clerk of the Board to submit the “Argument in Favor of Measure A” to the Registrar of Voters to be included in the official ballot materials.

9. This resolution shall take effect immediately upon its adoption.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the governing board of the Napa Berryessa Resort Improvement District at a regular meeting held on the 21<sup>st</sup> day of October, 2025, by the following vote:

AYES:	MEMBERS	_____
		_____
NOES:	MEMBERS	_____
		_____
ABSTAIN:	MEMBERS	_____
		_____
ABSENT:	MEMBERS	_____
		_____

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

\_\_\_\_\_  
ANNE COTTRELL, Chair of the Governing Board

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina S. Wolfson</u> Deputy County Counsel</p> <p>Date: <u>October 10, 2025</u> PL Doc. No. 136667_6</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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Exhibit "A"

Ordinance  
(attach ordinance)

Exhibit "B"  
Argument in Favor of Measure A

(attach argument)

**EXHIBIT "A" – Full Text of Measure A**

**AN ORDINANCE OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, ESTABLISHING A SPECIAL PARCEL TAX ON REAL PROPERTY IN THE DISTRICT IMPROVED WITH A SEWER OR WATER LATERAL STUBBED TO THE PROPERTY LINE TO FINANCE THE CONTINUED PROVISION OF WATER AND SEWER SERVICES TO DISTRICT RESIDENTS**

The people of the Napa Berryessa Resort Improvement District do ordain as follows:

**SECTION 1. Definitions.** For purposes of this Ordinance, the following definitions shall apply:

- (a) “Board” means the governing body of the District.
- (b) “District” means the Napa Berryessa Resort Improvement District.
- (c) “Fiscal year” means the period beginning July 1<sup>st</sup> and ending on June 30<sup>th</sup>.
- (d) “Improved parcel” means a parcel that has a sewer or water lateral stubbed to the property line.
- (e) "Parcel" means each parcel of real property designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of the County of Napa
- (f) “Special tax” means the special tax imposed by this Ordinance.

**SECTION 2. Purposes and Levy of Special Tax.** Beginning with the 2026-2027 fiscal year, a special tax shall be levied upon every nonexempt improved parcel in the District for each fiscal year in the amount set forth herein. The revenues from the special tax shall be used exclusively for the purposes of providing water and sewer services in the District, including to fund operations and maintenance expenses, capital improvements and related fund reserves.

**SECTION 3. Special Tax Rates.** Commencing fiscal year 2026-2027, the special tax rate for each improved parcel shall be \$1,560.00 per fiscal year for the duration of the special tax.

**SECTION 4. Collection of Special Tax.** The special tax shall be collected at the same time, and in the same manner, as ad valorem real property taxes are collected within the District by the County of Napa. The County may deduct its reasonable costs incurred for providing such service before remitting the balance of the tax proceeds to the District. The special tax shall have the same lien priority and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes collected by the County of Napa.

**SECTION 5. Amendment.** This Ordinance may be amended by a majority vote of the Board to carry out the general purposes of this Ordinance, to conform the provisions of this Ordinance to applicable state law or any paramount law, to modify the methods of collection, or to assign the duties of public officials under this Ordinance; provided however, this Ordinance shall not be amended to increase the amount of the special tax without the approval of two-thirds of the voters of the District voting on such amendment. If, prior to the 2036-2037 fiscal year, the Board, by majority vote, finds that the

purposes of this special tax have been achieved, the Board may amend this Ordinance to reduce the rate of, or eliminate, the special tax before the 2036-2037 fiscal year.

**SECTION 6. Annual Reports.** The District Engineer shall annually prepare and submit to the District Board the report required by Government Code Section 50075.3.

**SECTION 7. Exemptions.** The special tax shall not be imposed upon any improved parcel that is exempt from the special tax pursuant to any provision of the United States Constitution, California Constitution, California State law or any paramount law.

**SECTION 8. Special Fund.** All funds collected from the special tax shall be deposited into a separate fund in accordance with Government Code Section 50075 et seq., and shall be expended only for the purposes authorized by this Ordinance.

**SECTION 9. Implementing Procedures.** The Board may, by resolution, adopt procedures for the implementation or administration of the special tax as may be appropriate to accomplish the purposes of this Ordinance.

**SECTION 10. Appropriations Limit.** The appropriations limit of the District established under Article XIII B of the California Constitution shall be increased by the proceeds received from the special tax imposed by this Ordinance.

**SECTION 11. Effective Date.** If this Ordinance is approved by two-thirds of the participating registered voters at a special election held on January 20, 2026, it shall take effect ten days following the Board's certification of the election results evidencing approval by at least two-thirds of the participating registered voters.

**SECTION 12. Duration of Special Tax.** The authority to levy the special tax shall remain in effect for a period of ten years, commencing fiscal year 2026-2027 through the 2036-2037 fiscal year, unless this Ordinance is earlier amended or repealed by approval of at least two-thirds of the participating registered voters.

**SECTION 13. Severability.** If any provision, sentence, clause, section or part of this Ordinance or the application thereof to any person or circumstances is held to be unconstitutional, illegal or invalid by a court of competent jurisdiction, such unconstitutionality, illegality, or invalidity shall affect only such provision, sentence, clause, section or part of this Ordinance or that person or circumstance and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance or its application to other persons and circumstances and, to that end, the provisions of this Ordinance are hereby declared to be severable. The governing body, and the electorate by adoption of this Ordinance, hereby declare that they would have adopted this Ordinance had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included.

## **Argument In Favor Of Measure A**

The Napa Berryessa Resort Improvement District (NBRID) has experienced significant budget volatility and shortfalls exceeding \$400,000 the past five fiscal years due to aging water and sewer infrastructure, unplanned maintenance expenses and loss of over 90 customers due to the devastating 2020 LNU wildfire. NBRID has previously relied on discretionary loans from Napa County to bridge these significant budget shortfalls.

NBRID's sewer and water systems are in urgent need of capital improvements, including expansion of wastewater treatment plant capacity, rehabilitation of sewer lift stations, and rehabilitation of the water distribution tank. Without these improvements, the systems could fail. NBRID needs additional revenue to complete these essential capital improvement projects, fund increasing operating costs, and establish a balanced budget with sufficient reserves.

A 2024 Median Household Income (MHI) Survey report designated NBRID a Disadvantaged Community (DAC) - meaning the certified MHI of those who participated in the survey was below 80% of the statewide MHI.

Measure A would impose a special tax of \$1,560 on all parcels in the District with a sewer or water service lateral stubbed to the street beginning in fiscal year 2026-27. The tax revenue would be used to fund sewer and water operations, capital improvements and emergency reserves. The tax would restore financial stability to NBRID and in conjunction with the DAC designation would make it eligible to apply for State and Federal Program CIP grants. These grants could be used to replace aged facilities, address treatment capacity deficiencies, and increase fire protection storage.

The tax would expire after ten years. However, the Governing Board could reduce the amount of the tax or terminate it prior to the end of the ten-year term if NBRID achieves its revenue and reserve balance goals early through acquisition of new customers.



Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1730

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**TO:** Members of the Governing Board  
**FROM:** Christopher Silke, District Engineer  
**REPORT BY:** Annamaria Martinez, Assistant Engineer  
**SUBJECT:** Budget Amendment from USDA Water Loan CIP Reserves for Short-Lived Asset Replacement

---

**RECOMMENDATION**

Approve a Budget Amendment to increase appropriations in the Napa Berryessa Resort Improvement District's "USDA Res WTP," Project 21072 budget by \$40,000; offset by a reduction in the "USDA Bond-Water Depr Res," Project 16023 budget for the replacement of an eligible short-lived asset at the water treatment plant. (Fiscal Impact: \$40,000 Revenue and Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary)  
[4/5 vote required]

**BACKGROUND**

The Napa Berryessa Resort Improvement District ("NBRID") is a special district of the State of California organized under the Resort Improvement District Law (Public Resources Code Section 13000 et seq.) for the provision of water and sewer service in an unincorporated portion of the County of Napa.

NBRID residents voted to approve Assessment District 2012-01 on July 10, 2012 to repay sewer/wastewater and water loans from the United States Department of Agriculture (USDA) used to fund two major improvement projects - the Wastewater Storage Capacity Upgrades and Treatment Plant Replacement Project and the Water Treatment Plant Replacement Project. NBRID issued Series A Bonds (Wastewater System Improvements) in the principal amount of \$7,959,872 for the wastewater facilities and Series B Bonds (Water System Improvements) in the principal amount of \$2,923,728 for the water facilities. The combined total of the USDA loan principal amount is \$10,883,600.

In accordance with the loan agreements for the two USDA loans, NBRID is required to deposit an annual sum of \$58,966 and \$53,067 into a designated sewer (Project 16022) and water (Project 16023) loan depreciation reserve fund annually for 10 years. NBRID can use the funds included in the depreciation funds for "timely replacement of short-lived assets" associated with the 2011 USDA project.



The facilities constructed as part of Assessment District 2012-01 have reached 10 years in age. Through Fiscal Year 2024-2025 NBRID staff identified four water projects installed during construction that satisfied the criteria for use of the USDA depreciation reserves. These projects were funded through Budget Amendment into Project 21072 (Water).

Between Fiscal Year 2020-21 and 2023-24, NBRID staff identified the following four projects, totaling \$155,000, as meeting the requirements for use of the USDA water loan depreciation reserve fund (Project 21072). Status is noted below each project.

W1: Roberts Filter blower rehabilitation. Budget: \$20,000

- Project complete. Total Expense: \$5,000

W2: Installation of Variable Frequency Drives (VFDs) at the raw water intake pumps. Budget: \$45,000

- Project Complete. Total Expense: \$48,564

W3: Restoration/rehabilitation of both steel filter tanks used for water treatment. Budget: \$30,000

- Project complete. Total Expense: \$42,082

W4: Replacement of water plant process control and monitoring equipment. Budget: \$60,000

- Ongoing. Revised Budget: \$55,000. Expended: \$34,000

To date approximately \$130,000 has been expended on the above water projects. The funds remaining in project W1 after project completion (\$15,000) were reallocated to project W2 and W3 during the previous Budget Amendment request. An additional \$5,000 from project W4 was reallocated to complete project W3. The remaining balance of unspent reserve funds in Project 21072 is approximately \$25,400, all of which is allocated to project W4 for ongoing replacement of water plant process control and monitoring equipment.

NBRID staff has now identified project W5 - the replacement of two pump motor starters - equipment used to temporarily reduce the electrical load during motor start-up - installed on the high-lift distribution pumps at the water plant. Both existing starters were installed during the 2011 USDA water treatment plant replacement project and are classified as short-lived assets and eligible for funding by the depreciation reserve budget. The starter units will be replaced with more efficient variable frequency drives (VFDs), a type of motor starter that allows greater control of motor speed throughout the operating cycle. Staff anticipate that the VFDs will also reduce the pressure surges observed in the distribution system during pump start-up and shutdown, which is expected to also reduce the number of water service line breaks requiring repair below County paved roadways. Total Budget Amendment requested for items is \$40,000. Note: The contract for project W5 falls within the monetary limit granted to the District Engineer as Purchasing Agent for NBRID. The contract will be vetted through County Counsel and appropriate bonds and insurance limits will be required of the contractor procuring and installing the equipment prior to the start of construction.

Approximate reserve funds available as of June 30, 2025 in Project 16023 (Water) is \$389,976. If the requested Budget Amendment is approved today, the estimated balance in this account, not including interest accrued will be \$349,976 for future short lived asset replacement for the USDA funded water facility.

#### Requested Action:

1. Increase appropriations by \$40,000 for Intrafund Transfers-Out within NBRID Fund (Subdivision 5240500, Project 16023 USDA Bond-Water Depr Rsv) with use of its available fund balance;
2. Increase revenue by \$40,000 for Intrafund Transfers-In for NBRID Fund (Subdivision 5240500, Project 21072 USDA Res WTP) and;
2. Increase appropriations by \$40,000 for Construction Services within NBRID Fund (Subdivision 5240500,

Project 21072 USDA Res WTP) offset by an increase in revenue.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	USDA Loan Depreciation Reserves are set aside each year for the replacement of short-lived assets associated with USDA Water loan. Five projects have now been identified that meet the criteria for use of the USDA depreciation reserves.
Is the general fund affected?	No
Future fiscal impact:	The requested BA is proposed to fund a project that will extend the life of the high lift pumps sending water into distribution, potentially reduce the number of water service breaks in the distribution system, thereby reducing the frequency of pump replacement and repairs costs to the lateral service lines and roadways, and reduce energy costs associated with operation of the pumps.
Consequences if not approved:	The existing equipment will remain and the District will continue to experience increased costs associated operation and maintenance of the high lift pumps and repairs to service lines in County roadways.

**ENVIRONMENTAL IMPACT**

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



Napa County  
Board Agenda Letter

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1815

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**TO:** Housing Authority Commissioners  
**FROM:** Jennifer Palmer, Executive Director  
**REPORT BY:** Alex Carrasco, Project Manager  
**SUBJECT:** Housing Authority Donations Policy Update

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**RECOMMENDATION**

Adopt a Resolution consolidating the Napa County Housing Authority's donation policy with the Auditor-Controller's procedure for the acceptance and disbursement of donations. (No Fiscal Impact)

**BACKGROUND**

On July 29, 2025, the Board of Supervisors approved an update to the Auditor-Controller's procedure for the acceptance and disbursement of donations and adopted resolution 2025-08 to consolidated delegations of authority. However, as a special district, the Napa County Housing Authority was not included in the consolidation. The Authority's advisory board, Napa County Housing Commission, has reviewed the Auditor-Controller's procedure and recommends updates to the Authority's policy for consistency.

Requested Action:

Adopt a Resolution consolidating the Napa County Housing Authority's donation policy with the Auditor-Controller's procedure for the acceptance and disbursement of donations.

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this policy will ensure consistency between the Authority and Auditor-Controller's procedures
Is the general fund affected?	No

Future fiscal impact:

None. Donations will be recorded in the same manner

Consequences if not approved:

Different policies can result in confusion and reduced efficiency

**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)**  
**RESOLUTION OF THE NAPA COUNTY HOUSING AUTHORITY**  
**ADOPTING A REVISED POLICY ON ACCEPTANCE AND**  
**DISBURSEMENT OF DONATIONS**

**WHEREAS**, on September 12, 1989, the Napa County Housing Authority (hereafter the “NCHA”) was formed pursuant to Health and Safety Code section 34200 et seq; and

**WHEREAS**, Health and Safety Code section 34315.3 authorizes a housing authority to accept financial or other assistance from any public or private source, and expend any funds so received for the purposes permitted to authorities by state law; and Health and Safety Code section 36059 authorizes a housing authority to accept grants from any person or agency, public or private; and

**WHEREAS**, a policy governing the acceptance and disposal of donations in the form of gifts, bequests, or devises was adopted on August 21, 2007 and May 15, 2018, and the Auditor-Controller and Napa County Housing Commission has recommended changes to the policy in the format attached hereto as Attachment A; and

**WHEREAS**, Health and Safety Code sections 34310 et seq. and 36050 et seq. grant the Housing Authority the power and responsibility to oversee the collection of lodging fees for use of the migrant farmworker housing centers;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Napa County Housing Authority that the attached Revised Policy on Acceptance and Disbursement of Donations, is hereby adopted;

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at a regular meeting of the Commissioners of the Napa County Housing Authority held on the 21st day of October, 2025, by the following vote:

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

NAPA COUNTY HOUSING AUTHORITY

By: \_\_\_\_\_  
 ANNE COTTRELL, Chair of the  
 Board of Commissioners of the Napa  
 County Housing Authority

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i> Authority Counsel</p> <p>Date: 10/8/2025</p>	<p>APPROVED BY THE NAPA COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Commissioners</p> <p>By: _____</p>
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# NAPA COUNTY HOUSING AUTHORITY

<b><u>POLICY &amp; PROCEDURE:</u></b> Acceptance and Disbursement of Donations	<b><u>DATE OF ORIGINAL ISSUANCE:</u></b> October 9, 2007
<b><u>REFERENCE:</u></b> Health and Safety Code Section 34315.3 and 36059	<b><u>APPROVED:</u></b> October 21, 2025
<b><u>EFFECTIVE DATE:</u></b> November 01, 2025	Chairperson Napa County Housing Authority
<b><u>REVISION DATE:</u></b> (Date Approved)	<b><u>DISTRIBUTION:</u></b> - Contract Operator - Authority Staff
<b><u>NUMBER:</u></b> 3	

**SUBJECT** Acceptance and Disbursements of Donations

**OVERVIEW** Pursuant to Health and Safety Code section 34315.3 and 36059, the Board of the Napa County Housing Authority (Authority) has the responsibility to accept donations. The source and value of each donation to be received must be filed with the Authority for acceptance.

**POLICY & PROCEDURE (Procedure):** With exception of donations received by the Contract Operator for lodging fees, the following procedure is to be followed by the staff of the Authority and the Contract Operator of the Farm Worker Centers for accepting donations.

## I) OVERVIEW

### A) Types of Donation

- 1) Cash – Cash, Checks and Money Orders – must be payable to the Napa County Housing Authority.
- 2) Non-Cash – Merchant Gift Cards or Certificates, Capital Assets, other non-perishable goods, and equipment.

- 3) Perishable goods from sources that are approved in accordance with California Retail Food Code section 113735 – fruit, vegetables, meat, dairy products, etc.
- B) Determine if the donation to be received can be utilized in accordance with statutes and the Auditor-Controller's Office Procedure for Acceptance and Disbursement of Donations. If there are any questions on the utilization of the donation(s) then the Authority's Counsel must be consulted.

## II) ACCEPTANCE

- A) Authority staff (Housing & Community Services Department) may accept cash and non-cash donations in accordance with Section (B) of the Department of Auditor-Controller's Office Procedure for Acceptance and Disbursement of Donations.
- B) The Authority's Staff Service Manager may accept cash and non-cash donations by any individual or organization totaling \$1,000 or less.
- C) The Authority's Executive Director may accept cash and non-cash donations by any individual or organization of up to \$10,000.
- D) Acceptance of cash donations and non-cash by any individual or organization in excess of \$10,000 requires approval by the Authority. If approved, the Housing & Community Services Department Program Manager shall forward a copy of the approved Authority agenda letter to the Auditor-Controller's Office at [donations@countyofnapa.org](mailto:donations@countyofnapa.org).
- E) The Authority's Designee shall send a thank-you letter for donations of \$100 or more within three (3) business days of acceptance. Copies of the thank-you letters shall be promptly forwarded to the Auditor-Controller's Office at [donations@countyofnapa.org](mailto:donations@countyofnapa.org). The letter should include the following:
  - (i) Name and address of donor
  - (ii) Date of the donation (received date), -
  - (iii) Amount of the donation
  - (iv) Purpose of the donation (if declared by donor or if known how it will be used)
  - (v) Acknowledgement that the donor did not receive any goods or services in return for the donation (i.e. book, dinner, etc.)
  - (vi) Authority's Federal Tax ID Number



See Exhibit B for an example of a thank-you letter. Non-cash donation cannot be valued on the letter or receipt provided to the donor.

Per the Internal Revenue Service this valuation must be performed by the donor.

### **III) ACCEPTANCE – Other than Perishable Goods**

- A) Notify the Authority's Designee in writing on the day of receipt that a donation was received and if cash, not yet deposited. This must include information listed in Section II (E).
- B) The Authority's Designee will provide written feedback within two (2) business day(s) as to whether the donation may be accepted on behalf of the Authority.
- C) If cash, donations must be deposited by Contractor staff within one (1) business day after approval for acceptance has been obtained. Consult with Auditor-Controller's Office for all other types of donations.

### **IV) ACCEPTANCE – Perishable Goods**

- A) If a notification is received from a donor at least 72 hours prior to delivery, the applicable steps in Section II or Section III above shall be followed.
- B) If there is no prior notification or notification is received less than 72 hours prior to delivery from the donor, the following steps shall be followed:
  - 1) Donations of Perishable Goods that do not meet the laws and regulations governing the operation of the centers cannot be accepted.
  - 2) Acceptance of donations meeting the laws and regulations governing the operation of the centers.
    - (i) Accept the donation and safeguard the item(s) received by providing the required storage necessary to preserve the item.
    - (ii) Notify the Authority's Designee in writing on the day of receipt that a donation was received. This must include information listed in Section I (E).

- (iii) The Authority's Designee will provide written ratification of the donation acceptance within three (3) business days on behalf of the Authority.
- (iv) Donations must be recorded by Authority staff within one (1) business day after ratification of acceptance has been provided..

## **V) DONATION – DECLINED**

Upon notification from the Authority's Designee that the Donation has been declined, the following must occur:

- A) Authority staff will draft a letter within three (3) business days of declining the donation. The letter must:
  - Express the Authority's appreciation and include an explanation that the donation was not accepted by the Authority and if available the reasons for declining the donation.
  - If the donation is cash or not easily mailed indicate donor must retrieve the item within two (2) weeks from the date of the notification letter.
- B) Contract Operator will mark checks received "Void" and return the donated item to the donor
  - 1) Through certified-return receipt mail, if it can be easily mailed (checks, money orders or merchant gift certificates/cards);
  - 2) Or, if the donation is cash or not easily mailed then, safeguard the item and notify donor how to retrieve donation within two (2) weeks from the date of the notification letter; and
  - 3) If item is not retrieved by donor within the two (2) week period, then the Contractor Operator will notify the Authority Designee immediately. Contact the Auditor-Controller's office if donors do not retrieve declined donations.

## **VI) RECORDING THE DONATION**

- A) Authority staff shall record donations in accordance with the Auditor-Controller's Procedure for the Acceptance and Disbursement of Donations Sections (C), (D), & (E).

## **VII) REPORTING TO THE AUTHORITY**

- A) Authority staff will report all cash and non-cash donations to the Internal Audit section of the Auditor Controller no later than five (5) business days after quarter-end.
- B) The report must include:
  - The total value of the cash donations received;
  - The Farm Worker Center receiving and utilizing the donation;and
  - Description of any non-cash donations received and estimated value.

### **VIII) SAFEGUARDING AND ACCOUNTABILITY**

- A) Safeguarding and accountability shall be adhered to in accordance with the Auditor-Controller's Procedure for the Acceptance and Disbursement of Donations.
- B) Cash donations and merchant gift certificates awaiting the acceptance of the Authority's Designee or the Authority must be kept in a locked box within a locked drawer or in a locked safe until deposited or disbursed, respectively.
- C) Non-cash items must be tracked on a log (See Exhibit A) and safeguarded against damage and use to the extent possible until the item(s) are accepted by the Authority's Designee or the Authority Board.
- D) Non-cash items such as fruit and vegetables must be weighed, tracked, and reported to the Authority's Designee within one (1) business day and safeguarded against damage and use to the extent possible until acceptance is granted by the Authority's Designee.

### **IX) UTILIZATION OF DONATION**

- A) Donations must be used in accordance with the by-laws of the Authority, the California Code Sections governing the Authority and as bequeathed by the donor.
- B) Donations must be used to enhance the well-being of the farm workers residing at the Farmworker Centers and/or the operations at the Farmworker Centers.

### **X) DISPOSITION OF DONATION**

- A) The Authority must approve the disposal of the property and any income derived from the donations for those lawful uses and purposes as are prescribed in the terms of the donation, bequest, or devise.

- B) Authority approval of the disposition and disbursement of donations can occur by:
- 1) The Contract Operator could obtain, or may have, approval in the minutes or a resolution from the Authority that allows them to dispose and disburse the donation(s) in accordance with the terms of the donation.
  - 2) The Authority staff will prepare a consent item on behalf of the Contract Operator when necessary for disbursements to specific individuals or for disposal.

C) Non-cash capital asset items shall be disposed of in accordance with the County's Capital Asset policy. **EXCEPTIONS**

- C) Non-Declared Emergency Situations - In the case of emergencies that affect the health and welfare of the Lodgers, fixed asset donations may be accepted by the Authority's Designee and must be submitted to the Authority - for ratification at the next scheduled Board of Supervisors meeting.
- D) Declared Emergencies – Refer to the Auditor-Controller's Procedure for Acceptance and Disbursement of Donations.
- E) Pre-Authorized Donors - Donations may be accepted by the Contract Operator without Authority's preapproval unless the donation is to be utilized for the purchase of a capital asset from the following entities:
  - St. Helena Farm Worker Committee

The Authority must be notified by the Contract Operator of the donation within one (1) working day of the receipt of the donation.

Exhibit A  
Non-Cash, Cash Equivalent Donation Log

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

Exhibit B

Example of Acceptance Letter to be issued by the Authority or by Authority Designee

Date

Donor  
Address  
Address

Dear *Donor Contact*:

Thank you very much for your generous gift of (cash amount or list of goods)\* to the Napa County Farmworker Centers (Centers) on DATE. We appreciate your support and are very grateful for your active involvement in our success. Your donation and support will assist us in meeting the needs of the residents and ongoing operations of the Centers.

Donations to the farm worker centers may be tax deductible to the extent allowed by law per California Health and Safety Code section 36063, California Revenue and Taxation Code Section 24359, and Internal Revenue Code 170(c)(1). Napa County Housing Authority's Federal Tax Identification Number is 37-1548136. No goods or services were provided to you in exchange for your donation.

Sincerely,

Name of Department Head, Title

cc: Tracy A. Schulze  
Napa County Auditor-Controller

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

# NAPA COUNTY HOUSING AUTHORITY

<b><u>POLICY &amp; PROCEDURE:</u></b> Acceptance and <del>Disposal</del> <u>Disbursement</u> of Donations	<b><u>DATE OF ORIGINAL ISSUANCE:</u></b> October 9, 2007
<b><u>REFERENCE:</u></b> Health and Safety Code Section 34315.3 and 36059	<b><u>APPROVED:</u></b> <u>October 21, 2025</u>
<b><u>EFFECTIVE DATE:</u></b> <del>(Date Approved)</del> <u>November 01, 2025</u>	Chairperson Napa County Housing Authority
<b><u>REVISION DATE:</u></b> (Date Approved)	<b><u>DISTRIBUTION:</u></b> - Contract Operator - Authority Staff
<b><u>NUMBER:</u></b> <u>32</u>	

**SUBJECT** Acceptance and ~~Disposal~~Disbursements of Donations

**OVERVIEW** Pursuant to Health and Safety Code section 34315.3 and 36059, the Board of the Napa County Housing Authority (Authority) has the responsibility to accept donations. The source and value of each donation to be received must be filed with the Authority Board of Supervisors for acceptance.

**POLICY & PROCEDURE (Procedure):** With exception of donations received by the Contract Operator for lodging fees, the following procedure is to be followed by the staff of the Authority and the Contract Operator of the Farm Worker Centers for accepting donations.

## I) OVERVIEW

### A) Types of Donation

- 1) Cash – Cash, Checks and Money Orders – must be payable to the Napa County Housing Authority.
- 2) Non-Cash – Merchant Gift Cards or Certificates, Capital Assets, ~~and~~ other non-perishable goods, and equipment.

- 3) Perishable goods from sources that are approved in accordance with California Retail Food Code section 113735 – fruit, vegetables, meat, dairy products, etc.

- B) Determine if the donation to be received can be utilized in accordance with statutes and the Auditor-Controller's Office Procedure for Acceptance and Disbursement of Donations~~this procedure~~. If there are any questions on the utilization of the donation(s) then the Authority's Counsel must be consulted.

~~C) Letters and Receipts~~

~~Beginning in 2007, Internal Revenue Code Title 26, Subtitle A, Chapter 1, Subchapter B, Part VI, Section 170 (f) (8) provides that an individual cannot deduct a cash contribution, regardless of the amount, unless they keep a bank record such as a canceled check or a written communication (letter or receipt) from the charity as a record of the contribution. The written communication must include the name of the charity, date of the contribution, and amount of the contribution. See Exhibit B for example.~~

- ~~1) Non-cash donation cannot be valued on the letter or receipt provided to the donor. Per the Internal Revenue Service this valuation must be performed by the donor.~~

## II) ACCEPTANCE

- A) Authority staff (Housing & Community Services Department) may accept cash and non-cash donations in accordance with Section (B) of the Department of Auditor-Controller's Office Procedure for Acceptance and Disbursement of Donations.
- B) The Authority's Staff Service Manager may accept cash and non-cash donations by any individual or organization totaling \$1,000 or less.
- C) The Authority's Executive Director may accept cash and non-cash donations by any individual or organization of up to \$10,000.
- D) Acceptance of cash donations and non-cash by any individual or organization in excess of \$10,000 requires approval by the Authority. If approved, the Housing & Community Services Department Program Manager shall forward a copy of the approved Authority agenda letter to the Auditor-Controller's Office at [donations@countyofnapa.org](mailto:donations@countyofnapa.org).
- E) The Authority's Designee shall send a thank-you letter for donations of \$100 or more within three (3) business days of acceptance. Copies of the thank-you letters shall be promptly forwarded to the Auditor-



Controller's Office at donations@countyofnapa.org. The letter should include the following:

- (i) Name and address of donor
- (ii) Date of the donation (received date), -
- (iii) Amount of the donation
- (iv) Purpose of the donation (if declared by donor or if known how it will be used)
- (v) Acknowledgement that the donor did not receive any goods or services in return for the donation (i.e. book, dinner, etc.)
- (vi) Authority's Federal Tax ID Number

See Exhibit B for an example of a thank-you letter. Non-cash donation cannot be valued on the letter or receipt provided to the donor.

Per the Internal Revenue Service this valuation must be performed by the donor.

### **IIII) ACCEPTANCE – Other than Perishable Goods**

- A) Notify the Authority's Designee in writing on the day of receipt that a donation was received and if cash, not yet deposited. This ~~may be accomplished via e-mail to the Housing & Community Development Program Manager and~~ must include information listed in Section II (E) the following:
  - ~~• The donor's name (if anonymous, need not be provided)~~
  - ~~• Description of the donation. (Cash, property, merchant gift certificates and other non-cash items)~~
  - ~~• The value of the donation if cash and the estimated value of the donation if non-cash.~~
  - ~~• The purpose of the donation (what it will be spent on)~~
  - ~~• Date donation received~~

~~Whether the donor wishes to be acknowledged or remain anonymous.~~
- B) The Authority's Designee will provide written feedback within two (2) business day(s) as to whether the donation may be accepted on behalf of the Authority.

- C) If cash, donations must be deposited by Contractor staff within one (1) business day after approval for acceptance has been obtained—~~See Section V for account codes of cash donations.~~ Consult with Auditor-Controller's Office for all other types of donations.
- ~~D) Authority will issue written communication to the donor to acknowledge the donation. See Exhibit B for an example of an acknowledgement letter.~~

### ~~III)IV) ACCEPTANCE – Perishable Goods~~

- A) ~~If a notification is received from a donor at least 72 hours prior to delivery, the applicable steps in Section II or Section III above shall be followed. Notification Received from Donor at least 72 hours prior to delivery. Follow the applicable steps in Section II or Section III above.~~
- B) ~~If there is no prior notification or notification is received less than 72 hours prior to delivery from the donor, the following steps shall be followed: No Prior Notification or Notification is received less than 72 hours prior to delivery from Donor~~
  - 1) Donations of Perishable Goods that do not meet the laws and regulations governing the operation of the centers cannot be accepted.
  - 2) Acceptance of donations meeting the laws and regulations governing the operation of the centers.
    - (i) Accept the donation and safeguard the item(s) received by providing the required storage necessary to preserve the item.
    - ~~(ii) Notify the Authority's designee in Designee in writing on the day of receipt that a donation was received. This may be accomplished via e-mail to the Housing & Community Development Program Manager must include information listed in Section I (E). Include in the notification the following:~~
      - ~~(iii) The donor's name (if anonymous, need not be provided)~~
      - ~~(iv) Description of the donation.~~
      - ~~(v) The estimated value of the donation.~~
      - ~~(vi) The purpose of the donation (how it will be used)~~
      - ~~(vii) Date donation received~~

~~(viii)(ii) Whether the donor wishes to be acknowledged or remain anonymous.~~

~~(ix)(iii) The Authority's Ddesignee will provide written ratification of the donation acceptance within ~~one-three (31)~~ business days on behalf of the Authority.~~

~~(x)(iv) Donations must be recorded by Authority staff within one (1) business day after ratification of acceptance has been provided.— See Section V.~~

#### IV)V DONATION – DECLINED

Upon notification from the Authority's Ddesignee that the Donation has been declined, the following must occur:

- A) Authority staff will draft a letter within ~~one-three (31)~~ business days of declining the donation. The letter must:
- Express the Authority's appreciation and include an explanation that the donation was not accepted by the ~~Auditor-Controller or the~~ Authority and if available the reasons for declining the donation.
  - If the donation is cash or not easily mailed indicate donor must retrieve the item within two (2) weeks from the date of the notification letter.
- B) Contract Operator will mark checks received "Void" and return the donated item to the donor
- 1) Through certified-return receipt mail, if it can be easily mailed (checks, money orders or merchant gift certificates/cards);
  - 2) Or, if the donation is cash or not easily mailed then, safeguard the item ~~until the and notify donor how to retrieve donation it~~ within two (2) weeks from the date of the notification letter; and
  - 3) If item is not retrieved by donor within the two (2) week period, then the Contractor Operator will notify the Authority Ddesignee immediately. Contact the Auditor-Controller's office if donors do not retrieve declined donations.

#### V)VI RECORDING THE DONATION

- A) Authority staff shall record donations in accordance with the Auditor-Controller's Procedure for the Acceptance and Disbursement of Donations Sections (C), (D), & (E). If a cash donation is received, the amount received must be recorded under the farm worker center

~~receiving the donation (5060501—Calistoga, 5060502—River Ranch and 5060503—Mondavi) as well as under revenue account #47500—Donations and Contributions and recorded in the cash account.~~

~~B) If a non-cash donation is received,~~

- ~~1) The value of the item received must be recorded under the farm worker center receiving the donation (5060501—Calistoga, 5060502—River Ranch and 5060503—Mondavi) as well as under revenue account #47500—~~
- ~~2) The entry will be offset by the expenditure account that best describes the use of the donation (i.e. account #53505—Client Meals for donated food).~~

~~C) If the donation is a capital asset, the Auditor-Controller's office Accounting Section must be consulted in the recording of the donation.~~

#### ~~VI)~~**VII) REPORTING TO THE AUTHORITY BOARD OF SUPERVISORS**

~~A) At the end of each quarter, Authority staff will prepare a report all cash and non-cash donations to the Internal Audit section of the Auditor Controller no later than five (5) business days after quarter-end. to the Board for any donations received and declined in the aggregate amount per occurrence.~~

~~B) The report must include:~~

- ~~• The name of the donor.~~
- The total value of the cash donations received; ~~or declined.~~
- The Farm Worker Center receiving and utilizing the donation; ~~and.~~
- Description of any non-cash donations received and estimated value. ~~The Farm Worker Center utilizing the donation.~~

#### ~~VII) RECORDS MAINTENANCE – Non-Cash Donations~~

~~A) Non-Cash – Excluding Merchant Gift Certificates – A log must be maintained by the contractor for each center and submitted to the Auditor-Controller's Office monthly. The log must include the following:~~

- ~~• Name(s) of donors.~~
- ~~• Quantity and Item(s) Donated.~~
- ~~• Estimated value of donated item.~~
- ~~• Recipient of Item (If item is transferred to another center, then this should be noted as the Recipient and the other center should enter the item onto their log.~~

- ~~Title of the person responsible for large non-cash items, such as furniture and vehicles.~~

~~B) Non-Cash Merchant Gift Certificates~~

- ~~1) The Contractor must keep a detailed log of the Merchant Gift certificates and/or cards. A separate log should be maintained for each allotment of Merchant Gift certificates and/or cards from each donor.~~
- ~~2) The initial entry should list the certificates, card numbers or other specific identification of the non-cash items. (See Exhibit A for an example of the log.)~~
- ~~3) Disbursement Approval of Merchant Gift Certificates — Approval will be provided in writing (e-mail is acceptable) by Authority staff based on the information provided by the Contract Operator.~~
- ~~4) After the distribution of the Merchant Gift Certificate/Card is approved, the certificate and/or card number or identification of the non-cash item must be logged out (See attached example of the log.)~~
- ~~5) The written documentation must be filed with the log indicating issuance. (See attached example of the log.)~~
- ~~6) A copy of the log at June 30th must be reported to the Auditor-Controller's Accounting Section by July 1<sup>st</sup> every year for financial statement purposes.~~

- ~~C) The Auditor-Controller's Department at its discretion will examine the donation certificate, donation card and other non-cash item log.~~

## VIII) SAFEGUARDING AND ACCOUNTABILITY

- A) Safeguarding and accountability shall be adhered to in accordance with the Auditor-Controller's Procedure for the Acceptance and Disbursement of Donations.

- A)B) Cash donations and merchant gift certificates awaiting the acceptance of the Authority's Designee or the Authority's s Board of Supervisors must be kept in a locked box within a locked drawer or in a locked safe until deposited or disbursed, respectively.

- B)C) ~~Large (over \$1,000) n~~Non-cash items ~~such as furniture or vehicles~~ must be tracked on a log (See Exhibit A)~~on the log noted in IX.A~~ and safeguarded against damage and use to the extent possible until the item(s) are accepted by the Authority's Designee or the Authority Board of Supervisors.

C)D) ~~Small (\$1,000 or less) Non-cash~~ items such as fruit and vegetables must be weighed, tracked, and reported ~~noted in an email~~ to the Authority's Designee Housing & Community Development Program Manager within one (1) business day and safeguarded against damage and use to the extent possible until acceptance is granted by the Authority's Designee.

## IX) UTILIZATION OF DONATION

- A) Donations must be used in accordance with the by-laws of the Authority, the California Code Sections governing the Authority and as bequeathed by the donor.
- B) Donations must be used to enhance the well-being of the farm workers residing at the Farmworker Centers and/or the operations at the Farmworker Centers.

## X) DISPOSITION OF DONATION

- A) The ~~Board Authority~~ must approve the disposal of the property and any income derived from the donations for those lawful uses and purposes as are prescribed in the terms of the donation, bequest, or devise.
- B) ~~Board Authority~~ approval of the disposition and disbursement of donations can occur by:
  - 1) The Contract Operator could obtain, or may have, approval in the minutes or a resolution from the ~~Board Authority~~ that allows them to dispose and disburse the donation(s) in accordance with the terms of the donation.
  - 2) 2) The Authority staff will prepare a consent item on behalf of the Contract Operator when necessary for disbursements to specific individuals or for disposal.

C) Non-cash capital asset items shall be disposed of in accordance with the County's Capital Asset policy. Refer to the County's Capital Asset policy for the disposal of non-cash capital asset items.

## EXCEPTIONS

C) Non-Declared Emergency Situations - In the case of emergencies that affect the health and welfare of the Lodgers, fixed asset donations may be accepted by the Authority's ~~D~~designee and must be submitted to the Authority ~~Board of Supervisors~~ for ratification at the next scheduled Board of Supervisors meeting.

G)D) Declared Emergencies – Refer to the Auditor-Controller's Procedure for Acceptance and Disbursement of Donations.

D)E) Pre-Authorized Donors - Donations may be accepted by the Contract Operator without Authority's preapproval unless the donation is to be utilized for the purchase of a capital asset from the following entities:

- St. Helena Farm Worker Committee

The Authority must be notified by the Contract Operator of the donation within one (1) working day of the receipt of the donation.



Exhibit A

Non-Cash, Cash Equivalent Donation Log

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

**(MERCHANTS NAME)  
GIFT CERTIFICATES / CARDS**

DATE IN / OUT	CERTIFICATE # (s)	# OF CERTIFICATES IN / (OUT)	VALUE OF CERTIFICATE	DOLLAR AMOUNT	DOLLAR VALUE BALANCE	ISSUED TO	REQUESTOR/ AGENCY	APPROVED BY	ISSUED BY
1/15/2003	1 - 10	10.00	25.00	250.00	250.00	n/a	n/a	AB	CD
1/15/2003	1	(1.00)	25.00	(25.00)	225.00	J. Jones	S. Smith	EF	GH
					225.00				
					<del>225.00</del>				
					225.00				
					225.00				
					225.00				
					225.00				
					225.00				
					225.00				
					225.00				
					225.00				
					225.00				
					225.00				

Exhibit B

Example of Acceptance Letter to be issued by the Authority or by Authority Designee

Date

Donor  
Address  
Address

Dear *Donor Contact*:

Thank you very much for your generous gift of (cash amount or list of goods)\* donation to the Napa County Farmworker Centers (Centers) m-worker-centers on DATE. We appreciate your support and are very grateful for your active involvement in our success. Your donation and support will assist us in meeting the needs of the residents and ongoing operations of the Centers.

Donations to the farm worker centers are may be tax deductible to the extent allowed by law per California Health and Safety Code section 36063, California Revenue and Taxation Code Section 24359, and Internal Revenue Code 170(c)(1). Napa County Housing Authority's Federal Tax Identification Number is 37-1548136. No goods or services were provided to you in exchange for your donation.

~~We appreciate your ongoing support of the Napa County Farm Worker Centers and are very grateful for your active involvement in the ongoing operations of the centers. Please see that attached list of your donation.~~

Sincerely,

~~*NAME OF CONTRACTOR CONTACT*~~  
Name of Department Head, Title

cc: Tracy A. Schulze  
Napa County Auditor-Controller

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



Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1234

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Estrella Munoz, Junior Engineer  
**SUBJECT:** Budget Amendment and Approval of Agreement No. 260188B with TLCD Architecture for the "PBES Remodel Project," PW 23-30 (Project 24005)

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**RECOMMENDATION**

Approve and authorize Agreement No. 260188B with TLCD Architecture for a maximum of \$110,641 for design services for the "PBES Remodel Project," PW 23-30 and approve a Budget Amendment. (Fiscal Impact: \$119,500 Expense; PBES-Planning Fund; Not Budgeted; Discretionary)

[4/5 vote required]

**BACKGROUND**

The Planning, Building, and Environmental Services Department (PBES), located on the second floor in the County's 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 established on August 22, 2023, with a scope consisting of lobby/reception modifications and work area modifications in the East side of the building.

The project was put on pause due to financial restraints and the development of the Facilities Master Plan. Following the decision to pause the Facilities Master Plan, it was decided that this project should continue. Since the project's pause, PBES has remodeled the workstations in the east side of the building and now requires a change in the original scope of work. The revised scope of work generally consists of modifications to the reception area, copy room, permit center, and west side furniture arrangement.

Public Works staff has chosen to utilize the services of TLCD Architecture (TLCD) to provide design services given their background knowledge of the project and of the Administration Building gained through their experience in designing previous major remodeling projects for the first and second floors. Based on the scope established in 2023, TLCD created a preliminary plan and estimate that will now serve as a starting point for the project to continue.

Staff recommends a budget transfer of \$119,500, which includes a \$110,641 not to exceed agreement with

TLCD to provide design services for the PBES office remodel and an allocation of \$8,859 to support County project management activities through the preliminary plans phase. Staff will return to the Board once a preliminary plan and estimated total project cost is established and request a budget amendment to fund the development of detailed construction plans.

Requested Actions:

1. Approve a Budget Amendment for the following (4/5 vote required):
  - a. Release \$119,500 from Assigned Fund Balance.
  - b. Increase Transfers Out appropriations by \$119,500 in the PBES-Planning Fund (Fund 1000, Sub-Division 1700000, Account 56100) offset by the use of its available fund balance to transfer to Project 24005; and
  - c. Increase Consulting Services appropriations by \$119,500 (Fund 3000, Sub-Division 3000500, Project 24005, Account 52310) offset by a transfer-in revenue from PBES-Planning Fund.
  
2. Authorize Agreement No. 260188B with TLCD for \$110,641 for design services of the PBES Remodel Project.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The 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 amendment to fully fund the project.
Consequences if not approved:	PBES will continue to struggle with department growth, security, and the ability to foster an efficient work environment for staff.

**ENVIRONMENTAL IMPACT**

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

**NAPA COUNTY AGREEMENT NO. 260188B**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in Napa County, California, this 21st day of October, 2025, 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 address is 520 Third Street #250, Santa Rosa, CA 95401, hereinafter referred to as “Consultant.”

**RECITALS**

A. County wishes to obtain professional services in order 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 2<sup>nd</sup> floor of the County’s Administration Building.

B. Consultant was selected to provide professional services without a competitive process because of the Consultant’s background knowledge of the project and of the Administration Building that was gained through their experience in designing previous major remodeling projects for the first and second floors.

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 one year after completion of the scope of services, 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 the fixed price of One Hundred Ten Thousand Six Hundred Forty-One Dollars (\$110,641).

**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 One Hundred Ten Thousand Six Hundred Forty-One Dollars (\$110,641); 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 Project 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.

**7.4 Prevailing Wage Requirements.** The scope of services includes “public works” as defined in the California Labor Code. Consultant 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 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  
Napa County Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

CONSULTANT  
TLCD Architecture  
520 Third Street #250  
Santa Rosa, CA 95401

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

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

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.

- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against

which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such

authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

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


**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*



**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).

TLCD ARCHITECTURE

By   
 JASON BRABO, AIA, C29632  
 Principal/President

By   
 STACEY WALKER, NCIDQ, IIDA, LEED AP  
 Principal/Vice President

“CONSULTANT”

NAPA COUNTY, a political subdivision of the State of California

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

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>October 7, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A  
SCOPE OF SERVICES**

**I. Description of Goods and/or Services**

Consultant shall provide architectural and engineering services for the PBES Remodel Project in the Napa County Administration Building at 1195 Third Street in accordance with Consultant’s proposal dated September 30, 2025, attached as “Exhibit A.1.”

- A. All professional services work shall commence within three (3) weeks after the Agreement has been executed by the parties.
- B. References in Exhibit A.1 to “TLCD,” “our,” “we,” or “TLCD and Engineering team” shall mean “Consultant.”
- C. References in Exhibit A. 1 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
Enhanced Schematic Design and Estimate Phase	10 Weeks

## EXHIBIT A.1

TLCD ARCHITECTURE

July 31, 2025  
September 16, 2025  
September 30, 2025

520 Third St. #250  
Santa Rosa, CA 95401  
o: 707.525.5600  
f: 707.525.5616

tlcd.com

TLCD Architecture is pleased to present you with the proposal for architectural and engineering services for an *enhanced* schematic design *package* 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 architectural, electrical, fire alarm system, mechanical and cost estimating services for modifications on the 2<sup>nd</sup> floor; scope is based on the review meeting on 7/11/25, *subsequent email on 8/27 and follow up meeting on 9/18 identifying additional scope*. The County requested a breakout of fees per sub-project scope to provide cost transparency.

Our proposed scope of services and fees is described as follows: Project Description

1. The Administrative area including reception and two small conference rooms off of Lobby 201 will be reconfigured. Since the evaluation of this area in 2023, the County would like to consider repurposing the Plans Hallway to support the needs of the Admin area. TLCD and Engineering team to evaluate and document construction implications and new furniture solutions.
2. The Copy/Mail/Plotter Room 207 is to be split into two rooms. The subsequent enclosed room may be used for Office or Meeting Room purpose. TLCD and Engineering team to evaluate and document construction implications and new furniture solutions.
3. A portion of the Permit Center Room 206 is to be enclosed for use as a Conference Room. TLCD and Engineering team to evaluate and document construction implications and new furniture solutions.
4. An evaluation of the furniture layout of the West side of the floor has been requested with the goal of size equity alignment with the planned East side furniture improvements planned for August and improved efficiency. *Additional new Breakroom furniture has been added to this scope*. TLCD and Engineering team to evaluate and document construction implications and new furniture solutions. No major construction is anticipated with this study.
5. *Creating three private offices to replace existing cubicle locations on the floor. Location is TBD. Two will be located on the West side and one on the East side. TLCD and Engineering team to evaluate and document construction implications and new furniture solutions.*
6. *Replacement of the existing Breakroom flooring is requested. TLCD anticipates that this will include rubber base and paint specifications.*
7. *Removal of the West side Conference and Office Rooms to convert into space for workstations.*
8. *Create generous Conference Room adjacent to Reception for better security between public meetings and staff.*

As discovered in our 2023 study of a portion of the scope above, most existing finishes have been discontinued and the TLCD identified coordinating alternates approved the by the PBES team. New finishes for this scope are planned to utilize previous material selections but will be selecting new fresh paint colors.

TLCD and Engineering team scope anticipates providing a single set of documentation.

TLCD will provide general furniture layouts and initial budget.

TLCD will also provide project management for the duration of the project.

Once the County determines which scope they would like to proceed with into design development and beyond as well as confirming number of document packages for bidding purposes, TLCD and the Engineering teams will provide associated add services proposals.

Scope of Work

See attached Scope of Services

Consultants

TLCD will provide project management, interior design, and architectural design services. Electrical engineering, and Cost Estimating are included in this proposal and will be provided by the following consultants:

- R & A Engineering Solutions Inc., Mechanical Engineering
- O'Mahony & Myer, Electrical and Low Voltage Engineering, Lighting Design and Fire Alarm
- Cumming Group, Cost Estimating

DATE  
**07/31/2025**  
**9/16/2025**  
**9/30/2025**

PAGE  
**2 of 2**

Fee Proposal:

We propose a fixed contract for the services of our firm and our consultants. Our fees and contract structure are detailed on the attached spreadsheet, summarized as follows:

Architecture	\$ 73,000
Mechanical Engineering	\$ 5,500
Electrical Engineering	\$ 6,346
Cost Estimating	\$ 11,295

**TOTAL: \$ 96,141**

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:  
 Scope of Services  
 TLCD 2025 Hourly Billing Rates  
 Fee Projections Spreadsheet  
 Consultant Proposals

**SCOPE OF SERVICES**

**Schematic Design Phase**

Upon authorization to proceed with Schematic Design services and receipt of an approved program, TLCD will work with the OWNER to develop, for OWNER approval, the Schematic Design Documents to define program scope, budget, aesthetic design requirements, material and systems of the Project. Schedule estimated to be 6 weeks before documentation is sent to Cost Estimator, and 4 weeks for estimating and agreement with the County on scope (total of 10 weeks).

Services provided by TLCD:

1. Prepare a building code analysis.
2. Prepare schematic architectural floor plans, reflected ceiling plans, interior elevations, and general finishes.
3. Prepare furniture plan options (no more than two) for each space aligned with OWNER provided program.
4. Prepare a furniture ‘look book’ and describe the required furniture choices in style and finish for approval by OWNER.
5. Prepare a furniture budget based on approved furniture plan and ‘look book’.
6. MEP schematic design for the mechanical, electrical, low voltage and fire alarm systems, including evaluation of utility connections, availability, and capacity.
7. Issue Schematic Design Documents to consultants for review and coordination for consistency with the design intent, program, budget and codes.
8. Attend up to three (3) meetings including one site visit coordinated with program for access to areas of scope by all relevant design team.
9. Prepare set of documents and coordinate with Cost Estimator for estimating.
10. Attend one (1) cost review meeting after cost estimate is received.
11. Prepare and issue meeting minutes.

Materials provided by OWNER and their consultants:

1. New east side of plan furniture layout.
2. Program quantities for workstations and offices by department.
3. Timely response and coordination with County leadership for approvals

**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 Architect’s hourly rates:

1. Services necessitated by a change in the initial information, previous instructions or approvals given by OWNER, or a material change in the Project including, but not limited to, size, quality, complexity, your schedule or budget for Cost of the Work, or procurement or delivery method.

2. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations
3. 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.
4. Services related to sustainability certification.
5. Consultants not listed in this proposal, such as Security, Structural, Waterproofing, Signage, and Civil.
6. Existing furniture inventory, evaluation or disposal.
7. Evaluation of scope for 'value engineering' opportunities.
8. Preparation for and attendance at a dispute resolution proceeding or legal proceeding, except where TLCD is party thereto.

DATE  
**9/30/2025**

PAGE  
**2 of 2**

**END OF SCOPE OF SERVICES**

**EXHIBIT B  
COMPENSATION AND FEE SCHEDULE**

TLCD proposes a total lump sum amount of \$96,141 plus an additional fifteen percent (15%) design contingency per given tasks below for the development of an advanced schematic design package for the PBES Remodel Project.

<b>Project: PBES Renovations</b>					
Phase		Schematic			
		Design		Totals	
Duration		10 weeks			
Fee Type		Fixed			Remarks
<b>Architectural</b>	<b>TLCD</b>	<b>\$ 73,000</b>	<b>\$ 73,000</b>	<b>\$ 73,000</b>	
General (Add scope to any option)		\$ 13,000	\$ 13,000	\$ 13,000	
Reception Area with Furniture		\$ 13,000	\$ 13,000	\$ 13,000	
Copy Room		\$ 8,000	\$ 8,000	\$ 8,000	
Permit Center		\$ 9,000	\$ 9,000	\$ 9,000	
West Side and Breakroom Furniture		\$ 15,000	\$ 15,000	\$ 15,000	Added Breakroom furniture
Three Private Offices		\$ 6,000	\$ 6,000	\$ 6,000	
Breakroom Flooring		\$ 1,000	\$ 1,000	\$ 1,000	
West Side Conference/Office Removal		\$ 4,000	\$ 4,000	\$ 4,000	
Convert area adjacent to Reception for Conference Use		\$ 4,000	\$ 4,000	\$ 4,000	
<b>Mechanical</b>	<b>R &amp; A</b>	<b>\$ 5,500</b>	<b>\$ 5,500</b>	<b>\$ 5,500</b>	
Reception Area		\$ 1,500	\$ 1,500	\$ 1,500	
Copy Room		\$ 1,000	\$ 1,000	\$ 1,000	
Permit Center		\$ 1,000	\$ 1,000	\$ 1,000	
West Side Furniture		\$ -	\$ -	\$ -	
Three Private Offices		\$ 1,000	\$ 1,000	\$ 1,000	
West Side Conference/Office Removal		\$ 500	\$ 500	\$ 500	
Convert area adjacent to Reception for Conference Use		\$ 500	\$ 500	\$ 500	
<b>Electrical</b>	<b>OMM</b>	<b>\$ 6,346</b>	<b>\$ 6,346</b>	<b>\$ 6,346</b>	
Reception Area		\$ 1,295	\$ 1,295	\$ 1,295	
Copy Room		\$ 659	\$ 659	\$ 659	
Permit Center		\$ 1,042	\$ 1,042	\$ 1,042	
West Side Furniture		\$ 1,000	\$ 1,000	\$ 1,000	
Three Private Offices		\$ 650	\$ 650	\$ 650	
West Side Conference/Office Removal		\$ 850	\$ 850	\$ 850	
Convert area adjacent to Reception for Conference Use		\$ 850	\$ 850	\$ 850	
<b>Cost Estimating</b>	<b>CUMMING GROUP</b>	<b>\$ 11,295</b>	<b>\$ 11,295</b>	<b>\$ 11,295</b>	
Reception Area		\$ 2,025	\$ 2,025	\$ 2,025	
Copy Room		\$ 1,600	\$ 1,600	\$ 1,600	
Permit Center		\$ 1,500	\$ 1,500	\$ 1,500	
West Side Furniture		\$ 1,450	\$ 1,450	\$ 1,450	
Three Private Offices		\$ 1,815	\$ 1,815	\$ 1,815	
Breakroom Flooring		\$ 950	\$ 950	\$ 950	
West Side Conference/Office Removal		\$ 950	\$ 950	\$ 950	
Convert area adjacent to Reception for Conference Use		\$ 1,005	\$ 1,005	\$ 1,005	
<b>Materials / Specification</b>	<b>JOHN RABEAR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Contingency (15%)</b>		<b>\$ 14,500</b>	<b>\$ 14,500</b>	<b>\$ 14,500</b>	
<b>Totals</b>		<b>\$ 110,641</b>	<b>\$ 110,641</b>	<b>\$ 110,641</b>	

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk



Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**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 subconsultants 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.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1246

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Estrella Munoz, Junior Engineer  
**SUBJECT:** Budget Amendment for “Deer Park Region Paving,” RDS 25-02 and approval of Amendment No. 2 to Agreement No. 240426B with GHD Inc.

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### **RECOMMENDATION**

Approve and authorize Amendment No. 2 to Agreement No. 240426B with GHD Inc. to increase the contract maximum amount from \$324,170 to \$494,910 to provide additional design and support services for the Deer Park Region Paving Project, RDS 25-02; and approve a Budget Amendment. (Fiscal Impact: \$200,000 Expense; Local Transportation Tax (T/U) Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

Roads planned for rehabilitation are selected based on their existing Pavement Condition Index (PCI), which is an overall measure of the condition of the road surface developed by the United States Army Corps of Engineers and later standardized by the American Society for Testing and Materials (ASTM). The PCI shows a numerical index ranging from 0 to 100, with 100 being the best roadway condition that is anticipated to support 20 years of use.

Public Works uses the PCI information to develop a 5-year plan which optimizes the use of available funds to assist in prioritizing road resurfacing projects. This is not an analysis that selects repairs based on “worst first.” Instead, it is based on repairs that provide the greatest efficiency per dollar spent. In many cases spending smaller amounts of money on maintenance towards roads that aren’t in bad shape can sometimes be much more effectively spent than a larger funding amount towards a road that has already failed.

The roads to be included in the project are as follows:

- Deer Park Road (4.07 miles) (PCI 51)
- Sanitarium Road (1.75 miles) (PCI 41)
- Sunnyside Road (0.58 miles) (PCI 19)

Glass Mountain Crossroad (0.11 miles) (PCI 52)

White Cottage Road (3.83 miles) (PCI 28)

College Avenue (0.82 miles) (PCI 43)

On June 25, 2024, the Board approved project creation for the Deer Park Region and West Zinfandel paving project which included rehabilitation of the following roads: Deer Park Road, Sanitarium Road, Sunnyside Road, Glass Mountain Crossroad, and West Zinfandel Lane. The project was planned for construction in 2025. However, during design coordination staff discovered that both Pacific Gas and Electric and the St. Helena Hospital have ongoing and scheduled utility underground projects in the area in 2025. Therefore, the paving project was postponed until 2026, to allow completion of the underground work prior to paving. West Zinfandel has since been constructed under a separate paving project as it had no known utility undergrounding project conflicts. With the removal of West Zinfandel from this project, this project’s name has been changed from the “Deer Park Region and West Zinfandel Paving Project” to “Deer Park Region Paving Project.”

White Cottage Road and College Avenue are now being added to the project as they are in the vicinity of Deer Park Road and staff has determined that including these roads in the “Deer Park Region Paving Project” would be more efficient and cost effective than rehabilitating them as part of a later project. Approval of Amendment No. 2 in the amount of \$170,740 will authorize GHD to provide construction documents for White Cottage and College Avenue as part of the “Deer Park Region Paving Project.” In addition, staff is requesting an allocation of \$29,260 to support County project management activities through completion of the construction document phase. Staff will return to the Board for approval of the final plans and authorization to solicit bids. This project is proposed to be constructed in the summer of 2026.

**Requested Actions:**

1. Approve a Budget Amendment for the following (4/5 votes required):
  - a. Increase Transfers Out appropriations by \$200,000 in the Local Transportation Tax (T/U) budget (Fund 2440, Sub-Division 1220053, Account 56100) offset by use of its available fund balance to transfer to Project 24034 and increase its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 24034, Account 48200); and
  - b. Increase Engineer Services appropriations by \$200,000 in Project 24034 budget (Fund 2040, Sub-Division 2040500, Project 24034, Account 52145) offset by a transfer-in revenue from the Local Transportation Tax (T/U) budget; and
2. Approve and authorize Amendment No. 2 to Agreement No. 240426B with GHD Inc. for an additional \$170,740 to increase the maximum not to exceed amount from \$324,170 to \$494,910 to provide design and construction administration services for the Deer Park Region Paving Project, RDS 25-02.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Where is it budgeted?	Fund 2040, Sub-Division 2040500, Project 24034. The project was not budgeted as part of the annual budget process since Local Transportation Tax (T/U) revenues are received quarterly. Staff report to the Board to move forward with the project once sufficient revenues and cashflow are available.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The amendment is needed to move the paving maintenance project forward.
Is the general fund affected?	Yes
Future fiscal impact:	Staff will return at a later date to request another budget amendment to fully fund the project once construction documents are complete.
Consequences if not approved:	The roads will not be repaired and maintained, resulting in a potential roadway safety hazard.

**ENVIRONMENTAL IMPACT**

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



**AMENDMENT NO. 2 TO  
NAPA COUNTY AGREEMENT NO. 240426B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 (“Amendment No. 2”) of NAPA COUNTY AGREEMENT NO. 240426B** is made and entered into as of this 21st day of October 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and GHD. INC. a California corporation, whose mailing address is 2235 Mercury Way, Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 240426B with CONTRACTOR on June 25, 2024 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Deer Park Region and West Zinfandel Paving Project, RDS 25-02 (“Project”); and

**WHEREAS**, on April 22, 2025, the COUNTY and CONTRACTOR executed Amendment No. 1 of the Agreement to increase the scope and maximum compensation by \$45,090 from \$279,080 to \$324,170 in order to provide additional engineering design and support services for the Project; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to further increase the scope and maximum compensation by \$170,740 from \$324,170 to \$494,910 in order to provide additional engineering design and support services for the Project.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 3 of the Agreement 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 fixed price of \$494,910 at the fixed prices set forth in Exhibit “B-1,” attached hereto and incorporated by reference herein.
  - (b) Expenses. No travel or other expenses will be reimbursed by the COUNTY.
  - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **FOUR HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED TEN AND 00/100 DOLLARS (\$494,910)**; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Paragraph I, of Exhibit “A” Scope of Work is amended to read in full as follows:

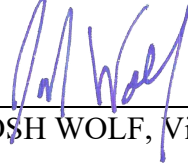
CONTRACTOR shall provide professional engineering services to complete design of the Deer Park Region and West Zinfandel Paving Project, produce documents suitable for use in competitive bidding, and provide support during the bid and construction phases of the Project. CONTRACTOR shall provide those services set forth in its proposal dated June 12, 2024, incorporated by reference into the original Agreement as Attachment A1, as set forth in its amended proposal, incorporated by reference into Amendment No. 1 as Attachment A2, and as set forth in its amended proposal, attached hereto and incorporated by reference as Attachment A3, for itemization of the work scope.

3. Except as provided in paragraphs (1) and (2), 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 CONTRACTOR have executed this Amendment No. 2 to Napa County Agreement No. 240426B as of the date first above written.

GHD, Inc.

By  \_\_\_\_\_  
JOSH WOLF, Vice President


By \_\_\_\_\_  
PATRICIA OSOKO, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

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

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald</u> Deputy County Counsel</p> <p>Date: <u>September 30, 2025</u></p> <p>PL No.: <u>139962</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> 
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## ATTACHMENT A3

### Amended Proposal

The CONTRACTOR will provide COUNTY with the following additional services for the Deer Park Region and West Zinfandel Paving Project, RDS 25-02:

Per conversations with the County about changes in the project roadway segments, GHD is providing this amendment to the Deer Park Region and West Zinfandel Pavement Project, RDS 25-02 (“Project”). The project originally included the rehabilitation of five segments of roadway in the Deer Park/Sanitarium area of Napa County. The project previously added segments of Silverado Trail and Big Ranch Road via Amendment No. 1 that were included in the Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project, RDS 25-06 that went to bid in June 2025. This proposal includes the addition of White Cottage Road and College Avenue, which will be included in the Deer Park/Sanitarium area roadway segments bid package scheduled to be constructed in 2026.

GHD and our team will be providing design engineering services to the County to generate bid and construction documents for the expanded project and will support construction with engineering support services during construction.

#### Project Understanding and Approach

The project includes geotechnical exploration and pavement rehabilitation recommendations, and the design of the roadway rehabilitation of the segments listed below. Along with the design, a basis of design document examining existing conditions and evaluating potential safety and bicycle improvements along each roadway will be developed.

The two additional segments below are being added to the project.

<i>Roadway Segment</i>	<i>Segment Length (mi)</i>
White Cottage Road (Ink Grade to Deer Park)	3.8
College Avenue (White Cottage to Howell Mtn)	0.8

Pavement Evaluation and Design Recommendation Report was previously completed and delivered to the County by Miller Pacific Engineering Group (MPEG) for Big Ranch Road. The selected rehabilitation methodology is a 3” mill and fill from edge of pavement to edge of pavement.

GHD has previously evaluated digouts on this section of Silverado Trail and it’s been determined that due to the high percentage of roadway in need of a dig out that an alternate method would be

used. Through conversations with the County and MPEG. The selected rehabilitation methodology is a 3” mill and fill from edge of pavement to edge of pavement, along with an additional 3” dig outs in the worst of the areas.

It is our understanding that no significant improvements beyond pavement rehabilitation and striping/signage upgrades are planned as part of the project. Significant utility impacts are also not anticipated or included in our base services.

Our team has delivered several similar projects in Napa County and in the surrounding area and look forward to working with the County to deliver this expanded roadway project.

Budget will be added to the existing contract with the scope including the same tasks as the original contract.

### **Scope of Work**

The following tasks define the additional scope of work associated with expanding the project to include the segments White Cottage Road and College Avenue, as described above.

#### **Task 1 - Project Management and Coordination**

Same as original contract with two additional field meetings included.

#### **Task 2 – Base Mapping, Limited Survey and Utility Coordination**

Same as original contract plus topographic survey at the intersection of Deer Park Road and White Cottage Road, as described below:

##### **Task 2.1: Topographic Survey of Deer Park/White Cottage/Howell Mountain**

The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with a one-foot contour interval. The ground topographic survey will include the following:

- Topographic survey coverage area will be a strip, 10 feet beyond the edges of pavement (where accessible), starting at the intersection of Deer Park/White Cottage/ Howell Mountain Roads and centered on the following roads:
  - o Deer Park Road, southwesterly 200 feet;
  - o White Cottage Road, northwesterly 150 feet;
  - o Howell Mountain Road, northeasterly 200 feet and
  - o Old Howell Mountain Road, southeasterly 100 feet.
- Topographic survey will obtain features to produce a topographic map of the project area, including the following, as we deem necessary: edges of pavement, curb lines, utility boxes, manhole rims, inlet grates, fire hydrants, utility markings on the pavement, utility poles, driveway locations, sidewalks, trees six (6) inches and larger, retaining walls and any other pertinent information that could apply to the project during design.

- Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations.
  - Topographic map will horizontally relate to California Coordinate System of 1983, Zone II, Epoch 2017.50.
  - A BOUNDARY SURVEY IS NOT A PART OF THIS SCOPE OF WORK.
- Deliverables: Sealed & stamped PDF of Topographic Survey Map and the AutoCAD “dwg” used to create the PDF will also be provided for your convenience.

**Task 3 – Geotechnical Investigation and Pavement Recommendations**

Additional Scope added as part of this amendment for the addition of White Cottage Road and College Avenue.

**Task 4 – Preliminary Engineering, 35% Plans and Estimate and Basis of Design**

Same as original contract.

**Task 5 –90% PS&E**

Same as original contract.

**Task 6 –100% PS&E (FINAL BID READY)**

Same as original contract.

**Task 7 – Bid Phase Services**

Same as original contract.

**Task 8 – Construction Support Services**

Same as original contract.

**Contingency**

There is no GHD fee contingency set aside for this project.

**Assumptions**

Same as original contract.

**Project Schedule**

These segments will be folded into the original project schedule to be constructed in 2026.

**Fee Estimate**

The additional fee for these segments is \$170,740.

**Closing**

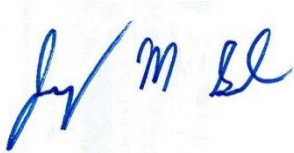
It is assumed that upon agreement of the scope of work for Amendment 1 to the Deer Park Region and West Zinfandel Pavement Project, RDS 25-02, the County and GHD will prepare an amendment to the Professional Services Agreement.

The Notice to Proceed will be the date of written authorization by the County to proceed or when GHD receives the fully executed contract for the work.

If you have any questions or comments regarding this proposal, please feel free to call me at 707-540-9612.

Sincerely,

GHD Inc.

A handwritten signature in blue ink, appearing to read "J. Schmal". The signature is written in a cursive style and is positioned above the printed name.

**Jeremy Schmal, PE**

Project Manager

(707) 540-9612

Cc: Bill Silva, PE, GHD Principal

**Compensation:**

Fixed Fee of \$170,740.

CONTRACTOR shall be compensated at the rates set forth above for the additional services for a new amount not to exceed of \$494,910.

**EXHIBIT "B-1"**

**FIXED FEE COMPENSATION**

Task 1 - Project Management and Coordination	\$ 25,390
Task 2 - Base Map, Survey, and Utility Coordination	\$ 84,240
Task 3 - Geotechnical Investigation and Pavement Recommendations	\$ 90,680
Task 4 - Preliminary Engineering and Basis of Design:	\$ 116,120
Task 5 - 90% PS&E	\$ 90,550
Task 6 - 100% PS&E	\$ 57,530
Task 7 - Bid Phase Services	\$ 12,530
<u>Task 8 - Construction Support Services:</u>	<u>\$ 17,870</u>
<b>TOTAL:</b>	<b>\$ 494,910</b>

CONTRACTOR shall be compensated at the rates set forth above in an amount not to exceed \$494,910.



**Deer Park Region Paving, RDS 25-02**

10/21/25

<u>Budget Item</u>	<u>Budget Item Amount</u>	<u>DESIGN PHASE</u>		<u>Appropriation Amount Spent to Date</u>	<u>Appropriation Amount % Spent to Date</u>	<u>Appropriation Amount Balance</u>
		<u>Board Appropriation Request Today</u>	<u>Board Appropriation to date</u>			
Design and Engineering	\$545,740	\$170,740	\$375,000	\$324,170	86%	\$50,830
County Project Management/Administration	\$54,260	\$29,260	\$25,000	\$4,784	19%	\$20,217
	\$600,000	\$200,000	\$400,000	\$328,954	82%	\$71,047



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1700

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Dewey Phan, Assistant Engineer  
**SUBJECT:** Project Creation and Budget Amendment for the “2026 Annual Guardrail Repair, RDS 26-12”

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### **RECOMMENDATION**

Approve and authorize the creation of Project 26015 for the “2026 Annual Guardrail Repair, RDS 26-12”; and approve a Budget Amendment. (Fiscal impact: \$110,000, SB-1 Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

The Public Works Department maintains 420 miles of roads and the County classifies 38 miles as arterial, 109 miles as collector, 259 miles as local, and 8 miles as gravel. The County also maintains about 22 miles of guardrails.

Over many years, the County has constructed guardrails to help prevent drivers from driving into the Napa River, into creeks and down roadway embankments. Every year wayward drivers damage guardrails along County roads and Public Works staff create a list of County roads with damaged guardrail to repair. In the past, County staff have hired contractors to repair individual damaged guardrails or the Public Works Roads Division staff repaired the damage as time and funding allowed. With the advent of funding from SB-1, the County now designates \$500,000 per year specifically towards guardrail repairs.

The funding requested for these roadway projects is for the project design and repair of the damaged guardrails. Construction is planned for Summer of 2026. The Director of Public Works recommends the approval for the creation of Project 26015 and the Budget Amendment. Staff will return to the Board of Supervisors at a later date for approval of the Plans and Specifications and request for authorization to advertise for bids.

Requested Actions:

1. Approval of Budget Amendment for the following (4/5 vote required):

- a. Increase Transfers Out appropriations by \$110,000 in the SB-1 Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220052, Account 56100) offset by use of its available fund balance to transfer to Project 26015 budget and increase its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 26015, Account 48200); and
- b. Creation of a new project for the “2026 Annual Guardrail Repair, RDS 26-12” (Fund 2040, Sub-Division 2040500, Project 26015) and increase Engineer Services appropriations by \$110,000 in the project budget (Fund 2040, Sub-Division 2040500, Project 26015, Account 52145) offset by a transfer-in revenue from SB1-SRF.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project 26015 will be funded by SB1- SRF. The project was not budgeted as part of the annual budget process since SB1 revenues are received monthly. Staff monitors the revenues and cashflow and once there is sufficient cash, comes to the Board and requests to move forward with the project and establish a project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested approvals will allow for the repair of the damaged guardrail to improve traffic safety.
Is the general fund affected?	No
Future fiscal impact:	This is an annual project and future fiscal impact will be routine maintenance.
Consequences if not approved:	If not approved, the annual guardrail repair on County roads cannot begin and the contractor will not repair the damaged guardrails.

**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.

<b>BUDGET SUMMARY: 2026 ANNUAL GUARDRAIL REPAIR, RDS 26-12</b>						
Program: 26015						10/21/2025
<b>Budget Item</b>	<b>Budget Item Amount</b>	<b>Board Appropriation Request Today</b>	<b>Board Appropriation To Date</b>	<b>Appropriation Amount Spent to Date</b>	<b>Appropriation % Spent to Date</b>	<b>Appropriation Amount Balance</b>
Construction Contract	\$350,000	\$0	\$0	\$0	0%	\$0
10% Construction Contingency	\$35,000	\$0	\$0	\$0	0%	\$0
Design and Engineering	\$100,000	\$100,000	\$0	\$0	0%	\$0
10% Design and Engineering Contingency	\$10,000	\$10,000	\$0	\$0	0%	\$0
Construction Management	\$60,000	\$0	\$0	\$0	0%	\$0
County Project Management/Administration	\$60,000	\$0	\$0	\$0	0%	\$0
Environmental, Geotechnical and Special Inspections	\$0	\$0	\$0	\$0	0%	\$0
Mailers, Newspaper Advertisement, Permits	\$5,000	\$0	\$0	\$0	0%	\$0
<b>TOTAL</b>	<b>\$620,000</b>	<b>\$110,000</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1724

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Estrella Munoz, Junior Engineer  
**SUBJECT:** Approval of Plans and Specifications and Authorization to Advertise for Bids for the "Napa Library Furniture Project," PW 25-21

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### **RECOMMENDATION**

Approve the Plans and Specifications for the "Napa Library Furniture Project," PW 25-21, 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**

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 three blocks from the Goodman Library in downtown Napa. In 1963, the Napa City Library merged with the Napa County Free Library. In order 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 later expanded in 1994. Since the expansion in 1994, the Napa Library has undergone a handful of remodels and improvements.

Library furniture is used by patrons daily, and a portion of the existing inventory has become worn or no longer adequately meets current user needs. The Napa Library Furniture Project will replace outdated furniture and upgrade the conversation and concentration pods to improve functionality, comfort, and the overall patron experience. Napa Library staff worked with Facilities By Design, the County's on-call interior design consultant, to finalize a furniture package.

Project construction is anticipated to occur in the Summer of 2026 and will require a temporary closure of the library. The Engineer's Estimate for construction of the Napa Library Furniture Project is \$320,000. The plans and specifications are complete and ready for approval by the Board of Supervisors. County staff will return to the Board of Supervisors to present a detailed project budget based on the lowest responsible bid and to request a budget amendment and authorization to award.

### **Requested Action:**

1. Approve Plans and Specifications for the "Napa Library Furniture Project," PW 25-21 and authorize to advertise for sealed bids.

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2020, Sub-Division 2020501, Project 26014
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of Plans and Specifications and Authorization to advertise the project for sealed bids is required to move project into the construction phase.
Is the general fund affected?	No
Future fiscal impact:	Construction contract award to lowest responsible bidder.
Consequences if not approved:	The Napa Library’s furniture will continue to deteriorate, and the existing pods will continue to not provide proper study environments for users.

**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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1746

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Estrella Munoz, Junior Engineer  
**SUBJECT:** Approval of Plans and Specifications and Authorization to Advertise for Bids for the "Mt. St. Helena Tower Replacement Project," PW 25-10

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**RECOMMENDATION**

Approve the Plans and Specifications for the "Mt. St. Helena Tower Replacement Project," PW 25-10, and authorization to advertise for sealed bids and opening of the bids at a time, date, and locations to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact)

**BACKGROUND**

Napa County Communications Department currently operates a 40-foot telecommunications tower located at the South Peak of Mt. St. Helena. The tower, constructed in 1970, is a critical component of the County's public safety communication network, serving local government, law enforcement, and fire agencies. The site is managed under a communications use lease with the Bureau of Land Management (BLM), and replacement of the tower requires BLM approval.

In recent years, the tower has sustained significant damage from ice accumulation and falling ice, which has also created hazardous conditions for personnel accessing the site during winter months. The existing structure was not designed to accommodate ice protection systems and is no longer capable of supporting the equipment needed for reliable operation. Replacing the tower has therefore become a high priority.

Through an existing on-call services contract, Nacht & Lewis Architects, Inc. was tasked with preparing the design, plans, and specifications for a new 80-foot self-supporting tower. These documents are now complete and ready for Board of Supervisors approval. While BLM approval is still pending, it is anticipated by early November. Staff is requesting approval of the plans and specifications at this time to allow the project to move to the bidding phase as soon as possible.

The Engineer's Estimate for construction is \$1,700,000, with construction anticipated to begin in spring or summer 2026. Once bids are received, County staff will return to the Board with a detailed project budget and a request for a budget amendment and authorization to award the construction contract.

Requested Action:

1. Approve Plans and Specifications for the “Mt. St. Helena Communications Tower Replacement Project,” PW 25-10 and authorize to advertise for sealed bids.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 3000, Sub-Division 3000550, Project 25018
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The existing tower is at risk of failure and is critical for the operation of public safety communication.
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to request a budget amendment once bids are received to fund construction of the project.
Consequences if not approved:	The tower would not be replaced, jeopardizing public safety.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration of possible adoption of Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities” and Class 2 (“Replacement or Reconstruction”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301 and §15302; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]





# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1747

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Frank Lucido, Engineering Manager  
**SUBJECT:** Approve Professional Service Agreement Amendment 1 with ADKO Inc. for the "Rossi Road Bridge Replacement Project," RDS 25-25

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### **RECOMMENDATION**

Approve and authorize Amendment No. 1 to Agreement No. 250353B with ADKO Engineering Inc, to increase the maximum compensation from \$348,447 to \$555,378 for the Rossi Bridge Project, RDS 25-25. (Fiscal Impact: \$206,931 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary)

### **BACKGROUND**

The crossing on Rossi Road that bridges over Conn Creek is unique in that it was originally constructed by private owners in the early 1900's by placing three iron culverts in the creek and placing soil on top which partially impounded the creek. In the late 1920's the County assumed responsibility for the road and constructed an additional concrete box culvert and headwall to allow for more capacity.

In early February of 2025, a storm event caused significant damage around Napa County including the Rossi Crossing. One of the iron culverts collapsed and the concrete headwall was severely damaged. As a result, the County had to close Rossi Road at the location, which is the only public access to a business and 7 or 8 residences as the site was too unstable. A private property owner allowed limited local traffic access through their property while the site dried out for a few weeks. Eventually, road crews were able to remove some oversaturated soil, the collapsed culvert and place temporary stabilization measures that allowed reopening of the road on March 27, 2025.

The Board ratified a local emergency proclamation on February 18, 2025, and approved \$2,000,000 in funding for the Rossi Road Bridge Repair Project. On March 11, 2025, the Board approved a \$348,447 contract with ADKO Inc., who was previously selected in a request for qualifications process for storm repair projects to complete design work and environmental review. The final design and environmental documents were submitted to local, state and federal agencies, however permission to work in the creek has not been granted

yet. On September 9, 2025, the Board awarded the first phase of this project which focuses on constructing improvements outside of the creek and will make it possible to launch a bridge if existing impound fails this winter.

Amendment No. 1 provides scope for construction inspection for this year’s work and archaeological, biological and cultural monitoring for the project. This amendment also provides funding to prepare a submittal for the prefabricated bridge which will accelerate delivery. The County expects permits for Phase 2 of the project which will allow for the removal of the earthen impound, re-grading the creek and installation of the new bridge in time for the next construction season.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 250353B increasing the maximum compensation by \$206,931 for a contract maximum of \$555,378 with ADKO Inc. for the Rossi Bridge project.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads CIP Project 25034
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is needed to ensure public and emergency access and meets permit requirements.
Is the general fund affected?	No
Future fiscal impact:	The second phase of this project will be completed in FY 25-26. The site will also require funding for mitigation planting and reporting for 5-10 more years after the completion of the second phase.
Consequences if not approved:	If this project isn’t approved and the region receives moderate rain this winter, there is a good chance that the road will fail and there won’t be a method to restore access until the end of next summer.

**ENVIRONMENTAL IMPACT**

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

**AMENDMENT NO. 1**  
**OF NAPA COUNTY AGREEMENT NO. 250353B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 250353B** is made and entered into as of this 21<sup>st</sup> day of October, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and ADKO ENGINEERING, INC., a California corporation, whose mailing address is 140 Diamond Creek Place, Roseville CA 95747, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on February 7, 2025, COUNTY entered into Napa County Agreement No. 250353B with CONTRACTOR (the “Agreement”) for \$348,447 to obtain additional specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Rossi Road Bridge Project, hereinafter referred to as “the Project”; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement by removing and replacing Exhibits A and B in their entirety to expand the scope of services to include additional engineering design and support services for the Project and to increase the total compensation under the Agreement by \$206,931 for a revised not to exceed amount of \$555,378.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Exhibit “A” (As Revised by Amendment 1) is attached hereto and incorporated by reference herein.
2. Exhibit “B” (As Revised by Amendment 1) is attached hereto and incorporated by reference herein.
3. Paragraph 1.1 of the Agreement is amended to read in full as follows:

**1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A (As Revised by Amendment 1) 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.

4. Paragraph 1.2 of the Agreement is amended to read in full as follows:

**1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedules set forth in Exhibit A (As Revised by Amendment 1). 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 Revised by Amendment 1).

5. Paragraph 3.1 of the Agreement is amended to read in full as follows:

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

**3.1.1 Rates.** County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B (As Revised by Amendment 1).

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B (As Revised by Amendment 1). 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 (As Revised by Amendment 1).

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed five hundred fifty five thousand three hundred seventy eight dollars and zero cents (\$555,378.00); 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.

6. Subparagraph 3.2.1 of the Agreement is amended to read in full as follows:

**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, Exhibit B (As Revised by Amendment 1) 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 (As Revised by Amendment 1), which will allow Consultant to be paid the equivalent percentage of the fixed price.

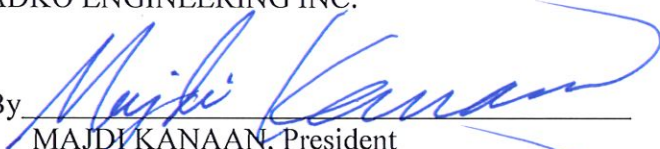
7. Subparagraph 9.4.2 of the Agreement is amended to read as follows:

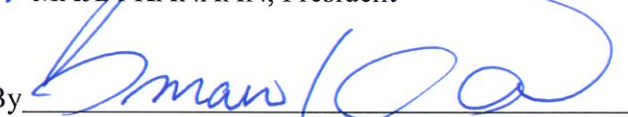
9.4.2 Exhibits A (As Revised by Amendment 1), B (As Revised by Amendment 1), C, and D to this Agreement.

8. Except as provided in Paragraphs 1 - 7, above, all other provisions of the Agreement shall remain in full force and effect as approved previously.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Napa County Agreement No. 250322B as of the date first written above.

ADKO ENGINEERING INC.

By   
MAJDI KANAAN, President

By   
IMAN KANAAN, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

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

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>October 3, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT A (As Revised by Amendment 1)

During storm event around February 6th, significant damage occurred at Rossi Road Culverts, which is located above St. Helena. Rossi Road and on Conn Creek sustained significant damage consisting of damaged culverts and cracks on asphalt pavement roadway, due to settlement of the road in between the existing box culvert and three railroad circular culverts. The road was subsequently closed, limiting access for residents that live past the project site. ADKO Engineering has visited the site on January 11, 2025 and reviewed available project information provided by Napa County and met with local residents. We will coordinate with the client to obtain any additional data required for the design development.

### **Culverts Replacement with a One Lane Bridge**

Due to the severity of the damage, the age of the structure, and the cost for repair; structure replacement should be considered. The existing bridge will be replaced with a new Baily Bridge (ACROW) supported by seat type abutments. The scope of work will include backfill, pavement reconstruction, and other related site work. The proposed width of the new structure will be approximately 100' long and single lane wide, in order to convey flood flows. ADKO Engineering will work closely with the geotechnical engineer, Miller Pacific Engineering Group and hydraulic engineer Shaaf and Wheeler, in consideration of the environmental impacts and FEMA approvals. The bridge will be designed to carry HL-93 Loading (40 tons) and permit loading using AASHTO LRFD design specifications, 8<sup>th</sup> edition with California Amendments (June 2024).

#### Advantages:

- Completely new structure for long service life (50 years plus).
- Meets the latest seismic requirements
- Lower lifespan maintenance costs
- Economical structure
- No falsework is required in the creek
- P15 Truck Loading per AASHTO
- HL-93 Vehicle Loading
- Does not require falsework in the channel
- Easy to assemble on site
- The superstructure can be set in place in two days

#### Disadvantages:

- Impacts to traffic. Road closure
- Higher vertical profile may be needed

Design of the bridge replacement or repair will utilize Napa County, Caltrans Standards, and other appropriate standards and guidance documents. Design will be based on geotechnical recommendations and other engineering studies and evaluations. Existing or pre-damage roadway widths, striping, and pavement section will be maintained unless geotechnical and engineering studies recommend otherwise. Safety and drainage features will be incorporated as appropriate.

ADKO Engineering shall provide the following engineering services for the project.

## **TASK 1: PROJECT MANAGEMENT**

### **Task A1.1 - Project Management activities will include:**

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

### **Task A1.2: QC/QA Services**

ADKO's Senior Engineer will provide QC and constructability reviews on the 65% and 100% submittals. The review will be documented and submitted to County at the request of the project manager. The QC engineer will back check work product to ensure comments were addressed. The reviews will BE documented and submitted to County at each phase of the project.

### **Task A1.4: Project Meetings and Site Visit**

ADKO's team will participate in design development meetings and resolve technical issues as they arise and review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

### ***Deliverables***

- Meeting Minutes
- QA/QC review comments
- Schedules

## **TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS**

### **Task 2.1: Field Survey and Mapping**

Albion Surveys will provide the necessary project control and topographic surveys of both sites. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by John Albion, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by John Albion, PLS, including data reduction, terrain modeling, boundary analysis and quality control. Albion Surveys assume any right of entry or

encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1' contours across both.
- Prepare a 1"= 20' topographic survey exhibit for each site. Each exhibit will also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum's used.
- Prepare legal description and exhibit plat for Temporary Construction Easements

### **TASK 3: GEOTECHNICAL**

Miller Pacific will provide geotechnical services and develop geotechnical recommendations for the project. The recommendations will be used by the design team to develop the design recommendations and prepare the construction plans and technical specifications for the project.

#### ***Task 3.1: Geotechnical Investigation***

Our Phase 1 services will include subsurface exploration with soil borings near the two new bridge abutments. We will obtain required County encroachment permits and notify USA prior to our mobilization. Based on surface conditions, we anticipate relatively deep soils on the western side of Conn Creek and shallower bedrock on the eastern side. We therefore expect our new borings will extend to a depth of about 30 to 40 feet or refusal on hard rock, if encountered. We will obtain samples for laboratory testing, measure water levels and backfill the borings closed upon completion.

***We will perform laboratory testing on select samples to determine pertinent engineering properties, including moisture content/density and strength, along with other pertinent tests, if subsurface conditions warrant. Our written report will include a summary of the site surface and subsurface conditions, a discussion of relevant geologic hazards and recommendations for the new structure. We will recommend criteria for new foundations and abutment/retaining walls, including seismic coefficients, bearing and lateral pressures, subsurface drainage needs, backfill criteria, pavement restoration and other items. We anticipate a drilled pier foundation will be appropriate at the site, but if "difficult" soil***



*conditions such as flowing sands or high groundwater is encountered, we can provide criteria for alternative foundation types including torque-down or driven piles. Our report will also include a site plan showing the location of our borings, our boring logs, laboratory data and other items.*

**Task 3.2: Supplemental Consultation**

We will provide supplemental consultation, as requested, during the design and permitting of the work which may include plan review, site or office meetings. We will provide supplemental recommendations for the work, if needed. During design and permitting for removal of existing culverts, we will respond to agency questions that are within our geotechnical scope.

**Task 3.3: Construction Observation and Testing (Allowance)**

During construction, as with other projects we have worked with you and Napa County, we anticipate our services will include materials testing and coordination with the project’s Construction Manager to answer questions about the geotechnical aspects of the work. We anticipate observing foundation excavations and testing backfill materials. Concrete sampling and strength testing will also be performed, if needed. If “structural” items (i.e. rip rap or concrete structures) are included in the creek restoration, we can observe those items if requested. Upon completion of the project site work, we will prepare a brief letter with a summary of our observations and tests.

***Deliverables:***

- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing report

**TASK 4: HYDRAULICS/HYDROLOGY**

This scope of services will provide planning-level hydraulics and scour analyses for the Rossi Road bridge over Conn Creek in Napa County. Schaaf & Wheeler will gather field data, review all available data for the bridge site, perform a hydrologic and hydraulic analysis, and develop scour countermeasures to meet the County’s goals. The work in this section is organized into major milestone deliveries with subtasks listed as appropriate. This organization is complimentary to the fee estimate and milestone schedule attached/within this proposal.

**Field Reconnaissance and Site Assessment**

Schaaf & Wheeler will conduct field visits and desktop research in order to develop a complete and detailed understanding of the existing conditions at the bridge. Task A includes analysis required to develop the existing conditions.

**Task 4.1: Data Collection and Review**

Schaaf & Wheeler’s team will review available data regarding the bridge site, including as-built drawings, inspection reports, Federal Emergency Management Agency (FEMA) material, and other readily available documents, which may include hydrology and hydraulic studies. After review existing information, Schaaf & Wheeler’s team will visit the project area to collect additional information and to document existing conditions. Schaaf & Wheeler does not anticipate the need for subsurface investigation, and no subsurface investigation/geotechnical work is included in this proposed scope of services.

**Task 4.2: Existing Condition Hydraulic Analyses**

Schaaf & Wheeler will develop hydrologic and hydraulic analyses. This study will include the development of hydrologic flow estimates using at least two methods, and hydraulic modeling (HEC-RAS) and scour estimates of the channel under existing and proposed bridge conditions.

**Task 4.3: Proposed Condition Hydraulic Analysis**

Schaaf & Wheeler will develop a recommended solution to provide the proposed bridge with scour protection based on the results of Tasks 4.1 and 4.3. The proposed solution will meet design criteria, such as protection against critical velocities in the Conn Creek.

**Task 4.4: Project Management and Coordination**

Based on the results of Tasks 4.1 to 4.4, Schaaf & Wheeler will develop a Hydrology and Hydraulics Technical Memorandum. This technical memorandum will present the results of the analyses and estimates identified above. If appropriate, alternatives will be discussed, and the reasoning for the recommended alternative will be detailed. A draft of the memorandum will be submitted to the County for review.

Schaaf & Wheeler will schedule a meeting with the County to review the recommendation and its associated costs and construction. Following comments and discussions, Schaaf & Wheeler will submit a final technical memorandum.

**TASK 5: ENVIRONMENTAL**

**Task 5.1: Biological Resources Assessment and Letter Report**

This task is comprised of a pre-field desktop evaluation of terrestrial wildlife and plant species and habitats, and a one-day reconnaissance-level biological field survey to document existing biological resources within the proposed project area.

Prior to the field survey, a query of the California Natural Diversity Database (CNDDDB), U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) List, and California Native Plant Society (CNPS) databases will be performed to identify any occurrences of listed or special-status species and/or rare and endangered plants found within a one-mile radius of the site.

During the field survey, a Kleinfelder biologist will create a baseline biological resources map that will include vegetation communities and conspicuous sensitive species. Vegetation communities will be mapped on an appropriately scaled topographic map or aerial photograph of the project area. During the field survey, a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs will be compiled. Vegetation communities and other biological resources, including any habitat that could potentially support special-status species or sensitive biological communities will also be recorded. A determination of sensitive or special-status species that could potentially use the site will also be made. Furthermore, potentially-occurring sensitive resources that are not apparent at the time of the survey and which require focused surveys will be noted, including rare annual plants, sensitive amphibian, reptile or bird species, and sensitive mammal species. We assume that Lake Hennesey blocks passage of anadromous fish, and a formal fish passage assessment is not necessary.

The results of the biological field survey will be presented in a technical letter report. The report will include a description of the project, a discussion of the survey methods, an assessment of existing vegetation communities, sensitive biological resources, potential jurisdictional waters present or likely to occur, the significance of potential project impacts in accordance with the California Environmental Quality Act, and recommended avoidance and mitigation measures.

Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential wetlands or waters of the U.S. or State. Proposed permitting requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines. This task includes one round of draft review by the County and subsequent editing/revision by Kleinfelder staff if necessary. Mileage is included at the 2025 standard IRS rate.

### **Task 5.2: Cultural Resources Section 106 Report**

Kleinfelder will conduct a records search at the Northwest Information Center (NWIC), located at Sonoma State University to request all previous site records and reports completed within the project area and the surrounding 0.5-mile radius. Staff will also conduct site-specific research for the project area and surrounding vicinity including references on file from previous work conducted in the project vicinity and a review of historic maps (e.g., Sanborn Fire Insurance Maps, Government Land Office Plat Maps). The cultural resources review will identify any previous archaeological and/or historic period-built environmental resources reported in the area. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) will be conducted to determine if any SLFs have been reported within the Project Area or surrounding vicinity.

Kleinfelder will also conduct a cultural resources survey and inventory of the project area to make an assessment of any cultural resources present on the site. This task assumes one archaeologist will perform one, 8-hour field survey and record and/or update resources within the project area. This estimate includes costs associated with pre-field preparation, travel, and other direct costs (e.g., mileage, GPS, and camera). Within approximately 30 business days after completion of the fieldwork, a Draft Cultural Resources Inventory Report will be prepared and submitted. One report will be prepared to satisfy both CEQA and Section 106 of NHPA. The report will describe the results of the background research, cultural context, records search and survey results, and any management recommendations.

### **Assumptions**

- A map depicting the limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed.
- No Native American consultation support is needed.
- No in-person meetings are required for archaeological or tribal cultural resources.
- The cost of the records search at the NWIC will not exceed \$500.
- This scope assumes no more than one cultural resource will require recordation or updates. If additional cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and an augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- The final approved report will be submitted to the NWIC. One electronic version of the Archaeological Assessment Report will be provided within 6 weeks of Notice to Proceed (NTP). Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the Report.

### **Task 5.3: Aquatic Resources Delineation**

Prior to a field investigation, a desktop review of the biogeography, elevation, vegetation, soils, and habitat on the site will be performed. During the field investigation, a Kleinfelder wetland specialist will delineate and map the extent of aquatic resources, which will include the identification of wetland and

non-wetland jurisdictional waters within the project boundary that examines vegetation, soils, and hydrology. Routine on-site delineation forms based on the applicable Regional Supplement will be completed for sample areas to determine jurisdictional and wetland boundaries. The preliminary jurisdictional delineation of these areas will be made based on the regulations of the following agencies:

- Waters of the U.S., including wetlands, under the jurisdiction of the Army Corps of Engineers (ACOE) pursuant to Section 404 of the federal Clean Water Act.
- Wetlands under the jurisdiction of the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Act.
- Wetlands under the jurisdiction of California Department of Fish and Wildlife (CDFW), pursuant to Section 1602 of the California Fish and Game Code.

The extent of any streams will be mapped to the Ordinary High Water Mark (OHWM) as defined by the ACOE Regulatory Guidance Letter No. 05-05 Ordinary High Water Mark Identification. Wetlands will be mapped using routine onsite methods as outlined in the ACOE Wetlands Delineation Manual (ACOE 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (ACOE 2010). Other regulatory guidance documents will be used as necessary and datasheets will be completed to document the field verification. Mapping will be performed using a GPS unit capable of sub-meter accuracy. The field delineation is expected to require one field day.

Following the field delineation, Kleinfelder will prepare a preliminary wetland delineation report and associated figures/maps for submission to the applicable resource agencies to support CWA 404 permitting, CWA 401 permitting, and CDFW Section 1600 permitting. The figures/maps will be produced using USACE South Pacific Division (SPD) standards; if onsite conditions warrant, other maps depicting various agency jurisdictions may also be produced. The delineation report will include supporting materials such as geographic information system (GIS) data, aquatic resources spreadsheets, and submission cover letter(s) (e.g., requesting preliminary or approved jurisdictional determination, etc.). This task includes one round of draft review by the County and subsequent editing/revision by Kleinfelder staff if necessary.

#### **Task 5.4: Permitting**

Potential impacts to Conn Creek will be determined during the biological field assessment. Based on the extent of impacts to Conn Creek that are likely to be associated with partial or full removal of the old road embankment, we anticipate that the Project will require several permit applications including the following:

- Lake and Streambed Alteration Agreement from CDFW pursuant to Section 1602 of the California Fish and Game Code
- Authorization from the RWQCB under Section 401 of the Clean Water Act,
- Authorization from the Army Corps of Engineers (USACE) via a Nationwide Permit under Section 404 of the Clean Water Act.
- Section 7 consultation by the USACE with the United States Fish and Wildlife Service (USFWS). We assume that the technical memo report is sufficient for the consultation, and that a full Biological Assessment will not be required.

To facilitate preparation of the permit applications, the deliverables under Tasks 1, 2, and 3 will be required.

Kleinfelder will prepare and submit applications for regulatory permits to the USACE, RWQCB and CDFW, as necessary. Application requirements of each of the agencies differ, but there is a great deal of overlap such as providing a project description, discussion of avoidance and minimization measures, etc. To the extent feasible, processing with the agencies will be done concurrently; for example, if a site visit is required, Kleinfelder will attempt to coordinate a single meeting attended by all agencies rather than holding separate meetings for each agency. This task includes one round of review by the County, and one round of revisions after review by the agencies, as well as one field visit.

### **Assumptions**

- No tasks outside the agreed scope of work will be performed without additional payment and prior authorization from the client in writing.
- Requests by agencies for additional information or meetings to discuss design elements can often occur following submittal of permit applications, and the extent to which Kleinfelder may be in the best position to provide that information is not definable at this stage. If required to provide notable support during the review stage of the permit applications, Kleinfelder will be please to provide a cost estimate for additional authorization at that time.
- Preparation of any required State Water Quality Control Board National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) are not included in this scope of work. Kleinfelder will be happy to provide a scope and budget for these services upon request from the Client.

### **Task 5.5: Archaeological Monitoring**

Kleinfelder will have one archaeological monitor on site for all Project-related ground disturbance.

- The Kleinfelder archaeological monitor will complete one on-site sensitivity training with the construction personnel regarding cultural resources prior to the start of construction. It is assumed that this cultural resource awareness training will occur on the first day of construction.
- The Kleinfelder monitor will conduct up to 13 days of monitoring during construction. It is assumed that the crews will work up to thirteen 10-hour days including travel. The purpose of archaeological monitoring is to identify the presence/absence of archaeological resources during ground disturbances within the Project site. Monitoring will be documented using field notes, digital photography, and a handheld GPS unit. The archaeological monitor will keep a daily log. The associated costs include travel expenses and administrative oversight.
- Monitoring may be modified, reduced, or suspended based on the conditions encountered in the field at the discretion of a professional archaeologist.
- This assumes that no site recordation will be required. Should subsurface archaeological materials be identified during monitoring, all work within 50 feet of the discovery will be temporarily halted to allow for the archaeologist to assess and record the find. Kleinfelder will immediately contact all required parties to inform them of the inadvertent discovery.

### **Task 5.6: Native American Monitoring**

Kleinfelder will subcontract with the Mishewal Wappo Tribe of Alexander Valley to provide a Tribal monitor for all Project-related ground disturbance.

- For cost estimating purposes, it is assumed that a Native American monitor will be on site up to thirteen 10-hour days, including time for travel.
- Native American monitoring may be modified, reduced, or suspended based on the conditions encountered in the field at the discretion of a professional archaeologist and in consultation with the Mishewal Wappo Tribe of Alexander Valley.

### **Task 5.7: Biological Monitoring**

Kleinfelder will support Napa County by supplying a qualified biological monitor to conduct preconstruction surveys and monitor for special status species during ground disturbing and construction activities.

- The monitor will provide worker environmental awareness training for the construction crew and provide up to ten color copies of a brochure that describes the species of concern and each worker's individual responsibilities. It is assumed that this environmental awareness training will occur on the first day of construction.
- Kleinfelder will provide a pre-construction survey prior to the start of construction in the Fall of 2025. An additional pre-construction survey will be conducted prior to the resumption of construction in the Spring of 2026. Additional pre-construction surveys may be needed if there are additional breaks in construction.
- The Kleinfelder monitor will conduct up to 33 days of monitoring during construction. It is assumed that the crews will work up to thirty-three 10-hour days.
- Thirty-three days of monitoring are anticipated however; the client will be charged on a time and materials basis. ADKO will be billed only for actual time and materials spent. If additional monitoring time is required, Kleinfelder will provide an updated proposal to ADKO.
- In the event that a special status species is discovered on site, Kleinfelder staff have the authority to stop work and/or create an appropriate buffer zone and the animal will be allowed to leave on its own accord. If the animal does not leave on its own, US Fish and Wildlife services and/or California Department of Fish and Wildlife will be consulted before any individual is relocated.
- Kleinfelder staff will have authority to enforce standard conditions in typical Section 1602 Lake and Streambed Alteration agreement and Section 401 Clean Water Act permits even if permits are not complete at the time of construction.
- Protocol-level surveys will not be required.
- Kleinfelder staff will conduct preconstruction surveys daily before any equipment is moved, before any ground is disturbed, or before RSP is placed to determine if special status species are present onsite.
- The biological monitor will be present during construction in the event that special status species are unearthed or discovered during construction.

- The monitor will take representative photos each day and prepare a daily report which will be shared with ADKO on a weekly basis.
- Kleinfelder will prepare a post-construction report to submit to the California Department of Fish and Wildlife (CDFW) as a standard requirement of a Section 1602 Lake and Streambed Alteration Agreement. Kleinfelder will deliver the report to ADKO within 45 days of the completion of construction.

## **TASK 6: DESIGN**

### **Task 6.1: Design Basis Memorandum**

The ADKO (ADKO) Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination. The new culvert will carry the load it was originally designed for 36 tons.

#### ***Deliverables:***

- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

### **Task 6.2: 65% PS&E Submittal**

The ADKO team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The ADKO Team will follow 2023 Caltrans and County specifications wherever possible. ADKO will be responsible for the retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

#### ***Deliverables:***

- 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

### **Task 6.3 95%: PS&E Submittal**

The ADKO Team will refine the 65% PS&E and generate the 95% PS&E design by addressing all of the County's comments on the 65% PS&E package.

#### ***Deliverables:***

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

### **Task 6.4: Issued for Bid PS&E Submittal**

The ADKO Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the WRECO Team's technical specifications and combine with the County prepared front-end specifications to complete the bid package.

#### ***Deliverables:***

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

applicable)

## **TASK 7: CONSTRUCTION SUPPORT**

### **Task 7.1: Bid support**

ADKO team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

### **Task 7.2: Design Services during Construction**

ADKO team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

#### ***Deliverables:***

- Approved submittals
- Respond to RFI
- Change order recommendations
- Construction close-out punch list and construction certification of completion (PDF)

### **Task 7.3: As-Built Design Plans**

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

#### ***Deliverables:***

- Final As-Built Plans (DWG and PDF)

## **Task 8 – Construction Management Phase 1 (Fall of 2025) Only**

### **Task 8.1: Construction Inspection Services**

ADKO's team will provide an inspector during construction of the work in Fall of 2025.

The inspector will be responsible for the following:

- Coordination with contractor
- Address public concerns
- Daily inspections and preparing inspections reports
- Documenting progress of work, etc.

### **Task 9 – Acrow Bridge Submittal**



**Task 9.1: Acrow Bridge Submittal**

ADKO will obtain a submittal for the 130-foot span of 13'-7" wide site-specific bridge design from Acrow Manufacturing to save engineering time during construction. This will be particularly useful in the event of an emergency if the existing culvert fails, and a bridge needs to be installed quickly.

**Assumptions**

- This Project will be designed to Caltrans 2023 Standard Plans and Specifications.
- County will obtain Encroachment Permit to cover the ADKO Team.
- The County will provide the right-of-way width information.
- County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders.

**Exhibit "B" (As Revised by Amendment 1)**

**RATES**

ADKO Engineering, Inc.									CONSULTANTS						
	Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzi Road Design	Haroon Hashimi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	Acrow	(Miller Pacific)	(Schaaf & Wheeler)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (10%)	Total Not To Exceed Cost
<b>BILLING RATES</b>															
	\$239.00	\$195.00	\$185.00	\$175.00	\$175.00	\$185.00									
<b>No.</b>	<b>Task Description</b>														
1	<b>TASK 1: PROJECT MANAGEMENT AND MEETINGS</b>														
	32	0	0	0	0	0	32	\$ 7,648.00							\$ 7,648.00
	1.1 Project Management	8					8	\$ 1,912.00							\$ 1,912.00
	1.2 Project Meetings and Site Visit	24					24	\$ 5,736.00							\$ 5,736.00
2	<b>TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS</b>														
	1	0	0	0	0	0	1	\$ 239.00				\$ 12,000.00	\$ -	\$ 1,200.00	\$ 13,439.00
	2.1 Field Surveys and Mapping	1					1	\$ 239.00				\$ 10,500.00	\$ -	\$ 1,050.00	\$ 11,789.00
	2.2 Survey Verification Construction Phase						0	\$ -				\$ 1,500.00		\$ 150.00	\$ 1,650.00
3	<b>TASK 3: GEOTECHNICAL</b>														
	12	0	0	0	0	0	12	\$ 2,868.00	\$ 26,600.00	\$ -	\$ -	\$ -	\$ -	\$ 2,660.00	\$ 32,128.00
	3.1 Geotechnical Investigation Report with Recommendations	4					4	\$ 956.00	\$ 9,600.00					\$ 960.00	\$ 11,516.00
	3.2 Supplemental Consultation	4					4	\$ 956.00	\$ 2,000.00					\$ 200.00	\$ 3,156.00
	3.3 Construction Observation and Testing	4					4	\$ 956.00	\$ 15,000.00					\$ 1,500.00	\$ 17,456.00
4	<b>TASK 4: HYDRAULICS/HYDROLOGY</b>														
	16	0	0	0	0	0	16	\$ 7,648.00	\$ -	\$ 48,880.00	\$ -	\$ -	\$ -	\$ 4,888.00	\$ 61,416.00
	4.1 Data Collection and Review	8					8	\$ 1,912.00	\$ 24,040.00					\$ 2,404.00	\$ 28,356.00
	4.2 Existing Conditions Hydraulic Analysis	8					8	\$ 1,912.00	\$ 10,700.00					\$ 1,070.00	\$ 13,682.00
	4.3 Proposed Conditions Hydraulic Analysis	8					8	\$ 1,912.00	\$ 9,400.00					\$ 940.00	\$ 12,252.00
	4.4 Project Management and Coordination	8					8	\$ 1,912.00	\$ 4,740.00					\$ 474.00	\$ 7,126.00
5	<b>TASK 5: ENVIRONMENTAL STUDIES</b>														
	16	0	0	0	0	0	16	\$ 7,648.00	\$ -	\$ -	\$ -	\$ -	\$ 171,450.00	\$ 17,145.00	\$ 196,243.00
	5.1 Biological Resource Assessment and Letter Report	8					8	\$ 1,912.00	\$ 11,750.00					\$ 1,175.00	\$ 14,837.00
	5.2 Cultural Resources Assessment and Letter Report	8					8	\$ 1,912.00						\$ 1,245.00	\$ 15,607.00
	5.3 Aquatic Resources Assessment and Report	8					8	\$ 1,912.00						\$ 1,240.00	\$ 15,552.00
	5.4 Permit Applications	8					8	\$ 1,912.00						\$ 1,260.00	\$ 15,772.00
	5.5 Archaeological Monitoring						0							\$ 26,750.00	\$ 29,425.00
	5.6 Native American Monitoring						0							\$ 23,500.00	\$ 25,850.00
	5.7 Biological Monitoring						0							\$ 72,000.00	\$ 79,200.00
6	<b>TASK 6: DESIGN</b>														
	24	292	268	292	0	0	876	\$ 163,356.00							\$ 163,356.00
	6.1 Design Basis Memorandum	4		8			12	\$ 2,436.00							\$ 2,436.00
	6.2 35% Plans and Estimate Submittal	8	80	80	80		248	\$ 46,312.00							\$ 46,312.00
	6.3 65% PS&E Submittal	4	100	120	100		324	\$ 60,156.00							\$ 60,156.00
	6.4 95% PS&E Submittal	4	80	40	80		204	\$ 37,956.00							\$ 37,956.00
	6.5 100% PS&E Submittal	4	32	20	32		88	\$ 16,496.00							\$ 16,496.00
7	<b>TASK 7: CONSTRUCTION SUPPORT</b>														
	22	22	20	28	0	0	92	\$ 26,148.00							\$ 26,148.00
	7.1 Bid Support	4	4	4	4		16	\$ 3,176.00							\$ 3,176.00
	7.2 Design Services During Construction	16	16	16	16		64	\$ 12,704.00							\$ 12,704.00
	7.3 As-Built Design Plans	2	2		8		12	\$ 2,268.00							\$ 2,268.00
	7.4 Resident Engineer/Structures Rep							\$ 8,000.00							\$ 8,000.00
8	<b>TASK8: CONSTRUCTION INSPECTION</b>														
										\$ 40,000.00				\$ 4,000.00	\$ 44,000.00
	8.1 Construction Inspection Service - Phase 1														\$ 44,000.00
9	<b>TASK 9: BRIDGE SUBMITTAL</b>														
							0		10000					\$ 1,000.00	\$ 11,000.00
	9.1 Acrow Bridge Submittal														\$ 11,000.00
	<b>TOTAL HOURS</b>	123	314	288	320	0	0	1,045							
	<b>TOTAL COST</b>	\$ 29,397.00	\$ 61,230.00	\$ 53,280.00	\$ 56,000.00	\$ -	\$ -	\$ 215,555.00		\$ 26,600.00	\$ 48,880.00	\$ 12,000.00	\$ 171,450.00	\$ 25,893.00	\$ 555,378.00

Project 25034	Rossi Road Bridge Repair Phase 1 and 2 Overall Budget, RDS 25-25					10/6/2025
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contracts	\$1,031,020	\$0	\$950,000	\$0	0%	\$950,000
25% Construction Contingency	\$257,755	\$0	\$190,000	\$0	0%	\$190,000
Design and Engineering Consultant	\$348,447	\$0	\$348,447	\$200,000	57%	\$148,447
Engineering Consultant Contingency	\$36,553	\$0	\$36,553	\$0	0%	\$0
Construction Management	\$100,000	\$0	\$100,000	\$0	0%	\$100,000
County Project Management/Administration	\$100,000	\$0	\$100,000	\$15,000	15%	\$85,000
Environmental, Geotechnical and Special Inspections	\$150,000	\$0	\$150,000	\$5,000	3%	\$145,000
Emergency Stabilization, Access	\$50,000	\$0	\$50,000	\$0	0%	\$50,000
Post Construction Maintenance	\$75,000	\$0	\$75,000	\$0	0%	
<b>TOTAL</b>	<b>2,148,775</b>	<b>\$0</b>	<b>2,000,000</b>	<b>220,000</b>	<b>11%</b>	<b>1,780,000</b>



Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1748

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Mark Witsoe, A.A.E., Airport Manager  
**SUBJECT:** Approval of Amendment No. 3 to Agreement 230234B, Amended and Restated Guaranty Agreement 230235B, Consent to a Deed of Trust, and Memorandum of Lease

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**RECOMMENDATION**

Approve and authorize Amendment No. 3 to Lease Agreement No. 230234B with SkyserviceUS California LLC. (Skyservice); Amended and Restated Guaranty Agreement No. 230235B with ALIS 1A, LLC; and the Consent to the Deed of Trust between SkyserviceUS California, LLC and Royal Bank of Canada thereby allowing the Fixed Base Operator to financially encumber the leasehold estate at the Napa County Airport. (No Fiscal Impact)

**BACKGROUND**

Lease Agreement No. 230234B with SkyserviceUS California, LLC (Skyservice) for Fixed Base Operator (FBO) services and development was approved by the Board on December 6, 2022. Amendment No. 1 to the Agreement was executed on March 21, 2023 to adjust the square footage of the commercial hangar based upon actual measurements. Amendment No. 2 to the Agreement was executed on June 25, 2024 to increase the size of the leasehold and add a joint funded fuel farm infrastructure project. The Guaranty Agreement No. 230235B with ALIS 1A, LLC (parent corporate entity) as financial and operational security to the lease was approved by your Board on December 6, 2022.

Skyservice requested the County's consent to record a leasehold deed of trust against Skyservice's leasehold interest to secure a \$35 million loan by its parent company, Leading Edge Jet Midco LLC. The loan would also be secured by three other FBO interests held by related entities in the United States. While the original lease provided Skyservice with rights to borrow funds for the development of the FBO using the leasehold estate as collateral, it did not contemplate using the leasehold estate to secure a loan to its parent company. Therefore, to approve this encumbrance, an amendment to the Lease was required. Amendment No. 3 allows for this form of mortgage, limits further encumbrances and includes the previously contemplated survey of the leasehold premises to reconcile the previous size and location with the design documents including validation by survey.

As an element of considering this encumbrance, County requested amendments to the Guaranty Agreement with the parent corporate entity ALIS 1A, LLC to strengthen the County’s financial security in the event of a default under the loan or transfer of the leasehold interest to another party. These provisions were incorporated into the proposed Amended and Restated Guaranty Agreement No. 230235B. The County will also execute the proposed Consent to the Deed of Trust with the lender and Skyservice, which will be recorded against the leasehold estate acknowledging the County’s consent to the use of Skyservice’s leasehold interest as security for the loan.

A Memorandum of Lease stating the relevant facts of the lease agreement, as amended, will be executed administratively and recorded. The minor differences in square-footage of the premises will be reflected in the rental amounts charged when Skyservice receives their certificate of occupancy. The Lease Agreement, as amended, already includes a process for an administrative adjustment of the rents when the scheduled occupancy event occurs.

**Recommended Action:**

Approve and authorize the Chair to sign Amendment No. 3 to Lease Agreement No. 230234B with SkyserviceUS California LLC. (Skyservice); Amended and Restated Guaranty Agreement No. 230235B with ALIS 1A, LLC, and the Consent to the Deed of Trust between SkyserviceUS California, LLC and Royal Bank of Canada thereby allowing the Fixed Base Operator to encumber the leasehold estate at the Napa County Airport.

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Airport Enterprise 501000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The original agreement provided Lessee with certain rights to finance their improvements to the leasehold estate
Is the general fund affected?	No
Future fiscal impact:	Premises survey may inform a minor rental adjustment
Consequences if not approved:	Lessee will not be able to secure their loan in a timely manner

**ENVIRONMENTAL IMPACT**

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



**AMENDMENT NO. 3 to GROUND LEASE, LICENSE, AND OPERATING AGREEMENT**

This Amendment No. 3 (this “Amendment”) to Ground Lease, License, and Operating Agreement – Napa County Agreement No. 230234B dated this \_\_\_\_\_ day of October 2025 (the “Effective Date”) is made by and between NAPA COUNTY, a political subdivision of the State of California, (“County”) and SKYSERVICEUS CALIFORNIA LLC, a Delaware limited liability company authorized to do business in the State of California (“Lessee”) and subsidiary of LEADING EDGE JET MIDCO LLC, dba SKYSERVICE US, a Delaware company.

**RECITALS**

**WHEREAS**, County and Lessee executed that certain Ground Lease, License, and Operating Agreement – Napa County Agreement No. 230234B dated December 13, 2022 (the “Original Lease”), as amended by that certain Amendment No. 1 of Napa County Agreement No. 230234B dated March 21, 2023 (the “Amendment No. 1”), and that certain Second Amendment to Napa County Agreement No. 230234B dated June 25, 2024 (the “Second Amendment”, and together with the Amendment No. 1 and Second Amendment, collectively, the “Original Agreement”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Original Agreement; and

**WHEREAS**, Lessee’s obligations under the Original Agreement are guaranteed by that certain Guaranty Agreement – Napa County Agreement No. 230235B (“Original FBO Guaranty”) executed by Alis IA Aviation LLC, a limited liability company (“Guarantor”) in favor of County dated December 13, 2022; and

**WHEREAS**, Leading Edge Jet Midco LLC, a Delaware limited liability company (“Borrower”) has obtained a loan from Royal Bank of Canada (“Royal Bank”) in the aggregate maximum principal sum of THIRTY-FIVE MILLION AND 00/100 DOLLARS (\$35,000,000.00) (the “Loan”) pursuant to that certain Credit Agreement, dated as of March 11, 2022, between Borrower and Royal Bank (as successor-in-interest to HSBC Bank Canada), as amended by that certain Amendment No. 1 and Waiver dated February 24, 2023, that certain Amendment No. 2 dated June 7, 2024, and that certain Third Amendment to Credit Agreement dated August 18, 2025 (collectively, the “Credit Agreement”); and

**WHEREAS**, a portion of the Loan proceeds will be used by Lessee to construct the Leasehold Improvements at the Airport; and

**WHEREAS**, in connection with Lessee’s guaranty, the Loan will be secured by a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by Lessee for the benefit of Royal Bank with respect to Lessee’s leasehold interest under the Agreement substantially in the form attached hereto as Exhibit “A” (the “Leasehold Deed of Trust”); and

**WHEREAS**, Lessee has requested County’s consent to the Leasehold Deed of Trust, and County has agreed to provide its consent in accordance with the terms and conditions set forth

herein.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and provisions contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals; Definitions.**

The recitals above are incorporated herein by reference. The term “Agreement” shall mean the Original Agreement, as modified by this Amendment.

**2. Amendment to Section 7.2.**

Section 7.2 of the Original Lease is hereby amended by deleting the existing language in its entirety and replacing it with the following:

An Encumbrance on all, or a portion of Lessee’s interest under this Lease, the leasehold estate hereby created in Lessee and the Leasehold Improvements (collectively, “Lessee’s Interest”) permitted pursuant to this Section 7.2 shall be referred to as a “Permitted Mortgage,” and the holder of a Permitted Mortgage shall be referred to as a “Lender” or “Permitted Mortgagee.”

- i. The following shall constitute a Permitted Mortgage hereunder:
  - a. The Leasehold Deed of Trust in accordance with the Lessor Consent to Leasehold Deed of Trust by and between County, Royal Bank and Lessee substantially in the form attached hereto as Exhibit “B” (“Lessor’s Consent”) provided that prior to County’s execution of the Lessor’s Consent, Lessee causes the Guarantor to execute and deliver to County the Amended and Restated Guaranty Agreement substantially in the form attached hereto as Exhibit “C” (“Amended Guaranty Agreement”) guaranteeing Lessee’s performance of its obligations under the Agreement. The Amended Guaranty Agreement amends, restates and supersedes in its entirety the Original FBO Guaranty provided by Guarantor pursuant to Section 13.3 of the Agreement.
  - b. An Encumbrance on Lessee’s Interest for the purpose of restructuring or refinancing the Loan provided that (1) such refinancing debt cannot be in a greater principal amount (plus interest, fees and expenses) than the Loan; (2) Lender executes an agreement with County, in a form approved by County Counsel, acknowledging that Lender is a “Permitted Mortgagee” under the Agreement and will comply with each and every obligation of a Permitted Mortgagee thereunder, including those set forth in Section 7.5 and 7.6; and (3) the Encumbrance complies with the requirements set forth in Subsections 7.2(ii)-(iii), 7.2(v), and 7.2(vii)-(ix).



- c. An Encumbrance on Lessee's Interest for the purpose of constructing the Leasehold Improvements, or to otherwise finance Lessee's business operations (including future improvements) provided that (1) Lessee obtains the prior written consent of County, in County's sole and absolute discretion; and (2) the Encumbrance complies with the requirements set forth in Subsections 7.2(ii)-(ix).
  - d. An Encumbrance on Lessee's Interest for the purpose of constructing, financing, or refinancing, under a portfolio loan, (x) the Leasehold Improvements, (y) any property leased or owned by Lessee's affiliates, and/or (z) Lessee's and/or Lessee's affiliate's business operations (including future improvements) provided that (1) Lessee obtains the prior written consent of County, in County's sole and absolute discretion; and (2) the Encumbrance complies with the requirements set forth in Subsections 7.2(ii)-(v), and 7.2(vii)-(ix).
- ii. Except as otherwise expressly provided in this Agreement or in a separate document executed by County which shall not modify this Agreement or limit County's rights as landlord, all rights acquired by Lender under a Permitted Mortgage shall be subject and subordinate to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights of County hereunder, none of which covenants, conditions and restrictions is or shall be waived by County by reason of the giving of such Permitted Mortgage, except as expressly provided in this Agreement or in a separate document executed by County. Notwithstanding any foreclosure of any Permitted Mortgage and so long as the Agreement has not been terminated, and has not been assigned by Lessee to a third-party in accordance with Section 12 of the Agreement, Lessee shall remain liable for the payment of Ground Rental and all other fees and charges payable pursuant to this Agreement, and for the performance of all of the terms, covenants and conditions of this Agreement which by the terms hereof are to be carried out and performed by Lessee.
  - iii. Lessee shall give County thirty (30) days prior written notice of any proposed Encumbrance and shall accompany the notice with a true copy of the proposed Encumbrance.
  - iv. Lessee shall provide all reasonably requested information to County necessary or desirable in order to obtain County's consent of the proposed Encumbrance.
  - v. No Encumbrance incurred by Lessee pursuant to this Section shall, and Lessee shall not have power to incur any Encumbrance that will constitute in any way a lien or Encumbrance on the fee of the Premises or any interest of County in the Premises.
  - vi. The principal amount of the Encumbrance shall not exceed (when added

to the principal balances of any other then-existing Permitted Mortgages not being refinanced thereby) an amount equal to eighty percent (80%) of the then fair market value of Lessee's Interest. Lessee shall submit its lender's appraisal which shall be used to determine fair market value. In the event that County disagrees with the lender's appraisal, then the appraisal process stipulated in Section 5.2.2 shall apply.

- vii. The Encumbrance shall not extend beyond the term of this Agreement.
- viii. The Encumbrance shall contain provisions permitting the disposition and application of the insurance proceeds and condemnation awards in the manner provided in this Agreement, except as County may otherwise agree in writing in its sole discretion.
- ix. The Encumbrance may be given only pursuant to a bona fide loan transaction.

**3. Amendment to Exhibit B – Premises Legal Description.**

Exhibit B of the Original Lease is hereby deleted and replaced with Exhibit "D" attached hereto.

**4. Amendment to Exhibit C – Non-Exclusive License Area Legal Description.**

Exhibit C of the Original Lease is hereby deleted and replaced with Exhibit "E" attached hereto.

**5. Notice of Borrower's Default.**

Promptly after Borrower's receipt of any notice of default from Royal Bank under the Credit Agreement, Lessee shall cause Borrower to send a copy of such notice of default to County (the "Loan Default Notice").

**6. Amendment to Section 13.**

Section 13 of the Original Lease is hereby amended to add a new Section 13.1.19 to read as follows:

**13.1.19 Loan Default Notice**

Lessee shall have failed to cause Borrower to provide the Loan Default Notice and subsequently Royal Bank shall have commenced a foreclosure action, power of sale, or otherwise on Lessee's Interest under the Agreement pursuant to the Leasehold Deed of Trust.

**7. Amendment to Section 13**

Section 13 of the Original Lease is hereby amended to add a new Section 13.4 to read as follows:

**13.4 Replacement Guarantor.**

In the event of assignment of Lessee's Interest under Section 12 of the Agreement, Lessee may, with the prior written consent of the County's Board of Supervisors, replace the Guarantor with a credit worthy guarantor, who assumes the obligations of Guarantor under the Amended Guaranty Agreement (the "Replacement Guarantor"). Such Replacement Guarantor shall provide financial information as reasonably requested by County, solely to confirm Replacement Guarantor's financial ability to perform any of its obligations under the Amended Guaranty Agreement. Upon the execution of an assignment and assumption agreement by and between Guarantor, Replacement Guarantor and County, in a form reasonably approved by County Counsel and Replacement Guarantor, pursuant to which Replacement Guarantor assumes all obligations under the Amended Guaranty Agreement, the Guarantor shall be released from any and all obligations and liabilities under the Amended Guaranty Agreement arising after the date of execution of the assignment and assumption agreement.

**8. Counterparts; Electronic Signatures.**

This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. By executing this Agreement, the parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature.

**9. Entire Agreement.**

The Original Agreement, as modified by this Amendment, contains all of the terms and conditions entered into and made by and between the parties with respect to the subject matter hereof.

**10. Headings.**

The headings of the several Articles and Sections of this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Amendment and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**11. Severability.**

If a court of competent jurisdiction finds or rules that any Section of this Amendment is void or unenforceable, the remaining Sections of this Amendment shall remain in effect.

**12. Agreement Remains in Full Force and Effect.**

Except as expressly provided in Sections 1, 2, 3, 4, 5, 6 and 7 above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

[SIGNATURES ON FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, this Amendment is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by SKYSERVICEUS CALIFORNIA LLC, through its duly authorized officers.

SKYSERVICEUS CALIFORNIA, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Ty Dubay, Authorized Signatory

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina S. Wolfson</u> Deputy County Counsel</p> <p>Date: <u>October 2, 2025</u> PL 139971</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT "A"**

**LEASEHOLD DEED OF TRUST**

**(attach form of leasehold deed of trust)**

**EXHIBIT “B”**

**LESSOR CONSENT**

**(attach form of lessor consent to leasehold deed of trust)**

**EXHIBIT “C”**

**AMENDED GUARANTY**

**(attach form of amended and restated guaranty)**

**EXHIBIT “D”**

**PREMISES LEGAL DESCRIPTION**



**EXHIBIT “E”**

**NON-EXCLUSIVE LICENSE AREA LEGAL DESCRIPTION**

## AMENDED AND RESTATED GUARANTY AGREEMENT NO. 230235B

This AMENDED AND RESTATED GUARANTY AGREEMENT (this “Guaranty”) dated this \_\_\_\_ day of October, 2025, is executed by Alis IA Aviation LLC, a limited liability company formed under the laws of the State of Delaware (“Guarantor”) for the benefit of Napa County, a political subdivision of the State of California (“County”).

### RECITALS

A. SkyserviceUS California LLC, a limited liability company formed under the laws of the State of Delaware, as lessee (“Lessee”), and County, as lessor, entered into that certain Ground Lease, License, and Operating Agreement – Napa County Agreement No. 230234B dated December 13, 2022, as amended by Amendment No. 1 of Napa County Agreement No. 230234B dated March 21, 2023, and as amended by Second Amendment to Napa County Agreement No. 230234B dated June 25, 2024 (collectively, the “Original FBO Lease”).

B. Lessee’s obligations under the Original FBO Lease are guaranteed by that certain Guaranty Agreement – Napa County Agreement No. 230235B by Guarantor in favor of County dated December 13, 2022 (the “Existing Guaranty”)

C. Leading Edge Jet Midco LLC, a Delaware limited liability company (“Borrower”) has obtained a loan from Royal Bank of Canada (“Lender”) in the aggregate maximum principal sum of THIRTY-FIVE MILLION AND 00/100 DOLLARS (\$35,000,000.00) (the “Loan”) pursuant to that certain Credit Agreement, dated as of March 11, 2022, between Borrower and Lender (as successor-in-interest to HSBC Bank Canada), as amended by that certain Amendment No. 1 and Waiver dated February 24, 2023, that certain Amendment No. 2 dated June 7, 2024, and that certain Third Amendment to Credit Agreement dated August 18, 2025 (collectively, the “Credit Agreement”). The obligations of Borrower under the Credit Agreement are guaranteed by Lessee pursuant to that certain Amended and Restated Subsidiary Guaranty, dated August 18, 2025, made by Lessee and certain other obligors in favor of Lender ( the “Lessee Guaranty”). In connection with the Lessee Guaranty, the Loan will be secured by a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing with respect to Lessee’s interest under the FBO Lease (the “Leasehold Deed of Trust”).

D. Borrower, Guarantor and Lessee are under common ownership and control and have business relationships between them and Lessee will benefit from the Loan.

E. Lessee has requested County’s consent to the Leasehold Deed of Trust.

F. The County has agreed to provide such consent in accordance with the terms set forth in that certain Amendment No. 3 of Napa County Agreement No. 230234B dated as of the date hereof (“Third Amendment”), which requires, among other things, that Lessee cause Guarantor to execute and deliver this Guaranty to confirm Guarantor’s obligations to guaranty Lessee’s obligations under the Original FBO Lease, as modified by the Third Amendment. The Third Amendment together with the Original FBO Lease shall be hereinafter collectively referred

to as the “FBO Lease.” The FBO Lease is hereby incorporated into and made a part of this Guaranty by reference.

G. County and Guarantor wish to amend and restate the Existing Guaranty in its entirety in order to set forth the terms under which Guarantor guaranties in favor of County, a foreclosure event under the Loan.

**NOW, THEREFORE**, for value received, Guarantor and County hereby agree that the Existing Guaranty is hereby amended and restated as follows, it being the intent of Guarantor and County that this Guaranty shall supersede and replace the Existing Guaranty in all respects:

## **GUARANTY**

### **1. RECITALS**

The Recitals above are true and are incorporated into and are a part of this Guaranty.

### **2. GUARANTEED OBLIGATIONS**

#### **2.1 Full Guaranty**

Guarantor hereby absolutely, unconditionally, and irrevocably guarantees: (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all rent, sums and charges of every type and nature payable by Lessee under the FBO Lease, including any amounts due to County by Lessee pursuant to the FBO Lease after a foreclosure action, power of sale, or otherwise has been fully adjudicated by Lender on Lessee’s leasehold interest under the FBO Lease, pursuant to the Leasehold Deed of Trust; and (ii) the full, timely and complete performance of all covenants, terms, conditions, obligations and agreements to be performed by Lessee pursuant to the FBO Lease, whether direct or indirect, primary or secondary, absolute or contingent, joint or several, and now or hereafter existing, or due or to become due (collectively, the “Guaranteed Obligations”).

#### **2.2 Performance of Guaranteed Obligations**

If Lessee fails to perform any of the Guaranteed Obligations, Guarantor will perform them on behalf of Lessee as provided in Section 2.13, or may negotiate with County to pay County an agreed upon sum of money in lieu of specific performance of the Guaranteed Obligations. Whether to accept money in lieu of performance will be within the sole unfettered discretion of County and will be in addition to all other rights and remedies provided under this Guaranty, the FBO Lease and applicable laws.

#### **2.3 Changes in Name or Ownership**

Any change or changes in the name of Lessee or Guarantor, or the ownership interest in Lessee or Guarantor, will not affect, or in any way limit or lessen, the liability or responsibility of Guarantor hereunder. This Guaranty will extend to the Guaranteed Obligations assumed by or assigned to any person, firm or corporation acquiring or carrying on the business of Fixed Base

Operations under the FBO Lease. Notwithstanding the foregoing, Guarantor agrees and covenants that so long as any of the Guaranteed Obligations remain outstanding under this Guaranty, there will be no change in the ownership interest in Guarantor which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

#### **2.4 Other Required Notice**

Guarantor will notify County promptly upon (and in no event later than fifteen (15) calendar days after) the occurrence of any of the following: (a) subject to Section 2.3, any change in the name or controlling interest in Guarantor, whether through sale, exchange, merger, consolidation or other transfer; (b) any change in Guarantor's financial condition which could reasonably be expected to have a material adverse effect on Guarantor's ability to perform any of its obligations under this Guaranty; or (c) the initiation of any bankruptcy proceeding by or against Guarantor which has not been dismissed within sixty (60) calendar days following the initiation thereof.

#### **2.5 Financial Information**

Guarantor shall provide, upon three (3) calendar days prior written notice, such of Guarantor's financial information as reasonably requested by County, solely to confirm that there has been no change in Guarantor's financial condition which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

#### **2.6 Nature of Guaranty**

Notwithstanding anything to the contrary set forth herein, and to the fullest extent permitted by applicable law, this Guaranty will in all respects be a continuing, absolute, irrevocable and unconditional guaranty of payment and performance of the Guaranteed Obligations, irrespective of: (i) the value, genuineness, validity, regularity or enforceability of the FBO Lease or any other agreement or instrument referred to herein or therein, or any substitution; (ii) any modifications, alterations, extensions or amendments of the FBO Lease (regardless of whether Guarantor consented to or had notice of same); (iii) any releases or discharges of Lessee other than the full release and complete discharge of all of the Guaranteed Obligations; (iv) County's failure or delay to assert any claim or demand or to enforce any of its rights against Lessee; (v) any extension of time that may be granted by County to Lessee; (vi) any assignment or transfer of all or any part of Lessee's interest under the FBO Lease whether by Lessee, by operation of law, by a foreclosure action, power of sale or otherwise; or (vii) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section that the obligations of Guarantor under this Guaranty will be absolute and unconditional under any and all circumstances. This Guaranty will remain in full force and effect until all Guaranteed Obligations, including any extensions or renewals of any thereof, have been satisfied in full.

## **2.7 Effect of Avoidance or Rescission**

Guarantor agrees that if, at any time, all or any part of any payment theretofore applied by Guarantor to any of the Guaranteed Obligations is avoided or must be rescinded or returned by County for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Lessee or Guarantor, or any lack of validity or enforceability of any provision of the FBO Lease) such Guaranteed Obligations will, for the purposes of this Guaranty, be deemed to have continued in existence, in full force and effect, and will not be avoided by Guarantor, even if avoided by Lessee, and this Guaranty will continue to be effective or be reinstated, as the case may be, as to such Guaranteed Obligations.

## **2.8 County's Rights**

County may, from time to time, in its sole unfettered discretion and without notice to Guarantor or consent from Guarantor, take any or all of the following actions, none of which will, or be deemed to, affect, modify, alter, relieve, or discharge Guarantor's obligations or liability hereunder: (a) retain or obtain a lien upon or a security interest in any property to secure any of the Guaranteed Obligations or any other obligations of Lessee to County; (b) retain or obtain other guaranties, whether primary or secondary obligations, in addition to Guarantor with respect to any of the Guaranteed Obligations or other obligations of Lessee to County; (c) extend or renew for one or more periods (whether or not longer than the original period) the term of the FBO Lease or any other agreement between Lessee and County, or the time for payment or performance of any of the Guaranteed Obligations or any other obligation of Lessee to County; (d) consent or not object to the assignment of all or any part of the Guaranteed Obligations or rights of Lessee including, but not limited to, the assignment of, or modification of the FBO Lease or any other agreement between Lessee and County; (e) alter, compromise, amend, accelerate or otherwise change or exchange any of the Guaranteed Obligations, or release or compromise any obligation of Guarantor, or any obligation of any nature of any other guarantor or obligated party with respect to any of the Guaranteed Obligations; (f) release or fail to perfect its lien upon, or security interest in, or impair, surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Guaranteed Obligations or any obligation hereunder, or extend or renew for one or more periods, whether or not longer than the original period, or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property; and (g) resort to Guarantor for payment of any of the Guaranteed Obligations, whether or not invoiced to or demanded from Lessee or whether County: (i) will have resorted to any property or security deposit securing any of the Guaranteed Obligations; or (ii) will have proceeded in civil litigation against Lessee or any other guarantor or obligor primarily or otherwise obligated with respect to any of the Guaranteed Obligations. All of the aforementioned actions are hereby expressly waived by Guarantor.

## **2.9 Application of Amounts Received**

Any amounts received by County from any source on account of the Guaranteed Obligations may be applied by County toward the satisfaction of such of the Guaranteed Obligations in such order of application as County may from time to time elect, in County's sole unfettered discretion.

## **2.10 Subordination; No Subrogation.**

Guarantor fully and unconditionally subordinates any claim which Guarantor may have against Lessee to the prior payment in full and satisfaction of all Guaranteed Obligations of Lessee to County. Notwithstanding anything to the contrary contained in this Guaranty or any payments made by Guarantor, Guarantor shall not have any right of subrogation in or under the FBO Lease or to participate in the rights and benefits accruing to County thereunder, all such rights of subrogation and participation, together with all of the contractual, statutory, or common law rights which Guarantor may have to be reimbursed for any payments Guarantor may make to, or performance by Guarantor of any of the Guaranteed Obligations for the benefit of, County pursuant to this Guaranty, being hereby expressly waived and released.

## **2.11 Waiver**

To the maximum extent permitted by law, Guarantor hereby expressly waives notice of the existence, creation, nonpayment or nonperformance of any or all of the Guaranteed Obligations or any default by Lessee under the FBO Lease.

## **2.12 Exhaustion**

County is not bound to exhaust its recourse against Lessee or any other parties, or securities it may hold, of any nature, before being entitled to payment or performance from Guarantor under this Guaranty. To the maximum extent permitted by law, Guarantor hereby knowingly and voluntarily waives and relinquishes, and agrees not to assert or take advantage of, the benefit of any law otherwise affecting the liability of Guarantor hereunder or enforcement of this Guaranty, of any type whatsoever. Without limiting the generality of the foregoing, Guarantor expressly waives any and all benefits under California Civil Code Sections 2787 to 2855, and California Code of Civil Procedure Sections 580a, 580b, 580d and 726.

## **2.13 Time of Performance or Payment**

If Guarantor is required to perform duties other than pay monies in order to satisfy any Guaranteed Obligations, Guarantor will, within fifteen (15) calendar days of written notice from County that Lessee has failed to fulfill the Guaranteed Obligations, or any one of them, promptly begin and diligently pursue performance of those Guaranteed Obligations. If Guarantor fails to promptly and diligently perform the Guaranteed Obligations as provided herein, then County may (but will not be obligated to) perform those Guaranteed Obligations on behalf of Guarantor and recover all of County's costs of doing so, plus receive interest on all money so expended by County from the date expended until reimbursed by Guarantor, at a rate equal to the lesser of ten (10%) percent per annum or the maximum rate allowed by law. If payment is due rather than performance, Guarantor will make payments to County in the amount of the Guaranteed Obligations due within fifteen (15) calendar days after demand is made, in writing, by County, to Guarantor at the address provided in Section 7. Any amounts payable by Guarantor hereunder will be made without setoff or counterclaim. Any amount not paid within said fifteen (15) calendar day period, or any judgment obtained against Guarantor on account of this Guaranty,

will bear interest at a rate equal to ten (10%) percent per annum, but not in any event higher than the maximum rate of interest allowed by law.

#### **2.14 Assignment of Rights**

If County, or any successor in interest and/or transferee of County, assigns or transfers any or all of its interest in the FBO Lease, the Guaranteed Obligations will be and remain Guaranteed Obligations for the purposes of this Guaranty, and each and every immediate and successive assignee or transferee will, to the extent of the interest of such assignee or transferee, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were County. County will retain an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Guaranty, for the benefit of County, as to the right to collect upon any of the Guaranteed Obligations which County has not assigned or transferred.

#### **2.15 Waiver of Defenses**

No failure or delay on the part of County in the exercise of any right, power or remedy will operate as a waiver thereof, and no single or partial exercise by County of any right or remedy will preclude other or further exercise thereof or the exercise of any other right, power or remedy. No modification or waiver of any of the provisions of this Guaranty will be binding upon Guarantor, except as expressly set forth in a writing duly signed and delivered on behalf of County by the Chair of Board of Supervisors, or his or her successor, or delegated Department Director, or authorized staff employee, or agent of County. No action of County permitted hereunder will in any way affect or impair the rights of County and the Guaranteed Obligations of Guarantor under this Guaranty. Guarantor hereby acknowledges that there are no conditions precedent to the effectiveness of this Guaranty.

### **3. ADDITIONAL COVENANTS, REPRESENTATIONS AND WARRANTIES**

#### **3.1 Guarantor's Access to Information, No Duty of County to Inform Guarantor**

Guarantor hereby warrants and represents to County that Guarantor now has, and will continue to have, independent means of obtaining information concerning the affairs, financial condition and business of Lessee. County will not have any duty or responsibility to provide Guarantor with any credit or other information concerning the affairs, financial condition or business of Lessee which may come into County's possession.

#### **3.2 Financial Information**

Guarantor hereby represents and warrants to County that the information that Guarantor has provided County regarding the financial condition of both Guarantor and Lessee is and remains, in all material respects, true and accurate as of the date of such information. Since such date, there has been no change in Guarantor's financial condition which could reasonably be expected to materially adversely affect Guarantor's ability to perform any of its obligations under this Guaranty.

#### **3.3 Miscellaneous Warranties and Representations**

Guarantor hereby further warrants and represents to County that: (a) the execution and delivery of this Guaranty and the performance by Guarantor of Guarantor's obligations hereunder

are within the right, power, authority and capacity of Guarantor; (b) this Guaranty has been duly executed and delivered by Guarantor and is the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, the making and performance of which do not and will not violate or constitute a default under any law, any presently existing requirement or restriction imposed by judicial, arbitral or any governmental instrumentality, or any agreement, instrument or indenture by which Guarantor is bound; (c) this Guaranty does not conflict with, will not cause a breach of, and will not constitute a default under any other agreements or contracts to which Guarantor is a party or by which it is bound; (d) that Guarantor is capable of performing the Guaranteed Obligations; and (e) that the value of consideration received, and to be received, by Guarantor in connection with the transactions contemplated under the FBO Lease is worth at least as much as the liabilities and obligations of Guarantor under this Guaranty, and that such liabilities and obligations are expected to benefit Guarantor either directly or indirectly.

### **3.4 Further Assurances**

Guarantor agrees that it will promptly take, execute and deliver, at its own expense, all such further acts, conveyances, documents, and assurances as County may from time to time request in order to effect this Guaranty.

### **3.5 Guaranty Binding on Successors**

This Guaranty will be binding upon Guarantor, and upon the heirs, legal representatives, successors and assigns of Guarantor. All references herein to Lessee shall mean the party identified in Recital A above and any other person or entity at any time assuming or succeeding to all or any portion of the Lessee's obligations under the FBO Lease, whether by operation of law, bankruptcy, foreclosure action, power of sale or otherwise .

## **4. GOVERNING LAW, JURISDICTION**

This Guaranty has been delivered at Napa, California, and will be governed by and enforced, construed in accordance with the laws of the State of California, without regard to any conflict of law, rule or principle that would call for the application of the laws of another jurisdiction. Guarantor hereby irrevocably consents and agrees to voluntarily submit to the jurisdiction of the state or federal courts sitting in Napa County, California, for any action under or to enforce this Guaranty, and further waived, to the maximum extent permitted by law, any defenses or objections to suit in such courts based on venue, *forum non conveniens*, or lack of personal jurisdiction. Nothing herein will, however, prevent County from bringing actions, suits or proceedings with respect to the Guaranteed Obligations or any other matter arising out of or connected with this Guaranty, or for the recognition or enforcement of any judgment rendered in any such action, suit or proceeding, in the courts of whatever jurisdiction in which the office of Lessee may be located or Guarantor or property of Guarantor is found or as otherwise to County will seem appropriate, or to affect the right to service of process in any other jurisdiction, in any manner provided by law.

## **5. ATTORNEY FEES**

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code or any administrative proceeding), is instituted in connection with any



controversy arising out of this Guaranty or to interpret or enforce any rights or obligations hereunder, County will be entitled to recover, in addition to all other expenses, charges, and fees as provided in this Guaranty, attorney, paralegal, accountant and other expert fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body before or at trial or on any appeal or petition for review, in addition to all other amounts provided by law. If County is required to seek legal assistance to enforce any term of this Guaranty or to enforce or collect any of the Guaranteed Obligations, County shall be entitled to recover all of the above fees from Guarantor, whether or not a proceeding is initiated. Whenever this Guaranty requires Guarantor to defend County, it is agreed that such defense will be by legal counsel acceptable to County.

**6. VALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of this Guaranty will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty will be prohibited by or invalid under such law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

**7. NOTICE**

Any and all notices and/or documents required or desired to be delivered hereunder will be in writing and will be delivered by personal delivery or by mailing copies thereof by certified mail, return receipt requested, postage prepaid, to the following addresses:

to Guarantor at:

c/o Leading Edge Jet Center  
PO Box 753  
Mount Pleasant, South Carolina 29465

with a copy to:

DLA Piper LLP (US)  
200 South Biscayne Boulevard, Suite 2500  
Miami, FL 33131-5341  
Attention: Jay Tannon; Jasmine Zacharias

to County:

Napa County Public Works Department  
1195 Third St., Ste. 101  
Napa, CA 94559  
Attention: Director of Public Works

with a copy to:

Napa County Airport  
2030 Airport Rd.  
Napa, CA 94558  
Attention: Airport Manager

Delivery will be deemed to be made either on the date personally delivered or five (5) calendar days after deposit in the United States mail of the same as certified mail, addressed as provided above. The address to which notices are to be delivered may be changed by giving written notice of such change in accordance with this notice provision.

**8. COUNTERPARTS**

This Guaranty may be executed in any number of counterparts, all of which together will constitute one and the same instrument. By executing this Guaranty, the parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature.

**9. ENTIRETY OF AGREEMENT.**

This Guaranty, 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 Guaranty and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof, including the Existing Guaranty.

[Signatures on the following page]

**IN WITNESS WHEREOF**, this Agreement is executed by the is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Alis IA Aviation LLC through its duly authorized officers.

ALIS IA AVIATION LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Ty Dubay  
Authorized Signatory

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: ANNE COTTRELL  
Title: Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Sabrina S. Wolfson, Deputy County Counsel</p> <p>Date: October 1, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: _____ Clerk of the Board of Supervisors</p> <p>By: _____</p>
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PREPARED BY  
AND UPON RECORDATION RETURN TO:  
Dentons Bingham Greenebaum LLP  
2700 Market Tower  
10 West Market Street  
Indianapolis, IN 46204  
Attention: Amy L. Gilliatt, Esq.

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**LESSOR CONSENT TO LEASEHOLD DEED OF TRUST**

THIS LESSOR CONSENT TO LEASEHOLD DEED OF TRUST (as it may be amended, restated, supplemented, extended or renewed from time to time, this “*Agreement*”) is made as of the \_\_\_\_ day of October, 2025, between **NAPA COUNTY**, a political subdivision of the State of California (“*Lessor*”), **ROYAL BANK OF CANADA** (“*Lender*”) and **SKYSERVICEUS CALIFORNIA LLC**, a Delaware limited liability company (“*Lessee*”).

**RECITALS:**

A. Lessor is the fee owner of the property described on Exhibit A (the “*Premises*”). Lessor and Lessee have entered into a certain lease agreement with respect to the Premises, as more particularly described on Exhibit B (the “*Lease*”).

B. Lender has agreed to make a certain loan or loans to Leading Edge Jet Midco LLC, a Delaware limited liability company (the “*Loan*”), which will be guaranteed by Lessee and secured by a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing with respect to Lessee’s interest under the Lease (the “*Leasehold Deed of Trust*”). Pursuant to the Leasehold Deed of Trust, Lessee has granted to Lender a lien on certain personal property collateral located at and used in connection with the Premises (the “*Collateral*”).

C. Lender and Lessee have requested that Lessor enter into this Agreement with respect to the rights and obligations of Lender, Lessee and Lessor with respect to the Lease and the Premises.

NOW, THEREFORE, the parties represent, warrant, covenant, and agree as follows:

1. Lease. Lessor represents and warrants to Lender that, as of the date of this Agreement:

- (a) the Lease is in full force and effect;
- (b) except as stated in Exhibit B, the Lease has not been modified, amended or changed in any material respect;

(c) the Lease is the entire agreement between Lessor and Lessee with respect to the Premises;

(d) to the actual knowledge of Lessor, there are no existing defaults by Lessee under the Lease;

(e) all amounts due, if any, by Lessee have been paid; and

(f) there are no pending disputes as between the parties to the Lease.

2. Consent. In accordance with Section 7.2 of the Lease, Lessor hereby consents to the execution by Lessee of the Leasehold Deed of Trust and agrees that (i) Lender is a “Permitted Mortgagee” under the Lease; (ii) the Leasehold Deed of Trust and the other documents executed or delivered in connection with the Loan (such other documents, together with the Leasehold Deed of Trust being referred to as the “*Loan Documents*”), insofar as such other Loan Documents affect or relate to the Premises, shall only encumber the Collateral and Lessee’s leasehold estate under the Lease and shall not constitute a lien, encumbrance, assignment or security interest on or with respect to Lessor’s rights under the Lease or Lessor’s fee interest in the Premises; and (iii) the Lease will supersede and not be subordinate to the Leasehold Deed of Trust.

3. Non-Disturbance Assurances. So long as the Lease is in full force and effect and the Lessor is not in breach in any material respect of its obligations under the Lease, Lender shall not name Lessor as a party defendant to any action for foreclosure or other enforcement of the Leasehold Deed of Trust (unless required by law in order to obtain jurisdiction, but in such case no judgment terminating the Lease will be sought by Lender). In no event shall the Lease be terminated by Lender in connection with, or by reason of, foreclosure or other proceedings for the enforcement of the Leasehold Deed of Trust, or by reason of a transfer of Lessee’s interest under the Lease pursuant to the taking of a deed or assignment in lieu of foreclosure (or similar device), provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights the Lease shall be in full force and effect and Lessor shall not be in breach in any material respect of any of the terms, covenants or conditions of the Lease or of this Agreement on Lessor’s part to be observed or performed.

4. Notice of Defaults and Termination.

(a) Lessor shall provide Lender with prompt notice of any asserted default against Lessee under the Lease. In the event of any act or omission of Lessee which would give Lessor the right, immediately or after lapse of time, to cancel or terminate the Lease, or to claim a partial or total eviction or to exercise any other remedy, Lessor shall not exercise such right or remedy unless Lessor has given written notice of such act or omission to Lender and Lender does not remedy such act or omission within a reasonable period of time (which reasonable period shall be within thirty (30) days after the period to which Lessee would be entitled under the Lease, after similar notice, to effect such remedy; *provided* that if such cure requires possession or control of the Premises or Collateral, Lender’s cure period shall continue for such additional time as Lender may reasonably require to take such action).

(b) In the event Lessor elects to terminate the Lease or Lessee’s right to possession of the Premises in accordance with the terms and conditions of the Lease after expiration of Lender’s

cure period provided for in clause (a) above, Lessor shall send Lender a written notice of termination (the “**Termination Notice**”) prior to terminating such Lease or right of possession.

5. Lender’s Right with Respect to the Collateral.

(a) Lender may remove the tangible Collateral from the Premises at all reasonable times after an uncured event of default by Lessee with respect to the Loan upon reasonable prior notice to Lessor. Such notice shall not be required, however, if Lessor has given a Termination Notice. Lender will not hold any auction or Collateral sale at the Premises.

(b) If Lessor terminates the Lease or Lessee’s right to possession of the Premises, Lender may enter the Premises to remove the tangible Collateral for a period of 30 days (the “**Removal Period**”) following receipt by Lender of the required Termination Notice. If Lender does not remove the tangible Collateral within the Removal Period, the tangible Collateral will be deemed abandoned by Lender, and Lessor may dispose of the tangible Collateral, at no cost to Lender and without liability to Lender, subject to the rights, if any, of Lessee under the Lease. A failure by Lessor to give Lender a Termination Notice will not affect the validity of any lease termination but instead will only delay the commencement of the Removal Period until Lessor gives the Termination Notice to Lender.

(c) Except to the extent that, pursuant to the Lease, Lessee would have had the right to remove such items upon expiration of the term of the Lease, in exercising Lender’s rights pursuant to this Section 5, Lender will not repossess or remove any item of property constituting fixtures or otherwise incorporated into the improvements at the Premises unless otherwise approved by Lessor in writing.

(d) Subject to any requirements set forth in the Leasehold Deed of Trust, Lender may enter upon the Premises at any reasonable time during normal business hours upon reasonable prior notice to Lessor and Lessee in order to inspect the Collateral.

(e) Lessor and Lessee acknowledge that Lender’s entrance upon, and use of the Premises for such limited purpose shall neither render Lender a tenant nor give rise to any obligations under the Lease or otherwise other than as set forth herein.

(f) Lender, at its option, will either repair any damage to the Premises caused by Lender’s or its agent’s or representative’s access to the Premises or removal of any personal property or reimburse Lessor for the reasonable cost of repairing the damage. Lender hereby indemnifies Lessor for any claim, liability or expense (including reasonable and documented attorneys’ fees) arising out of or in connection with Lender’s or its agent’s or representative’s entry upon the Premises and removal of the personal property.

6. Lender’s Right to Assign Lease or Enter New Lease.

(a) Lender acknowledges and agrees that it is a “Permitted Mortgagee” under the Lease and will comply with each and every obligation of a Permitted Mortgagee thereunder, including those set forth in Section 7.5 and 7.6 of the Lease.

(b) Subject to Lender's compliance with Sections 7.5 and 7.6 of the Lease, if Lender exercises its rights pursuant to the Leasehold Deed of Trust and forecloses on Lessee's interest pursuant to the Lease or obtains a deed or assignment of such interest in lieu of foreclosure:

- (i) Lender or the purchaser at foreclosure or deed in lieu of foreclosure (the "**Purchaser**") may acquire or obtain the interest of Lessee under the Lease pursuant to such foreclosure or transfer in lieu thereof.
- (ii) If Lender acquires the interest of Lessee under the Lease, Lender may further assign its interest as Lessee under the Lease to any third party approved by Lender. So long as such assignee assumes in writing all of Lessee's obligations under the Lease from and after the date of assignment, then, upon an assignment of the Lease by Lender as herein provided, Lender shall have no further liability under the Lease for obligations arising after such assignment.
- (iii) If Lender takes possession of the Premises, Lender will not be required to continuously operate the Premises, **provided** that Lender is at all times using reasonable diligence to obtain a new Lessee to operate the Premises and Lender is otherwise in compliance with the terms of the Lease.

(c) If Lender or any Purchaser becomes the Lessee under the Lease, (i) the Lender or such Purchaser shall be deemed to have assumed all of Lessee's rights and obligations under the Lease which are reasonably susceptible to being performed by such party; and (ii) the Premises may only be used for the purposes described in the Lease.

(d) For the avoidance of doubt, nothing in this Section 6 or otherwise in this Agreement shall be deemed to eliminate or reduce the conditions precedent applicable to, or obligations of, a lessee under the Lease.

7. Lessor's Rights. Lender shall send Lessor a copy of any notice of default Lender gives to Lessee under the Leasehold Deed of Trust (each, a "**Loan Default Notice**") at the same time Lender gives such Loan Default Notice to Lessee, as required by Section 7.3 of the Lease, and Lessor may, at its sole option, cure any Lessee default within the time periods provided under the Loan Documents. Lender's failure to deliver a Loan Default Notice to Lessor shall not result in or constitute an event of default under this Agreement, but shall extend the date for cure by Lessor by the same number of days by which such Loan Default Notice to Lessor is delayed.

8. Lien Subordination. Lessor hereby subordinates to Lender any and all liens, claims, demands or rights, however arising, including without limitation the right to levy, sue, execute or sell for unpaid rent, which Lessor now has or may hereafter acquire with respect to any Collateral, and all additions, replacements and substitutions therefor, and all of the proceeds thereof.

9. Notices.

(a) Addresses. All notices, demands, requests, directions or other communications (collectively, "**Notices**") required or expressly authorized to be made pursuant to this Agreement will be written and addressed (i) if to Lessor to the address set forth for Lessor on the Agreement

signature page or such other address as shall be notified in writing to Lender after the date hereof; (ii) if to Lender, at the address set forth for Lender on the Agreement signature page or such other address as shall be notified in writing to Lender after the date hereof; and (iii) if to Lessee at the address set forth for Lessee on the Agreement signature page or such other address as shall be notified in writing to Lessor and Lender after the date hereof. Notices may be given by hand delivery; by overnight delivery service, freight prepaid; or by US mail, postage paid.

(b) Effectiveness. Notices given as described above shall be effective and be deemed to have been received (i) upon personal delivery to a responsible individual at the address of the recipient, if the Notice is given by hand delivery; (ii) one business day after delivery to an overnight delivery service, if notice is given by overnight delivery service; and (iii) two business days following deposit in US mail, if notice is given by US mail.

10. General Provisions.

(a) No Effect on Documents. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall have any effect whatsoever on: (i) the Lease or any document related thereto or executed in connection therewith; or (ii) the obligations of Lessee under the Lease or any other document executed by and between Lessee and Lessor, whether or not related to the Premises.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(c) Controlling Law. This Agreement is made and entered into under, and shall be construed according to, the laws of the State and the jurisdiction where the Premises are located, but giving effect to federal laws applicable to national banks, without reference to the conflicts of law or choice of law principles thereof.

(d) No Recording. Except at the option or direction of Lender in Lender's sole and absolute discretion, neither this Agreement nor any memorandum or excerpt hereof may be recorded.

(e) Inconsistent Provisions. If any of the provisions, terms, and conditions hereof are ambiguous or inconsistent, or conflict with any of the terms and provisions of the Lease, the provisions, terms, and conditions of this Agreement shall control.

(f) Execution and Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(g) No Merger. If fee title to the Premises and the leasehold estate of Lessee pursuant to the Lease are held by the same person, such interest shall not merge but shall remain separate and distinct.



(h) Entire Agreement. This Agreement embodies the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. Lessor and Lessee acknowledge and affirm that Lessor or Lessee, as the case may be, did not rely on any statement, oral or written, not contained in this Agreement in making its decisions to enter into this Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Lessor Consent to Leasehold Deed of Trust has been executed by the parties as of the day and year first above written.

**LESSOR:**  
NAPA COUNTY

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

Address for Notices:

Director of Public Works/Director of Aviation  
Napa County Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Sabrina S. Wolfson Deputy County Counsel</p> <p>Date: October 1, 2025 PL No. 139976</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: _____ Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**ACKNOWLEDGMENT**

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

IN WITNESS WHEREOF, this Lessor Consent to Leasehold Deed of Trust has been executed by the parties as of the day and year first above written.

**LESSEE:**  
SKYSERVICEUS CALIFORNIA LLC

By: \_\_\_\_\_  
Printed Name: Ty Dubay  
Its: Authorized Signatory

Address for Notices:

c/o Leading Edge Jet Center  
PO Box 753  
Mount Pleasant, SC 29465  
Attn: Ben Murray, President and CEO  
Qi Tang, Chief Financial Officer

ACKNOWLEDGMENT

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

State of Ohio )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

IN WITNESS WHEREOF, this Lessor Consent to Leasehold Deed of Trust has been executed by the parties as of the day and year first above written.

**LENDER:**  
ROYAL BANK OF CANADA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:

885 West Georgia Street  
Vancouver, BC V6C 2G2  
Attn: David Rafferty

ACKNOWLEDGMENT

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[To be inserted.]

## **EXHIBIT B**

### **LEASE DESCRIPTION**

Ground Lease, License, and Operating Agreement – Napa County Agreement No. 230234B dated December 13, 2022 by and between Napa County, a political subdivision of the State of California, as lessor, and SkyserviceUS California LLC, a Delaware limited liability company, as lessee, as amended by Amendment No. 1 of Napa County Agreement No. 230234B dated March 21, 2023, as amended by Second Amendment to Napa County Agreement No. 230234B dated June 25, 2024, as amended by Amendment No. 3 to Ground Lease, License, and Operating Agreement dated as of the date hereof.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1752

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**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** James Reese, P.E., Associate Engineer

**SUBJECT:** Approve resolution for the Director of Public Works to execute agreements and certifications with the California Department of Transportation.

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### **RECOMMENDATION**

Adopt a Resolution granting the Director of Public Works authority to execute program supplement agreements, utility agreements, and right of way certifications with the California Department of Transportation. (No Fiscal Impact)

### **BACKGROUND**

Napa County is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation (“Caltrans”); and Caltrans requires the County to execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements before Napa County can request reimbursement for eligible expenses. Master Agreements commit Napa County to complying with federal regulations, policies, and procedures on all state or federally funded projects, and staff will ask the Board to approve future Master Agreements. Program Supplement Agreement includes additional requirements for specific projects in the Capital Improvement Program Budget.

Transportation projects may also require execution of Utility Agreements and Right of Way Certifications in order to secure property rights, address relocation needs, and coordinate with utility providers. Federal regulations require Napa County to submit a Right of Way Certification to Caltrans for review and acceptance before advertising a construction contract to potential bidders. Utility Agreements describe the utility infrastructure to relocate and which company or agency will pay for the relocations. Right of Way Certifications assure Caltrans that Napa County complied with right-of-way acquisition procedures. Staff recommends that the Board delegate signing these administrative documents to the Director of Public Works.

This resolution grants the Director of Public Works the authority to:

- Execute all Program Supplemental Agreements, including any amendments, required by Caltrans for

state or federally funded projects for which Napa County is eligible.

- Execute all necessary utility agreements and related documents, including but not limited to agreements for utility services, relocation of utilities, and utility easements, subject to applicable budgetary limitations, legal review, and County procurement policies.
- Execute all necessary Right of Way Certifications, including any amendments or related documents, certifying the County’s compliance with applicable federal and state requirements for property acquisition and relocation assistance.

Requested action:

Adopt a Resolution authorizing the Director of Public Works to execute program supplement agreements, utility agreements, and right of way certifications with the California Department of Transportation.

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	It is the Board’s prerogative to approve agreements or delegate authority to approve agreements. Approving the resolution will reduce staff time, costs, and the time to deliver projects by eliminating the need to get Board approval of program supplement agreements, utility agreements, and right of way certifications.
Is the general fund affected?	No
Future fiscal impact:	There would be a reduction in future costs.
Consequences if not approved:	Staff would continue to prepare Board Agenda Letters asking the Board to approve agreements.

**ENVIRONMENTAL IMPACT**

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



**RESOLUTION NO. 2025-\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE PROGRAM SUPPLEMENT AGREEMENTS, UTILITY AGREEMENTS, AND RIGHT OF WAY CERTIFICATIONS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the County of Napa is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation (“Caltrans”); and

**WHEREAS**, Caltrans requires the County to execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements before such funds may be claimed; and

**WHEREAS**, transportation projects may also require execution of Utility Agreements and Right of Way Certifications in order to secure property rights, address relocation needs, and coordinate with utility providers; and

**WHEREAS**, federal regulations require a Right of Way Certification to be submitted to Caltrans for review and acceptance before a construction contract can be authorized and awarded; and

**WHEREAS**, the Board of Supervisors recognizes the need for an efficient process to authorize and execute these agreements and certifications, and finds it necessary and prudent to delegate authority to the Director of Public Works, or designee, to act on behalf of the County in these matters.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Director of Public Works, or designee, is hereby authorized to execute all Program Supplemental Agreements, including any amendments, required by Caltrans for state or federally funded projects for which Napa County is eligible.
3. The Director of Public Works, or designee, is further authorized to execute all necessary utility agreements and related documents, including but not limited to agreements for utility services, relocation of utilities, and utility easements, subject to applicable budgetary limitations, legal review, and County procurement policies.
4. The Director of Public Works, or designee, is hereby authorized to execute all necessary Right of Way Certifications, including any amendments or related documents, certifying the County’s compliance with applicable federal and state requirements for property acquisition and relocation assistance.
5. This delegation of authority shall remain in effect until expressly revoked or amended by a subsequent resolution of the Board of Supervisors.

**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 21st day of October, 2025, by the following vote:

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

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>September 29, 2025</u></p> <p>PL No: <u>139865</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1757

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Amanda Exum, Staff Services Analyst II  
**SUBJECT:** Amendment No. 2 to Professional Services Agreement 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection

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### **RECOMMENDATION**

Approve and authorize Amendment 2 to Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to increase the maximum compensation from \$106,866 to \$108,161 for fiscal years 2025/26 and 2026/27 and to update the scope of work to add fire sprinkler systems services at 1950 Airport Road. (Fiscal Impact: \$1,295 Expense; Airport Fund; Budgeted; Discretionary)

### **BACKGROUND**

Today's action will approve Amendment 2 to the agreement with Marquee Fire Protection for fire sprinkler systems and equipment services. The amendment adds the Napa County Airport's 1950 Airport Road building, which houses Reach Air Medical and County Airport Operations staff, to the scope of work as a routine service location and updates the compensation maximums.

In fiscal years 2025-26 and 2026-27 the maximum compensation amount for routine services will increase from \$79,666 to \$80,961, maximum compensation for non-routine services will remain at \$27,200, and total annual maximum compensation will increase from \$106,866 to \$108,161 per fiscal year. For optional automatic renewal fiscal years 2027-28 and 2028-29 the maximum compensation amount for routine services will increase from \$87,795 to \$89,219, maximum compensation for non-routine services will remain at \$33,534, and total annual maximum compensation will increase from \$120,195 to \$121,619 per fiscal year.

On September 9, 2025 the Board approved Amendment 1 to add the Napa County Department of Corrections' new location at 2210 Napa-Vallejo Hwy, Napa, CA 94558 (Replacement Jail) to the scope of work, update the scope of work to reflect changes in services needs at various County locations, and update compensation maximums due to the changes in the scope of work. In fiscal years 2025-26 and 2026-27 the maximum compensation amount for routine and non-routine services increased to a new total of \$106,866 per fiscal year.

For optional automatic renewal fiscal years 2027-28 and 2028-29 the maximum compensation amount increased to a new total of \$120,195 per fiscal year.

On June, 4, 2024 the Board approved a professional services agreement with Marquee Fire Protection, LLC effective July 1, 2024, with a maximum compensation amount of \$77,235 for routine services and \$25,000 for non-routine services for a total of \$102,235 per fiscal year in fiscal years 2024-25, 2025-26, and 2026-27, with the option for automatic renewal for fiscal years 2027-28 and 2028-29 with a maximum compensation amount of \$85,143 for routine services and \$30,000 for non-routine services for a total of \$115,143 per fiscal year.

County staff issued a Request for Proposal (RFP) on February 15, 2024, for contracted professional fire sprinkler systems testing, inspection, and maintenance services. Marquee Fire Protection distinguished themselves as the most qualified of the six companies who submitted proposals and was selected by the panel to provide Napa County with fire sprinkler systems and equipment services.

Marquee Fire Protection is not a local vendor.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	There's sufficient appropriation to cover the current amendment increase in fund 5010, Airport Enterprise Fund.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Procurement of contracted fire sprinkler systems testing, inspection, and maintenance services at County facilities.
Is the general fund affected?	No
Future fiscal impact:	This agreement will continue to be budgeted in future fiscal years in the affected funds.
Consequences if not approved:	There will not be contracted fire sprinkler systems services at 1950 Airport Road placing the County at risk of being out of compliance with the standards set forth by the National Fire Protection Association (NFPA) and required by the California Office of the State Fire Marshal in the California Code of Regulations.

**ENVIRONMENTAL IMPACT**

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



**NAPA COUNTY AGREEMENT NO. 250008B  
AMENDMENT NO. 2**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 250008B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and MARQUEE FIRE PROTECTION, LLC, doing business as MARQUEE FIRE PROTECTION, whose mailing address is 3875 Atherton Road, Suite 200, Rocklin, CA 95765-3716, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, by Napa County Agreement No. 250008B entered into as of June 4, 2024, (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide specialized services, as authorized by Government Code section 31000, in order to provide inspection, testing, and maintenance services of the County’s fire sprinkler systems and equipment; and

**WHEREAS**, on September 9, 2025, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to include an additional scope of work at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558, update the scope of work to reflect changes in services needs at various locations, and update compensation maximums due to the changes in the scope of work.

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to include 1950 Airport Road as a routine service location to the scope of work and update compensation maximums due to the changes in the scope of work.

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

**TERMS**

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

1. Paragraph 2, “**Scope of Services**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-2”, attached hereto and incorporated by reference herein. All services to be performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa CA 94558 must be approved by the Director of Corrections or their designee prior to commencement of the work.

2. Paragraph 3, “**Compensation**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:

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. All non-routine services performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558 must be approved by the Director of Corrections or their designee prior to commencement of work.

(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 as follows in the chart below; 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. The FY27/28 and FY28/29 amounts apply if Agreement is extended pursuant to paragraph 1.

Fiscal Year	Routine Services Public Works	Routine Services Corrections	Non-Routine Services Public Works	Non-Routine Services Corrections	Annual Maximum
FY24/25	77,235		25,000		102,235
FY25/26	77,751	3,210	25,000	2,200	108,161
FY26/27	77,751	3,210	25,000	2,200	108,161
FY27/28	85,685	3,534	30,000	2,400	121,619
FY28/29	85,685	3,534	30,000	2,400	121,619

3. Paragraph 7, “**Insurance**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:

7. **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 “D” attached hereto and incorporated herein by reference.

(a) Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit “D”.

4. Except as provided in paragraphs 1 through 3 above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

5. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

6. This Amendment No. 2 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. 2 and shall have the same force and effect as a manually executed original.

**IN WITNESS WHEREOF**, this Amendment No. 2 is executed by the parties hereto as of the date first above written.

MARQUEE FIRE PROTECTION, LLC doing business as  
MARQUEE FIRE PROTECTION



By [Signature]  
JEFF AWTREY, C.E.O.

By [Signature]  
KIMBERLY REED, C.O.O.

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

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

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Sabrina S. Wolfson Deputy County Counsel</p> <p>Date: October 3, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> <p>_____</p>
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## EXHIBIT “A-2”

### SCOPE OF WORK

#### I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following routine and non-routine/emergency inspection, testing, and maintenance of automatic fire sprinkler systems and equipment. All services shall conform to acceptable industry standards as established by the National Fire Protection Association (NFPA) and as referenced, incorporated, and required by the California Office of the State Fire Marshal in the California Code of Regulations and other applicable codes, laws, and regulations.

During the term of this Agreement, COUNTY may request changes in service frequency, additional routine sites, or removal of routine sites if services are no longer required.

#### Routine Services:

CONTRACTOR shall provide COUNTY with three **Quarterly** and one **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of sprinkler equipment at the following locations. Unless otherwise indicated, all locations are in Napa, California.

<b>Building</b>	<b>Address</b>	<b>Equipment</b>
New Jail - Corrections	1125 Third Street	1 Sprinkler – Wet Riser
Hall of Justice (Old Jail)	1125 Third Street	1 Sprinkler – Wet Riser
Administration	1195 Third Street	1 Sprinkler – Wet Riser
1127 First Street	1127 First Street	1 Sprinkler – Wet Riser
1917 First Street	1917 First Street	1 Residential Sprinkler – Wet Riser
5 <sup>th</sup> Street Parking Garage	1100 Fifth Street	1 Sprinkler – Wet Riser
ITS/HHSA	650 Imperial Way	2 Sprinkler – Wet Risers
Juvenile Justice Center	212 Walnut Street	1 Sprinkler – Wet Riser
Animal Shelter	942 Hartle Court	1 Sprinkler – Wet Riser
Homeless Shelter	100 Hartle Court	1 Sprinkler – Wet Riser
Equipment Pool - Fleet	3075 California Boulevard	2 Sprinkler – Wet Risers
Bella Drive	1046 Bella Drive	1 Residential Sprinkler - Wet Riser
M1/M2	Napa State Hospital 2100 Napa-Vallejo Hwy	1 Sprinkler – Wet Riser
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers
South Campus Bldg B	2751 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers
South Campus Bldg A	2751 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers, 1 Sprinkler – Preaction
South Campus Bldg 4	2721 Napa Valley Corporate Drive	1 Sprinkler – Wet Riser, 1 Sprinkler – Preaction
Sheriff Office	1535 Airport Boulevard	1 Sprinkler – Wet Riser
Airport – Hanger Bldg	1950 Airport Road	1 Sprinkler – Wet Riser
Airport	2000 Airport Road	5 Sprinkler – Wet Risers
Re-Entry	2200 Napa-Vallejo Highway	5 Sprinkler – Wet Risers
Yountville Fire Station	7401 Solano Ave, Yountville	1 Sprinkler – Wet Riser

*A partial trip test of preaction systems is required annually. A full trip test of preaction systems is required every three (3) years. See NFPA 25.*

CONTRACTOR shall provide COUNTY Department of Corrections with three **Quarterly** and one **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of sprinkler equipment at the following location.

Building	Address	Equipment
Replacement Jail - Corrections	2210 Napa-Vallejo Hwy	2 Sprinkler – Dry Riser

*A partial trip test of dry systems is required annually. A full trip test of dry systems is required every three (3) years. See NFPA 25.*

CONTRACTOR shall provide COUNTY with 11 **monthly** and one **Annual** (doubles as the 12<sup>th</sup> monthly) inspection and testing for the fire pump at the following location. Location is in Napa, California.

Building	Address	Equipment
New Jail	1125 Third Street	1 Electric Fire Pump – Horizontal

CONTRACTOR shall provide COUNTY with one **Annual** inspection and testing of hydrants and replacement of fire hoses at the following locations. All locations are in Napa, California.

Building	Address	Equipment
South Campus – Entire Campus	2751/2721 Napa Valley Corporate Drive	12 Hydrants
Sheriff Office	1535 Airport Boulevard	5 Hydrants
Airport	2000 Airport Road	14 Hydrants
Re-Entry	2200 Napa-Vallejo Highway	4 Hydrants
Hall of Justice (Old Jail)	1125 Third Street	10 Fire Hoses
Juvenile Justice Center	212 Walnut Street	2 Fire Hoses

CONTRACTOR shall provide COUNTY Department of Corrections with one **Annual** inspection and testing of hydrants at the following location.

Building	Address	Equipment
Replacement Jail - Corrections	2210 Napa-Vallejo Hwy	6 Hydrants

CONTRACTOR shall provide COUNTY with two Semi-Annual inspections, testing, and maintenance of kitchen hood systems (service) and two **Semi-Annual** OR four **Quarterly** inspection and cleaning of grease buildup at the following locations. All locations are in Napa, California.

Building	Address	Equipment	Frequency of Cleaning Service
Juvenile Justice Center	212 Walnut Street	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	Semi-Annual
Re-Entry	2200 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	Semi-Annual

M1/M2	2100 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	Semi-Annual
South Campus Bldg (Provisions Cafe)	2751 Napa Valley Corporate Drive	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	Semi-Annual

If during the course of providing services the CONTRACTOR identifies system or equipment deficiencies, the CONTRACTOR shall notify COUNTY of the deficiency and/or recommended/needed repairs.

**Non-Routine and Emergency Services:** CONTRACTOR shall provide the COUNTY with authorized non-routine inspections (including 5-year inspections), testing, maintenance (including kitchen hood cleanings), and emergency testing and maintenance services for all fire sprinkler systems and equipment and kitchen hood systems as requested by the County’s Director of Public Works or designee at the hourly rates provided in Exhibit “B-2”, plus parts.

CONTRACTOR shall provide the COUNTY with authorized non-routine inspections (including 5-year inspections), testing, and maintenance services and emergency testing and maintenance services for the fire sprinkler system and equipment at the Replacement Jail Facility as requested by the County’s Director of Corrections or designee at the hourly rates provided in Exhibit “B-2”, plus parts.

Emergency call back services shall be provided within four (4) hours of request.

**Hours and Frequency of Service:** All inspections, testing, and maintenance will be performed between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday, excluding holidays.

If any equipment malfunction occurs after a related routine or non-routine service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related routine or non-routine service, outside regular routine hours, the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rates provided in Exhibit “B-2”.

Call back services shall be provided within twenty-four (24) hours of request.

**Written Reports:** A written report, utilizing the forms established by the NFPA, shall be provided for each inspection and test at each location. Reports are due to the Napa County Facilities Superintendent within five (5) working days of each inspection and test/service.

**Minimum Certifications and Licensing:** A California C-16 Fire Protection Contractor license is required. Registration with the California Department of Industrial Relations (DIR) is required, and a valid DIR registration number must be maintained throughout the entirety of the contract.

**Subcontracting of Services:** If the CONTRACTOR wishes to use a subcontractor not specified in CONTRACTOR’S proposal, prior written approval must be obtained. If a subcontract for work or

services is performed, the subcontract must contain all required provisions of this Agreement. All invoicing must be through this Agreement. Direct invoicing from subcontractors is prohibited.

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

**EXHIBIT “B-2”**

**COMPENSATION**

CONTRACTOR shall provide **Quarterly** and **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of COUNTY fire sprinkler systems as outlined in Exhibit “A-2” and listed in the charts below at the following rates:

**ROUTINE RATES                      YEARS 2-3    Effective Date of Amendment 1-JUNE 30, 2027**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b>1<sup>st</sup> Qtrly</b>	<b>2<sup>nd</sup> Qtrly</b>	<b>3<sup>rd</sup> Qtrly</b>	<b>4<sup>th</sup> Qtrly/ Annual</b>	<b>Yearly Cost</b>
New Jail - Corrections	1125 Third Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
Hall of Justice (Old Jail)	1125 Third Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
Administration	1195 Third Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
1127 First Street	1127 First Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015
1917 First Street	1917 First Street	Residential Sprinkler – Wet Riser	\$185	\$185	\$185	\$360	\$915
5 <sup>th</sup> Street Parking Garage	1100 Fifth Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$720	\$1,275
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #1	\$135	\$135	\$135	\$730	\$1,135
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #2	\$135	\$135	\$135	\$730	\$1,135
Juvenile Justice Center	212 Walnut Street	Sprinkler – Wet Riser	\$185	\$185	\$185	\$2,160	\$2,715
Animal Shelter	942 Hartle Court	Sprinkler – Wet Riser	\$135	\$135	\$135	\$720	\$1,125
South Napa Homeless Shelter	100 Hartle Court	Sprinkler – Wet Riser	\$135	\$135	\$135	\$720	\$1,125
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #1	\$185	\$185	\$185	\$540	\$1,095
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #2	\$185	\$185	\$185	\$540	\$1,095
Bella Drive	1046 Bella Drive	Residential Sprinkler – Wet Riser	\$135	\$135	\$135	\$360	\$765
M1/M2	Napa State Hospital – 2100 Napa-Vallejo Highway	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,460	\$2,015

South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$95	\$95	\$95	\$1,460	\$1,745
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$95	\$95	\$95	\$1,460	\$1,745
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$95	\$95	\$95	\$1,460	\$1,745
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$95	\$95	\$95	\$1,460	\$1,745
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$95	\$95	\$95	\$1,080	\$1,365
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$95	\$95	\$95	\$1,080	\$1,365
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Preaction	\$95	\$95	\$95	\$1,080	\$1,365
South Campus Bldg 4	2721 Napa Valley Corporate Drive	Sprinkler – Wet Riser	\$95	\$95	\$95	\$960	\$1,245
South Campus Bldg 4	2721 Napa Valley Corporate Drive	Sprinkler – Preaction	\$95	\$95	\$95	\$960	\$1,245
Sheriff Office	1535 Airport Boulevard	Sprinkler – Wet Riser	\$185	\$185	\$185	\$1,800	\$2,355
Airport-Hanger Bldg	1950 Airport Road	Sprinkler – Wet Riser	\$185	\$185	\$185	\$740	\$1,295
Airport	2000 Airport Road	Sprinkler – Wet Riser #1	\$148	\$148	\$148	\$435	\$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #2	\$148	\$148	\$148	\$435	\$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #3	\$148	\$148	\$148	\$435	\$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #4	\$148	\$148	\$148	\$435	\$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #5	\$148	\$148	\$148	\$435	\$879
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #1	\$148	\$148	\$148	\$360	\$804

Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #2	\$148	\$148	\$148	\$360	\$804
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #3	\$148	\$148	\$148	\$360	\$804
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #4	\$148	\$148	\$148	\$360	\$804
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #5	\$148	\$148	\$148	\$360	\$804
Yountville Fire Station	7401 Solano Avenue, Yountville	Sprinkler – Wet Riser	\$280	\$280	\$280	\$720	\$1,560
<b>TOTAL</b>							<b>\$49,645</b>

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Sprinkler – Dry Riser #1	\$95	\$95	\$95	\$960	\$1,245
Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Sprinkler – Dry Riser #2	\$95	\$95	\$95	\$960	\$1,245
<b>TOTAL</b>							<b>\$2,490</b>

**ROUTINE RATES**

**YEARS 4-5**

**JULY 1, 2027-JUNE 30, 2029**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b>1<sup>st</sup> Qtrly</b>	<b>2<sup>nd</sup> Qtrly</b>	<b>3<sup>rd</sup> Qtrly</b>	<b>4<sup>th</sup> Qtrly/ Annual</b>	<b>Yearly Cost</b>
New Jail - Corrections	1125 Third Street	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,600	\$2,209
Hall of Justice (Old Jail)	1125 Third Street	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,600	\$2,209
Administration	1195 Third Street	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,600	\$2,209
1127 First Street	1127 First Street	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,600	\$2,209
1917 First Street	1917 First Street	Residential Sprinkler – Wet Riser	\$203	\$203	\$203	\$396	\$1,005
5 <sup>th</sup> Street Parking Garage	1100 Fifth Street	Sprinkler – Wet Riser	\$203	\$203	\$203	\$792	\$1,401
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #1	\$148	\$148	\$148	\$803	\$1,247
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #2	\$148	\$148	\$148	\$803	\$1,247
Juvenile Justice Center	212 Walnut Street	Sprinkler – Wet Riser	\$203	\$203	\$203	\$2,376	\$2,985
Animal Shelter	942 Hartle Court	Sprinkler – Wet Riser	\$148	\$148	\$148	\$792	\$1,236

South Napa Homeless Shelter	100 Hartle Court	Sprinkler – Wet Riser	\$148	\$148	\$148	\$792	\$1,236
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #1	\$203	\$203	\$203	\$594	\$1,203
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #2	\$203	\$203	\$203	\$594	\$1,203
Bella Drive	1046 Bella Drive	Residential Sprinkler – Wet Riser	\$148	\$148	\$148	\$396	\$840
M1/M2	Napa State Hospital – 2100 Napa-Vallejo Highway	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,606	\$2,215
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$105	\$105	\$105	\$1,606	\$1,921
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	\$105	\$105	\$105	\$1,188	\$1,503
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	\$105	\$105	\$105	\$1,188	\$1,503
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Preaction	\$105	\$105	\$105	\$1,188	\$1,503
South Campus Bldg 4	2721 Napa Valley Corporate Dr	Sprinkler – Wet Riser	\$105	\$105	\$105	\$1,056	\$1,371
South Campus Bldg 4	2721 Napa Valley Corporate Drive	Sprinkler – Preaction	\$105	\$105	\$105	\$1,056	\$1,371



Sheriff Office	1535 Airport Boulevard	Sprinkler – Wet Riser	\$203	\$203	\$203	\$1,980	\$2,589
Airport-Hanger Bldg	1950 Airport Road	Sprinkler – Wet Riser	\$203	\$203	\$203	\$815	\$1424
Airport	2000 Airport Road	Sprinkler – Wet Riser #1	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #2	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #3	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #4	\$162	\$162	\$162	\$478	\$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #5	\$162	\$162	\$162	\$478	\$964
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #1	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #2	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #3	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #4	\$162	\$162	\$162	\$396	\$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #5	\$162	\$162	\$162	\$396	\$882
Yountville Fire Station	7401 Solano Avenue, Yountville	Sprinkler – Wet Riser	\$308	\$308	\$308	\$792	\$1,716
<b>TOTAL</b>							\$54,548

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Sprinkler #1-Dry Riser	\$105	\$105	\$105	\$1,056	\$1,371
Replacement Jail – Corrections	2210 Napa-Vallejo Highway	Sprinkler #2-Dry Riser	\$105	\$105	\$105	\$1,056	\$1,371
<b>TOTAL</b>							\$2,742

CONTRACTOR shall provide COUNTY with 11 **Monthly** and one **Annual** (doubles as the 12<sup>th</sup> monthly) inspection and testing of the following fire pump as outlined in Exhibit “A-2” and listed in the charts below at the following rates:

**ROUTINE RATES                      YEARS 1-3                      JULY 1, 2024-JUNE 30, 2027**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b>Monthly</b>	<b>Annual</b>	<b>Yearly Cost</b>
New Jail	1125 Third Street	Electric Fire Pump - Horizontal	\$450	\$1,080	\$6,030

**ROUTINE RATES****YEARS 4-5****JULY 1, 2027-JUNE 30, 2029**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b>Monthly</b>	<b>Annual</b>	<b>Yearly Cost</b>
New Jail	1125 Third Street	Electric Fire Pump - Horizontal	\$495	\$1,200	\$6,645

CONTRACTOR shall provide COUNTY with one **Annual** inspection and testing of hydrants and replacement of fire hoses as outlined in Exhibit “A-2” and listed in the charts below at the following rates:

**ROUTINE RATES****YEARS 2-3****Effective Date of Amendment 1-JUNE 30, 2027**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b># of Equipment</b>	<b>Cost Per Unit of Equipment</b>	<b>Yearly Cost</b>
South Campus – Entire Campus	2751/2721 Napa Valley Corporate Drive	Hydrants	12	\$120	\$1,440
Sheriff Office	1535 Airport Boulevard	Hydrants	5	\$120	\$600
Airport	2000 Airport Road	Hydrants	14	\$120	\$1,680
Re-Entry	2200 Napa-Vallejo Highway	Hydrants	4	\$120	\$480
Hall of Justice (Old Jail)	1125 Third Street	Fire Hose	10	\$245	\$2450
Juvenile Justice Center	212 Walnut Street	Fire Hoses	2	\$245	\$490
<b>TOTAL</b>					<b>\$7,140</b>

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Hydrants	6	\$120	\$720
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**ROUTINE RATES****YEARS 4-5****JULY 1, 2027-JUNE 30, 2029**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b># of Equipment</b>	<b>Cost Per Unit of Equipment</b>	<b>Yearly Cost</b>
South Campus – Entire Campus	2751/2721 Napa Valley Corporate Drive	Hydrants	12	\$132	\$1,584
Sheriff Office	1535 Airport Boulevard	Hydrants	5	\$132	\$660
Airport	2000 Airport Road	Hydrants	14	\$132	\$1,848
Re-Entry	2200 Napa-Vallejo Highway	Hydrants	4	\$132	\$528
Hall of Justice (Old Jail)	1125 Third Street	Fire Hose	10	\$270	\$2,700
Juvenile Justice Center	212 Walnut Street	Fire Hoses	2	\$270	\$540
<b>TOTAL</b>					<b>\$7,860</b>

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Hydrants	6	\$132	\$792
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CONTRACTOR shall provide COUNTY with two **Semi-Annual** inspections, testing, and maintenance (Service) of COUNTY kitchen hood systems and two **Semi-Annual** or four **Quarterly** inspection and cleaning (Cleaning) of grease buildup as outlined in Exhibit “A-2” and listed in the charts below at the following rates:

**ROUTINE RATES                      YEARS 2-3                      Effective date of Amendment 1-JUNE 30, 2027**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b>1<sup>st</sup> Semi-Annual Service</b>	<b>2<sup>nd</sup> Semi-Annual Service</b>	<b>1<sup>st</sup> Semi-Annual Cleaning</b>	<b>2<sup>nd</sup> Semi-Annual Cleaning</b>	<b>Yearly Cost</b>
Juvenile Justice Center	212 Walnut Street	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	\$682	\$682	\$1,423	\$1,423	\$4,210
Re-Entry	2200 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	\$585	\$585	\$1,170	\$1,170	\$3,510
M1/M2	2100 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	\$585	\$585	\$1,163	\$1,163	\$3,496
South Campus Bldg B (Provisions Cafe)	2751 Napa Valley Corporate Drive	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	\$ 617	\$617	\$1,243	\$1,243	\$3,720
<b>TOTAL</b>							<b>\$14,936</b>

**ROUTINE RATES                      YEARS 4-5                      JULY 1, 2027-JUNE 30, 2029**

<b>Building</b>	<b>Address</b>	<b>Equipment</b>	<b>1<sup>st</sup> Semi-annual Service</b>	<b>2<sup>nd</sup> Semi-annual Service</b>	<b>1<sup>st</sup> Semi-annual Cleaning</b>	<b>2<sup>nd</sup> Semi-annual Cleaning</b>	<b>Yearly Cost</b>
Juvenile Justice Center	212 Walnut Street	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	\$750	\$750	\$1,565	\$1,565	\$4,630
Re-Entry	2200 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	\$760	\$760	\$1,287	\$1,287	\$4,094
M1/M2	2100 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	\$643	\$643	\$1,280	\$1,280	\$3,846
South Campus Bldg B (Provisions Cafe)	2751 Napa Valley Corporate Drive	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	\$ 678	\$678	\$1,353	\$1,353	\$4,062
<b>TOTAL</b>							<b>\$16,632</b>

**NON-ROUTINE AND EMERGENCY RATES                      YEARS 1-3                      JULY 1, 2024-JUNE 30, 2027**

<b>Job Title/Service Type/Product Item</b>	<b>Regular Rate per hour</b>	<b>Overtime Rate per hour</b>	<b>Double Time Rate per hour</b>
Inspection	\$185	\$260	\$335
Repair	\$185	\$260	\$335
Pump Inspection	\$185	\$260	\$335
Hose Maintenance	\$185	\$260	\$335
Pump Testing	\$185	\$260	\$335
Hydrant Test	\$185	\$260	\$335
Hood Service	\$240	\$338	\$435

**NON-ROUTINE AND EMERGENCY RATES      YEARS 4-5    JULY 1, 2027-JUNE 30, 2029**

<b>Job Title/Service Type/Product Item</b>	<b>Regular Rate per hour</b>	<b>Overtime Rate per hour</b>	<b>Double Time Rate per hour</b>
Inspection	\$195	\$275	\$350
Repair	\$195	\$275	\$350
Pump Inspection	\$195	\$275	\$350
Hose Maintenance	\$195	\$275	\$350
Pump Testing	\$195	\$275	\$350
Hydrant Test	\$195	\$275	\$350
Hood Service	\$252	\$358	\$455

**CONTRACTOR DEFINED HOURS**

Regular Business Hours: Monday – Friday 6:00 a.m. – 5:00 p.m., 8-hour shift / 40-hour work week

Overtime: All hours more than 8 and up to 12 in a workday, all hours worked more than 40 hours in a work week, and work on Saturdays.

Double Time: All hours more than 12 hours in a workday, Sunday, and holidays, and more than 8 hours on a 7<sup>th</sup> consecutive workday.

**Payment of California Prevailing Wage is required.**

**EXHIBIT “D”**  
**INSURANCE REQUIREMENTS**

**D.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 and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County’s Risk Manager.

**D.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:

**D.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.

**D.2.2 Professional Liability/Errors and Omissions.** Not required.

**D.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 D.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.

**D.3 Certificates of Coverage.** All insurance coverages referenced in paragraph D.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.

**D.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.

**D.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.

**D.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph D.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph D.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.

**D.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.

**D.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.

**D.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.



Napa County  
Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1758

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Amanda Exum, Staff Services Analyst II  
**SUBJECT:** Amendment No. 5 to Professional Services Agreement 230037B with HCI Services, Inc.

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**RECOMMENDATION**

Approve and authorize Amendment No. 5 to Agreement No. 230037B with HCI Services, Inc. to increase the maximum compensation from \$74,220 to \$86,202 for fiscal year 2025-26 and for the optional renewal term, to update the scope of work to add fire alarm services for the Replacement Jail and 1950 Airport Road and to reflect other changes in service needs at various County locations. (Fiscal Impact: \$11,982 Net Expense; Various Funds; Budgeted; Discretionary)

**BACKGROUND**

Today's action will approve Amendment No. 5 to Agreement No. 230037B with HCI Services, Inc for fire alarms systems services. The amendment adds the Napa County Department of Corrections' Replacement Jail as new testing and inspection services location at 2210 Napa-Vallejo Hwy, Napa, CA 94558 to the scope of work, adds the Napa County Airport's 1950 Airport Road building, which houses Reach Air Medical and County Airport Operations staff, as a new monitoring and inspection and testing service location, updates the scope of work to reflect changes in services needs at various County locations, and updates compensation maximums.

In current fiscal year 2025-26 and optional automatic renewal fiscal year 2026-27 the maximum compensation amount for routine services will increase to \$56,202 and non-routine services will increase to \$30,000 for a total maximum compensation of \$86,202 per fiscal year. Service changes to various Property Management fund locations will decrease the maximum compensation by \$1,080 for routines services, the addition of the 1950 Airport Road building will increase maximum compensation by \$1,320, and the addition of the Replacement Jail to the scope of work will increase maximum compensation by \$6,742 for routine services and \$5,000 for non-routine services for a net expense increase of \$11,982 per fiscal year.



On November 7, 2023, the Board of Supervisors authorized Amendment No. 4 of this agreement to increase maximum compensation for non-routine services for fiscal year 2023-24 so that the appropriate repairs could be completed at the Napa County Airport. Amendment No. 4 increased maximum compensation for non-routine services in fiscal year 2023-24 only.

On June 6, 2023, the Board of Supervisors authorized Amendment No. 3 of this agreement to increase maximum compensation to accommodate the need for additional non-routine services to complete repairs to the fire alarm system at 2000 Airport Road at the Napa County Airport.

On March 14, 2023, the Board of Supervisors authorized Amendment No. 2 of this agreement to amend the scope of work to add monitoring, testing, and inspection services of the fire alarm system at Carneros Fire Station 210 and to provide adequate compensation for non-routine services at various County locations.

On November 8, 2022, the Board of Supervisors authorized Amendment No. 1 of this agreement to amend the scope of work to add monitoring services of the fire alarm system at the drug and alcohol treatment center formerly operated by Center Point on behalf of the County and to provide adequate compensation to replace a damaged and inoperable fire alarm panel located at the Napa County Airport.

On June 21, 2022, as a result of a competitive request for proposals conducted in 2022, the Board of Supervisors authorized Agreement No. 230037B with HCI Services, Inc. to provide annual monitoring, testing, inspection, and maintenance of fire alarms located in County owned and operated buildings.

HCI Services, Inc. is not a local vendor.

### **FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The agreement is budgeted in funds 1000, 2000, 2100, 4300, 5010, and 5020. This Amendment No. 5 affects funds 1000, 4300, and 5010. There's sufficient appropriation to cover the current amendment increases.
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Maintenance of fire alarm systems is required to ensure the safe and consistent operation of County-owned or operated facilities.
Is the general fund affected?	Yes
Future fiscal impact:	This agreement will continue to be budgeted in future fiscal years in the affected funds.

Consequences if not approved:

There would not be testing and inspection services of the fire alarm system at the Replacement Jail and 1950 Airport Road, nor the ability to address critical maintenance placing the County at risk of being out of compliance with the standards set forth by the National Fire Protection Association (NFPA 72).

**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. 230037B  
AMENDMENT NO. 5**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 5 OF NAPA COUNTY AGREEMENT NO. 230037B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and HCI SERVICES, INC., a California corporation; whose business address is 1219 E. Elm Street,, Ontario, CA 91761, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, by Napa County Agreement No. 230037B entered into as of June 21, 2022, (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide annual monitoring, testing, inspection and maintenance of fire alarms located in COUNTY owned or operated buildings; and

**WHEREAS**, on November 8, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services; and

**WHEREAS**, on March 14, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services; and

**WHEREAS**, on June 6, 2023, COUNTY and CONTRACTOR entered into Amendment No. 3 to the Agreement to increase maximum compensation to accommodate the need for additional non-routine services; and

**WHEREAS**, on November 7, 2023, the COUNTY and CONTRACTOR entered into Amendment No. 4 to increase the compensation to accommodate the need for additional non-routine services to complete repairs to the fire alarm system at 2000 Airport Road at the Napa County Airport; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to add routine testing and inspection of fire alarm system at the Napa County Department of Corrections located at 2210 Napa Vallejo Hwy, Napa, CA 94558 to the scope of work, add routine monitoring and testing and inspection of the fire alarm system at 1950 Airport Road, update the scope of work to reflect other changes in service needs at various locations, update compensation maximums to reflect the changes in the scope of work, and update the agreement’s insurance provisions.

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

**TERMS**

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

1. Paragraph 2, “**Scope of Services**”, is hereby amended by deleting the existing language in its entirety and replacing it with the following:
  2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-3”, attached hereto and incorporated by reference herein. All services to be performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa CA 94558 must be approved by the Director of Corrections or their designee prior to commencement of the work.
  
2. Paragraph 3, “**Compensation**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:
  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-5”, attached hereto and incorporated by reference herein. All non-routine services performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558 must be approved by the Director of Corrections or their designee prior to the commencement of work.
    - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
    - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) above, the maximum payments under this Agreement shall be as follows; 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. The FY26/27 amount applies if Agreement is extended pursuant to paragraph 1.

Fiscal Year	Routine Services Public Works	Routine Services Corrections	Non-Routine Services Public Works	Non-Routine Services Corrections	Annual Maximum
FY22/23	\$49,220		\$120,000		\$169,220
FY23/24	\$49,220		\$105,000		\$154,220
FY24/25	\$49,220		\$25,000		\$74,220
FY25/26	\$49,460	\$6,742	\$25,000	\$5,000	\$86,202
FY26/27	\$49,460	\$6,742	\$25,000	\$5,000	\$86,202

3. Paragraph 7, “**Insurance**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:
  7. **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 “E” attached hereto and incorporated herein by reference.

(a) Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit “E”.

4. Paragraph 13, “**Notices**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:

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.

NAPA COUNTY DEPARTMENT OF PUBLIC WORKS

Napa County Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

CONTRACTOR

HCI Services, Inc.  
1219 E. Elm Street  
Ontario, CA 91761

All notices related to equipment located, and work performed at 2210 Napa-Vallejo Hwy should be sent to:

NAPA COUNTY DEPARTMENT OF CORRECTIONS

Napa County Department of Corrections  
2210 Napa-Vallejo Hwy  
Napa, CA 94558

5. Except as provided in paragraphs 1 through 4 above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

6. This Amendment No. 5 shall be effective as of October 3, 2025.

7. This Amendment No. 5 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

8. This Amendment No. 5 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. 5 and shall have the same force and effect as a manually executed original.

**IN WITNESS WHEREOF**, this Amendment No.5 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

**HCI SERVICES, INC.,**

By *Drew Turner*  
DREW TURNER, President

By *Dario Canizales*  
CARLA ROBLES, Controller

NAPA COUNTY, a political subdivision of  
the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Sabrina S. Wolfson</i></u> Deputy County Counsel</p> <p>Date: <u>October 3, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT “A-3”**  
**SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

**I. DESCRIPTION OF SERVICES**

I. CONTRACTOR shall provide COUNTY with monitoring along with annual inspections and testing, and necessary maintenance at the locations listed below. Inspection and testing shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code.

CONTRACTOR shall email inspection reports to the COUNTY’s Maintenance Supervisor within five (5) working days of test/service.

CONTRACTOR shall complete Napa County Department of Corrections Visitor Security Clearance Form to enter the Jail, illustrated in Exhibit “D”.

CONTRACTOR shall service all installed devices at included location.

CONTRACTOR shall provide needed maintenance, including parts, for all listed types of alarm panels.

<b>Building</b>	<b>Address</b>	<b>Panel</b>	<b>Devices</b>	<b>Square Footage</b>	<b>Monitoring Needed</b>
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes

Center Point	2100 Napa-Vallejo Hwy (M1 &M2)	Notifier AFP200	161	13,599	Yes
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored Local
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2
Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2
Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	237	23,680	Yes
Carneros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes

**DEPARTMENT OF CORRECTIONS**

<b>Building</b>	<b>Address</b>	<b>Panel</b>	<b>Devices</b>	<b>Square Footage</b>	<b>Monitoring Needed</b>
Replacement Jail-Corrections	2210 Napa-Vallejo Hwy	Notifier NF32-3030	544	109,302	No

All denoted quantities are approximate. Unless otherwise indicated, all locations are in Napa, California.

II. CONTRACTOR shall provide COUNTY with monitoring along with annual inspections and testing and necessary maintenance, with 25% of total equipment tested each quarter, at the locations listed below. Inspection and testing shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code.

CONTRACTOR shall email inspection reports to the COUNTY’s Maintenance Supervisor within five (5) working days of test/service.

CONTRACTOR shall complete Napa County Department of Corrections Visitor Security Clearance Form to enter the Jail, illustrated in Exhibit “D”.

CONTRACTOR shall service all installed devices at included location.

CONTRACTOR shall provide needed maintenance, including parts, for all listed types of alarm panels.



<b>Building</b>	<b>Address</b>	<b>Panel</b>	<b>Devices</b>	<b>Square Footage</b>	<b>Monitoring Needed</b>
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes
JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes
New Jail	1125 Third St.	Notifier 1010	260	60,000	No – Reports to Hall of Justice
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	81,525	Yes
Airport – Hanger Bldg	1950 Airport Rd.	Silent Knight 6808	16	15,000	Yes
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes
South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes

All denoted quantities are approximate. Unless otherwise indicated, all locations are in Napa, California.

III. CONTRACTOR shall provide COUNTY with monitoring at the following ITS Cold Room locations and shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code. Unless otherwise indicated, all locations are in Napa, California.

<b>Building</b>	<b>Address</b>	<b>Panel</b>	<b>Devices</b>	<b>Square Footage</b>	<b>Monitoring Needed</b>
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes

650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes
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**IV. Non Routine and Emergency Services:** CONTRACTOR shall provide COUNTY with authorized non-routine maintenance, authorized repair services, and authorized emergency service as requested by the County’s Director of Public Works or designee at the hourly rates provided in Exhibit “B-5”, plus parts.

CONTRACTOR shall provide COUNTY with authorized non-routine maintenance and authorized emergency services at the Replacement Jail facility as requested by the County’s Director of Corrections or designee at the hourly rates provided in Exhibit “B-5”, plus parts.

**Response Time:** CONTRACTOR shall communicate receipt of requests for non-routine maintenance and repair services within twenty-four (24) hours. CONTRACTOR shall provide on-site Emergency service within four (4) hours of requests.

**Written Reports:** A written report, utilizing the format established by the NFPA, shall be provided for each inspection and test at each location. CONTRACTOR shall email inspection reports to the COUNTY’s Maintenance Supervisor within five (5) working days of test/service.

**Hours and Frequency of Service:** All inspections and testing will be performed between the hours of 6:30 am and 8:30 am, or as mutually determined by either the COUNTY’s Director of Public Works or Designee or the COUNTY’s Director of Corrections, for the Replacement Jail facility, and CONTRACTOR, Monday through Friday, excluding holidays to minimize the effect on normal operation of the facilities, each of which has special security needs.

**Minimum Certifications and Licensing:** A California C10 Contractor’s License is required. Registration with the California Department of Industrial Relations (DIR) is required in order submit a proposal and a valid DIR registration number must be maintained throughout the entirety of the contract.

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

**EXHIBIT "B-5"**  
**COMPENSATION**

<b>Building</b>	<b>Address</b>	<b>Panel</b>	<b>Devices</b>	<b>Square Footage</b>	<b>Monitoring Needed</b>	<b>Monitoring Cost</b>	<b>Testing / Inspection Cost</b>
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes	\$360	\$2,560
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes	\$360	\$640
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes	\$360	\$640
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes	\$360	\$640
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes	\$360	\$640
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes	\$360	\$640
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes	\$360	\$320
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local		\$640
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes	\$360	\$640
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes	\$360	\$640
Center Point	2100 Napa-Vallejo Hwy (M1 &M2)	Notifier AFP200	161	13,599	Yes	\$360	\$2,560
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored		\$320
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2		\$320
Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)	\$900	\$320
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2		\$320

Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	237	23,680	Yes	\$360	\$1,280
Carneros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes	\$360	\$640
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes	\$360	\$1,280
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes	\$360	\$2,560
JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local		\$3,840
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes	\$360	\$3,840
New Jail	1125 Third St.	Notifier 1010	260	60,000	No – Reports to Hall of Justice		\$3,840
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	81,525	Yes	\$360	\$3,840
Airport Hanger Bldg	1950 Airport Road	Silent Knight 6808	16	15,000	Yes	\$960	\$360
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes	\$360	\$3,840
South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes	\$360	\$1,600
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes	\$360	\$1,280
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes	\$360	
650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes	\$360	
<b>Sub Total Annual Cost</b>						\$9,420	\$40,040
<b>TOTAL ANNUAL COST</b>						\$49,460	

**DEPARTMENT OF CORRECTIONS**

Building	Address	Panel	Devices	Square Footage	Monitoring Needed	Monitoring Cost	Testing/ Inspection Cost
Replacement Jail-Corrections	2210 Napa-Vallejo Hwy	Notifier NF32-3030	544	109,302	No		\$6,742
<b>Sub Total Annual Cost</b>						\$0	\$6,742
<b>TOTAL ANNUAL COST</b>						\$6,742	

**DIR Number: PW-LR-1000401285**

**All Pricing in the above chart shall be on an annual basis**

**Non-Routine and Emergency Services:** Contract may include up to \$120,000 for fiscal year 22/23, \$105,000 for fiscal year 23/24, \$25,000 for fiscal year 24/25, and \$30,000 per fiscal year for fiscal years 25/27 and 26/27 for non-routine and emergency services at the hourly rate listed below, plus parts.

Hourly Rate for Maintenance and Service is \$180
Discount off List Price for Parts is 10%

**Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage.**

## **EXHIBIT “E” INSURANCE REQUIREMENTS**

**E.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 and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County’s Risk Manager.

**E.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:

**E.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.

**E.2.2 Professional Liability/Errors and Omissions.** Not required.

**E.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 E.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.

**E.3 Certificates of Coverage.** All insurance coverages referenced in paragraph E.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.

**E.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.

**E.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.

**E.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph E.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph E.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.

**E.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.

**E.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.

**E.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.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1763

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Public Works Director  
**REPORT BY:** Steven Lederer, Public Works Director  
**SUBJECT:** Receive a report on emergency projects currently under construction

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### **RECOMMENDATION**

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

[4/5 vote required]

### **BACKGROUND**

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

#### **Project 1: Mt. St. Helena Communications Tower Emergency Generator Replacement (\$145,313)**

The County currently has a 40-foot-tall telecommunications tower atop the South Peak of Mt. St. Helena that was built in 1970. This site is critical for the operation of public safety communication throughout the county serving local government, law enforcement, and fire agencies.

In April of 2025, the emergency generator that previously provided power during outages ceased operation. To temporarily resolve this, Public Works borrowed one mobile generator from the Office of Emergency Services (OES) to operate on standby at the communications tower. While this temporary solution works in the short term, it limits resources that OES can deploy in emergency situations. Additionally, there is concern that the fuel capacity of the mobile generator may not meet the operational time required for emergency situations at the communications tower during a power outage. Because of the tower's remote location, access to the tower during an emergency may be significantly hampered, making refilling the temporary generator's fuel tank during an emergency challenging. If the communications tower is left without power, especially in an emergency, this has the potential to severely affect the response of emergency agencies to the public.



Public Works staff determined that it is necessary to replace the temporary generator with a permanent generator, equipped with a higher capacity fuel tank that will be suitable to power the communications tower in an emergency, as soon as possible. Staff went through Sourcewell to obtain a quote for a contractor with the ability to provide and install the replacement generator. Based on the Sourcewell quote received, Public Works executed a contract with Peterson Power Systems, Inc. for the replacement of the emergency generator.

**Status:** The replacement generator ordering is underway and a delivery date is being determined.

**Project 2: Yountville Fire Department Bathroom Emergency Repairs (\$373,620)**

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer response time to travel back to the station.

**Status:** Shower room No. 1 is complete. Shower room No. 2 is started and is scheduled to complete in the middle of November.

The Board has previously approved funding and no additional funds are being requested at this time. Good progress is being made, and staff recommends continuing these projects to conclusion in order to expeditiously protect public safety and property.

Requested Action:

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner.
Is the general fund affected?	No
Consequences if not approved:	If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].



Napa County  
Board Agenda Letter

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Board of Supervisors

Agenda Date: 10/21/2025

File ID #: 25-1785

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Leigh Sears, Concessions Manager  
**SUBJECT:** Renewal of Interim Concession Contract for Steele Canyon Resort Area

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**RECOMMENDATION**

Approve and authorize Amendment No. 1 to Agreement No. 240192B with Steele Canyon Campground Inc., for continued operation of the Steele Canyon Resort Area at Lake Berryessa until October 31, 2026, with an option to renew for one additional year. (Fiscal Impact: revenue estimated at \$20,000 per year; Lake Berryessa Concessions Fund; Budgeted; Discretionary)

**BACKGROUND**

The United States Bureau of Reclamation (BOR) and the County entered into Managing Agreement Number 20-LC-20-2623 (Napa County Agreement No. 200285B) dated March 9, 2020, for the administration, operation, maintenance and development of public recreation facilities at Lake Berryessa. Since October 31, 2023, the Steele Canyon recreation area has been operating under an interim concession contract (Agreement No. 240192B) with Steele Canyon Campground Inc. Steele Canyon Campground Inc. is managed by Joseph (Rocky) Costanzo, a resident of Berryessa Highlands. The concession contract is “interim” because the Steele Canyon recreation area is under an Exclusive Negotiation Agreement between the County and WhiTim Napa LLC for potential development and long-term operation, which could result in turning the site over to a new operator.

The interim concession contract for the Steele Canyon recreation area expires on October 31, 2025. This proposed amendment will extend the contract until October 31, 2026, with an option for County staff to renew the contract for one additional year, until October 31, 2027. The other terms of the interim concession contract will remain the same, including the County receiving 3% of the gross revenue from operating the site. The County’s share amounts to about \$20,000 per year. The amendment will also clarify that any employees living on site must leave promptly after the interim concession contract ends in accordance with BOR regulations.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 240192B with Steele Canyon Campground Inc.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Lake Berryessa Concessions Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	County agreed with Bureau of Reclamation to operate resort areas at Lake Berryessa.
Is the general fund affected?	No
Future fiscal impact:	County will receive 3% of gross revenue generated from operating the resort area, or about \$20,000 per year.
Consequences if not approved:	County will need to close the resort area or find a new operator for the site.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from the California Environmental Quality Act under CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing or former use.

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 240192B**

**INTERIM CONCESSION CONTRACT  
STEELE CANYON RESORT AREA**

**THIS AMENDMENT NO. 1 (“Amendment”) TO AGREEMENT NO. 240192B** (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between Napa County, a political subdivision of the State of California (“County”), and Steele Canyon Campground Inc. (“Concessionaire”).

**RECITALS**

**WHEREAS**, the United States Bureau of Reclamation (“BOR”) and County entered into Managing Agreement Number 20-LC-20-2623 (Napa County Agreement No. 200285B), dated March 9, 2020, for the administration, operation, maintenance and development of public recreation facilities, protection of natural and cultural resources, and provision of public health and safety at Lake Berryessa.

**WHEREAS**, County and Concessionaire entered into Agreement No. 240192B (“Agreement”) effective November 1, 2023, for Concessionaire to operate the Steele Canyon Resort Area at Lake Berryessa (“Property”) while the County pursues a long term agreement for development and operation of resort concessions at the site; and

**WHEREAS**, the Agreement expires on October 31, 2025, and the parties would like to extend the Agreement for one year, with an option to extend the Agreement again for another year;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged, the parties amend the Agreement as follows:

1. Section 1, Paragraph A.1 of the Agreement is amended to read in full as follows:
  1. Period of Performance

This Agreement, herein and hereafter referred to as the “Interim Concession Contract” shall be effective on November 1, 2023, and shall expire on October 31, 2026, unless terminated earlier in accordance with this Interim Concession Contract. County may extend the term of the Interim Concession Contract one additional year, in its sole discretion, on the same terms and conditions by providing written notice to Concession Contractor at least sixty (60) days prior to the expiration date.

2. County and Concession Contractor agree that while employee housing is allowed at the Property pursuant to Exhibit D, Paragraph D.3.d.xxv of this Agreement, federal law only allows employees to live on concession property while concessions are being operated for public use pursuant to federal regulations found at 43 C.F.R. § 429.4(b)(6). Otherwise, residing on BOR

land is prohibited pursuant to federal regulations found at 43 C.F.R. § 429.31(b). Contractor shall ensure that none of its employees are residing at the Property beyond 10 days after this Agreement is terminated or expires.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**IN WITNESS WHEREOF**, this Amendment No. 1 is executed by the County, acting by and through the Chair of the Board of Supervisors, and by Concessionaire through its duly authorized officer.

STEELE CANYON CAMPGROUND INC.

By:   
 JOSEPH R. COSTANZO, President

NAPA COUNTY, a political subdivision of  
 the State of California

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

<p>APPROVED AS TO FORM                  Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u>                  Chief Deputy County Counsel</p> <p>Date: <u>October 9, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY                  BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____                  Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS                  Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County  
Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1602

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**TO:** Board of Supervisors  
**FROM:** Brianna Jones for Oscar Ortiz - Sheriff/Coroner, Deputy Director of Emergency Services  
**REPORT BY:** Gillian Gallagher, Staff Services Analyst I  
**SUBJECT:** Agreement with Everbridge, Inc.

---

**RECOMMENDATION**

Approve and authorize Agreement No. 260183B with Everbridge, Inc for the term November 1, 2025 to October 31, 2028, for emergency Alert and Warning communication services. (Fiscal Impact: \$46,099 Expense; General Fund; Budgeted; Mandatory)

**BACKGROUND**

Napa County Office of Emergency Services (OES), under Government Code section 8593.8 and in alignment with CalOES Statewide Alert and Warning Guidelines, oversees and distributes Emergency Alert and Warning communications to the Napa County Operational Area and, when necessary, to residents in bordering counties. The Operational Area consists of five cities, the unincorporated area and is adjacent to Sonoma, Lake, and Solano Counties.

With the expiration of the current Everbridge contract ending October 31, 2025, OES conducted a Request for Proposal (RFP) to evaluate the national availability of Alert and Warning Platforms. Additionally, OES consulted with surrounding counties to gain peer reviews of Alert and Warning systems. All to ensure OES, as lead agency of the service agreement, is providing the most current and optimal platform to residents on behalf of Napa County. Following a comprehensive review, Everbridge was chosen to continue services with Napa County.

Everbridge submitted their proposal maintaining the current annual cost of \$46,099, with no additional annual cost or implementation fee. OES, along with several local jurisdictions and agencies, pay a percentage of the overall contract to provide the County with pertinent and actionable messages during emergencies and disasters. Everbridge assists OES and other jurisdictions within Napa County, providing them with the ability to

communicate critical information to certain sections of the population or Napa County as a whole.

Everbridge incorporates the Integrated Public Alert and Warning System (IPAWS) license from Federal Emergency Management Agency (FEMA). FEMA authorized the use of IPAWS to local agencies to alert the public to events that pose a significant threat to life and property. IPAWS is a public warning system not a public notification system. Alerts issued by an authorized public agency using IPAWS may be disseminated to: Broadcast Media - Early Alert Systems (EAS), cellphones, and other mobile devices - Wireless Emergency Alerts (WEA).

OES and Everbridge conduct monthly meetings to review and enhance the program and its capabilities to provide an idealistic Alert and Warning system for the residents of Napa County. These collaborations will continue with the implementation of the new agreement.

Requested Actions:

Approve and Authorize the chair to sign Agreement No. 260183B with Everbridge, Inc. in the amount of \$138,298 for the term November 1, 2025, through October 31, 2028, for critical Alert and Warning communication services.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Office of Emergency Services - 1380000
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Under Government Code section 8593.7, counties are required to provide an Alert and Warning system. This agreement complies with State requirements and meets the CalOES Statewide Alert and Warning Guidelines, while also allowing access to IPAWS dissemination within one platform.
Is the general fund affected?	Yes
Future fiscal impact:	There will be an annual fee of \$46,099.21 cost covered by OES, County Public Health, County Fire, County Public Works, County Housing and Homeless, Napa Courts, Napa County Office of Education, American Canyon Fire, City of American Canyon, Napa City OES, St Helena OES, Calistoga OES, and Calistoga PD.
Consequences if not approved:	If not approved, OES will be out of compliance with the Government Code requirements and the CalOES Statewide Alert and Warning Guidelines. The absence of an emergency alert and warning system would threaten the safety of life and property.



**ENVIRONMENTAL IMPACT**

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

## NAPA COUNTY AGREEMENT NO. 260183B

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 7th day of October, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Everbridge, Inc whose address is 8300 Boone Blvd. Suite 800 Vienna, VA 22182, hereinafter referred to as “Consultant.”

#### RECITALS

- A. County wishes to obtain professional services to access communication services through the Everbridge platform known to the county as “Alert Napa County” the county’s alert and warning system.
- B. Consultant was selected to provide professional services through RFP OES022501 after a competitive process conducted pursuant to OES022501.
- 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.

**1.3.1 Disclaimer.** THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONSULTANT HEREUNDER, AND CONSULTANT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONSULTANT PROVIDES THE SOLUTIONS “AS IS” AND DOES NOT WARRANT THAT THE SOLUTION WILL PROVIDE INFORMATION OR OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONSULTANT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO INFORM COUNTY OR DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**1.3.2 Message Transmission Risks.** The solutions transmit information, data, and content to supported contact paths for public and private networks and carriers using the standard protocol for each path. The County acknowledges that the use of messaging services, including email, voice calls, and SMS, carries a risk of messages being delayed, undelivered, or incomplete due to the involvement of multiple third-party entities in the transmission process, including entities that the recipient and service providers the client or recipient select. The final delivery of messages is dependent on the networks, carriers, and devices managed by the County or recipient, which are beyond the Consultant’s control. Therefore, the Consultant cannot and does not guarantee delivery and advises against relying solely on any single messaging channel for critical communication.

**1.3.3 Third-Party Services.** County may be able to access and use third-party applications, data, content, software, or services that are integrated into or otherwise made a part of the Services (“Third-Party Services”). Consultant is not responsible for the acts or omissions of any third party that provides the Third-Party Services. County acknowledges that such Third-Party Services are controlled by the applicable third parties and are subject to such third parties’ terms and conditions. Consultant provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith.

**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.

## **1.8. Definitions**

**1.8.1 "Contacts"** are County individuals designated as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Consultant, including through an opt-in portal.

**1.8.2 "Professional Services"** means any training or professional services of Consultant or its affiliates identified in a Quote.

**1.8.3 "Quote"** means the applicable quote, order form or other ordering document (e.g., statement of work) in which the nature of the offering and key commercial terms are identified, including the applicable Solutions and any Professional Services. Each Quote forms a material part of this Agreement.

**1.8.4 "Services"** means the Solutions and, if applicable, any Professional Services.

**1.8.5 "Solution(s)"** means the proprietary solution(s) and platform(s) of Consultant or its affiliates identified in a Quote.

**1.8.6 "Users"** are County individuals who are authorized by County from time to time to use the Solutions for the purposes of serving as system administrators, sending notifications, configuring templates, reporting, or managing data, or performing similar functions, and who have been supplied user identifications and passwords by County. Users may include employees and contractors of County or its affiliates.

## **1.9 Proprietary Rights & Related Protections**

**1.9.1 Grant of Use Rights.** Subject to the usage requirements of Section 7.4, Consultant hereby grants to County, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to, solely for its internal business purposes, (a) for those Solutions expressly indicated on a Quote (or documents referenced therein) as intended for download by the County, to download and install the Solutions in object code form only on the number of servers and for the Users specified in the Quote; and/or (b) otherwise access and use the Solutions that are offered on a remotely-hosted basis by Consultant (in which case a copy of the software itself will not be made available for download).

## **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 October 31, 2028 (“Initial Term”), 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. Consultant may temporarily suspend County’s access to the Solutions or any portion thereof for (a) emergency network repairs, threats to, or actual breach of network security; or (b) any legal, regulatory, or governmental prohibition affecting the Solution. Consultant shall use its best efforts to notify County through Consultant’s client portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

**2.3 Termination for Convenience.** [Intentionally Deleted]

**2.4 Termination for Cause.** County or Consultant may terminate this Agreement for default if the other party fails to satisfactorily perform any material obligation required by this Agreement. Default includes, but is not limited to, County’s payment obligations and Consultant’s failure to timely provide services in accordance with the schedule. If either party fails to satisfactorily cure a default within thirty (30) days of receiving written notice from the non-breaching party specifying the nature of the default, the non-breaching party may terminate this Agreement, and terminate each and every right of the breaching party, and any person claiming any rights by or through the breaching party under this Agreement. The rights and remedies of either party enumerated in this paragraph are in addition to and independent of their rights under any other provision of this Agreement and any right or remedy available at law or in equity.

**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 the fixed price of (\$46,099.21) per contract year during the Initial Term of this Agreement.

**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 \$46,099.21 per contract year; 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. Provided, however, if County exceeds any role-based numbers, messaging credits or other usage levels specified in Consultant's quote, then Consultant may invoice County for any overages at the then applicable rate.

**3.2 Payment Process.** Consultant may submit one invoice per contract year, annually in advance, to the Emergency Services Office, Napa OES, who will review the invoice to confirm its contents match the services ordered. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice. County shall pay the fees within thirty (30) days from receipt of the approved 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 AND LIABILITY

**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.

**5.6 Liability Limits.**

**5.6.1.** Neither Party shall be liable for any lost profits (other than from applicable fees), revenues, goodwill, business interruption, indirect, incidental, or consequential damages under or in connection with this Agreement (including indemnification), even if a Party or its affiliates have been advised of the possibility of such damages or if a Party's or its affiliates' remedy otherwise fails of its essential purpose.

**5.6.2** Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by gross negligence, fraud, or other liability where such liability may not properly be limited or excluded by applicable law.

**5.6.3** Except with respect to amounts owed pursuant to the indemnification obligations under Clause 5.1 (Indemnification), Consultant's maximum aggregate liability shall in no event exceed the fees paid by County to Consultant under the applicable Quote form during the twelve (12) month period prior to when the claim arose. Each Party understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 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.

**7.4 Use of Solutions.** County’s Users and Contacts may use the Services on County’s behalf, provided County remains responsible and liable for the acts and omissions of each, (including its provision of County Data to Consultant) and the applicable Consultant Policies, including but not limited to Consultant’s Acceptable Use Policy available at <https://www.everbridge.com/company-policies>. Consultant shall be responsible for ensuring that

there is a lawful basis for sending communications and, where applicable, obtaining the consent of or providing notice to Contacts.

## 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 any directly pertinent books, documents, papers, and records of Consultant's involving transactions relating to 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. Consultant may fulfill this audit requirement by digitally delivering all pertinent records.

**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  
Brianna Jones  
Napa County OES  
1535 Airport Blvd  
Napa, CA 94558

CONSULTANT  
Everbridge, Inc  
8300 Boone Blvd. Suite 800  
Vienna, VA 22182

**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.** Each Party, as a receiving Party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the Agreement which is either designated in writing as proprietary and or/confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonable be understood to be confidential by the receiving Party ("the "Confidential Information"). For the avoidance of doubt, the Services are deemed the Confidential Information of Consultant and the County Data is Confidential Information of the County.

In performing its obligations under the Agreement, Consultant may come in contact or review citizens' confidential data, contact information, and other identifying information. Consultant shall treat and hold this information in strict confidence. Consultant shall not disclose or sell these 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.

The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "Properties"), whether conceived by Consultant alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Consultant or its affiliates, and its licensors and are protected by applicable intellectual property laws of the United States and other countries.

**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the

early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

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

**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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

EVERBRIDGE, INC.

By *Shirley Devlin-Lebow*  
Shirley Devlin-Lebow (Oct 7, 2025 09:14:15 PDT)  
 SHIRLEY DEVLIN-LEBOW, Chief Accounting Officer

By *Noah Webster*  
 NOAH WEBSTER, Chief Legal and Compliance Officer

NAPA COUNTY, a political subdivision of  
 the State of California

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

<p>APPROVED AS TO FORM                  Office of County Counsel</p> <p>By: <u><i>Shana A. Bagley</i></u>                  Deputy County Counsel</p> <p>Date: <u>October 3, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY                  BOARD OF SUPERVISORS</p> <p>Date: _____                  Processed By: _____                  _____                  Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS                  Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT A SCOPE OF SERVICES

### I. Description of Goods and/or Services

Consultant shall provide The AlertNapaCounty system shall support concurrent use by multiple representatives from different jurisdictions – Cities, Towns, and County partners with multiple agencies represented under each city, town, and county account. The Office of Emergency Services (OES) will be the account administrator and be responsible for managing cities, towns, and county agencies under the main system.

The AlertNapaCounty system is expected to include 5 jurisdictions, City of American Canyon, City of Napa, Town of Yountville, City of St. Helena, and City of Calistoga, along with multiple agencies represented under the county's account.

The AlertNapaCounty system must support County access to IPAWS and all IPAWS functionality, including Wireless Emergency Alerting (WEA), EAS, NOAA, and all other provisions supported by FEMA's Common Alerting Protocol (CAP).

IPAWS and WEA Messaging must be able to deliver emergency messages and notifications from any of our 5 jurisdictions or from Napa County to each of the boundaries listed above without the messages or notifications "bleeding over" into non-impacted jurisdictions OR having limited "bleed over". Unless noted through Memorandums of Understanding (MOU) with surrounding jurisdictions. Messaging shall be delivered with enhanced geo-targeting reaching 100 percent of the targeted area with no more than 1/10th of a mile (528 feet) overshoot (WEA 3.0 compliant). A city not affected by an emergency should not have its residents' receiving messages initiated by another impacted city or area.

**The remaining scope of work is described in more detailed in the attached Quotation Q-203271-1.**





everbridge.com

**Prepared for:**

Napa County OES  
11535 Airport Blvd  
Napa CA 94558  
United States

**Quotation**

**Quote #:** Q-203271-1  
**Date:** 7/30/2025  
**Expires On:** 10/17/2025  
**Confidential**

**Salesperson:** Joanna Walter  
**Phone:**  
**Email:** joanna.walter@everbridge.com  
**Payment Term:** Net 30  
**Entity ID:** Everbridge, Inc. - 26-1919312

<b>Contract Summary Information:</b>	
Contract Period:	36 Months
Contract Start Date:	11/1/2025
Contract End Date:	10/31/2028

Year 1

QTY	DESCRIPTION	PRICE
138,019	Public Communications Advanced - US	USD 33,677.50
138,019	Resident Connection - Life Safety - USA	USD 12,421.71
238	500,000 Global Message Credits	USD 0.00
25	Additional CE/VE Keywords	USD 0.00
<b>Year 1 TOTAL:</b>		USD 46,099.21

Year 2

QTY	DESCRIPTION	PRICE
138,019	Public Communications Advanced - US	USD 33,677.50
138,019	Resident Connection - Life Safety - USA	USD 12,421.71
238	500,000 Global Message Credits	USD 0.00
25	Additional CE/VE Keywords	USD 0.00
<b>Year 2 TOTAL:</b>		USD 46,099.21

Year 3

QTY	DESCRIPTION	PRICE
138,019	Public Communications Advanced - US	USD 33,677.50
138,019	Resident Connection - Life Safety - USA	USD 12,421.71
238	500,000 Global Message Credits	USD 0.00
25	Additional CE/VE Keywords	USD 0.00
<b>Year 3 TOTAL:</b>		USD 46,099.21

**Pricing Summary:**

Year One Fees:	USD 46,099.21
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 46,099.21</b>

**Ongoing Fees:**

Year Two Fees:	USD 46,099.21
Year Three Fees:	USD 46,099.21

**Messaging Credits Summary:**

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	6,000,000	119,000,000	125,000,000
Year 2	6,000,000	119,000,000	125,000,000
Year 3	6,000,000	119,000,000	125,000,000

**Quote Terms:**

- Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above (the "Agreement"). Client accepts this by signing the Quote or issuing a Purchase Order referencing the Quote or the services in this quote.
- Subject to sales taxes where applicable.
- Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Agreement.

**EXHIBIT B  
COMPENSATION AND FEE SCHEDULE**

[Reserved – Not Used.]

**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 be kept current during the term of this Agreement. Consultant shall notify County within thirty (30) days of any non-renewal, cancellation, other termination, or material change that would cause Consultant to no longer be in compliance with its obligations under this Exhibit C .

**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, 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, and the Workers' Compensation insurance coverage referenced in subparagraph C.1, Consultant waives any right of recovery by way of subrogation against Napa County, its officers, employees, agents, and volunteers, to the extent such waiver is permitted by law and does not invalidate the applicable insurance 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.

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

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such

deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1814

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**TO:** Board of Supervisors  
**FROM:** Jennifer Palmer, Director of Housing & Community Services  
**REPORT BY:** Jennifer Palmer, Director of Housing & Community Services  
**SUBJECT:** Public Hearing for Affordable Housing Impact Fees

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### **RECOMMENDATION**

Conduct a public hearing to adopt a resolution accepting the Affordable Housing and Commercial Linkage Nexus Study and updating the affordable housing residential and nonresidential (commercial) impact fees with inclusion of an annual index adjustment. (Fiscal Impact: Unknown Revenue; Affordable Housing Fund; Not Budgeted; Discretionary)

### **BACKGROUND**

To mitigate the impact of development, the County adopted an Affordable Housing Fund Ordinance in 1992, which created the Affordable Housing Fund to assist with funding the development of affordable housing in Napa County. The Ordinance was based on a Jobs-Housing Nexus Study conducted by the County and established a housing impact fee on non-residential construction and an inclusionary housing requirement on residential construction. The non-residential component of the program was updated and revised in 2004 and again in 2014; the residential component was last revised in 2010. The current inclusionary program has an in-lieu fee option available to all new construction and all residential projects have paid the in-lieu fee.

On January 24, 2023, the Napa County Board of Supervisors adopted its 2023 Housing Element Update which contemplates, among other things, modification to the County's existing affordable housing in lieu and commercial housing impact fees. This was necessitated as part of the affordable housing goals, objectives, policies and programs of the County's 2023 Housing Element Update that, among other things, require a new nexus analysis to update inclusionary in lieu and commercial housing impact fees, and to ensure that fees do not exceed the actual affordable housing impacts attributable to development projects to which the fees relate.

In August 2024, the County hired Wildan Financial Services to conduct an analysis of affordable housing fees needed to fund the share of affordable housing created by new development. The purpose of a nexus study is to

quantify and document the linkages among construction of new workplace buildings, the employees who work in them, and the demand for affordable housing. Likewise, nexus studies explore the linkages between new residential construction, the expenditures of new households in Napa, new jobs generated by the expenditures, and the demand for additional affordable housing units. It estimates the number of new jobs created based on the development type and how many new workers will not earn enough to afford market-rate housing, thus requiring affordable options. The analysis establishes a connection (“nexus”) between the impact of new development and the need for affordable housing and translates that into a fee per square foot of new commercial or market-rate residential development by size and type.

Affordable housing impact fees are a cost-recovery mechanism, not an assessment or tax. The fees recover a portion, or all, of the costs incurred by the County to provide the affordable housing need generated by new development. At the full fee, the County fully covers the necessary revenue to develop the required housing. Any reduction in fees results in the need to identify outside revenues to fill the gap between the funding needed and the fee amounts collected. The Affordable Housing and Commercial Linkage Impact Fee Study (“Nexus Study”) determined the maximum justified affordable housing impact fees supportable under state law, shown below.

Maximum Justified Affordable Housing Impact Fee per Square Foot Schedule:

New Residential Rental Unit	\$152.00
New Residential For Sale Unit	\$86.00
Commercial - Office	\$367.00
Commercial - Hotel	\$405.00
Commercial - Retail/Restaurant	\$584.00
Commercial - Industrial	\$154.00
Commercial - Warehouse/Storage	\$50.00

The County can adopt any amount up to the maximum. The Affordable Housing and Commercial Linkage Fee Financial Feasibility Analysis provides policymakers with analysis of the net fee capacity for each of the development types included in the Nexus Study. Net fee capacity refers to a project’s total revenue or residual value after all costs. The analysis assumes that if the residual land value is less than the cost to acquire that land and build the project, the project is not feasible. The study includes an alternative feasibility analysis method that can be applied for certain developments that are built by owner-operators, such as privately owned wineries. The alternative analysis uses a total development cost model to consider the feasibility of fees within 1-3% of the project’s overall construction cost.



At the September 23, 2025, Board meeting, Staff presented Wildan's studies and sought Board direction to prepare a resolution with intent to adopt increased impact fees. Staff recommended that the Board adopt the Affordable Housing Impact Fees at less than the maximum rates identified in the Napa County Affordable Housing and Commercial Linkage Fee Financial Feasibility Analysis nexus study. The recommended fee levels seek to balance the need for increased cost recovery from new developments without adversely impacting project(s) feasibility such that there is a significant slowing of desired commercial and residential development projects. The proposed fees incentivize the construction of smaller residences and agriculturally-focused commercial businesses in the office, industrial and warehouse sectors. The incentive to include attached ADU's to get 3,000 square feet without incurring any impact fee is intended to address the need for greater flexibility in local housing stock. ADU's allow property owners to adapt to changing needs, providing diverse living arrangements within existing infrastructure. They increase density in Ag Preserve without the need for large-scale development. This versatility and efficiency creates a more responsive housing supply, which benefits the entire community. It further contributes to the County's Regional Housing Needs Allocation (RHNA) housing inventory count at a naturally-occurring affordable threshold, thereby helping to produce the very housing the impact fees would otherwise be used to develop.

## Residential:

0-2,000 sq ft	0% of max \$86/sq ft = \$ 0/sq ft
2,001-3,000 sq ft	50% of max \$86/sq ft = \$43/sq ft
3,001+ sq ft	100% of max \$86/sq ft = \$86/sq ft

## ADU/2nd Dwelling:

0-750 sq ft	0% of max \$86/sq ft = \$0/sq ft
751+ sq ft	Per Gov Code 66310-66342, ADU fees for units larger than 750 square feet are set by the ratio of the new ADU square footage to the square footage of the existing primary residence.

Multi-Family: 0% of max \$152/sq ft = \$0/sq ft

## Commercial:

Office	4% of max \$367/sq ft = \$ 14.50/sq ft
Hotel (new)	25% of max \$405/sq ft = \$100.00/sq ft
Retail/Restaurant	10% of max \$584/sq ft = \$ 58.40/sq ft
Industrial/Manufacturing	5% of max \$154/sq ft = \$ 7.75/sq ft
Warehouse/Storage	15% of max \$ 50/sq ft = \$ 7.75/sq ft

Staff recommend fees be adjusted annually per the construction cost index (CCI) to ensure market value is maintained and further recommend the fees be reconsidered by the Board if a regional or local housing bond is passed by the voters. Staff will present annual reports on revenue collection and projects.

The amount of revenue that may be collected is dependent on discretionary developer and homeowner decisions. An increase in revenue is anticipated but cannot be estimated.

## PROCEDURAL REQUIREMENTS

1. Open public hearing.
2. Staff report.
3. Public comment.
4. Close Public Hearing.
5. Motion, second, discussion and vote on the adoption of the resolution.

## FISCAL IMPACT

Is there a Fiscal Impact? Yes

## ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Adoption of the Nexus Study and fee increase implement programs within the 2023 Housing Element Update. An Environmental Impact Report, which contemplated an increase and update to impact fees, was prepared as part of the 2023 Housing Element Update process that was certified by the Board of Supervisors on January 24, 2023 (SCH Number 2022010309). No substantial evidence, as required by the CEQA Guidelines, section 15162, has been submitted that would require preparation of a subsequent or supplemental EIR, based on the following:

- a. No substantial changes have been proposed in the project.
- b. No evidence of changed circumstances, or new information of substantial importance to the project, has been submitted into the record, nor has any substantial evidence been introduced into the record showing that changed circumstances or new information would result in new environmental impacts, or substantially increase the severity of those already identified, nor is there substantial evidence in the record of new feasible mitigation measures or alternatives.

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, ADOPTING AN AFFORDABLE HOUSING AND COMMERCIAL LINKAGE IMPACT FEE STUDY AND FINANCIAL FEASIBILITY ANALYSIS AND MODIFYING HOUSING FEES FOR CERTAIN RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT PROJECTS**

**WHEREAS**, to mitigate the impact of nonresidential development on the need for affordable housing within its boundaries, the County has, since 1993, imposed commercial housing impact fees on nonresidential development projects, which fees were increased in 2004 and 2010; and

**WHEREAS**, during that same period of time, the County has also imposed an inclusionary requirement on residential development projects, requiring either the construction of affordable units in connection with the project or the payment of in lieu fees; and

**WHEREAS**, in January 2010, the Board adopted Resolution No. 2010-08, modifying and adopting housing fees for residential development projects and continuing to impose housing fees for nonresidential development projects; and

**WHEREAS**, on January 24, 2023, the Napa County Board of Supervisors adopted its 2023 Housing Element Update which contemplates, among other things, modification to the County's existing affordable housing in lieu and commercial housing impact fees; and

**WHEREAS**, to further implement the affordable housing goals, objectives, policies and programs of the County's 2023 Housing Element Update that, among other things, require a new nexus analysis to update inclusionary in lieu and commercial housing impact fees, and to ensure that the housing fees adopted hereunder do not exceed the actual affordable housing impacts attributable to the development projects to which the fees relate, the County received and considered reports from Wildan Financial Services dated April 23, 2025 entitled "Napa County Affordable Housing and Commercial Linkage Impact Fee Study," and dated September 11, 2025 entitled "Napa County Affordable Housing and Commercial Linkage Fee Financial Feasibility Analysis" (collectively the "Nexus Study"); and

**WHEREAS** the Board now desires to modify housing fees for residential and certain nonresidential development projects as authorized by Sections 18.107.050(B) and 18.107.090(B) of the Napa County Code, which fees do not exceed the justified fees needed to mitigate the actual affordable housing impacts attributable to the development projects to which the fees relate, as determined by the Nexus Study; and

**WHEREAS** notice of the hearing on the proposed fees was published in the manner set forth in Section 66016.5, subdivision (a) and Section 6062a as required by Section 66018, subdivision (a) of the Government Code.

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

1. The Board hereby finds that the adoption of the Nexus Study and fee increase set forth in this Resolution implement programs within the 2023 Housing Element Update. An Environmental

Impact Report, which contemplated the amendments set forth herein, was prepared as part of the 2023 Housing Element Update process that was certified by the Board of Supervisors on January 24, 2023 (SCH Number 2022010309). No substantial evidence, as required by the CEQA Guidelines, section 15162, has been submitted that would require preparation of a subsequent or supplemental EIR, based on the following:

- a. No substantial changes have been proposed in the project.
  - b. No evidence of changed circumstances, or new information of substantial importance to the project, has been submitted into the record, nor has any substantial evidence been introduced into the record showing that changed circumstances or new information would result in new environmental impacts, or substantially increase the severity of those already identified, nor is there substantial evidence in the record of new feasible mitigation measures or alternatives.
2. The Board hereby adopts the Napa County Affordable Housing and Commercial Linkage Impact Fee Study and Napa County Affordable Housing and Commercial Linkage Fee Financial Feasibility Analysis attached hereto as Exhibits “A-1” and “A-2”, respectively, and incorporated by reference herein.
  3. The Board hereby adopts those housing fees for residential development projects shown on Exhibit “B-1,” attached hereto and incorporated by reference herein.
  4. The Board hereby adopts those housing fees for nonresidential development projects shown on Exhibit “B-2,” attached hereto and incorporated by reference herein.
  5. The Board hereby adopts the “Nonresidential Land Use Matrix with Special Categorical Fee Determinations and Exemptions,” set forth in Exhibit “C,” attached hereto and incorporated by reference herein.
  6. All provisions of prior Board resolutions establishing housing fees for residential and nonresidential development projects that conflict with any of the provisions herein are hereby superseded and rescinded.
  7. The Board further finds that all of the housing fees adopted pursuant to this Resolution do not exceed the actual affordable housing impacts of the development projects to which those housing fees relate, as further set forth in the Nexus Study.
  8. The establishment, increase or decrease of fees authorized by this Resolution shall become effective on January 16, 2026.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Board of Supervisors of the County of Napa, State of California, at a regular meeting of said Board held on the 21st day of October 2025, by the following vote:

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

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

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

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

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Anne Cottrell, Chair of the  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy County Counsel</p> <p>Date: <u>October 14, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT “A-1”**

**See attached** Napa County Affordable Housing and Commercial Linkage Impact Fee Study

**EXHIBIT “A-2”**

**See attached** Napa County Affordable Housing and Commercial Linkage Fee Financial Feasibility  
Analysis

**Exhibit “B-1”**

**Housing Fees for Residential Development Projects**

(Napa County Code Section 18.107.090)

Housing Fees for single-family detached dwelling units and attached single-family and common interest units in residential ownership projects shall be as follows:

<u>Housing Fee Per Square Foot*</u>		
<u>0-2000</u>	<u>2001-3000</u>	<u>&gt;3000</u>
<b>\$0.00</b>	<b>\$43.00</b>	<b>\$86.00</b>

Residential ownership projects of less than 2,000 square feet are exempt from the payment of Housing Fees.

Housing Fees for dwelling units in a residential rental project shall be:

<u>Housing Fee Per Square Foot*</u>
<b>\$0.00</b>

\*All housing fees for residential projects shall be calculated using the gross square footage of residential floor area for the dwelling unit to which the housing fee relates (see Napa County Code Sections 18.107.090 and 18.107.230), subject to those exceptions included in Napa County Code Section 18.107.120. Those fees shall be paid that are in effect at the time of issuance of the building permit for the residential development.



**EXHIBIT “B-2”**

**Housing Fees for Nonresidential Development Projects**  
(Napa County Code Sections 18.107.050 and 18.107.060)

<u>Type of Use</u>	<u>Housing Fee Per Square Foot*</u>
<b>Office</b>	<b>\$14.50</b>
<b>Hotel</b>	<b>\$100.00</b>
<b>Restaurant/Retail</b>	<b>\$58.40</b>
<b>Industrial/Manufacturing</b>	<b>\$7.75</b>
<b>Warehouse/Storage</b>	<b>\$7.75</b>

\*All housing fees for nonresidential projects shall be calculated using the gross square footage of nonresidential space (see Napa County Code Section 18.107.230), subject to the exceptions in Napa County Code Section 18.107.050 and pursuant to the procedures for calculation included in Napa County Code Section 18.107.060.

**EXHIBIT "C"**  
**NONRESIDENTIAL LAND USE MATRIX WITH SPECIAL CATEGORICAL FEE DETERMINATIONS AND EXEMPTIONS\***

**(Napa County Code Section 18.107.050)**

**\*Marked to show changes from previous version of the matrix**

<b>NONRESIDENTIAL USE</b>	<b>OFFICE</b>	<b>RETAIL</b>	<b>WAREHOUSE</b>	<b>INDUSTRIAL</b>	<b>HOTEL</b>	<b>OTHER FEE</b>
Agricultural uses						E
Amusement centers--Indoor only						S
Amusement enterprise—Outdoor						S
Animal or poultry slaughter				X		
Appliance repair shop		X				
Assembly plants				X		
Auto sales, service, rental storage				X		
Repair/body shop				X		
Sales/service		X				
Bakery or bakery goods store		X				
Bank--Savings and loan	X					
Barber shop, beauty shop		X				
Bed and breakfast inn					X	
Beverage bottling plant (non-wine)				X		
Boat manufacturing				X		
Bus and other transit terminals, depots, and passenger stations, public and private						S
Bus and other transit vehicle maintenance				X		
Cabinet shop				X		
Cement or clay products manufacturing				X		
Child care center						E
Christmas tree sales lots						E
Church						E
Cleaning, laundry agency		X				
Cleaning plant commercial				X		
Concrete batch plant				X		
Convenience market		X				
Dairy products processing				X		
Dance, music, voice studio		X				
Delivery service				X		
Drive-in restaurant/food stand		X				
Equipment rental		X				
Florist		X				
Food processing plant				X		

Food store/delicatessen		X				
Fuel yard						S
Furniture refinishing				X		
Furniture store		X				
Garment manufacturing shop				X		
Golf course						S
Health club and fitness facilities						
Hospital	X					
Hotel					X	
Janitorial service company				X		
Junkyard				X		
Laboratory--Medical, dental, optical				X		
Laboratory--Research and experimental				X		
Laundromat--Self service center		X				
Lumber—Retail		X				
Machine shop				X		
Major medical care facility/hospital						S
Marinas						S
Medical clinic or office	X					
Metal fabrication				X		
Monument works, stone				X		
Mortuary/crematorium						S
Motel					X	
Nonprofit organization--Food preparation for off-site consumption						E
Nonprofit organization--Food storage and distribution						E
Nonprofit organization--Meal service facility						E
Nursery for flowers and plants		X				
Offices	X					
Parking lot, garage of facility						E
Pest control company				X		
Photographic studio		X				
Prescription pharmacy/optician		X				
Printing--Non-retail				X		
Printing and copying—Retail		X				
Private club--Social center						S
Private trade schools		X				
Public utility yard						E
Railroad yard or shops						S
Recycling center--Public access				X		
Recycling plant				X		
Residential care facility--Nonprofit						E

Residential care facility---Private						
Resort					X	
Restaurant/bar		X				
Retail stores and services		X				
School—Nonprofit						E
Service station		X				
Shop for building contractor				X		
Sign shop		X				
Sports complex						S
Tire shop, including recapping		X				
Towing service				X		
Trucking terminal				X		
Truck and tractor repair				X		
Veterinary office/animal hospital or dog kennel	X					
Wholesale distribution			X			
Wine offices	X					
Wine production, including bottling				X		
Wine storage			X			
Wine tank and crush pads			X			
Wine visitor center/conference room		X				

X Project is subject to fee for nonresidential use category.

S Fee amount determined by planning director on a project-by-project basis.

E Nonresidential project is exempt from the requirement for payment of the housing fee.

# NAPA COUNTY

## AFFORDABLE HOUSING AND COMMERCIAL LINKAGE IMPACT FEE STUDY

FINAL

APRIL 23, 2025



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# Executive Summary

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This report documents an analysis of affordable housing impact fees needed to fund new development's share of affordable housing induced by the household spending associated with new market rate development. It also documents a commercial linkage fee analysis which quantifies the connection between the development of nonresidential development projects and the demand for affordable housing units through an analysis of the housing needed for new employees and the ability of those employees to afford housing in Napa County.

## Background and Study Objectives

To adopt a development impact fee, a local jurisdiction must demonstrate the reasonable relationship (or "nexus") between the development projects paying the fee and the fee that is charged. This nexus study quantifies the connection between the development of market rate housing and nonresidential buildings and the demand for (and pricing of) affordable housing units.

The residential nexus study examines the household income and spending generated by the new market rate households renting or buying new units in Napa County. Using the IMPLAN economic model, the household spending associated with new development is translated into new induced job growth. These induced jobs will be at various wage rates, though many induced jobs will earn lower wages. Low-wage households cannot reasonably afford to pay for market rate housing in Napa County, a housing impact fee can be justified to bridge the difference between what these new households can afford to pay and the cost to provide housing units to accommodate lower income households associated with this induced job growth.

The commercial linkage fee analysis examines the relationship between jobs created by new commercial development in the County and demand for new housing the County created by those new worker households. As with the residential fee, the analysis measures the extent to which these new worker households need assistance, or a subsidy, to afford housing in the County. Like the affordable housing impact fee, the commercial linkage fee would generate fee revenue to bridge the difference between what these new worker households can afford to pay and the cost to provide housing units to accommodate lower income households associated with the prototype development projects.

## Nexus Study Conclusions

The analysis and data compiled in this report demonstrate the following:

1. Extremely Low-, Very Low-, and Low-Income households in Napa County, as defined by the 2024 HUD income limits, cannot afford market rate housing in the County. Affordable housing is defined as housing that costs 30 percent or less of gross monthly household income.
2. The costs to develop new, modest, rental housing are significant in Napa County and exceed the development costs that can be supported by the ongoing affordable rents.
3. Household spending by new market rate rental and for sale households will induce the creation of Extremely Low-, Very Low-, and Low-Income job-holding households that cannot afford housing at the market rate. This requires households to commute long distances from more affordable areas which puts a strain on workforce satisfaction, air quality, infrastructure, traffic and transit, and the health and safety of the County's residents and workforce.



4. Residents who can afford to purchase or rent new housing within the County spend a portion of their disposable income in the County. This increased spending results in the need to hire new workers to accommodate the increased demand for goods and services associated with new development and increases demand for County services.
5. Napa County is projected to generate approximately 25,000 net new jobs by 2050. Some of those jobs will be Low-Income, and Very Low-Income Jobs that cannot afford housing at the market rate.

Consequently, the analysis in this report identifies the maximum justified affordable housing impact fee that can bridge the gap between the cost of developing affordable housing and what Extremely Low-, Very Low-, and Low-Income households can afford to pay. This report also identifies the maximum justified commercial linkage fee, which bridges the difference between what these new Very Low-, and Low-Income worker households living and working in Napa County can afford to pay and the cost to provide affordable housing units.

## Affordable Housing Impact Fee Schedule

The maximum justified affordable housing impact fee schedule is summarized in **Table E.1**. The fees shown here are the maximum supportable under state law. The County can adopt any amount up to the amounts shown here. **Appendix Table A.6** contains a comparison of the County’s current and maximum justified residential affordable housing fees to those charged by selected cities throughout the Bay Area.

**Table E.1: Maximum Justified Affordable Housing Impact Fee Schedule**

	Fee per Square Foot	
Maximum Impact Fee per Square Foot- New Rental Unit	\$	152
Maximum Impact Fee per Square Foot - New For Sale Unit		86

Source: Table 1.11

## Commercial Linkage Fee Schedule

The maximum justified commercial linkage fee schedule is summarized in **Table E.2**. The fees shown here are the maximum supportable under state law. The County can adopt any amount up to the amounts shown here. **Appendix Table A.7** contains a comparison of the County’s current and maximum justified commercial linkage fees to those charged by selected cities throughout the Bay Area.

**Table E.2: Maximum Justified Commercial Linkage Impact Fee Schedule**

	<b>Fee per Square Foot</b>	
Commercial Retail/ Restaurant	\$	584
Office		367
Industrial/ Manufacturing		154
Hotel		405
Warehousing/ Storage		50

Source: Table 2.9.

# 1. Affordable Housing Fee Nexus Analysis

This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees that support growth within Napa County. It documents a reasonable relationship between new development and a fee to fund affordable housing.

## Nexus Approach

New residential development generates population growth. Residents who can afford to purchase or rent this new housing then spend their disposable income in the County. Consequently, this increased spending results in the need to hire new workers to accommodate the increased demand for goods and services associated with new development. This analysis establishes the connection between the increase in household spending associated with new development and the number of new workers that will be hired by local businesses to meet that demand.

Employment growth provides occupations at various wage and salary levels. Low wage workers cannot afford market rate housing within Napa County, so an affordable housing impact fee can be calculated to bridge the gap between what low wage workers can afford to pay for and the cost of providing that housing.

The analysis presented here defines the upper limit for a housing impact fee to be charged on new rental and for-sale housing to mitigate impacts on affordable housing needs. The maximum fee is not necessarily the recommended fee.

## Housing Affordability in Napa County

This section of the chapter evaluates housing affordability in Napa County, using Department of Housing and Community Development State Income Limits and current market rate rent data.

**Table 1.1** displays the Napa County Income limits, as identified by HUD.

**Table 1.1: 2024 Napa County Income Limits**

Persons per HH:	1	2	3	4	5	6	7	8
Extremely Low	30,850	35,250	39,650	44,050	47,600	51,100	54,650	58,150
Very Low Income	51,400	58,700	66,100	73,400	79,300	85,150	91,050	96,900
Low Income	82,150	93,900	105,650	117,350	126,750	136,150	145,550	154,900
Median Income	90,700	103,700	116,650	<b>129,600</b>	139,950	150,350	160,700	171,050
Moderate Income	108,850	124,400	139,950	155,500	167,950	180,400	192,800	205,250

Source: Department of Housing and Community Development, State Income Limits 2024.

## Market Rate Rents

Willdan gathered data regarding existing market rate rents in Napa County. The data was sourced from a variety of online data sources, including: CoStar.com; craigslist.com; crownpm.com; wymanpm.com and firststandmainpm.com. This data informs the assumption of the household income necessary to rent a housing unit in Napa County at the market rate. The

results of the market rate rent analysis for the fourth quarter of 2024 are summarized in **Table 1.2**.

**Table 1.2 Market Rate Rent, Q4 2024**

Unit Type	Average Monthly Rent
Studio	\$ 1,668
1-Bedroom	2,104
2-Bedroom	3,334
3-Bedroom	4,090

Sources: CoStar.com; craigslist.com; crow nrm.com; w ymanrm.com  
firstandmainrm.com; Willdan Financial Services.

### Market Rate Housing Affordability

To evaluate housing affordability in Napa County, the analysis compares the household income at the midpoint of each income category from Table 1.1 to the market rents by number of bedrooms from Table 1.2. This analysis uses household incomes at the mid-point of each income range when calculating affordable rents as a conservative measure to avoid overstating the affordability of rental housing. In addition to rents, the analysis also includes an estimate of utility costs based on the Napa Housing Authority of the City of Napa utility allowances. The maximum affordable monthly rent including utilities for each income category is calculated as 30 percent of gross monthly household income. If the difference between the maximum affordable rent and the total monthly housing costs is negative, then housing for that income category and housing product is considered unaffordable.

**Table 1.3: Affordability of Market Rate Rental Housing in Napa County**

	Household (Unit) Size:	1 Person (Studio)	2 Person (1 Bedroom)	3 Person (2 Bedrooms)	4 Person (3 Bedrooms)
Average Market-Rate Rent <sup>1</sup>		\$ 1,668	\$ 2,104	\$ 3,334	\$ 4,090
Utility Costs <sup>2</sup>		198	218	276	353
Total Monthly Housing Costs		\$ 1,866	\$ 2,322	\$ 3,610	\$ 4,443
<i>Extremely Low Income (up to 30% AMI)</i>					
Household Income at Midpoint of Income Range <sup>3</sup>		\$ 15,425	\$ 17,625	\$ 19,825	\$ 22,025
Maximum Affordable Monthly Rent <sup>4</sup>		188	223	220	198
Amount Above (Below) Market Rate Rent		(1,480)	(1,881)	(3,114)	(3,892)
<i>Very Low Income (31-50% AMI)</i>					
Household Income at Midpoint of Income Range <sup>3</sup>		\$ 41,125	\$ 46,975	\$ 52,875	\$ 58,725
Maximum Affordable Monthly Rent <sup>4</sup>		830	956	1,046	1,115
Amount Above (Below) Market Rate Rent		(838)	(1,148)	(2,288)	(2,975)
<i>Low Income (51-80% AMI)</i>					
Household Income at Midpoint of Income Range <sup>3</sup>		\$ 66,775	\$ 76,300	\$ 85,875	\$ 95,375
Maximum Affordable Monthly Rent <sup>4</sup>		1,471	1,690	1,871	2,031
Amount Above (Below) Market Rate Rent		(197)	(414)	(1,463)	(2,059)
<i>Moderate Income (81-120% AMI)</i>					
Household Income at Midpoint of Income Range <sup>3</sup>		\$ 95,500	\$ 109,150	\$ 122,800	\$ 136,425
Maximum Affordable Monthly Rent <sup>4</sup>		2,190	2,511	2,794	3,058
Amount Above (Below) Market Rate Rent		522	408	(540)	(1,032)

<sup>1</sup> See Table 2.2<sup>2</sup> Utility costs per City of Napa Utility Allowance. Assumes electric heating, cooking costs.<sup>3</sup> Household income limits published by the California Department of Housing and Community Development for Napa County, 2024. Shows midpoint of income range. See Table 2.1<sup>4</sup> Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: California Department of Housing and Community Development, 2024; Willdan Financial Services.

**Table 1.4** identifies the income required to afford market rate rents in the County, by household size. The income required to afford market rate rents assumes that 30 percent of gross income spent on housing and utility costs is considered affordable. The annual affordable housing costs are then compared to the area median income (area median income) to estimate amount of gross income above AMI that is needed to afford each product type, by household size.

**Table 1.4: Income Required to Afford Market-Rate Rents in Napa County**

	Household (Unit) Size:	1 Person (Studio)	2 Person (1 Bedroom)	3 Person (2 Bedrooms)	4 Person (3 Bedrooms)
Total Monthly Housing Costs		\$ 1,866	\$ 2,322	\$ 3,610	\$ 4,443
Annual Housing Costs		\$ 22,392	\$ 27,858	\$ 43,314	\$ 53,316
Household Income Required <sup>1</sup>		74,640	92,860	144,380	177,720
Area Median Income (AMI)		90,700	103,700	116,650	129,600
Income Required as Percent of AMI		82%	90%	124%	137%

<sup>1</sup> Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: Tables 1.1 and 1.3.

## Market Rate Prototypes and Gross Income

This analysis identified two market rate residential prototypes based on a review of the housing market in Napa County.

### Market Rate Rental Prototype

The data collected to identify the current effective rent in Napa County was also used to identify typical rental product characteristics. The typical rental unit in the County was a two-bedroom, one-bathroom unit sized at 865 square feet. Using the current rent data, and the housing cost as percent of gross income assumptions discussed above, the amount of gross income needed to afford rent in Napa County is calculated in **Table 1.5**. It requires an annual gross household income of \$133,340 to afford to rent a market rate rental unit in Napa County.

**Table 1.5: Rental Residential Prototype**

Bedrooms		2
Bathrooms		1
Square feet		865
Rent per Square Foot	\$	3.85
Monthly Rent	\$	3,334
Annual Rent		40,002
Housing Cost as Percent of Income <sup>1</sup>		30%
Gross Household Income	\$	133,340

<sup>1</sup> Renter housing burden is estimated at 30-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: CoStar; Willdan Financial Services.

### Market Rate For Sale Prototype

Recent housing sales data was collected from mlslistings.com from November 2024 to February 2025. This data informed the typical for sale product prototype displayed below in **Table 1.6**. The data indicated that the typical for sale product in Napa County was a three-bedroom, two-bathroom single family home. The assumption for average sales price and square footage shown in Table 1.6 are the average for sold homes with these characteristics and exclude larger and smaller homes. The gross household income necessary to afford to purchase the prototype is then calculated using current interest rates and estimated housing ownership costs. An annual gross household income of over \$223,000 is required to purchase the typical home in Napa County.

**Table 1.6: For Sale Residential Prototype**

	<b>Single Family Detached</b>	
<i><u>Prototype Assumptions</u></i> <sup>1</sup>		
Bedrooms		3
Bathrooms		2
Square feet		1,545
Sales Price per Square Foot	\$	618
Sales Price	\$	954,101
Down Payment (20%)	\$	190,820
Loan Amount	\$	763,281
Interest Rate <sup>2</sup>		6.87%
Monthly Mortgage Payment	\$	5,012
Annual Property Tax <sup>3</sup>		15,170
Homeowners Insurance		2,800
Annual Housing Costs	\$	78,110
Housing Cost as Percent of Income <sup>4</sup>		35%
Gross Household Income	\$	223,172

<sup>1</sup> Based on an analysis of recent sales in Napa County, as reported by mslistings.com from November 2024 to February 2025.

<sup>2</sup> Average 30-year fixed interest rate as of February 19, 2025 per [http://www.freddiemac.com/pmms/pmms\\_archives.html](http://www.freddiemac.com/pmms/pmms_archives.html)

<sup>3</sup> County of Napa California Annual Comprehensive Financial Report, For The Fiscal Year Ended June 30, 2023, p. 181.

<sup>4</sup> Homeowner housing burden is estimated at 35-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: mslistings.com; Freddie Mac; Napa County; Willdan Financial Services.

## Aggregate Income

**Table 1.7** identifies the aggregate household income of 100 single family owner households and 100 single family renter households who can afford housing at the market rate. This aggregate income is used as the driver of induced economic effects using the IMPLAN model.

**Table 1.7: Estimated Incomes by Income Categories of Prototype Buyers and Renters**

	Single Family Detached (Buyer)	Multifamily (Renter)
Income Category	\$200,000 +	\$100,000 to \$150,000
Gross Household Income	\$ 223,172	\$ 133,340
New Households	100	100
Aggregate Household Income	\$ 22,317,185	\$ 13,334,000

Sources: Tables 1.5 and 1.6.

## Induced Employment Impacts

The aggregate household income identified above is used to estimate the number of new jobs that new households will support with their household expenditures using the IMPLAN model. IMPLAN is an input-output based economic impact model used for a variety of different analyses. In this case IMPLAN models the economy for a region.

For this analysis, IMPLAN used data specific to Napa County to estimate the multipliers effects from new households. Essentially, IMPLAN used the increase in household spending associated with the new prototype households to identify the jobs (or fraction of jobs) that are supported by that spending.

The output of the IMPLAN model was then cross referenced with the assumed compensation associated with each occupation to estimate the aggregate number of jobs induced within each income category. The resulting net new jobs by income category are divided by the assumption of jobs per household to determine the number of net new worker households in Napa County induced by the household spending from market rate housing development. In Napa County there are approximately 1.31 jobs per household, as calculated from the latest 2023 American Community Survey data.

**Table 1.8** shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate multifamily rental households.

**Table 1.9** shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate single family for sale households.



**Table 1.8: Employment and Household Generation from a New 100-Unit Multifamily Rental Development by Income Level**

SOC Code	Major Goup	Extremely Low	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Employment
11	Management Occupations	-	-	-	-	1.76	1.76
13	Business and Financial Operations Occupations	-	-	-	1.27	-	1.27
15	Computer and Mathematical Occupations	-	-	-	0.30	0.03	0.33
17	Architecture and Engineering Occupations	-	-	0.02	0.04	-	0.06
19	Life, Physical, and Social Science Occupations	-	-	0.02	0.05	0.03	0.10
21	Community and Social Service Occupations	-	-	0.86	-	-	0.86
23	Legal Occupations	-	-	0.05	-	0.07	0.12
25	Educational Instruction and Library Occupations	-	0.43	0.47	-	-	0.90
27	Arts, Design, Entertainment, Sports, and Media Occupations	-	-	0.34	-	-	0.34
29	Healthcare Practitioners and Technical Occupations	-	-	0.92	-	1.88	2.80
31	Healthcare Support Occupations	-	3.12	0.07	-	-	3.19
33	Protective Service Occupations	-	0.34	0.02	-	-	0.36
35	Food Preparation and Serving Related Occupations	4.06	1.61	0.65	-	-	6.32
37	Building and Grounds Cleaning and Maintenance Occupations	-	0.92	0.05	-	-	0.97
39	Personal Care and Service Occupations	1.23	0.05	0.09	-	-	1.37
41	Sales and Related Occupations	2.95	-	0.51	0.34	-	3.80
43	Office and Administrative Support Occupations	-	2.18	1.00	-	-	3.18
45	Farming, Fishing, and Forestry Occupations	-	0.06	-	-	-	0.06
47	Construction and Extraction Occupations	-	-	0.26	-	-	0.26
49	Installation, Maintenance, and Repair Occupations	-	-	0.87	0.09	-	0.96
51	Production Occupations	-	0.44	0.04	0.02	-	0.50
53	Transportation and Material Moving Occupations	-	1.83	0.11	-	0.01	1.95
	Total Jobs	8.24	10.98	6.35	2.11	3.78	31.46
	Total Households <sup>1</sup>	6.28	8.37	4.84	1.61	2.88	23.98

<sup>1</sup> Assumes 1.31 jobs per household in Napa County based on data from the 2023 American Community Survey.

Sources: IMPLAN, US Census, American Community Survey, 2023; Willdan Financial Services.

**Table 1.9: Employment and Household Generation from a New 100-Unit Single Family For Sale Development by Income Level**

SOC Code	Major Group	Extremely Low	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Employment
11	Management Occupations	-	-	-	-	1.85	1.85
13	Business and Financial Operations Occupations	-	-	-	1.40	-	1.40
15	Computer and Mathematical Occupations	-	-	-	0.31	0.03	0.34
17	Architecture and Engineering Occupations	-	-	0.02	0.05	-	0.07
19	Life, Physical, and Social Science Occupations	-	-	0.02	0.05	0.04	0.11
21	Community and Social Service Occupations	-	-	1.04	-	-	1.04
23	Legal Occupations	-	-	0.05	-	0.07	0.12
25	Educational Instruction and Library Occupations	-	0.67	0.75	-	-	1.42
27	Arts, Design, Entertainment, Sports, and Media Occupations	-	-	0.42	-	-	0.42
29	Healthcare Practitioners and Technical Occupations	-	-	0.78	-	1.65	2.43
31	Healthcare Support Occupations	-	3.13	0.06	-	-	3.19
33	Protective Service Occupations	-	0.34	0.02	-	-	0.36
35	Food Preparation and Serving Related Occupations	3.86	1.55	0.60	-	-	6.01
37	Building and Grounds Cleaning and Maintenance Occupations	-	1.17	0.05	-	-	1.22
39	Personal Care and Service Occupations	1.47	0.06	0.08	-	-	1.61
41	Sales and Related Occupations	2.68	-	0.47	0.35	-	3.50
43	Office and Administrative Support Occupations	-	2.23	0.97	-	-	3.20
45	Farming, Fishing, and Forestry Occupations	-	0.05	-	-	-	0.05
47	Construction and Extraction Occupations	-	0.01	0.27	-	-	0.28
49	Installation, Maintenance, and Repair Occupations	-	-	0.81	0.08	-	0.89
51	Production Occupations	-	0.41	0.04	0.01	-	0.46
53	Transportation and Material Moving Occupations	-	1.71	0.10	-	0.01	1.82
	Total Jobs	8.01	11.33	6.55	2.25	3.65	31.79
	Total Households <sup>1</sup>	6.11	8.64	4.99	1.72	2.78	24.23

<sup>1</sup> Assumes 1.31 jobs per household in Napa County based on data from the 2023 American Community Survey.

Sources: IMPLAN, US Census, American Community Survey, 2023; Willdan Financial Services.

## Affordable Housing Development Costs

**Table 1.10** displays the cost of building three recent affordable housing development projects in Napa County. The costs from development project pro formas were provided to Willdan for use in this analysis. On average it costs \$707,307 to build an affordable unit in Napa County.

**Table 1.10: Affordable Housing Development Costs**

Project	Total Units	Total Development Cost per Unit	Total Development Cost
Monarch Landing	77	\$ 797,506	\$ 61,407,970
Valley Lodge	54	452,055	24,410,985
Silverado Trail	41	874,093	35,837,800
Total	172	\$ 707,307	\$ 121,656,755

Source: Napa County.

## Affordability Gap and Maximum Fee Calculation

The housing affordability gap is the difference between what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop affordable housing units. The affordable monthly rent associated with each income level is used to estimate the monthly supportable debt per unit, which is then used to estimate the loan proceeds associated with that level of income. The loan amount is compared to the affordable unit development costs, and the difference is the financing gap per unit.

The financing gap per unit is then multiplied by the number of units induced within each income category to determine the total financing gap associated with the 100 prototype units. This figure is then divided by 100 to determine the housing fee per unit, but prototype type. The fee per unit is finally divided by the assumed prototype square footage to determine the fee per square foot.

**Table 1.11** displays the calculation of the affordability gap and maximum justified affordable housing impact fee for new multifamily rental units and for new single family units.

**Table 1.11: Affordable Housing Impact Fee Calculation**

	<b>Extremely Low Income (up to 30% AMI)</b>	<b>Very Low Income (31- 50% AMI)</b>	<b>Low Income (51-80% AMI)</b>	<b>Moderate Income</b>
Household Income Limit	\$ 39,650	\$ 66,100	\$ 105,650	\$ 139,950
Affordable Monthly Rent per Unit	715	1,377	2,365	3,223
Monthly Operating Expenses	860	860	860	860
Vacancy	5%	5%	5%	5%
Net Operating Income per Unit	-	448	1,387	2,202
Monthly Supportable Debt Service per Unit	-	389	1,206	1,914
Loan Amount	-	55,855	173,050	274,687
Affordable Unit Development Costs	707,307	707,307	707,307	707,307
Financing Gap per Affordable Unit	707,307	651,452	534,257	432,620
<b><i>Fee Calculation for New Rental Units</i></b>				
Units Demanded	6.28	8.37	4.84	1.61
Total Financing Gap	\$ 4,442,700	\$ 5,452,513	\$ 2,586,046	\$ 695,826
Maximum Impact Fee per 100-Unit Development	\$ 13,177,086			
Maximum Impact Fee per Unit	\$ 131,771			
Prototype Square Feet	865			
<b>Maximum Impact Fee per Square Foot</b>	<b>\$ 152</b>			
<b><i>Fee Calculation for New For Sale Single Family Units</i></b>				
Units Demanded	6.11	8.64	4.99	1.72
Total Financing Gap	\$ 4,318,693	\$ 5,626,319	\$ 2,667,496	\$ 741,994
Maximum Impact Fee per 100-Unit Development	\$ 13,354,502			
Maximum Impact Fee per Unit	\$ 133,545			
Prototype Square Feet	1,545			
<b>Maximum Impact Fee per Square Foot</b>	<b>\$ 86</b>			
<b><i>Financing Terms</i></b>				
Debt Coverage Ratio	1.15			
Interest Rate	7.75%			
Term of Loan	35			
Sources: Tables 1.1, 1.3, 1.5.				

## 2. Commercial Linkage Fee

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This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees associated with nonresidential development projects within Napa County. It documents a reasonable relationship between new commercial development and a commercial linkage fee to fund affordable housing for workers employed in the new business located in that development.

### Nexus Approach

Napa County is projected to reach 86,000 jobs by 2050 per the Association of Bay Area Governments' (ABAG) Plan Bay Area Growth Forecast. This represents an increase of approximately 25,000 jobs compared to the current count of primary jobs in the County using the US Census OnTheMap application (60,854 primary jobs in 2022). This increase in jobs will be employed in new and expanded nonresidential buildings. The analysis in this report seeks to estimate the workers associated with different types of nonresidential development across the income spectrum. These new workers will need a new home, and some of those new homes will be in the County. Some of those workers will not be able to afford market rate housing, so the commercial linkage fees calculated in this report can mitigate this impact by funding the gap between what the new workers can afford to pay for housing and the market rate cost of housing in Napa County. For each type of commercial development, the analysis starts with a prototype and uses state and federal employment data to estimate the number and types of jobs created there and the wages associated with those jobs. By comparing the wage data with housing costs the analysis can establish a gap in affordability and can attribute it to each type of commercial development. A more detailed description of the steps of the analysis follows.

This study calculates the maximum legal fee charged on new commercial development for affordable housing in the following steps:

1. **Establish commercial prototypes representing typical commercial development in Napa County.** The prototypes used in this study are not intended to represent specific development projects. Instead, they represent the types of development projects that may be built in Napa County.
2. **Estimate the number of workers that will work in the new commercial space.** The estimated number of workers are based on occupancy density assumptions for each type of commercial development project. The employment density assumptions density factors were multiplied by the building size (100,000 square feet) to calculate the total number of workers occupying each nonresidential prototype.
3. **Estimate worker household incomes.** To determine the proportion of households requiring affordable housing the analysis uses local wage data associated with the industries and occupations housed within each prototype.
  - a. National industry data is used to identify the types of businesses that could be housed in each of the nonresidential building prototypes. The occupations that work within each industry are identified based on national occupation and industry data.
  - b. Local wage data is used to identify the number of worker households within each income category that are generated by each nonresidential building prototype.
4. **Calculate the affordability gap.** Low wage worker households cannot afford market rate housing within Napa County, so a commercial linkage fee can be calculated to bridge the gap between what low wage worker households can afford to pay for and the cost of providing that housing. The housing affordability gap is defined as the difference between

what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop new, modest housing units.

5. **Calculate maximum commercial linkage fee for each prototype.** The maximum commercial linkage fee for each prototype is calculated by multiplying the total number of very low, low, and moderate- income new worker households for each prototype (calculated in Step 3), by the corresponding affordable housing gap figure (calculated in Step 4). The total affordability gap was then divided by 100,000 SF, the size of each commercial prototype, to generate a maximum fee per square foot.

## Commercial Prototypes

This study calculates commercial linkage fees for three types of nonresidential development projects. These nonresidential land use classifications correspond with the nonresidential land uses in the County's development impact fee program. The prototypes are 100,000 square feet of commercial (retail, restaurant), 100,000 square feet of office, 100,000 square feet of industrial/manufacturing, 100,000 square feet of hotel and 100,000 square feet of warehousing/storage development.

**Table 2.1** displays prototype building sizes, and an estimate of net new workers per household. This analysis establishes the number of worker households created in the County by each of the commercial development types. Data from the US Census was used to identify the share of workers for each prototype that would be housed within County limits. The resulting net new workers are divided by the assumption of jobs per household to determine the number of net new worker households in Napa County associated with each prototype. In Napa County there are approximately 1.31 jobs per household, as calculated from the latest 2023 American Community Survey data.

Based on the analysis below, a prototypical square foot 100,000 commercial retail/restaurant building would support the creation of 97.49 households in Napa County. A prototypical 100,000 square foot office building would support the creation of 97.49 households, a prototypical 100,000 square foot industrial/manufacturing building would support the creation of 37.91 households, a prototypical 100,000 square foot hotel would support the creation of 37.91 households, and a prototypical 100,000 square foot warehousing/storage building would support the creation of 8.53 households in Napa County.

**Table 2.1: Net New Workers per Prototype**

	Retail/ Restaurant	Office	Industrial/ Manufacturing	Hotel	Warehousing / Storage
Prototype Building Size (Sq. Ft.)	100,000	100,000	100,000	100,000	100,000
Square Feet per Employee <sup>1</sup>	350	350	900	500	4,000
Employees per 100,000 Sq. Ft.	286	286	111	200	25
Percent of Napa County Employees with Jobs inside Napa County <sup>2</sup>	44.70%	44.70%	44.70%	44.70%	44.70%
Net New Workers Living in Napa County	127.71	127.71	49.67	89.40	11.18
Jobs per Household <sup>3</sup>	1.31	1.31	1.31	1.31	1.31
Households	97.49	97.49	37.91	68.24	8.53

<sup>1</sup> Consistent with *Napa County Non-Residential Jobs-Housing Nexus Study Update*, 2014.

<sup>2</sup> OnTheMap Application. Percent employed and living in Napa County.

<sup>3</sup> Assumes 1.31 jobs per household in Napa County based on data from the 2023 American Community Survey.

Sources: <https://onthemap.ces.census.gov/>; Willdan Financial Services.

## Industries

To understand what types of workers would be employed in each prototype, the next step of the analysis examines the types of industries in each prototype and what types of workers (occupations) each of those industries employs. This analysis uses the most recent available national industry data from the US Bureau of Labor Statistics to identify the potential industries associated with each prototype, by North American Industry Classification System (NAICS) code. NAICS is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

**Table 2.2 through Table 2.6** identify the industries and NAICS codes associated with each prototype, respectively. Using the latest available data from the Bureau of Labor Statistics, (Quarterly Census of Employment and Wages, Second Quarter 2024), the analysis then identifies the share of workers within each prototype that are associated with each industry. For example, in the commercial (retail, restaurant) prototype, approximately 41.9% of the jobs associated with that prototype are associated with the restaurant industry.

In the next step, the occupations associated with each industry will be used to estimate the wages of workers that may be employed within each prototype.

**Table 2.2: Definition of Industries for Retail Commercial Prototype**

NAICS Code (2022)	Description	Average Monthly Employment (Second Quarter, 2024)	Percent Total Workers in Prototype
7225	Restaurants and other eating places	11,139,904	41.9%
4451	Grocery stores	2,805,045	10.6%
4411	Automobile dealers	1,282,097	4.8%
4441	Building material and supplies dealers	1,233,572	4.6%
8111	Automotive repair and maintenance	1,034,195	3.9%
4581	Clothing and clothing accessories retailers	821,022	3.1%
8121	Personal care services	746,489	2.8%
4413	Auto parts, accessories, and tire stores	588,013	2.2%
4599	Other miscellaneous retailers	485,901	1.8%
8129	Other personal services	424,807	1.6%
7224	Drinking places, alcoholic beverages	418,343	1.6%
4491	Sporting goods retailers	403,046	1.5%
4492	Book retailers and news dealers	386,870	1.5%
4231	Motor vehicle and parts merchant wholesalers	376,614	1.4%
4236	Appliance and electric goods merchant whls.	376,270	1.4%
4239	Misc. durable goods merchant wholesalers	317,200	1.2%
4237	Hardware and plumbing merchant wholesalers	312,561	1.2%
4233	Lumber and const. supply merchant wholesalers	266,193	1.0%
8123	Drycleaning and laundry services	259,585	1.0%
8113	Commercial machinery repair and maintenance	240,017	0.9%
4452	Specialty food stores	238,513	0.9%
5321	Automotive equipment rental and leasing	214,385	0.8%
4595	Miscellaneous store retailers (4594 and 4595 only)	209,054	0.8%
4442	Lawn and garden equipment and supplies stores	200,457	0.8%
5324	Machinery and equipment rental and leasing	197,462	0.7%
4594	Miscellaneous store retailers (4594 and 4595 only)	191,802	0.7%
5615	Travel arrangement and reservation services	189,414	0.7%
4412	Other motor vehicle dealers	174,517	0.7%
4453	Beer, wine, and liquor stores	171,813	0.6%
4235	Metal and mineral merchant wholesalers	135,262	0.5%
8122	Death care services	135,230	0.5%
5322	Consumer goods rental	134,821	0.5%
4232	Furniture and furnishing merchant wholesalers	110,928	0.4%
8112	Electronic equipment repair and maintenance	103,698	0.4%
8114	Household goods repair and maintenance	85,116	0.3%
4592	Book retailers and news dealers	64,203	0.2%
4593	Florists	59,464	0.2%
5323	General rental centers	30,997	0.1%

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.



**Table 2.3: Definition of Industries for Office Prototype**

NAICS Code (2022)	Description	Average Monthly Employment (Second Quarter, 2024)	Percent Total Workers in Prototype
5613	Employment services	3,299,601	8.0%
6211	Offices of physicians	2,940,671	7.1%
5511	Management of companies and enterprises	2,604,264	6.3%
5415	Computer systems design and related services	2,418,334	5.8%
5617	Services to buildings and dwellings	2,337,652	5.6%
5416	Management and technical consulting services	1,844,505	4.5%
5221	Depository credit intermediation	1,780,767	4.3%
5413	Architectural and engineering services	1,685,495	4.1%
5242	Insurance agencies and brokerages	1,373,549	3.3%
6213	Offices of other health practitioners	1,219,017	2.9%
5241	Insurance carriers	1,210,281	2.9%
5411	Legal services	1,191,517	2.9%
5412	Accounting and bookkeeping services	1,157,354	2.8%
6214	Outpatient care centers	1,105,748	2.7%
6212	Offices of dentists	1,036,589	2.5%
5616	Investigation and security services	1,032,000	2.5%
5417	Scientific research and development services	926,469	2.2%
5419	Other professional and technical services	871,483	2.1%
5313	Activities related to real estate	828,990	2.0%
7223	Special food services	770,348	1.9%
5614	Business support services	682,692	1.6%
5132	Software publishers	634,894	1.5%
5311	Lessors of real estate	630,797	1.5%
5611	Office administrative services	619,140	1.5%
5239	Other financial investment activities	594,220	1.4%
5171	Wired and wireless telecommunications (except satellite)	567,324	1.4%
5222	Non-depository credit intermediation	501,879	1.2%
5418	Advertising, pr, and related services	490,613	1.2%
5182	Data processing, hosting and related services	482,617	1.2%
5231	Securities, commodity contracts, investments	474,374	1.1%
3345	Electronic instrument manufacturing	412,102	1.0%
3344	Semiconductor and electronic component mfg.	393,894	1.0%
5121	Motion picture and video industries	359,371	0.9%
5312	Offices of real estate agents and brokers	344,170	0.8%
5619	Other support services	333,809	0.8%
3391	Medical equipment and supplies manufacturing	326,647	0.8%
6215	Medical and diagnostic laboratories	310,052	0.7%
5223	Activities related to credit intermediation	279,586	0.7%
5131	Newspaper, periodical, book, and directory publishers	266,199	0.6%
5192	Web search portals, libraries, archives, and other information services	180,154	0.4%
5612	Facilities support services	175,964	0.4%
3353	Electrical equipment manufacturing	155,385	0.4%
5414	Specialized design services	150,914	0.4%
5161	Broadcasting, except internet	118,172	0.3%
3341	Computer and peripheral equipment mfg.	105,697	0.3%
3342	Communications equipment manufacturing	82,112	0.2%
5178	All other telecommunications	45,168	0.1%
5331	Lessors of nonfinancial intangible assets	22,271	0.1%
5122	Sound recording industries	20,447	0.0%
5259	Other investment pools and funds	18,935	0.0%
5174	Satellite telecommunications	8,492	0.0%
5232	Securities and commodity exchanges	7,242	0.0%

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

**Table 2.4: Definition of Industries for Industrial Business Park Prototype**

NAICS Code (2022)	Description	Average Monthly Employment (Second Quarter, 2024)	Percent Total Workers in Prototype
5613	Employment services	3,299,601	6.0%
6211	Offices of physicians	2,940,671	5.4%
5511	Management of companies and enterprises	2,604,264	4.8%
2382	Building equipment contractors	2,523,920	4.6%
5415	Computer systems design and related services	2,418,334	4.4%
5617	Services to buildings and dwellings	2,337,652	4.3%
5416	Management and technical consulting services	1,844,505	3.4%
5221	Depository credit intermediation	1,780,767	3.3%
5413	Architectural and engineering services	1,685,495	3.1%
5242	Insurance agencies and brokerages	1,373,549	2.5%
6213	Offices of other health practitioners	1,219,017	2.2%
5241	Insurance carriers	1,210,281	2.2%
5411	Legal services	1,191,517	2.2%
5412	Accounting and bookkeeping services	1,157,354	2.1%
6214	Outpatient care centers	1,105,748	2.0%
6212	Offices of dentists	1,036,589	1.9%
5616	Investigation and security services	1,032,000	1.9%
2381	Building foundation and exterior contractors	998,144	1.8%
2361	Residential building construction	936,374	1.7%
5417	Scientific research and development services	926,469	1.7%
2362	Nonresidential building construction	901,221	1.7%
5419	Other professional and technical services	871,483	1.6%
2383	Building finishing contractors	841,259	1.5%
5313	Activities related to real estate	828,990	1.5%
2389	Other specialty trade contractors	802,998	1.5%
7223	Special food services	770,348	1.4%
5614	Business support services	682,692	1.2%
5132	Software publishers	634,894	1.2%
5311	Lessors of real estate	630,797	1.2%
5611	Office administrative services	619,140	1.1%
2371	Utility system construction	593,320	1.1%
5171	Telecommunications	567,324	1.0%
3363	Motor vehicle parts manufacturing	555,408	1.0%
3116	Animal slaughtering and processing	551,803	1.0%
5222	Nondepository credit intermediation	501,879	0.9%
5418	Advertising, pr, and related services	490,613	0.9%
5182	Data processing, hosting and related services	482,617	0.9%
3323	Architectural and structural metals mfg.	413,396	0.8%
3345	Electronic instrument manufacturing	412,102	0.8%
3344	Semiconductor and electronic component mfg.	393,894	0.7%
2373	Highway, street, and bridge construction	387,956	0.7%
3231	Printing and related support activities	356,621	0.7%
3254	Pharmaceutical and medicine manufacturing	349,110	0.6%
3118	Bakeries and tortilla manufacturing	346,478	0.6%
5312	Offices of real estate agents and brokers	344,170	0.6%

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

**Table 2.4: Definition of Industries for Industrial (Business Park, Light Industrial) Prototype Continued**

NAICS Code (2022)	Description	Average Monthly Employment (First Quarter, 2021)	Percent Total Workers in Prototype
3327	Machine shops and threaded product mfg.	334,156	0.6%
5619	Other support services	333,809	0.6%
3391	Medical equipment and supplies manufacturing	326,647	0.6%
3121	Beverage manufacturing	326,572	0.6%
6215	Medical and diagnostic laboratories	310,052	0.6%
3399	Other miscellaneous manufacturing	289,065	0.5%
3339	Other general purpose machinery manufacturing	283,835	0.5%
3329	Other fabricated metal product manufacturing	280,180	0.5%
5223	Activities related to credit intermediation	279,586	0.5%
5131	Newspaper, book, and directory publishers	266,199	0.5%
3119	Other food manufacturing	265,382	0.5%
3219	Other wood product manufacturing	242,948	0.4%
3371	Household and institutional furniture mfg.	220,470	0.4%
5621	Waste collection	215,316	0.4%
3273	Cement and concrete product manufacturing	209,519	0.4%
5192	Web search portals, libraries, archives, and other	180,154	0.3%
5612	Facilities support services	175,964	0.3%
3114	Fruit and vegetable preserving and specialty	170,343	0.3%
3115	Dairy product manufacturing	167,793	0.3%
3359	Other electrical equipment and component mfg.	166,319	0.3%
3335	Metalworking machinery manufacturing	157,235	0.3%
5414	Specialized design services	150,914	0.3%
2379	Other heavy construction	136,322	0.2%
3332	Industrial machinery manufacturing	131,034	0.2%
5161	Broadcasting, except internet	118,172	0.2%
3256	Soap, cleaning compound, and toiletry mfg.	113,905	0.2%
3324	Boiler, tank, and shipping container mfg.	97,449	0.2%
3211	Sawmills and wood preservation	89,474	0.2%
3333	Commercial and service industry machinery	88,716	0.2%
3212	Plywood and engineered wood product mfg.	81,818	0.1%
3272	Glass and glass product manufacturing	77,223	0.1%
2213	Water, sewage and other systems	61,085	0.1%
3149	Other textile product mills	57,879	0.1%
5178	All other telecommunications	45,168	0.1%
3369	Other transportation equipment manufacturing	39,931	0.1%
3141	Textile furnishings mills	39,818	0.1%
2372	Land subdivision	36,829	0.1%
3271	Clay product and refractory manufacturing	34,339	0.1%
3322	Cutlery and handtool manufacturing	34,089	0.1%
3343	Audio and video equipment manufacturing	18,880	0.0%
5174	Satellite telecommunications	8,492	0.0%

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

**Table 2.5: Definition of Industries for Hotel Prototype**

NAICS Code (2022)	Description	Percent Total Workers in Prototype
721	Accommodation	100.0%

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

**Table 2.6: Definition of Industries for Warehousing/ Storage Prototype**

NAICS Code (2022)	Description	Percent Total Workers in Prototype
4931	Warehousing and storage	100.0%

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

## Occupations and Wages

Once the analysis has established the industries of the new workers, the next step is to estimate their occupations and wages. The US Bureau of Labor Statistics, Industry-occupation matrix identifies the occupations associated with the industries that may be housed by each prototype in the preceding tables. For each industry NAICS code, the industry occupation matrix identifies the occupations that are employed within that industry by Standard Occupational Classification (SOC) code. The SOC system is used by federal agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data. All workers can be classified into one of 867 detailed occupations. To facilitate classification, detailed occupations are combined to form 459 broad occupations, 98 minor groups, and 23 major groups.

The analysis cross referenced local wage data for Napa County provided by the California Employment Development Department (CA EDD) by SOC code with the identified occupations to estimate the average wages of each occupation associated with each prototype. **Appendix Tables A.1 through A.5** identify several figures related to the occupations within each prototype:

1. Percent of total: The percentage of employees within each prototype by occupation.
2. Average annual wage: The average annual wage for a particular occupation. Based on local Napa County data where available. State of California data is used when Napa County data is unavailable.
3. Household income: Average annual wages are multiplied by 1.31 jobs per household to estimate the average household income associated with each occupation.
4. Net New Napa County Households: Percent of total jobs within each prototype multiplied by net new Napa County households from Table 2.1

Note that the occupations are listed because they are associated with an industry in the national data. This does not mean to imply that each occupation listed in these tables will be found in Napa County.

## Worker Households by Income Category

**Table 2.7** summarizes the number of new employee households living in Napa County by income category. The “Net New Napa County Household” column in Appendix Tables A.1 through A.5 is sorted by income category to identify the number of worker households employed within each prototype whose household income falls within each income category (See Table 1.1). The worker households that fall into moderate or lower median income categories drive the calculation of the commercial linkage fee for each prototype.

**Table 2.7: Number of Worker Households by Income Category**

	3 Person Household Income Limits	Number of Employee Households				
		Retail/ Restaurant	Office	Industrial/ Manufacturing	Hotel	Warehousing/ Storage
Extremely Low	39,650	0.048	0.218	0.055	0.029	-
Very Low Income	66,100	74.075	19.813	8.175	49.956	5.177
Low Income	105,650	15.069	26.520	12.214	11.216	2.687
Moderate Income	139,950	4.663	21.825	8.206	4.552	0.332
Above Moderate		3.638	29.117	9.263	2.491	0.335

Sources: Tables 1.1, Appendix Tables A.1 - A.5; Willdan Financial Services.

## Affordability Gap

The affordability gap analysis from Table 1.11 in Chapter 2 is also used in the calculation of the commercial linkage fee. The net new Napa County units demanded for each prototype are multiplied by the financing gap per affordable unit and summarized across all income levels to determine the total financing gap per prototype.

**Table 2.8: Financing Gap per Prototype**

	Extremely Low Income (up to 30% AMI)	Very Low Income (31- 50% AMI)	Low Income (51-80% AMI)	Moderate Income (80% to 120%)	Total
Financing Gap per Affordable Unit	\$ 707,307	\$ 651,452	\$ 534,257	\$ 432,620	
<i>Retail/ Restaurant Prototype</i>					
Units Demanded	0.048	74.075	15.069	4.663	93.854
Total Financing Gap	\$ 33,599	\$ 48,256,200	\$ 8,050,639	\$ 2,017,196	\$ 58,357,635
<i>Office Prototype</i>					
Units Demanded	0.218	19.813	26.520	21.825	68.375
Total Financing Gap	\$ 153,919	\$ 12,907,106	\$ 14,168,454	\$ 9,441,878	\$ 36,671,356
<i>Industrial/Manufacturing Prototype</i>					
Units Demanded	0.055	8.175	12.214	8.206	28.651
Total Financing Gap	\$ 39,216	\$ 5,325,824	\$ 6,525,522	\$ 3,549,946	\$ 15,440,508
<i>Hotel Prototype</i>					
Units Demanded	0.029	49.956	11.216	4.552	65.753
Total Financing Gap	\$ 20,606	\$ 32,543,928	\$ 5,992,361	\$ 1,969,304	\$ 40,526,200
<i>Warehousing/Storage Prototype</i>					
Units Demanded	-	5.177	2.687	0.332	8.196
Total Financing Gap	\$ -	\$ 3,372,858	\$ 1,435,354	\$ 143,445	\$ 4,951,657

Sources: Tables 1.11 and 2.7, Willdan Financial Services.

## Maximum Justified Commercial Linkage Fee Schedule

The affordability gap from **Table 2.8** is divided by the square footage of each prototype to determine the maximum justified commercial linkage fee per square foot for each land use category. The fee schedule is shown below in **Table 2.9**.

**Table 2.9: Maximum Justified Commercial Linkage Fee Schedule**

Land Use	Affordability Gap for All New Worker Households	Size of Prototype (Sq. Ft.)	Maximum Fee per Sq. Ft.	Maximum Fee 2014 Nexus Study
Retail/ Restaurant	\$ 58,357,635	100,000	\$ 584	\$ 208.63
Office	36,671,356	100,000	367	93.94
Industrial/ Manufacturing	15,440,508	100,000	154	59.27
Hotel	40,526,200	100,000	405	143.83
Warehousing/ Storage	4,951,657	100,000	50	13.92

Source: Table 2.8, Willdan Financial Services.

# 3. Appendix

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
11-1011	Chief executives	0.0297%	\$ 271,228	355,309	0.03
11-1021	General and operations managers	2.4553%	147,931	193,790	2.39
11-2011	Advertising and promotions managers	0.0004%	179,337	234,931	0.00
11-2021	Marketing managers	0.0564%	162,948	213,462	0.05
11-2022	Sales managers	0.3750%	146,743	192,233	0.37
11-2032	Public relations managers	0.0025%	170,640	223,538	0.00
11-2033	Fundraising managers	0.0004%	157,949	206,913	0.00
11-3012	Administrative services managers	0.0309%	116,567	152,703	0.03
11-3013	Facilities managers	0.0220%	116,229	152,260	0.02
11-3021	Computer and information systems managers	0.0271%	192,755	252,509	0.03
11-3031	Financial managers	0.0945%	181,815	238,178	0.09
11-3051	Industrial production managers	0.0140%	151,854	198,929	0.01
11-3061	Purchasing managers	0.0097%	137,063	179,553	0.01
11-3071	Transportation, storage, and distribution managers	0.0729%	119,199	156,151	0.07
11-3121	Human resources managers	0.0123%	158,799	208,027	0.01
11-3131	Training and development managers	0.0030%	124,771	163,450	0.00
11-9013	Farmers, ranchers, and other agricultural managers	0.0004%	116,608	152,756	0.00
11-9021	Construction managers	0.0042%	144,930	189,858	0.00
11-9041	Architectural and engineering managers	0.0085%	180,207	236,071	0.01
11-9051	Food service managers	0.7999%	85,325	111,776	0.78
11-9072	Entertainment and recreation managers, except gambling	0.0021%	101,735	133,273	0.00
11-9081	Lodging managers	0.0013%	99,102	129,824	0.00
11-9111	Medical and health services managers	0.0008%	176,929	231,777	0.00
11-9141	Property, real estate, and community association managers	0.0013%	77,069	100,960	0.00
11-9151	Social and community service managers	0.0004%	88,736	116,244	0.00
11-9171	Funeral home managers	0.0597%	95,036	124,497	0.06
11-9179	Personal service managers, all other	0.0199%	83,287	109,106	0.02
11-9199	Managers, all other	0.0593%	163,398	214,051	0.06
13-1020	Buyers and purchasing agents	0.1504%	86,708	113,587	0.15
13-1031	Claims adjusters, examiners, and investigators	0.0021%	90,355	118,365	0.00
13-1032	Insurance appraisers, auto damage	0.0008%	84,946	111,279	0.00
13-1041	Compliance officers	0.0127%	91,574	119,962	0.01
13-1051	Cost estimators	0.1309%	93,888	122,993	0.13
13-1071	Human resources specialists	0.1343%	85,202	111,615	0.13
13-1081	Logisticians	0.0208%	90,887	119,062	0.02
13-1082	Project management specialists	0.0491%	113,637	148,864	0.05
13-1111	Management analysts	0.0174%	105,945	138,788	0.02
13-1121	Meeting, convention, and event planners	0.0432%	67,318	88,187	0.04
13-1131	Fundraisers	0.0038%	76,998	100,867	0.00
13-1141	Compensation, benefits, and job analysis specialists	0.0021%	89,801	117,639	0.00
13-1151	Training and development specialists	0.1619%	82,508	108,085	0.16
13-1161	Market research analysts and marketing specialists	0.1699%	85,622	112,165	0.17
13-1199	Business operations specialists, all other	0.1580%	98,232	128,684	0.15
13-2011	Accountants and auditors	0.1843%	100,465	131,609	0.18
13-2020	Property appraisers and assessors	0.0017%	109,089	142,907	0.00
13-2041	Credit analysts	0.0059%	82,867	108,556	0.01
13-2051	Financial and investment analysts	0.0072%	101,325	132,736	0.01
13-2052	Personal financial advisors	0.0017%	139,337	182,531	0.00
13-2053	Insurance underwriters	0.0004%	93,929	123,047	0.00
13-2071	Credit counselors	0.0038%	76,322	99,982	0.00
13-2072	Loan officers	0.0500%	102,503	134,279	0.05
13-2099	Financial specialists, all other	0.0288%	95,220	124,738	0.03
15-1211	Computer systems analysts	0.0140%	133,329	174,661	0.01
15-1212	Information security analysts	0.0055%	144,981	189,925	0.01
15-1231	Computer network support specialists	0.0119%	86,475	113,282	0.01
15-1232	Computer user support specialists	0.0881%	82,365	107,898	0.09
15-1241	Computer network architects	0.0030%	157,931	206,890	0.00
15-1242	Database administrators	0.0034%	119,895	157,062	0.00
15-1243	Database architects	0.0008%	167,573	219,521	0.00
15-1244	Network and computer systems administrators	0.0220%	118,237	154,890	0.02
15-1251	Computer programmers	0.0030%	128,425	168,237	0.00
15-1252	Software developers	0.0619%	179,029	234,528	0.06

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
15-1253	Software quality assurance analysts and testers	0.0064%	\$ 136,760	179,156	0.01
15-1254	Web developers	0.0123%	125,160	163,960	0.01
15-1255	Web and digital interface designers	0.0212%	141,324	185,134	0.02
15-1299	Computer occupations, all other	0.0178%	130,465	170,909	0.02
15-2031	Operations research analysts	0.0021%	94,933	124,362	0.00
15-2041	Statisticians	0.0004%	133,195	174,485	0.00
15-2051	Data scientists	0.0081%	144,734	189,602	0.01
17-1011	Architects, except landscape and naval	0.0004%	124,428	163,001	0.00
17-1012	Landscape architects	0.0013%	99,487	130,328	0.00
17-2011	Aerospace engineers	0.0004%	147,371	193,056	0.00
17-2031	Bioengineers and biomedical engineers	0.0021%	121,657	159,371	0.00
17-2051	Civil engineers	0.0013%	118,577	155,336	0.00
17-2061	Computer hardware engineers	0.0004%	178,504	233,840	0.00
17-2071	Electrical engineers	0.0085%	151,790	198,845	0.01
17-2072	Electronics engineers, except computer	0.0034%	155,036	203,097	0.00
17-2111	Health and safety engineers, except mining safety engineers and inspect	0.0008%	132,443	173,500	0.00
17-2112	Industrial engineers	0.0119%	124,614	163,244	0.01
17-2141	Mechanical engineers	0.0186%	130,424	170,855	0.02
17-2199	Engineers, all other	0.0051%	140,149	183,595	0.00
17-3011	Architectural and civil drafters	0.0013%	76,637	100,394	0.00
17-3013	Mechanical drafters	0.0021%	86,177	112,892	0.00
17-3023	Electrical and electronic engineering technologists and technicians	0.0034%	87,629	114,794	0.00
17-3024	Electro-mechanical and mechatronics technologists and technicians	0.0013%	91,843	120,314	0.00
17-3026	Industrial engineering technologists and technicians	0.0013%	79,903	104,673	0.00
17-3027	Mechanical engineering technologists and technicians	0.0030%	83,076	108,830	0.00
17-3028	Calibration technologists and technicians	0.0047%	68,756	90,070	0.00
17-3029	Engineering technologists and technicians, except drafters, all other	0.0008%	85,023	111,380	0.00
19-1013	Soil and plant scientists	0.0013%	94,398	123,661	0.00
19-4012	Agricultural technicians	0.0008%	48,924	64,090	0.00
19-5011	Occupational health and safety specialists	0.0034%	108,718	142,421	0.00
19-5012	Occupational health and safety technicians	0.0004%	67,448	88,357	0.00
21-1019	Counselors, all other	0.0051%	51,675	67,694	0.00
21-1099	Community and social service specialists, all other	0.0025%	57,877	75,819	0.00
23-1011	Lawyers	0.0034%	220,320	288,619	0.00
23-2093	Title examiners, abstractors, and searchers	0.0072%	87,094	114,093	0.01
23-2099	Legal support workers, all other	0.0021%	86,527	113,350	0.00
25-3021	Self-enrichment teachers	0.0110%	61,400	80,434	0.01
25-4011	Archivists	0.0004%	72,722	95,266	0.00
25-9031	Instructional coordinators	0.0004%	100,723	131,947	0.00
27-1011	Art directors	0.0055%	152,532	199,817	0.01
27-1012	Craft artists	0.0013%	89,298	116,980	0.00
27-1013	Fine artists, including painters, sculptors, and illustrators	0.0021%	117,454	153,865	0.00
27-1019	Artists and related workers, all other	0.0038%	98,179	128,614	0.00
27-1021	Commercial and industrial designers	0.0047%	97,200	127,332	0.00
27-1023	Floral designers	0.1267%	44,082	57,747	0.12
27-1024	Graphic designers	0.0432%	82,262	107,763	0.04
27-1025	Interior designers	0.0148%	84,034	110,085	0.01
27-1026	Merchandise displayers and window trimmers	0.2818%	45,061	59,030	0.27
27-1029	Designers, all other	0.0013%	94,099	123,270	0.00
27-2012	Producers and directors	0.0004%	137,007	179,479	0.00
27-3031	Public relations specialists	0.0335%	90,421	118,452	0.03
27-3041	Editors	0.0013%	106,503	139,519	0.00
27-3042	Technical writers	0.0013%	112,684	147,616	0.00
27-3043	Writers and authors	0.0038%	111,922	146,618	0.00
27-3099	Media and communication workers, all other	0.0004%	125,438	164,324	0.00
27-4011	Audio and video technicians	0.0017%	74,484	97,574	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.



**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
27-4014	Sound engineering technicians	0.0004%	\$ 85,857	112,473	0.00
27-4021	Photographers	0.0169%	77,791	101,906	0.02
27-4031	Camera operators, television, video, and film	0.0004%	83,684	109,626	0.00
27-4032	Film and video editors	0.0008%	104,669	137,116	0.00
29-1031	Dietitians and nutritionists	0.0030%	87,114	114,119	0.00
29-1041	Optometrists	0.0013%	141,478	185,336	0.00
29-1051	Pharmacists	0.0902%	162,031	212,261	0.09
29-1071	Physician assistants	0.0008%	158,610	207,779	0.00
29-1131	Veterinarians	0.0030%	163,401	214,055	0.00
29-1141	Registered nurses	0.0106%	141,849	185,822	0.01
29-1171	Nurse practitioners	0.0038%	166,419	218,009	0.00
29-1213	Dermatologists	0.0004%	322,794	422,860	0.00
29-1229	Physicians, all other	0.0004%	257,201	336,933	0.00
29-2052	Pharmacy technicians	0.1818%	57,393	75,185	0.18
29-2056	Veterinary technologists and technicians	0.0064%	57,424	75,225	0.01
29-2061	Licensed practical and licensed vocational nurses	0.0021%	78,893	103,350	0.00
29-2081	Opticians, dispensing	0.0674%	61,771	80,920	0.07
31-1120	Home health and personal care aides	0.0216%	36,305	47,560	0.02
31-9011	Massage therapists	0.2000%	58,426	76,538	0.19
31-9092	Medical assistants	0.0017%	52,468	68,733	0.00
31-9096	Veterinary assistants and laboratory animal caretakers	0.0047%	43,964	57,593	0.00
31-9099	Healthcare support workers, all other	0.0055%	56,890	74,526	0.01
33-1091	First-line supervisors of security workers	0.0191%	62,704	82,142	0.02
33-1099	First-line supervisors of protective service workers, all other	0.0025%	77,084	100,980	0.00
33-3041	Parking enforcement workers	0.0008%	67,878	88,920	0.00
33-9011	Animal control workers	0.0017%	64,601	84,627	0.00
33-9021	Private detectives and investigators	0.0479%	65,848	86,261	0.05
33-9032	Security guards	0.3627%	46,324	60,684	0.35
33-9099	Protective service workers, all other	0.0085%	47,170	61,793	0.01
35-1011	Chefs and head cooks	0.4038%	69,219	90,677	0.39
35-1012	First-line supervisors of food preparation and serving workers	4.0044%	49,231	64,493	3.90
35-2011	Cooks, fast food	2.8023%	36,892	48,329	2.73
35-2012	Cooks, institution and cafeteria	0.0254%	47,675	62,454	0.02
35-2014	Cooks, restaurant	5.2869%	43,964	57,593	5.15
35-2015	Cooks, short order	0.3754%	40,737	53,365	0.37
35-2019	Cooks, all other	0.0102%	40,665	53,271	0.01
35-2021	Food preparation workers	2.0270%	40,377	52,894	1.98
35-3011	Bartenders	2.1948%	42,418	55,568	2.14
35-3023	Fast food and counter workers	13.2884%	37,800	49,518	12.96
35-3031	Waiters and waitresses	8.0850%	44,531	58,336	7.88
35-3041	Food servers, nonrestaurant	0.0606%	42,438	55,594	0.06
35-9011	Dining room and cafeteria attendants and bartender helpers	1.4160%	38,552	50,503	1.38
35-9021	Dishwashers	1.5088%	38,964	51,043	1.47
35-9031	Hosts and hostesses, restaurant, lounge, and coffee shop	1.6312%	39,892	52,259	1.59
35-9099	Food preparation and serving related workers, all other	0.2301%	41,521	54,393	0.22
37-1011	First-line supervisors of housekeeping and janitorial workers	0.0038%	59,714	78,225	0.00
37-1012	First-line supervisors of landscaping, lawn service, and groundskeeping w	0.0131%	65,683	86,045	0.01
37-2011	Janitors and cleaners, except maids and housekeeping cleaners	0.5762%	43,149	56,525	0.56
37-2012	Maids and housekeeping cleaners	0.0229%	44,912	58,835	0.02
37-2019	Building cleaning workers, all other	0.0008%	44,613	58,443	0.00
37-3011	Landscaping and groundskeeping workers	0.1080%	46,056	60,333	0.11
37-3012	Pesticide handlers, sprayers, and applicators, vegetation	0.0013%	49,108	64,331	0.00
37-3019	Grounds maintenance workers, all other	0.0017%	52,612	68,922	0.00
39-1014	First-line supervisors of entertainment and recreation workers, except gar	0.0076%	55,364	72,527	0.01
39-1022	First-line supervisors of personal service workers	0.1661%	56,354	73,824	0.16
39-2011	Animal trainers	0.0508%	47,633	62,399	0.05
39-2021	Animal caretakers	0.7512%	40,933	53,622	0.73
39-3011	Gambling dealers	0.0030%	44,201	57,903	0.00
39-3019	Gambling service workers, all other	0.0008%	43,861	57,458	0.00
39-3031	Ushers, lobby attendants, and ticket takers	0.0068%	37,593	49,247	0.01
39-3091	Amusement and recreation attendants	0.0131%	37,779	49,490	0.01
39-3093	Locker room, coatroom, and dressing room attendants	0.0123%	44,294	58,025	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
39-4011	Embalmers	0.0140%	\$ 65,033	85,193	0.01
39-4012	Crematory operators	0.0119%	52,818	69,192	0.01
39-4021	Funeral attendants	0.1381%	43,521	57,013	0.13
39-4031	Morticians, undertakers, and funeral arrangers	0.1021%	54,169	70,961	0.10
39-5011	Barbers	0.0627%	41,315	54,123	0.06
39-5012	Hairdressers, hairstylists, and cosmetologists	1.1965%	48,035	62,926	1.17
39-5091	Makeup artists, theatrical and performance	0.0081%	102,586	134,388	0.01
39-5092	Manicurists and pedicurists	0.6059%	37,439	49,045	0.59
39-5093	Shampooers	0.0309%	36,449	47,748	0.03
39-5094	Skincare specialists	0.2102%	55,839	73,149	0.20
39-6011	Baggage porters and bellhops	0.0076%	40,861	53,528	0.01
39-6012	Concierges	0.0203%	44,335	58,079	0.02
39-7010	Tour and travel guides	0.0318%	46,067	60,348	0.03
39-9011	Childcare workers	0.0030%	41,294	54,095	0.00
39-9031	Exercise trainers and group fitness instructors	0.0415%	63,230	82,831	0.04
39-9032	Recreation workers	0.0013%	42,170	55,243	0.00
39-9099	Personal care and service workers, all other	0.0746%	44,541	58,349	0.07
41-1011	First-line supervisors of retail sales workers	2.4422%	56,699	74,276	2.38
41-1012	First-line supervisors of non-retail sales workers	0.1885%	100,871	132,141	0.18
41-2011	Cashiers	3.0828%	38,747	50,759	3.01
41-2021	Counter and rental clerks	0.7961%	48,286	63,255	0.78
41-2022	Parts salespersons	0.9622%	47,118	61,725	0.94
41-2031	Retail salespersons	10.3298%	43,149	56,525	10.07
41-3011	Advertising sales agents	0.0004%	85,596	112,131	0.00
41-3021	Insurance sales agents	0.0148%	92,221	120,810	0.01
41-3031	Securities, commodities, and financial services sales agents	0.0085%	104,478	136,866	0.01
41-3041	Travel agents	0.2055%	58,621	76,794	0.20
41-3091	Sales representatives of services, except advertising, insurance, financial	0.8813%	96,241	126,076	0.86
41-4011	Sales representatives, wholesale and manufacturing, technical and scient	0.0258%	139,669	182,966	0.03
41-4012	Sales representatives, wholesale and manufacturing, except technical and	0.4237%	87,187	114,215	0.41
41-9011	Demonstrators and product promoters	0.0051%	47,924	62,780	0.00
41-9012	Models	0.0021%	86,485	113,295	0.00
41-9022	Real estate sales agents	0.0004%	75,312	98,659	0.00
41-9031	Sales engineers	0.0055%	151,503	198,469	0.01
41-9041	Telemarketers	0.0081%	42,447	55,606	0.01
41-9091	Door-to-door sales workers, news and street vendors, and related workers	0.0017%	41,682	54,603	0.00
41-9099	Sales and related workers, all other	0.0945%	67,716	88,708	0.09
43-1011	First-line supervisors of office and administrative support workers	0.4538%	77,987	102,163	0.44
43-2011	Switchboard operators, including answering service	0.0042%	54,302	71,136	0.00
43-2021	Telephone operators	0.0004%	58,470	76,596	0.00
43-3011	Bill and account collectors	0.0157%	55,468	72,663	0.02
43-3021	Billing and posting clerks	0.0466%	55,014	72,068	0.05
43-3031	Bookkeeping, accounting, and auditing clerks	0.6254%	58,439	76,555	0.61
43-3051	Payroll and timekeeping clerks	0.0356%	63,658	83,392	0.03
43-3061	Procurement clerks	0.0208%	55,055	72,122	0.02
43-3099	Financial clerks, all other	0.0034%	58,789	77,014	0.00
43-4021	Correspondence clerks	0.0008%	54,570	71,487	0.00
43-4031	Court, municipal, and license clerks	0.0008%	63,958	83,785	0.00
43-4041	Credit authorizers, checkers, and clerks	0.0017%	48,247	63,204	0.00
43-4051	Customer service representatives	1.7846%	51,527	67,500	1.74
43-4071	File clerks	0.0127%	48,154	63,082	0.01
43-4081	Hotel, motel, and resort desk clerks	0.0038%	40,603	53,190	0.00
43-4131	Loan interviewers and clerks	0.0030%	56,045	73,419	0.00
43-4151	Order clerks	0.0585%	48,030	62,919	0.06
43-4161	Human resources assistants, except payroll and timekeeping	0.0119%	56,561	74,095	0.01
43-4171	Receptionists and information clerks	0.5339%	44,275	58,000	0.52
43-4181	Reservation and transportation ticket agents and travel clerks	0.0729%	45,957	60,204	0.07
43-4199	Information and record clerks, all other	0.0131%	57,716	75,608	0.01
43-5011	Cargo and freight agents	0.0004%	59,016	77,311	0.00
43-5021	Couriers and messengers	0.0059%	44,420	58,190	0.01
43-5032	Dispatchers, except police, fire, and ambulance	0.0551%	55,447	72,636	0.05
43-5061	Production, planning, and expediting clerks	0.0767%	65,010	85,163	0.07

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
43-5071	Shipping, receiving, and inventory clerks	0.7410%	\$ 46,421	60,812	0.72
43-5111	Weighers, measurers, checkers, and samplers, recordkeeping	0.0038%	46,957	61,514	0.00
43-6011	Executive secretaries and executive administrative assistants	0.0373%	89,025	116,623	0.04
43-6013	Medical secretaries and administrative assistants	0.0008%	53,466	70,040	0.00
43-6014	Secretaries and administrative assistants, except legal, medical, and exe	0.4140%	55,323	72,473	0.40
43-9021	Data entry keyers	0.0186%	49,763	65,190	0.02
43-9031	Desktop publishers	0.0004%	73,706	96,555	0.00
43-9041	Insurance claims and policy processing clerks	0.0021%	53,229	69,730	0.00
43-9051	Mail clerks and mail machine operators, except postal service	0.0008%	45,802	60,001	0.00
43-9061	Office clerks, general	0.9037%	50,217	65,784	0.88
43-9071	Office machine operators, except computer	0.0017%	48,876	64,028	0.00
43-9199	Office and administrative support workers, all other	0.0280%	55,158	72,257	0.03
45-1011	First-line supervisors of farming, fishing, and forestry workers	0.0051%	61,654	80,767	0.00
45-2041	Graders and sorters, agricultural products	0.0004%	36,886	48,321	0.00
45-2091	Agricultural equipment operators	0.0021%	41,062	53,791	0.00
45-2092	Farmworkers and laborers, crop, nursery, and greenhouse	0.0737%	37,625	49,289	0.07
45-2093	Farmworkers, farm, ranch, and aquacultural animals	0.0004%	45,576	59,705	0.00
47-1011	First-line supervisors of construction trades and extraction workers	0.0165%	98,673	129,262	0.02
47-2011	Boilermakers	0.0038%	104,019	136,265	0.00
47-2022	Stonemasons	0.0008%	65,594	85,928	0.00
47-2031	Carpenters	0.0263%	75,280	98,617	0.03
47-2042	Floor layers, except carpet, wood, and hard tiles	0.0042%	65,307	85,552	0.00
47-2044	Tile and stone setters	0.0034%	61,449	80,498	0.00
47-2051	Cement masons and concrete finishers	0.0013%	70,663	92,569	0.00
47-2061	Construction laborers	0.0157%	63,316	82,944	0.02
47-2073	Operating engineers and other construction equipment operators	0.0042%	90,783	118,926	0.00
47-2111	Electricians	0.0085%	86,525	113,348	0.01
47-2121	Glaziers	0.0292%	73,546	96,345	0.03
47-2131	Insulation workers, floor, ceiling, and wall	0.0008%	67,667	88,644	0.00
47-2141	Painters, construction and maintenance	0.0051%	62,608	82,016	0.00
47-2152	Plumbers, pipefitters, and steamfitters	0.0089%	77,260	101,211	0.01
47-2181	Roofers	0.0004%	70,796	92,743	0.00
47-2211	Sheet metal workers	0.0008%	88,331	115,714	0.00
47-3012	Helpers--carpenters	0.0004%	48,778	63,899	0.00
47-3014	Helpers--painters, paperhangers, plasterers, and stucco masons	0.0004%	47,690	62,474	0.00
47-3019	Helpers, construction trades, all other	0.0042%	49,824	65,269	0.00
47-4011	Construction and building inspectors	0.0017%	98,971	129,652	0.00
47-4021	Elevator and escalator installers and repairers	0.0008%	129,393	169,505	0.00
47-4031	Fence erectors	0.0038%	50,922	66,708	0.00
47-5022	Excavating and loading machine and dragline operators, surface mining	0.0004%	78,963	103,442	0.00
47-5032	Explosives workers, ordnance handling experts, and blasters	0.0004%	75,947	99,491	0.00
47-5071	Roustabouts, oil and gas	0.0025%	66,179	86,694	0.00
49-1011	First-line supervisors of mechanics, installers, and repairers	0.5724%	95,440	125,026	0.56
49-2011	Computer, automated teller, and office machine repairers	0.2491%	55,069	72,140	0.24
49-2021	Radio, cellular, and tower equipment installers and repairers	0.0102%	84,238	110,352	0.01
49-2022	Telecommunications equipment installers and repairers, except line instal	0.0246%	76,483	100,193	0.02
49-2091	Avionics technicians	0.0013%	93,389	122,340	0.00
49-2092	Electric motor, power tool, and related repairers	0.0195%	66,364	86,937	0.02
49-2093	Electrical and electronics installers and repairers, transportation equipme	0.0034%	89,620	117,402	0.00
49-2094	Electrical and electronics repairers, commercial and industrial equipment	0.0263%	76,254	99,893	0.03
49-2095	Electrical and electronics repairers, powerhouse, substation, and relay	0.0021%	119,268	156,241	0.00
49-2096	Electronic equipment installers and repairers, motor vehicles	0.0326%	52,311	68,527	0.03
49-2097	Audiovisual equipment installers and repairers	0.0966%	68,374	89,570	0.09
49-2098	Security and fire alarm systems installers	0.0008%	70,986	92,992	0.00
49-3011	Aircraft mechanics and service technicians	0.0025%	85,082	111,457	0.00
49-3021	Automotive body and related repairers	0.6178%	63,054	82,601	0.60
49-3022	Automotive glass installers and repairers	0.0669%	51,540	67,517	0.07
49-3023	Automotive service technicians and mechanics	2.4265%	63,939	83,760	2.37
49-3031	Bus and truck mechanics and diesel engine specialists	0.3415%	72,715	95,257	0.33
49-3041	Farm equipment mechanics and service technicians	0.0148%	58,297	76,369	0.01
49-3042	Mobile heavy equipment mechanics, except engines	0.0521%	84,155	110,243	0.05
49-3051	Motorboat mechanics and service technicians	0.0623%	63,876	83,678	0.06

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
49-3052	Motorcycle mechanics	0.0593%	\$ 56,496	74,010	0.06
49-3053	Outdoor power equipment and other small engine mechanics	0.0746%	51,478	67,436	0.07
49-3091	Bicycle repairers	0.0025%	47,605	62,363	0.00
49-3092	Recreational vehicle service technicians	0.0682%	59,233	77,595	0.07
49-3093	Tire repairers and changers	0.4152%	43,816	57,399	0.40
49-9011	Mechanical door repairers	0.0254%	60,712	79,533	0.02
49-9012	Control and valve installers and repairers, except mechanical door	0.0042%	96,481	126,390	0.00
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	0.0458%	72,923	95,529	0.04
49-9031	Home appliance repairers	0.1364%	52,571	68,868	0.13
49-9041	Industrial machinery mechanics	0.2148%	74,109	97,083	0.21
49-9043	Maintenance workers, machinery	0.0072%	68,550	89,801	0.01
49-9044	Millwrights	0.0136%	71,778	94,029	0.01
49-9051	Electrical power-line installers and repairers	0.0013%	116,551	152,682	0.00
49-9062	Medical equipment repairers	0.0458%	81,397	106,630	0.04
49-9063	Musical instrument repairers and tuners	0.0047%	48,865	64,013	0.00
49-9064	Watch and clock repairers	0.0017%	59,358	77,759	0.00
49-9069	Precision instrument and equipment repairers, all other	0.0114%	71,372	93,497	0.01
49-9071	Maintenance and repair workers, general	0.3521%	59,161	77,501	0.34
49-9081	Wind turbine service technicians	0.0102%	98,188	128,626	0.01
49-9091	Coin, vending, and amusement machine servicers and repairers	0.0076%	52,352	68,581	0.01
49-9094	Locksmiths and safe repairers	0.0017%	65,188	85,396	0.00
49-9095	Manufactured building and mobile home installers	0.0055%	52,748	69,100	0.01
49-9096	Riggers	0.0047%	92,056	120,593	0.00
49-9098	Helpers--installation, maintenance, and repair workers	0.1233%	44,316	58,054	0.12
49-9099	Installation, maintenance, and repair workers, all other	0.0835%	56,693	74,268	0.08
51-1011	First-line supervisors of production and operating workers	0.1063%	82,179	107,654	0.10
51-2021	Coil winders, tapers, and finishers	0.0034%	47,162	61,782	0.00
51-2028	Electrical, electronic, and electromechanical assemblers, except coil wind	0.0081%	50,824	66,579	0.01
51-2031	Engine and other machine assemblers	0.0034%	51,000	66,810	0.00
51-2041	Structural metal fabricators and fitters	0.0034%	57,776	75,687	0.00
51-2051	Fiberglass laminators and fabricators	0.0034%	53,079	69,533	0.00
51-2090	Miscellaneous assemblers and fabricators	0.1008%	47,948	62,812	0.10
51-3011	Bakers	0.2157%	42,083	55,129	0.21
51-3021	Butchers and meat cutters	0.0703%	44,421	58,192	0.07
51-3022	Meat, poultry, and fish cutters and trimmers	0.0008%	38,886	50,941	0.00
51-3091	Food and tobacco roasting, baking, and drying machine operators and tenders	0.0055%	46,397	60,780	0.01
51-3092	Food batchmakers	0.0182%	42,703	55,941	0.02
51-3093	Food cooking machine operators and tenders	0.0085%	43,190	56,579	0.01
51-3099	Food processing workers, all other	0.0021%	42,310	55,426	0.00
51-4021	Extruding and drawing machine setters, operators, and tenders, metal and plastic	0.0004%	47,028	61,607	0.00
51-4031	Cutting, punching, and press machine setters, operators, and tenders, metal and plastic	0.0017%	49,583	64,954	0.00
51-4033	Grinding, lapping, polishing, and buffing machine tool setters, operators, and tenders	0.0004%	46,997	61,566	0.00
51-4035	Milling and planing machine setters, operators, and tenders, metal and plastic	0.0008%	58,448	76,567	0.00
51-4041	Machinists	0.0411%	62,359	81,690	0.04
51-4072	Molding, coremaking, and casting machine setters, operators, and tenders	0.0008%	47,700	62,487	0.00
51-4081	Multiple machine tool setters, operators, and tenders, metal and plastic	0.0055%	45,807	60,007	0.01
51-4111	Tool and die makers	0.0008%	71,969	94,279	0.00
51-4121	Welders, cutters, solderers, and brazers	0.0915%	61,210	80,185	0.09
51-4122	Welding, soldering, and brazing machine setters, operators, and tenders	0.0017%	51,331	67,244	0.00
51-4194	Tool grinders, filers, and sharpeners	0.0042%	52,759	69,114	0.00
51-5111	Prepress technicians and workers	0.0008%	54,176	70,971	0.00
51-5112	Printing press operators	0.0119%	48,972	64,153	0.01
51-6011	Laundry and dry-cleaning workers	0.3923%	39,093	51,212	0.38
51-6021	Pressers, textile, garment, and related materials	0.1110%	38,514	50,453	0.11
51-6031	Sewing machine operators	0.0297%	38,721	50,725	0.03
51-6041	Shoe and leather workers and repairers	0.0025%	40,800	53,448	0.00
51-6051	Sewers, hand	0.0021%	37,355	48,935	0.00
51-6052	Tailors, dressmakers, and custom sewers	0.0432%	53,059	69,507	0.04
51-6062	Textile cutting machine setters, operators, and tenders	0.0004%	40,903	53,583	0.00
51-6092	Fabric and apparel patternmakers	0.0004%	73,034	95,675	0.00
51-6093	Upholsterers	0.0288%	50,576	66,255	0.03
51-6099	Textile, apparel, and furnishings workers, all other	0.0055%	39,507	51,754	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
51-7011	Cabinetmakers and bench carpenters	0.0093%	\$ 51,755	67,799	0.01
51-7021	Furniture finishers	0.0076%	51,372	67,297	0.01
51-7041	Sawing machine setters, operators, and tenders, wood	0.0034%	45,517	59,627	0.00
51-7042	Woodworking machine setters, operators, and tenders, except sawing	0.0025%	45,734	59,912	0.00
51-8021	Stationary engineers and boiler operators	0.0004%	73,541	96,339	0.00
51-8031	Water and wastewater treatment plant and system operators	0.0008%	84,321	110,461	0.00
51-9012	Separating, filtering, clarifying, precipitating, and still machine setters, operators, and tenders	0.0216%	64,459	84,441	0.02
51-9021	Crushing, grinding, and polishing machine setters, operators, and tenders	0.0013%	46,986	61,552	0.00
51-9022	Grinding and polishing workers, hand	0.0038%	47,493	62,216	0.00
51-9023	Mixing and blending machine setters, operators, and tenders	0.0025%	54,000	70,740	0.00
51-9031	Cutters and trimmers, hand	0.0004%	39,310	51,496	0.00
51-9032	Cutting and slicing machine setters, operators, and tenders	0.0030%	46,831	61,349	0.00
51-9061	Inspectors, testers, sorters, samplers, and weighers	0.0703%	56,628	74,183	0.07
51-9071	Jewelers and precious stone and metal workers	0.0064%	59,234	77,597	0.01
51-9111	Packaging and filling machine operators and tenders	0.0085%	44,400	58,164	0.01
51-9123	Painting, coating, and decorating workers	0.0021%	53,038	69,480	0.00
51-9124	Coating, painting, and spraying machine setters, operators, and tenders	0.1407%	57,641	75,510	0.14
51-9151	Photographic process workers and processing machine operators	0.0064%	48,259	63,219	0.01
51-9161	Computer numerically controlled tool operators	0.0047%	54,972	72,013	0.00
51-9162	Computer numerically controlled tool programmers	0.0004%	81,766	107,113	0.00
51-9192	Cleaning, washing, and metal pickling equipment operators and tenders	0.0008%	43,666	57,202	0.00
51-9194	Etchers and engravers	0.0076%	48,269	63,232	0.01
51-9195	Molders, shapers, and casters, except metal and plastic	0.0047%	53,038	69,480	0.00
51-9197	Tire builders	0.0017%	48,631	63,707	0.00
51-9198	Helpers--production workers	0.0398%	44,234	57,947	0.04
51-9199	Production workers, all other	0.0136%	46,521	60,943	0.01
53-1047	First-line supervisors of transportation and material moving workers, except	0.3957%	69,553	91,114	0.39
53-2012	Commercial pilots	0.0004%	161,474	211,531	0.00
53-3031	Driver/sales workers	1.1537%	48,650	63,732	1.12
53-3032	Heavy and tractor-trailer truck drivers	0.2496%	60,964	79,863	0.24
53-3033	Light truck drivers	0.9071%	50,711	66,431	0.88
53-3051	Bus drivers, school	0.0004%	56,810	74,421	0.00
53-3052	Bus drivers, transit and intercity	0.0064%	68,570	89,827	0.01
53-3053	Shuttle drivers and chauffeurs	0.1301%	44,977	58,920	0.13
53-3099	Motor vehicle operators, all other	0.0826%	52,521	68,803	0.08
53-5011	Sailors and marine oilers	0.0008%	64,427	84,399	0.00
53-5021	Captains, mates, and pilots of water vessels	0.0017%	95,520	125,131	0.00
53-5022	Motorboat operators	0.0008%	85,090	111,468	0.00
53-6021	Parking attendants	0.3834%	39,809	52,150	0.37
53-6031	Automotive and watercraft service attendants	0.2712%	42,257	55,357	0.26
53-6051	Transportation inspectors	0.0106%	89,515	117,265	0.01
53-6099	Transportation workers, all other	0.0038%	52,740	69,089	0.00
53-7011	Conveyor operators and tenders	0.0004%	44,548	58,358	0.00
53-7021	Crane and tower operators	0.0025%	69,940	91,621	0.00
53-7051	Industrial truck and tractor operators	0.1568%	50,794	66,540	0.15
53-7061	Cleaners of vehicles and equipment	1.1309%	40,238	52,712	1.10
53-7062	Laborers and freight, stock, and material movers, hand	1.1635%	45,354	59,414	1.13
53-7063	Machine feeders and offbearers	0.0064%	45,270	59,304	0.01
53-7064	Packers and packagers, hand	0.2207%	41,347	54,165	0.22
53-7065	Stockers and order fillers	4.7522%	44,653	58,495	4.63
53-7121	Tank car, truck, and ship loaders	0.0017%	62,815	82,288	0.00
53-7199	Material moving workers, all other	0.0398%	42,644	55,864	0.04

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average		Net New Napa County Households
			Annual Wage	Household Income	
11-1011	Chief Executives	0.2424%	\$271,228	355,309	0.24
11-1021	General and operations managers	2.9963%	147,931	193,790	2.92
11-2011	Advertising and promotions managers	0.0352%	179,337	234,931	0.03
11-2021	Marketing managers	0.5694%	162,948	213,462	0.56
11-2022	Sales managers	0.5809%	146,743	192,233	0.57
11-2032	Public relations managers	0.0833%	170,640	223,538	0.08
11-2033	Fundraising managers	0.0089%	157,949	206,913	0.01
11-3012	Administrative services managers	0.2567%	116,567	152,703	0.25
11-3013	Facilities managers	0.0963%	116,229	152,260	0.09
11-3021	Computer and information systems managers	0.9995%	192,755	252,509	0.97
11-3031	Financial managers	1.3237%	181,815	238,178	1.29
11-3051	Industrial production managers	0.1000%	151,854	198,929	0.10
11-3061	Purchasing managers	0.0742%	137,063	179,553	0.07
11-3071	Transportation, storage, and distribution managers	0.0786%	119,199	156,151	0.08
11-3111	Compensation and benefits managers	0.0305%	170,671	223,579	0.03
11-3121	Human resources managers	0.2730%	158,799	208,027	0.27
11-3131	Training and development managers	0.0508%	124,771	163,450	0.05
11-9013	Farmers, ranchers, and other agricultural managers	0.0022%	116,608	152,756	0.00
11-9021	Construction managers	0.0823%	144,930	189,858	0.08
11-9031	Education and childcare administrators, preschool and daycare	0.0012%	78,657	103,041	0.00
11-9032	Education administrators, kindergarten through secondary	0.0030%	140,023	183,430	0.00
11-9033	Education administrators, postsecondary	0.0007%	141,888	185,873	0.00
11-9039	Education administrators, all other	0.0032%	134,892	176,709	0.00
11-9041	Architectural and engineering managers	0.2964%	180,207	236,071	0.29
11-9051	Food service managers	0.0601%	85,325	111,776	0.06
11-9071	Gambling managers	0.0002%	119,189	156,138	0.00
11-9072	Entertainment and recreation managers, except gambling	0.0039%	101,735	133,273	0.00
11-9081	Lodging managers	0.0042%	99,102	129,824	0.00
11-9111	Medical and health services managers	0.5033%	176,929	231,777	0.49
11-9121	Natural sciences managers	0.1461%	160,018	209,624	0.14
11-9141	Property, real estate, and community association managers	0.6263%	77,069	100,960	0.61
11-9151	Social and community service managers	0.0414%	88,736	116,244	0.04
11-9161	Emergency management directors	0.0015%	134,779	176,560	0.00
11-9179	Personal service managers, all other	0.0017%	83,287	109,106	0.00
11-9199	Managers, all other	0.6413%	163,398	214,051	0.63
13-1011	Agents and business managers of artists, performers, and athletes	0.0020%	139,767	183,095	0.00
13-1020	Buyers and purchasing agents	0.3215%	86,708	113,587	0.31
13-1031	Claims adjusters, examiners, and investigators	0.6539%	90,355	118,365	0.64
13-1032	Insurance appraisers, auto damage	0.0239%	84,946	111,279	0.02
13-1041	Compliance officers	0.3676%	91,574	119,962	0.36
13-1051	Cost estimators	0.0596%	93,888	122,993	0.06
13-1071	Human resources specialists	1.2025%	85,202	111,615	1.17
13-1075	Labor relations specialists	0.0148%	113,647	148,878	0.01
13-1081	Logisticians	0.2003%	90,887	119,062	0.20
13-1082	Project management specialists	1.2139%	113,637	148,864	1.18
13-1111	Management analysts	1.4782%	105,945	138,788	1.44

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
13-1121	Meeting, convention, and event planners	0.1022%	\$ 67,318	88,187	0.10
13-1131	Fundraisers	0.0345%	76,998	100,867	0.03
13-1141	Compensation, benefits, and job analysis specialists	0.1537%	89,801	117,639	0.15
13-1151	Training and development specialists	0.3974%	82,508	108,085	0.39
13-1161	Market research analysts and marketing specialists	1.2676%	85,622	112,165	1.24
13-1199	Business operations specialists, all other	1.0530%	98,232	128,684	1.03
13-2011	Accountants and auditors	2.2080%	100,465	131,609	2.15
13-2020	Property appraisers and assessors	0.0749%	109,089	142,907	0.07
13-2031	Budget analysts	0.0278%	109,294	143,175	0.03
13-2041	Credit analysts	0.1619%	82,867	108,556	0.16
13-2051	Financial and investment analysts	0.6593%	101,325	132,736	0.64
13-2052	Personal financial advisors	0.6672%	139,337	182,531	0.65
13-2053	Insurance underwriters	0.2858%	93,929	123,047	0.28
13-2054	Financial risk specialists	0.1215%	123,860	162,257	0.12
13-2061	Financial examiners	0.1188%	112,326	147,147	0.12
13-2071	Credit counselors	0.0234%	76,322	99,982	0.02
13-2072	Loan officers	0.7268%	102,503	134,279	0.71
13-2082	Tax preparers	0.2077%	72,460	94,923	0.20
13-2099	Financial specialists, all other	0.1449%	95,220	124,738	0.14
15-1211	Computer systems analysts	0.8842%	133,329	174,661	0.86
15-1212	Information security analysts	0.3550%	144,981	189,925	0.35
15-1221	Computer and information research scientists	0.0468%	193,081	252,936	0.05
15-1231	Computer network support specialists	0.2370%	86,475	113,282	0.23
15-1232	Computer user support specialists	0.9810%	82,365	107,898	0.96
15-1241	Computer network architects	0.3402%	157,931	206,890	0.33
15-1242	Database administrators	0.1155%	119,895	157,062	0.11
15-1243	Database architects	0.1116%	167,573	219,521	0.11
15-1244	Network and computer systems administrators	0.4780%	118,237	154,890	0.47
15-1251	Computer programmers	0.1946%	128,425	168,237	0.19
15-1252	Software developers	3.0868%	179,029	234,528	3.01
15-1253	Software quality assurance analysts and testers	0.3831%	136,760	179,156	0.37
15-1254	Web developers	0.1387%	125,160	163,960	0.14
15-1255	Web and digital interface designers	0.1646%	141,324	185,134	0.16
15-1299	Computer occupations, all other	0.5497%	130,465	170,909	0.54
15-2011	Actuaries	0.0697%	131,928	172,826	0.07
15-2021	Mathematicians	0.0010%	135,534	177,550	0.00
15-2031	Operations research analysts	0.1818%	94,933	124,362	0.18
15-2041	Statisticians	0.0379%	133,195	174,485	0.04
15-2051	Data scientists	0.3570%	144,734	189,602	0.35
15-2099	Mathematical science occupations, all other	0.0057%	143,034	187,375	0.01
17-1011	Architects, except landscape and naval	0.2481%	124,428	163,001	0.24
17-1012	Landscape architects	0.0281%	99,487	130,328	0.03
17-1021	Cartographers and photogrammetrists	0.0103%	103,917	136,131	0.01
17-1022	Surveyors	0.0995%	108,470	142,096	0.10
17-2011	Aerospace engineers	0.0648%	147,371	193,056	0.06
17-2021	Agricultural engineers	0.0002%	104,040	136,292	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average	Household Income	Net New
			Annual Wage		Napa County Households
17-2031	Bioengineers and biomedical engineers	0.0278%	\$ 121,657	159,371	0.03
17-2041	Chemical engineers	0.0187%	123,862	162,259	0.02
17-2051	Civil engineers	0.4748%	118,577	155,336	0.46
17-2061	Computer hardware engineers	0.1668%	178,504	233,840	0.16
17-2071	Electrical engineers	0.2456%	151,790	198,845	0.24
17-2072	Electronics engineers, except computer	0.1604%	155,036	203,097	0.16
17-2081	Environmental engineers	0.0530%	121,894	159,681	0.05
17-2111	Health and safety engineers, except mining safety engineers and inspr	0.0202%	132,443	173,500	0.02
17-2112	Industrial engineers	0.3104%	124,614	163,244	0.30
17-2121	Marine engineers and naval architects	0.0059%	133,082	174,337	0.01
17-2131	Materials engineers	0.0276%	126,829	166,146	0.03
17-2141	Mechanical engineers	0.3213%	130,424	170,855	0.31
17-2151	Mining and geological engineers, including mining safety engineers	0.0081%	130,970	171,571	0.01
17-2171	Petroleum engineers	0.0136%	144,064	188,724	0.01
17-2199	Engineers, all other	0.1592%	140,149	183,595	0.16
17-3011	Architectural and civil drafters	0.2094%	76,637	100,394	0.20
17-3012	Electrical and electronics drafters	0.0291%	78,728	103,134	0.03
17-3013	Mechanical drafters	0.0399%	86,177	112,892	0.04
17-3021	Aerospace engineering and operations technologists and technicians	0.0123%	96,499	126,414	0.01
17-3022	Civil engineering technologists and technicians	0.0825%	83,622	109,545	0.08
17-3023	Electrical and electronic engineering technologists and technicians	0.1256%	87,629	114,794	0.12
17-3024	Electro-mechanical and mechatronics technologists and technicians	0.0202%	91,843	120,314	0.02
17-3025	Environmental engineering technologists and technicians	0.0207%	75,308	98,653	0.02
17-3026	Industrial engineering technologists and technicians	0.0737%	79,903	104,673	0.07
17-3027	Mechanical engineering technologists and technicians	0.0456%	83,076	108,830	0.04
17-3028	Calibration technologists and technicians	0.0170%	68,756	90,070	0.02
17-3029	Engineering technologists and technicians, except drafters, all other	0.0756%	85,023	111,380	0.07
17-3031	Surveying and mapping technicians	0.1022%	76,874	100,705	0.10
19-1011	Animal scientists	0.0015%	133,587	174,999	0.00
19-1012	Food scientists and technologists	0.0113%	92,523	121,205	0.01
19-1013	Soil and plant scientists	0.0143%	94,398	123,661	0.01
19-1021	Biochemists and biophysicists	0.0574%	141,509	185,377	0.06
19-1022	Microbiologists	0.0273%	114,003	149,344	0.03
19-1023	Zoologists and wildlife biologists	0.0071%	93,841	122,932	0.01
19-1029	Biological scientists, all other	0.0719%	125,077	163,851	0.07
19-1031	Conservation scientists	0.0034%	88,443	115,860	0.00
19-1032	Foresters	0.0025%	87,990	115,267	0.00
19-1041	Epidemiologists	0.0037%	105,483	138,183	0.00
19-1042	Medical scientists, except epidemiologists	0.1702%	133,236	174,539	0.17
19-1099	Life scientists, all other	0.0074%	140,366	183,879	0.01
19-2011	Astronomers	0.0027%	149,957	196,444	0.00
19-2012	Physicists	0.0254%	181,945	238,348	0.02
19-2021	Atmospheric and space scientists	0.0076%	122,162	160,032	0.01
19-2031	Chemists	0.0882%	108,749	142,461	0.09

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.



**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
19-2032	Materials scientists	0.0118%	\$ 139,232	182,394	0.01
19-2041	Environmental scientists and specialists, including health	0.0806%	105,442	138,129	0.08
19-2042	Geoscientists, except hydrologists and geographers	0.0352%	111,602	146,199	0.03
19-2043	Hydrologists	0.0054%	123,635	161,962	0.01
19-2099	Physical scientists, all other	0.0131%	143,415	187,874	0.01
19-3011	Economists	0.0153%	137,831	180,559	0.01
19-3022	Survey researchers	0.0131%	76,771	100,570	0.01
19-3032	Industrial-organizational psychologists	0.0012%	140,417	183,946	0.00
19-3033	Clinical and counseling psychologists	0.1146%	136,410	178,697	0.11
19-3034	School psychologists	0.0032%	113,147	148,223	0.00
19-3039	Psychologists, all other	0.0076%	138,418	181,328	0.01
19-3041	Sociologists	0.0025%	118,814	155,646	0.00
19-3051	Urban and regional planners	0.0128%	111,180	145,646	0.01
19-3091	Anthropologists and archeologists	0.0121%	79,254	103,823	0.01
19-3093	Historians	0.0010%	95,552	125,173	0.00
19-3094	Political scientists	0.0022%	131,310	172,016	0.00
19-3099	Social scientists and related workers, all other	0.0168%	106,812	139,924	0.02
19-4012	Agricultural technicians	0.0133%	48,924	64,090	0.01
19-4013	Food science technicians	0.0067%	56,187	73,605	0.01
19-4021	Biological technicians	0.0825%	69,302	90,786	0.08
19-4031	Chemical technicians	0.0549%	63,079	82,633	0.05
19-4042	Environmental science and protection technicians, including health	0.0426%	70,755	92,689	0.04
19-4043	Geological technicians, except hydrologic technicians	0.0143%	88,629	116,104	0.01
19-4044	Hydrologic technicians	0.0010%	72,063	94,403	0.00
19-4051	Nuclear technicians	0.0017%	86,949	113,903	0.00
19-4061	Social science research assistants	0.0342%	75,833	99,341	0.03
19-4071	Forest and conservation technicians	0.0032%	62,616	82,027	0.00
19-4092	Forensic science technicians	0.0030%	101,372	132,797	0.00
19-4099	Life, physical, and social science technicians, all other	0.0574%	75,916	99,450	0.06
19-5011	Occupational health and safety specialists	0.0754%	108,718	142,421	0.07
19-5012	Occupational health and safety technicians	0.0143%	67,448	88,357	0.01
21-1012	Educational, guidance, and career counselors and advisors	0.0126%	88,412	115,820	0.01
21-1013	Marriage and family therapists	0.0779%	71,888	94,173	0.08
21-1015	Rehabilitation counselors	0.0153%	48,914	64,077	0.01
21-1018	Substance abuse, behavioral disorder, and mental health counselors	0.4114%	68,993	90,381	0.40
21-1019	Counselors, all other	0.0283%	51,675	67,694	0.03
21-1021	Child, family, and school social workers	0.0463%	71,434	93,579	0.05
21-1022	Healthcare social workers	0.1020%	96,015	125,780	0.10
21-1023	Mental health and substance abuse social workers	0.1099%	83,787	109,761	0.11
21-1029	Social workers, all other	0.0074%	74,504	97,600	0.01
21-1091	Health education specialists	0.0419%	78,770	103,189	0.04
21-1092	Probation officers and correctional treatment specialists	0.0022%	105,318	137,967	0.00
21-1093	Social and human service assistants	0.1099%	53,220	69,718	0.11
21-1094	Community health workers	0.0429%	59,608	78,086	0.04
21-1099	Community and social service specialists, all other	0.0204%	57,877	75,819	0.02
21-2011	Clergy	0.0039%	85,785	112,378	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average	Household Income	Net New
			Annual Wage		Napa County Households
21-2021	Directors, religious activities and education	0.0005%	\$ 79,171	103,714	0.00
21-2099	Religious workers, all other	0.0002%	54,395	71,257	0.00
23-1011	Lawyers	1.3287%	220,320	288,619	1.30
23-2011	Paralegals and legal assistants	0.7487%	81,603	106,900	0.73
23-2093	Title examiners, abstractors, and searchers	0.1192%	87,094	114,093	0.12
23-2099	Legal support workers, all other	0.0416%	86,527	113,350	0.04
25-1042	Biological science teachers, postsecondary	0.0010%	136,914	179,357	0.00
25-1071	Health specialties teachers, postsecondary	0.0034%	134,905	176,726	0.00
25-2011	Preschool teachers, except special education	0.0027%	51,665	67,681	0.00
25-2051	Special education teachers, preschool	0.0034%	85,322	111,772	0.00
25-2052	Special education teachers, kindergarten and elementary school	0.0007%	92,265	120,867	0.00
25-2058	Special education teachers, secondary school	0.0005%	108,450	142,070	0.00
25-2059	Special education teachers, all other	0.0059%	93,532	122,527	0.01
25-3011	Adult basic education, adult secondary education, and english as a se	0.0010%	98,611	129,180	0.00
25-3021	Self-enrichment teachers	0.0047%	61,400	80,434	0.00
25-3031	Substitute teachers, short-term	0.1025%	57,939	75,900	0.10
25-3041	Tutors	0.0052%	50,882	66,655	0.01
25-3099	Teachers and instructors, all other	0.0106%	87,804	115,023	0.01
25-4011	Archivists	0.0042%	72,722	95,266	0.00
25-4012	Curators	0.0007%	86,475	113,282	0.00
25-4022	Librarians and media collections specialists	0.0219%	93,677	122,717	0.02
25-4031	Library technicians	0.0113%	54,302	71,136	0.01
25-9021	Farm and home management educators	0.0007%	92,554	121,246	0.00
25-9031	Instructional coordinators	0.0150%	100,723	131,947	0.01
25-9045	Teaching assistants, except postsecondary	0.0069%	46,442	60,839	0.01
25-9099	Educational instruction and library workers, all other	0.0027%	69,034	90,435	0.00
27-1011	Art directors	0.0857%	152,532	199,817	0.08
27-1012	Craft artists	0.0015%	89,298	116,980	0.00
27-1013	Fine artists, including painters, sculptors, and illustrators	0.0039%	117,454	153,865	0.00
27-1014	Special effects artists and animators	0.0485%	137,646	180,316	0.05
27-1019	Artists and related workers, all other	0.0030%	98,179	128,614	0.00
27-1021	Commercial and industrial designers	0.0281%	97,200	127,332	0.03
27-1023	Floral designers	0.0030%	44,082	57,747	0.00
27-1024	Graphic designers	0.2604%	82,262	107,763	0.25
27-1025	Interior designers	0.1089%	84,034	110,085	0.11
27-1026	Merchandise displayers and window trimmers	0.0589%	45,061	59,030	0.06
27-1027	Set and exhibit designers	0.0086%	88,113	115,428	0.01
27-1029	Designers, all other	0.0094%	94,099	123,270	0.01
27-2012	Producers and directors	0.1865%	137,007	179,479	0.18
27-2023	Umpires, referees, and other sports officials	0.0005%	42,475	55,642	0.00
27-2041	Music directors and composers	0.0025%	118,906	155,767	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
27-3023	News analysts, reporters, and journalists	0.0067%	\$ 134,514	176,213	0.01
27-3031	Public relations specialists	0.2865%	90,421	118,452	0.28
27-3041	Editors	0.0776%	106,503	139,519	0.08
27-3042	Technical writers	0.0798%	112,684	147,616	0.08
27-3043	Writers and authors	0.0567%	111,922	146,618	0.06
27-3091	Interpreters and translators	0.0606%	72,042	94,375	0.06
27-3092	Court reporters and simultaneous captioners	0.0091%	101,352	132,771	0.01
27-3099	Media and communication workers, all other	0.0241%	125,438	164,324	0.02
27-4011	Audio and video technicians	0.0562%	74,484	97,574	0.05
27-4012	Broadcast technicians	0.0148%	108,202	141,745	0.01
27-4014	Sound engineering technicians	0.0177%	85,857	112,473	0.02
27-4015	Lighting technicians	0.0079%	84,549	110,759	0.01
27-4021	Photographers	0.0769%	77,791	101,906	0.07
27-4031	Camera operators, television, video, and film	0.0323%	83,684	109,626	0.03
27-4032	Film and video editors	0.0515%	104,669	137,116	0.05
27-4099	Media and communication equipment workers, all other	0.0091%	80,933	106,022	0.01
29-1021	Dentists, general	0.2895%	187,209	245,244	0.28
29-1022	Oral and maxillofacial surgeons	0.0089%	228,520	299,361	0.01
29-1023	Orthodontists	0.0153%	214,767	281,345	0.01
29-1029	Dentists, all other specialists	0.0084%	257,150	336,867	0.01
29-1031	Dietitians and nutritionists	0.0668%	87,114	114,119	0.07
29-1041	Optometrists	0.0850%	141,478	185,336	0.08
29-1051	Pharmacists	0.0855%	162,031	212,261	0.08
29-1071	Physician assistants	0.2525%	158,610	207,779	0.25
29-1081	Podiatrists	0.0187%	193,421	253,382	0.02
29-1122	Occupational therapists	0.1259%	116,980	153,244	0.12
29-1123	Physical therapists	0.2883%	117,722	154,216	0.28
29-1124	Radiation therapists	0.0136%	157,663	206,539	0.01
29-1125	Recreational therapists	0.0027%	92,368	121,002	0.00
29-1126	Respiratory therapists	0.0251%	106,173	139,087	0.02
29-1127	Speech-language pathologists	0.1136%	115,414	151,192	0.11
29-1128	Exercise physiologists	0.0049%	51,201	67,073	0.00
29-1129	Therapists, all other	0.0150%	92,420	121,070	0.01
29-1131	Veterinarians	0.1806%	163,401	214,055	0.18
29-1141	Registered nurses	1.5844%	141,849	185,822	1.54
29-1151	Nurse anesthetists	0.0756%	258,499	338,634	0.07
29-1161	Nurse midwives	0.0126%	189,290	247,970	0.01
29-1171	Nurse practitioners	0.4602%	166,419	218,009	0.45
29-1181	Audiologists	0.0214%	109,799	143,837	0.02
29-1211	Anesthesiologists	0.0680%	466,611	611,260	0.07
29-1212	Cardiologists	0.0266%	400,874	525,145	0.03
29-1213	Dermatologists	0.0283%	322,794	422,860	0.03

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

<b>SOC Code</b>	<b>Occupation Name</b>	<b>Percent of Total</b>	<b>Average Annual Wage</b>	<b>Household Income</b>	<b>Net New Napa County Households</b>
29-1214	Emergency medicine physicians	0.0577%	\$ 218,713	286,514	0.06
29-1215	Family medicine physicians	0.2121%	259,241	339,606	0.21
29-1216	General internal medicine physicians	0.0981%	283,420	371,280	0.10
29-1217	Neurologists	0.0155%	199,860	261,817	0.02
29-1218	Obstetricians and gynecologists	0.0377%	294,093	385,262	0.04
29-1221	Pediatricians, general	0.0638%	214,973	281,615	0.06
29-1222	Physicians, pathologists	0.0192%	272,438	356,894	0.02
29-1223	Psychiatrists	0.0288%	296,977	389,040	0.03
29-1224	Radiologists	0.0618%	268,904	352,264	0.06
29-1229	Physicians, all other	0.3730%	257,201	336,933	0.36
29-1241	Ophthalmologists, except pediatric	0.0266%	334,065	437,625	0.03
29-1242	Orthopedic surgeons, except pediatric	0.0303%	356,523	467,045	0.03
29-1249	Surgeons, all other	0.0434%	350,538	459,205	0.04
29-1291	Acupuncturists	0.0209%	85,857	112,473	0.02
29-1292	Dental hygienists	0.5147%	121,904	159,694	0.50
29-1299	Healthcare diagnosing or treating practitioners, all other	0.0074%	125,582	164,512	0.01
29-2010	Clinical laboratory technologists and technicians	0.3516%	75,782	99,274	0.34
29-2031	Cardiovascular technologists and technicians	0.0264%	92,492	121,165	0.03
29-2032	Diagnostic medical sonographers	0.0796%	126,375	165,551	0.08
29-2033	Nuclear medicine technologists	0.0103%	148,854	194,999	0.01
29-2034	Radiologic technologists and technicians	0.1872%	106,266	139,208	0.18
29-2035	Magnetic resonance imaging technologists	0.0382%	118,144	154,769	0.04
29-2042	Emergency medical technicians	0.0204%	53,674	70,313	0.02
29-2043	Paramedics	0.0069%	71,980	94,294	0.01
29-2051	Dietetic technicians	0.0032%	46,256	60,595	0.00
29-2052	Pharmacy technicians	0.0759%	57,393	75,185	0.07
29-2053	Psychiatric technicians	0.0865%	66,778	87,479	0.08
29-2055	Surgical technologists	0.0796%	78,471	102,797	0.08
29-2056	Veterinary technologists and technicians	0.2811%	57,424	75,225	0.27
29-2057	Ophthalmic medical technicians	0.1673%	55,209	72,324	0.16
29-2061	Licensed practical and licensed vocational nurses	0.3829%	78,893	103,350	0.37
29-2072	Medical records specialists	0.2538%	66,005	86,467	0.25
29-2081	Opticians, dispensing	0.1027%	61,771	80,920	0.10
29-2091	Orthotists and prosthetists	0.0116%	95,943	125,685	0.01
29-2092	Hearing aid specialists	0.0012%	72,640	95,158	0.00
29-2099	Health technologists and technicians, all other	0.2308%	64,275	84,200	0.23
29-9021	Health information technologists and medical registrars	0.0308%	104,082	136,347	0.03
29-9091	Athletic trainers	0.0222%	75,040	98,302	0.02
29-9092	Genetic counselors	0.0030%	142,725	186,970	0.00
29-9093	Surgical assistants	0.0239%	57,362	75,144	0.02
29-9099	Healthcare practitioners and technical workers, all other	0.0241%	86,352	113,121	0.02
31-1120	Home health and personal care aides	0.1850%	36,305	47,560	0.18
31-1131	Nursing assistants	0.2449%	48,520	63,561	0.24
31-1132	Orderlies	0.0106%	52,107	68,260	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
31-1133	Psychiatric aides	0.0062%	\$ 51,819	67,883	0.01
31-2011	Occupational therapy assistants	0.0564%	82,011	107,434	0.06
31-2012	Occupational therapy aides	0.0052%	40,490	53,042	0.01
31-2021	Physical therapist assistants	0.1456%	80,094	104,923	0.14
31-2022	Physical therapist aides	0.0830%	39,614	51,894	0.08
31-9011	Massage therapists	0.0729%	58,426	76,538	0.07
31-9091	Dental assistants	0.8891%	54,086	70,853	0.87
31-9092	Medical assistants	1.5009%	52,468	68,733	1.46
31-9093	Medical equipment preparers	0.0389%	63,683	83,425	0.04
31-9094	Medical transcriptionists	0.1040%	44,953	58,888	0.10
31-9095	Pharmacy aides	0.0096%	51,128	66,978	0.01
31-9096	Veterinary assistants and laboratory animal caretakers	0.2700%	43,964	57,593	0.26
31-9097	Phlebotomists	0.1542%	53,983	70,718	0.15
31-9099	Healthcare support workers, all other	0.0690%	56,890	74,526	0.07
33-1011	First-line supervisors of correctional officers	0.0032%	121,418	159,058	0.00
33-1021	First-line supervisors of firefighting and prevention workers	0.0074%	138,839	181,879	0.01
33-1091	First-line supervisors of security workers	0.0808%	62,704	82,142	0.08
33-1099	First-line supervisors of protective service workers, all other	0.0064%	77,084	100,980	0.01
33-2011	Firefighters	0.0490%	90,597	118,682	0.05
33-2021	Fire inspectors and investigators	0.0025%	101,514	132,983	0.00
33-3012	Correctional officers and jailers	0.0310%	91,278	119,574	0.03
33-3041	Parking enforcement workers	0.0005%	67,878	88,920	0.00
33-9021	Private detectives and investigators	0.0237%	65,848	86,261	0.02
33-9031	Gambling surveillance officers and gambling investigators	0.0002%	43,613	57,133	0.00
33-9032	Security guards	1.9949%	46,324	60,684	1.94
33-9091	Crossing guards and flaggers	0.1005%	56,272	73,716	0.10
33-9092	Lifeguards, ski patrol, and other recreational protective service workers	0.0062%	39,624	51,907	0.01
33-9094	School bus monitors	0.0010%	40,748	53,380	0.00
33-9099	Protective service workers, all other	0.0239%	47,170	61,793	0.02
35-1011	Chefs and head cooks	0.0574%	69,219	90,677	0.06
35-1012	First-line supervisors of food preparation and serving workers	0.1466%	49,231	64,493	0.14
35-2011	Cooks, fast food	0.0118%	36,892	48,329	0.01
35-2012	Cooks, institution and cafeteria	0.1934%	47,675	62,454	0.19
35-2014	Cooks, restaurant	0.0835%	43,964	57,593	0.08
35-2015	Cooks, short order	0.0237%	40,737	53,365	0.02
35-2019	Cooks, all other	0.0148%	40,665	53,271	0.01
35-2021	Food preparation workers	0.1629%	40,377	52,894	0.16
35-3011	Bartenders	0.0788%	42,418	55,568	0.08
35-3023	Fast food and counter workers	0.4597%	37,800	49,518	0.45
35-3031	Waiters and waitresses	0.1855%	44,531	58,336	0.18
35-3041	Food servers, nonrestaurant	0.1072%	42,438	55,594	0.10
35-9011	Dining room and cafeteria attendants and bartender helpers	0.0776%	38,552	50,503	0.08
35-9021	Dishwashers	0.0951%	38,964	51,043	0.09
35-9031	Hosts and hostesses, restaurant, lounge, and coffee shop	0.0160%	39,892	52,259	0.02
35-9099	Food preparation and serving related workers, all other	0.0241%	41,521	54,393	0.02
37-1011	First-line supervisors of housekeeping and janitorial workers	0.1791%	59,714	78,225	0.17

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
37-1012	First-line supervisors of landscaping, lawn service, and groundskeeping	0.2143%	\$ 65,683	86,045	0.21
37-2011	Janitors and cleaners, except maids and housekeeping cleaners	2.7320%	43,149	56,525	2.66
37-2012	Maids and housekeeping cleaners	0.4528%	44,912	58,835	0.44
37-2019	Building cleaning workers, all other	0.0234%	44,613	58,443	0.02
37-2021	Pest control workers	0.2272%	47,788	62,602	0.22
37-3011	Landscaping and groundskeeping workers	1.5098%	46,056	60,333	1.47
37-3012	Pesticide handlers, sprayers, and applicators, vegetation	0.0308%	49,108	64,331	0.03
37-3013	Tree trimmers and pruners	0.1074%	67,435	88,340	0.10
37-3019	Grounds maintenance workers, all other	0.0111%	52,612	68,922	0.01
39-1014	First-line supervisors of entertainment and recreation workers, except	0.0214%	55,364	72,527	0.02
39-1022	First-line supervisors of personal service workers	0.0108%	56,354	73,824	0.01
39-2011	Animal trainers	0.0015%	47,633	62,399	0.00
39-2021	Animal caretakers	0.1015%	40,933	53,622	0.10
39-3021	Motion picture projectionists	0.0052%	99,565	130,430	0.01
39-3031	Ushers, lobby attendants, and ticket takers	0.1663%	37,593	49,247	0.16
39-3091	Amusement and recreation attendants	0.0140%	37,779	49,490	0.01
39-3092	Costume attendants	0.0042%	72,558	95,051	0.00
39-3093	Locker room, coatroom, and dressing room attendants	0.0020%	44,294	58,025	0.00
39-3099	Entertainment attendants and related workers, all other	0.0015%	40,603	53,190	0.00
39-4021	Funeral attendants	0.0005%	43,521	57,013	0.00
39-5012	Hairdressers, hairstylists, and cosmetologists	0.0069%	48,035	62,926	0.01
39-5091	Makeup artists, theatrical and performance	0.0034%	102,586	134,388	0.00
39-5094	Skincare specialists	0.0234%	55,839	73,149	0.02
39-6011	Baggage porters and bellhops	0.0052%	40,861	53,528	0.01
39-6012	Concierges	0.0293%	44,335	58,079	0.03
39-7010	Tour and travel guides	0.0030%	46,067	60,348	0.00
39-9011	Childcare workers	0.0074%	41,294	54,095	0.01
39-9031	Exercise trainers and group fitness instructors	0.0118%	63,230	82,831	0.01
39-9032	Recreation workers	0.0136%	42,170	55,243	0.01
39-9041	Residential advisors	0.0113%	49,190	64,439	0.01
39-9099	Personal care and service workers, all other	0.0027%	44,541	58,349	0.00
41-1011	First-line supervisors of retail sales workers	0.0769%	56,699	74,276	0.07
41-1012	First-line supervisors of non-retail sales workers	0.2481%	100,871	132,141	0.24
41-2011	Cashiers	0.1407%	38,747	50,759	0.14
41-2021	Counter and rental clerks	0.2981%	48,286	63,255	0.29
41-2022	Parts salespersons	0.0032%	47,118	61,725	0.00
41-2031	Retail salespersons	0.2313%	43,149	56,525	0.23
41-3011	Advertising sales agents	0.1592%	85,596	112,131	0.16
41-3021	Insurance sales agents	1.1658%	92,221	120,810	1.14
41-3031	Securities, commodities, and financial services sales agents	1.1860%	104,478	136,866	1.16
41-3041	Travel agents	0.0012%	58,621	76,794	0.00
41-3091	Sales representatives of services, except advertising, insurance, financ	1.5154%	96,241	126,076	1.48
41-4011	Sales representatives, wholesale and manufacturing, technical and sci	0.1850%	139,669	182,966	0.18
41-4012	Sales representatives, wholesale and manufacturing, except technical	0.2575%	87,187	114,215	0.25
41-9011	Demonstrators and product promoters	0.0503%	47,924	62,780	0.05
41-9012	Models	0.0002%	86,485	113,295	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
41-9021	Real estate brokers	0.1220%	\$ 102,607	134,415	0.12
41-9022	Real estate sales agents	0.4250%	75,312	98,659	0.41
41-9031	Sales engineers	0.0749%	151,503	198,469	0.07
41-9041	Telemarketers	0.1658%	42,447	55,606	0.16
41-9091	Door-to-door sales workers, news and street vendors, and related work	0.0069%	41,682	54,603	0.01
41-9099	Sales and related workers, all other	0.0988%	67,716	88,708	0.10
43-1011	First-line supervisors of office and administrative support workers	1.7278%	77,987	102,163	1.68
43-2011	Switchboard operators, including answering service	0.0544%	54,302	71,136	0.05
43-2021	Telephone operators	0.0039%	58,470	76,596	0.00
43-3011	Bill and account collectors	0.3442%	55,468	72,663	0.34
43-3021	Billing and posting clerks	0.6982%	55,014	72,068	0.68
43-3031	Bookkeeping, accounting, and auditing clerks	1.4891%	58,439	76,555	1.45
43-3051	Payroll and timekeeping clerks	0.1784%	63,658	83,392	0.17
43-3061	Procurement clerks	0.0288%	55,055	72,122	0.03
43-3071	Tellers	0.8581%	45,843	60,054	0.84
43-3099	Financial clerks, all other	0.0848%	58,789	77,014	0.08
43-4011	Brokerage clerks	0.1116%	69,074	90,487	0.11
43-4021	Correspondence clerks	0.0052%	54,570	71,487	0.01
43-4031	Court, municipal, and license clerks	0.0052%	63,958	83,785	0.01
43-4041	Credit authorizers, checkers, and clerks	0.0222%	48,247	63,204	0.02
43-4051	Customer service representatives	3.7165%	51,527	67,500	3.62
43-4061	Eligibility interviewers, government programs	0.0116%	63,204	82,797	0.01
43-4071	File clerks	0.1030%	48,154	63,082	0.10
43-4081	Hotel, motel, and resort desk clerks	0.0165%	40,603	53,190	0.02
43-4111	Interviewers, except eligibility and loan	0.1385%	53,786	70,460	0.13
43-4121	Library assistants, clerical	0.0190%	49,608	64,986	0.02
43-4131	Loan interviewers and clerks	0.4999%	56,045	73,419	0.49
43-4141	New accounts clerks	0.1022%	54,931	71,960	0.10
43-4151	Order clerks	0.0453%	48,030	62,919	0.04
43-4161	Human resources assistants, except payroll and timekeeping	0.0968%	56,561	74,095	0.09
43-4171	Receptionists and information clerks	1.4302%	44,275	58,000	1.39
43-4181	Reservation and transportation ticket agents and travel clerks	0.0089%	45,957	60,204	0.01
43-4199	Information and record clerks, all other	0.0636%	57,716	75,608	0.06
43-5011	Cargo and freight agents	0.0153%	59,016	77,311	0.01
43-5021	Couriers and messengers	0.0862%	44,420	58,190	0.08
43-5031	Public safety telecommunicators	0.0017%	78,988	103,474	0.00
43-5032	Dispatchers, except police, fire, and ambulance	0.0717%	55,447	72,636	0.07
43-5041	Meter readers, utilities	0.0039%	74,242	97,257	0.00
43-5061	Production, planning, and expediting clerks	0.2902%	65,010	85,163	0.28
43-5071	Shipping, receiving, and inventory clerks	0.2806%	46,421	60,812	0.27
43-5111	Weighers, measurers, checkers, and samplers, recordkeeping	0.0163%	46,957	61,514	0.02
43-6011	Executive secretaries and executive administrative assistants	0.5415%	89,025	116,623	0.53
43-6012	Legal secretaries and administrative assistants	0.3262%	67,733	88,730	0.32
43-6013	Medical secretaries and administrative assistants	1.2641%	53,466	70,040	1.23
43-6014	Secretaries and administrative assistants, except legal, medical, and	1.4400%	55,323	72,473	1.40
43-9021	Data entry keyers	0.2037%	49,763	65,190	0.20

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
43-9022	Word processors and typists	0.0121%	\$ 52,373	68,609	0.01
43-9031	Desktop publishers	0.0025%	73,706	96,555	0.00
43-9041	Insurance claims and policy processing clerks	0.6258%	53,229	69,730	0.61
43-9051	Mail clerks and mail machine operators, except postal service	0.0995%	45,802	60,001	0.10
43-9061	Office clerks, general	2.0099%	50,217	65,784	1.96
43-9071	Office machine operators, except computer	0.0411%	48,876	64,028	0.04
43-9081	Proofreaders and copy markers	0.0062%	67,805	88,825	0.01
43-9111	Statistical assistants	0.0094%	75,449	98,838	0.01
43-9199	Office and administrative support workers, all other	0.1148%	55,158	72,257	0.11
45-1011	First-line supervisors of farming, fishing, and forestry workers	0.0042%	61,654	80,767	0.00
45-2011	Agricultural inspectors	0.0022%	58,638	76,816	0.00
45-2041	Graders and sorters, agricultural products	0.0027%	36,886	48,321	0.00
45-2091	Agricultural equipment operators	0.0012%	41,062	53,791	0.00
45-2092	Farmworkers and laborers, crop, nursery, and greenhouse	0.0298%	37,625	49,289	0.03
45-2093	Farmworkers, farm, ranch, and aquacultural animals	0.0030%	45,576	59,705	0.00
45-2099	Agricultural workers, all other	0.0012%	57,509	75,337	0.00
45-4021	Fallers	0.0034%	90,045	117,959	0.00
45-4023	Log graders and scalers	0.0007%	51,127	66,976	0.00
47-1011	First-line supervisors of construction trades and extraction workers	0.0700%	98,673	129,262	0.07
47-2011	Boilermakers	0.0015%	104,019	136,265	0.00
47-2021	Brickmasons and blockmasons	0.0022%	69,083	90,499	0.00
47-2022	Stonemasons	0.0002%	65,594	85,928	0.00
47-2031	Carpenters	0.0665%	75,280	98,617	0.06
47-2041	Carpet installers	0.0002%	57,365	75,148	0.00
47-2042	Floor layers, except carpet, wood, and hard tiles	0.0002%	65,307	85,552	0.00
47-2043	Floor sanders and finishers	0.0002%	67,851	88,885	0.00
47-2044	Tile and stone setters	0.0002%	61,449	80,498	0.00
47-2051	Cement masons and concrete finishers	0.0131%	70,663	92,569	0.01
47-2061	Construction laborers	0.1897%	63,316	82,944	0.18
47-2071	Paving, surfacing, and tamping equipment operators	0.0017%	86,515	113,335	0.00
47-2073	Operating engineers and other construction equipment operators	0.0448%	90,783	118,926	0.04
47-2081	Drywall and ceiling tile installers	0.0017%	77,014	100,888	0.00
47-2111	Electricians	0.0976%	86,525	113,348	0.10
47-2121	Glaziers	0.0007%	73,546	96,345	0.00
47-2131	Insulation workers, floor, ceiling, and wall	0.0007%	67,667	88,644	0.00
47-2132	Insulation workers, mechanical	0.0002%	106,071	138,953	0.00
47-2141	Painters, construction and maintenance	0.0283%	62,608	82,016	0.03
47-2142	Paperhangers	0.0020%	61,685	80,807	0.00
47-2151	Pipelayers	0.0010%	75,629	99,074	0.00
47-2152	Plumbers, pipefitters, and steamfitters	0.0431%	77,260	101,211	0.04
47-2171	Reinforcing iron and rebar workers	0.0022%	67,831	88,859	0.00
47-2181	Roofers	0.0012%	70,796	92,743	0.00
47-2211	Sheet metal workers	0.0005%	88,331	115,714	0.00
47-2221	Structural iron and steel workers	0.0020%	79,897	104,665	0.00
47-2231	Solar photovoltaic installers	0.0089%	58,176	76,211	0.01
47-3012	Helpers--carpenters	0.0027%	48,778	63,899	0.00

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**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
47-3013	Helpers--electricians	0.0042%	\$ 45,176	59,181	0.00
47-3014	Helpers--painters, paperhangers, plasterers, and stucco masons	0.0005%	47,690	62,474	0.00
47-3015	Helpers--pipelayers, plumbers, pipefitters, and steamfitters	0.0012%	48,706	63,805	0.00
47-3019	Helpers, construction trades, all other	0.0015%	49,824	65,269	0.00
47-4011	Construction and building inspectors	0.1377%	98,971	129,652	0.13
47-4031	Fence erectors	0.0002%	50,922	66,708	0.00
47-4041	Hazardous materials removal workers	0.0081%	59,941	78,523	0.01
47-4051	Highway maintenance workers	0.0020%	61,788	80,942	0.00
47-4071	Septic tank servicers and sewer pipe cleaners	0.0012%	53,261	69,772	0.00
47-4090	Miscellaneous construction and related workers	0.0064%	77,978	102,151	0.01
47-5012	Rotary drill operators, oil and gas	0.0005%	71,135	93,187	0.00
47-5013	Service unit operators, oil and gas	0.0002%	63,593	83,307	0.00
47-5022	Excavating and loading machine and dragline operators, surface mining	0.0002%	78,963	103,442	0.00
47-5023	Earth drillers, except oil and gas	0.0039%	64,845	84,947	0.00
47-5032	Explosives workers, ordnance handling experts, and blasters	0.0005%	75,947	99,491	0.00
47-5049	Underground mining machine operators, all other	0.0002%	67,421	88,322	0.00
47-5071	Roustabouts, oil and gas	0.0005%	66,179	86,694	0.00
47-5081	Helpers--extraction workers	0.0010%	57,078	74,772	0.00
49-1011	First-line supervisors of mechanics, installers, and repairers	0.2506%	95,440	125,026	0.24
49-2011	Computer, automated teller, and office machine repairers	0.0283%	55,069	72,140	0.03
49-2021	Radio, cellular, and tower equipment installers and repairers	0.0106%	84,238	110,352	0.01
49-2022	Telecommunications equipment installers and repairers, except line installers	0.2961%	76,483	100,193	0.29
49-2091	Avionics technicians	0.0037%	93,389	122,340	0.00
49-2092	Electric motor, power tool, and related repairers	0.0052%	66,364	86,937	0.01
49-2093	Electrical and electronics installers and repairers, transportation equipment	0.0005%	89,620	117,402	0.00
49-2094	Electrical and electronics repairers, commercial and industrial equipment	0.0271%	76,254	99,893	0.03
49-2095	Electrical and electronics repairers, powerhouse, substation, and relay	0.0042%	119,268	156,241	0.00
49-2097	Audiovisual equipment installers and repairers	0.0042%	68,374	89,570	0.00
49-2098	Security and fire alarm systems installers	0.1330%	70,986	92,992	0.13
49-3011	Aircraft mechanics and service technicians	0.0177%	85,082	111,457	0.02
49-3021	Automotive body and related repairers	0.0020%	63,054	82,601	0.00
49-3022	Automotive glass installers and repairers	0.0002%	51,540	67,517	0.00
49-3023	Automotive service technicians and mechanics	0.0222%	63,939	83,760	0.02
49-3031	Bus and truck mechanics and diesel engine specialists	0.0148%	72,715	95,257	0.01
49-3041	Farm equipment mechanics and service technicians	0.0015%	58,297	76,369	0.00
49-3042	Mobile heavy equipment mechanics, except engines	0.0138%	84,155	110,243	0.01
49-3051	Motorboat mechanics and service technicians	0.0002%	63,876	83,678	0.00
49-3053	Outdoor power equipment and other small engine mechanics	0.0143%	51,478	67,436	0.01
49-3093	Tire repairers and changers	0.0017%	43,816	57,399	0.00
49-9012	Control and valve installers and repairers, except mechanical door	0.0064%	96,481	126,390	0.01
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	0.0392%	72,923	95,529	0.04
49-9031	Home appliance repairers	0.0012%	52,571	68,868	0.00
49-9041	Industrial machinery mechanics	0.0623%	74,109	97,083	0.06
49-9043	Maintenance workers, machinery	0.0128%	68,550	89,801	0.01
49-9044	Millwrights	0.0047%	71,778	94,029	0.00
49-9051	Electrical power-line installers and repairers	0.0030%	116,551	152,682	0.00

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**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
49-9052	Telecommunications line installers and repairers	0.1594%	\$ 81,657	106,971	0.16
49-9062	Medical equipment repairers	0.0241%	81,397	106,630	0.02
49-9069	Precision instrument and equipment repairers, all other	0.0034%	71,372	93,497	0.00
49-9071	Maintenance and repair workers, general	1.1986%	59,161	77,501	1.17
49-9081	Wind turbine service technicians	0.0012%	98,188	128,626	0.00
49-9091	Coin, vending, and amusement machine servicers and repairers	0.0039%	52,352	68,581	0.00
49-9092	Commercial divers	0.0032%	139,818	183,162	0.00
49-9094	Locksmiths and safe repairers	0.0256%	65,188	85,396	0.02
49-9096	Riggers	0.0079%	92,056	120,593	0.01
49-9098	Helpers—installation, maintenance, and repair workers	0.0177%	44,316	58,054	0.02
49-9099	Installation, maintenance, and repair workers, all other	0.0870%	56,693	74,268	0.08
51-1011	First-line supervisors of production and operating workers	0.1673%	82,179	107,654	0.16
51-2011	Aircraft structure, surfaces, rigging, and systems assemblers	0.0054%	64,221	84,130	0.01
51-2021	Coil winders, tapers, and finishers	0.0118%	47,162	61,782	0.01
51-2028	Electrical, electronic, and electromechanical assemblers, except coil	0.4055%	50,824	66,579	0.40
51-2031	Engine and other machine assemblers	0.0057%	51,000	66,810	0.01
51-2041	Structural metal fabricators and fitters	0.0099%	57,776	75,687	0.01
51-2051	Fiberglass laminators and fabricators	0.0010%	53,079	69,533	0.00
51-2090	Miscellaneous assemblers and fabricators	0.8473%	47,948	62,812	0.83
51-3011	Bakers	0.0123%	42,083	55,129	0.01
51-3021	Butchers and meat cutters	0.0010%	44,421	58,192	0.00
51-3022	Meat, poultry, and fish cutters and trimmers	0.0140%	38,886	50,941	0.01
51-3023	Slaughterers and meat packers	0.0039%	40,966	53,665	0.00
51-3091	Food and tobacco roasting, baking, and drying machine operators and	0.0007%	46,397	60,780	0.00
51-3092	Food batchmakers	0.0301%	42,703	55,941	0.03
51-3093	Food cooking machine operators and tenders	0.0025%	43,190	56,579	0.00
51-3099	Food processing workers, all other	0.0128%	42,310	55,426	0.01
51-4021	Extruding and drawing machine setters, operators, and tenders, metal	0.0057%	47,028	61,607	0.01
51-4022	Forging machine setters, operators, and tenders, metal and plastic	0.0010%	55,738	73,017	0.00
51-4023	Rolling machine setters, operators, and tenders, metal and plastic	0.0007%	52,469	68,734	0.00
51-4031	Cutting, punching, and press machine setters, operators, and tenders,	0.0266%	49,583	64,954	0.03
51-4032	Drilling and boring machine tool setters, operators, and tenders, metal	0.0015%	53,545	70,144	0.00
51-4033	Grinding, lapping, polishing, and buffing machine tool setters, operator	0.0145%	46,997	61,566	0.01
51-4034	Lathe and turning machine tool setters, operators, and tenders, metal	0.0037%	53,100	69,561	0.00
51-4035	Milling and planing machine setters, operators, and tenders, metal and	0.0034%	58,448	76,567	0.00
51-4041	Machinists	0.0921%	62,359	81,690	0.09
51-4051	Metal-refining furnace operators and tenders	0.0002%	55,676	72,936	0.00
51-4052	Pourers and casters, metal	0.0002%	44,110	57,784	0.00
51-4061	Model makers, metal and plastic	0.0015%	80,969	106,069	0.00
51-4071	Foundry mold and coremakers	0.0012%	42,600	55,806	0.00
51-4072	Molding, coremaking, and casting machine setters, operators, and ten	0.0200%	47,700	62,487	0.02
51-4081	Multiple machine tool setters, operators, and tenders, metal and plasti	0.0793%	45,807	60,007	0.08
51-4111	Tool and die makers	0.0084%	71,969	94,279	0.01
51-4121	Welders, cutters, solderers, and brazers	0.0742%	61,210	80,185	0.07
51-4122	Welding, soldering, and brazing machine setters, operators, and tende	0.0123%	51,331	67,244	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
51-4191	Heat treating equipment setters, operators, and tenders, metal and plastic	0.0049%	\$ 52,324	68,544	0.00
51-4192	Layout workers, metal and plastic	0.0002%	69,734	91,352	0.00
51-4193	Plating machine setters, operators, and tenders, metal and plastic	0.0071%	47,710	62,500	0.01
51-4194	Tool grinders, filers, and sharpeners	0.0002%	52,759	69,114	0.00
51-4199	Metal workers and plastic workers, all other	0.0113%	47,234	61,877	0.01
51-5111	Prepress technicians and workers	0.0062%	54,176	70,971	0.01
51-5112	Printing press operators	0.0439%	48,972	64,153	0.04
51-5113	Print binding and finishing workers	0.0071%	46,386	60,766	0.01
51-6011	Laundry and dry-cleaning workers	0.0374%	39,093	51,212	0.04
51-6021	Pressers, textile, garment, and related materials	0.0007%	38,514	50,453	0.00
51-6031	Sewing machine operators	0.0227%	38,721	50,725	0.02
51-6052	Tailors, dressmakers, and custom sewers	0.0005%	53,059	69,507	0.00
51-6061	Textile bleaching and dyeing machine operators and tenders	0.0002%	37,893	49,640	0.00
51-6062	Textile cutting machine setters, operators, and tenders	0.0015%	40,903	53,583	0.00
51-6063	Textile knitting and weaving machine setters, operators, and tenders	0.0007%	39,672	51,970	0.00
51-6064	Textile winding, twisting, and drawing out machine setters, operators, and tenders	0.0010%	39,114	51,239	0.00
51-6091	Extruding and forming machine setters, operators, and tenders, synthetic rubber, plastic, and glass	0.0005%	50,545	66,214	0.00
51-6092	Fabric and apparel patternmakers	0.0007%	73,034	95,675	0.00
51-6093	Upholsterers	0.0010%	50,576	66,255	0.00
51-6099	Textile, apparel, and furnishings workers, all other	0.0042%	39,507	51,754	0.00
51-7011	Cabinetmakers and bench carpenters	0.0010%	51,755	67,799	0.00
51-7021	Furniture finishers	0.0002%	51,372	67,297	0.00
51-7041	Sawing machine setters, operators, and tenders, wood	0.0027%	45,517	59,627	0.00
51-7042	Woodworking machine setters, operators, and tenders, except sawing	0.0030%	45,734	59,912	0.00
51-7099	Woodworkers, all other	0.0010%	45,217	59,234	0.00
51-8012	Power distributors and dispatchers	0.0022%	127,490	167,012	0.00
51-8013	Power plant operators	0.0012%	106,200	139,122	0.00
51-8021	Stationary engineers and boiler operators	0.0081%	73,541	96,339	0.01
51-8031	Water and wastewater treatment plant and system operators	0.0076%	84,321	110,461	0.01
51-8092	Gas plant operators	0.0010%	114,972	150,613	0.00
51-8093	Petroleum pump system operators, refinery operators, and gaugers	0.0005%	104,679	137,129	0.00
51-8099	Plant and system operators, all other	0.0017%	76,107	99,700	0.00
51-9011	Chemical equipment operators and tenders	0.0057%	58,117	76,133	0.01
51-9012	Separating, filtering, clarifying, precipitating, and still machine setters, operators, and tenders	0.0027%	64,459	84,441	0.00
51-9021	Crushing, grinding, and polishing machine setters, operators, and tenders	0.0020%	46,986	61,552	0.00
51-9022	Grinding and polishing workers, hand	0.0025%	47,493	62,216	0.00
51-9023	Mixing and blending machine setters, operators, and tenders	0.0172%	54,000	70,740	0.02
51-9031	Cutters and trimmers, hand	0.0007%	39,310	51,496	0.00
51-9032	Cutting and slicing machine setters, operators, and tenders	0.0054%	46,831	61,349	0.01
51-9041	Extruding, forming, pressing, and compacting machine setters, operators, and tenders	0.0054%	48,879	64,031	0.01
51-9051	Furnace, kiln, oven, drier, and kettle operators and tenders	0.0012%	53,100	69,561	0.00
51-9061	Inspectors, testers, sorters, samplers, and weighers	0.3806%	56,628	74,183	0.37
51-9071	Jewelers and precious stone and metal workers	0.0025%	59,234	77,597	0.00
51-9081	Dental laboratory technicians	0.0815%	61,552	80,633	0.08
51-9082	Medical appliance technicians	0.0209%	50,390	66,011	0.02

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
51-9083	Ophthalmic laboratory technicians	0.0259%	\$ 57,103	74,805	0.03
51-9111	Packaging and filling machine operators and tenders	0.1114%	44,400	58,164	0.11
51-9123	Painting, coating, and decorating workers	0.0020%	53,038	69,480	0.00
51-9124	Coating, painting, and spraying machine setters, operators, and tenders	0.0244%	57,641	75,510	0.02
51-9141	Semiconductor processing technicians	0.0636%	52,924	69,330	0.06
51-9151	Photographic process workers and processing machine operators	0.0067%	48,259	63,219	0.01
51-9161	Computer numerically controlled tool operators	0.0503%	54,972	72,013	0.05
51-9162	Computer numerically controlled tool programmers	0.0081%	81,766	107,113	0.01
51-9191	Adhesive bonding machine operators and tenders	0.0017%	43,697	57,243	0.00
51-9192	Cleaning, washing, and metal pickling equipment operators and tenders	0.0037%	43,666	57,202	0.00
51-9193	Cooling and freezing equipment operators and tenders	0.0002%	46,738	61,227	0.00
51-9194	Etchers and engravers	0.0020%	48,269	63,232	0.00
51-9195	Molders, shapers, and casters, except metal and plastic	0.0034%	53,038	69,480	0.00
51-9196	Paper goods machine setters, operators, and tenders	0.0032%	51,352	67,271	0.00
51-9197	Tire builders	0.0002%	48,631	63,707	0.00
51-9198	Helpers—production workers	0.0828%	44,234	57,947	0.08
51-9199	Production workers, all other	0.2360%	46,521	60,943	0.23
53-1047	First-line supervisors of transportation and material moving workers, except	0.0744%	69,553	91,114	0.07
53-2011	Airline pilots, copilots, and flight engineers	0.0044%	299,262	392,033	0.00
53-2012	Commercial pilots	0.0116%	161,474	211,531	0.01
53-2022	Airfield operations specialists	0.0022%	74,952	98,187	0.00
53-3011	Ambulance drivers and attendants, except emergency medical technicians	0.0007%	38,470	50,396	0.00
53-3031	Driver/sales workers	0.0259%	48,650	63,732	0.03
53-3032	Heavy and tractor-trailer truck drivers	0.1702%	60,964	79,863	0.17
53-3033	Light truck drivers	0.1333%	50,711	66,431	0.13
53-3051	Bus drivers, school	0.0005%	56,810	74,421	0.00
53-3052	Bus drivers, transit and intercity	0.0020%	68,570	89,827	0.00
53-3053	Shuttle drivers and chauffeurs	0.0244%	44,977	58,920	0.02
53-3099	Motor vehicle operators, all other	0.0158%	52,521	68,803	0.02
53-5021	Captains, mates, and pilots of water vessels	0.0007%	95,520	125,131	0.00
53-6021	Parking attendants	0.0133%	39,809	52,150	0.01
53-6031	Automotive and watercraft service attendants	0.0022%	42,257	55,357	0.00
53-6041	Traffic technicians	0.0015%	76,783	100,586	0.00
53-6051	Transportation inspectors	0.0030%	89,515	117,265	0.00
53-6099	Transportation workers, all other	0.0007%	52,740	69,089	0.00
53-7011	Conveyor operators and tenders	0.0017%	44,548	58,358	0.00
53-7021	Crane and tower operators	0.0039%	69,940	91,621	0.00
53-7041	Hoist and winch operators	0.0002%	54,226	71,036	0.00
53-7051	Industrial truck and tractor operators	0.2148%	50,794	66,540	0.21
53-7061	Cleaners of vehicles and equipment	0.0579%	40,238	52,712	0.06
53-7062	Laborers and freight, stock, and material movers, hand	1.5351%	45,354	59,414	1.50
53-7063	Machine feeders and offbearers	0.0096%	45,270	59,304	0.01
53-7064	Packers and packagers, hand	0.3888%	41,347	54,165	0.38
53-7065	Stockers and order fillers	0.3040%	44,653	58,495	0.30
53-7081	Refuse and recyclable material collectors	0.0099%	63,736	83,494	0.01
53-7121	Tank car, truck, and ship loaders	0.0005%	62,815	82,288	0.00
53-7199	Material moving workers, all other	0.0030%	42,644	55,864	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
11-1011	Chief executives	0.1962%	\$ 271,228	355,309	0.07
11-1021	General and operations managers	2.8990%	147,931	193,790	1.10
11-2011	Advertising and promotions managers	0.0259%	179,337	234,931	0.01
11-2021	Marketing managers	0.4356%	162,948	213,462	0.17
11-2022	Sales managers	0.4726%	146,743	192,233	0.18
11-2032	Public relations managers	0.0598%	170,640	223,538	0.02
11-2033	Fundraising managers	0.0067%	157,949	206,913	0.00
11-3012	Administrative services managers	0.2118%	116,567	152,703	0.08
11-3013	Facilities managers	0.0859%	116,229	152,260	0.03
11-3021	Computer and information systems managers	0.7334%	192,755	252,509	0.28
11-3031	Financial managers	0.9478%	181,815	238,178	0.36
11-3051	Industrial production managers	0.2379%	151,854	198,929	0.09
11-3061	Purchasing managers	0.0733%	137,063	179,553	0.03
11-3071	Transportation, storage, and distribution managers	0.0889%	119,199	156,151	0.03
11-3111	Compensation and benefits managers	0.0224%	170,671	223,579	0.01
11-3121	Human resources managers	0.2212%	158,799	208,027	0.08
11-3131	Training and development managers	0.0385%	124,771	163,450	0.01
11-9013	Farmers, ranchers, and other agricultural managers	0.0019%	116,608	152,756	0.00
11-9021	Construction managers	0.5640%	144,930	189,858	0.21
11-9031	Education and childcare administrators, preschool and daycare	0.0009%	78,657	103,041	0.00
11-9032	Education administrators, kindergarten through secondary	0.0022%	140,023	183,430	0.00
11-9033	Education administrators, postsecondary	0.0006%	141,888	185,873	0.00
11-9039	Education administrators, all other	0.0024%	134,892	176,709	0.00
11-9041	Architectural and engineering managers	0.2658%	180,207	236,071	0.10
11-9051	Food service managers	0.0466%	85,325	111,776	0.02
11-9071	Gambling managers	0.0002%	119,189	156,138	0.00
11-9072	Entertainment and recreation managers, except gambling	0.0011%	101,735	133,273	0.00
11-9081	Lodging managers	0.0031%	99,102	129,824	0.00
11-9111	Medical and health services managers	0.3808%	176,929	231,777	0.14
11-9121	Natural sciences managers	0.1198%	160,018	209,624	0.05
11-9141	Property, real estate, and community association managers	0.4774%	77,069	100,960	0.18
11-9151	Social and community service managers	0.0313%	88,736	116,244	0.01
11-9161	Emergency management directors	0.0011%	134,779	176,560	0.00
11-9179	Personal service managers, all other	0.0013%	83,287	109,106	0.00
11-9199	Managers, all other	0.5233%	163,398	214,051	0.20
13-1011	Agents and business managers of artists, performers, and athletes	0.0006%	139,767	183,095	0.00
13-1020	Buyers and purchasing agents	0.3698%	86,708	113,587	0.14
13-1031	Claims adjusters, examiners, and investigators	0.4911%	90,355	118,365	0.19
13-1032	Insurance appraisers, auto damage	0.0180%	84,946	111,279	0.01
13-1041	Compliance officers	0.2860%	91,574	119,962	0.11
13-1051	Cost estimators	0.3071%	93,888	122,993	0.12
13-1071	Human resources specialists	0.9776%	85,202	111,615	0.37
13-1075	Labor relations specialists	0.0111%	113,647	148,878	0.00
13-1081	Logisticians	0.1862%	90,887	119,062	0.07
13-1082	Project management specialists	1.3293%	113,637	148,864	0.50
13-1111	Management analysts	1.0897%	105,945	138,788	0.41
13-1121	Meeting, convention, and event planners	0.0774%	67,318	88,187	0.03
13-1131	Fundraisers	0.0252%	76,998	100,867	0.01
13-1141	Compensation, benefits, and job analysis specialists	0.1153%	89,801	117,639	0.04
13-1151	Training and development specialists	0.3245%	82,508	108,085	0.12
13-1161	Market research analysts and marketing specialists	0.9807%	85,622	112,165	0.37
13-1199	Business operations specialists, all other	0.8269%	98,232	128,684	0.31
13-2011	Accountants and auditors	1.7806%	100,465	131,609	0.68
13-2020	Property appraisers and assessors	0.0559%	109,089	142,907	0.02
13-2031	Budget analysts	0.0218%	109,294	143,175	0.01
13-2041	Credit analysts	0.1100%	82,867	108,556	0.04
13-2051	Financial and investment analysts	0.3426%	101,325	132,736	0.13
13-2052	Personal financial advisors	0.1422%	139,337	182,531	0.05
13-2053	Insurance underwriters	0.2147%	93,929	123,047	0.08
13-2054	Financial risk specialists	0.0735%	123,860	162,257	0.03
13-2061	Financial examiners	0.0716%	112,326	147,147	0.03
13-2071	Credit counselors	0.0176%	76,322	99,982	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average		Net New Napa County Households
			Annual Wage	Household Income	
13-2072	Loan officers	0.5339%	\$ 102,503	134,279	0.20
13-2082	Tax preparers	0.1549%	72,460	94,923	0.06
13-2099	Financial specialists, all other	0.0883%	95,220	124,738	0.03
15-1211	Computer systems analysts	0.6631%	133,329	174,661	0.25
15-1212	Information security analysts	0.2621%	144,981	189,925	0.10
15-1221	Computer and information research scientists	0.0348%	193,081	252,936	0.01
15-1231	Computer network support specialists	0.1809%	86,475	113,282	0.07
15-1232	Computer user support specialists	0.7573%	82,365	107,898	0.29
15-1241	Computer network architects	0.2516%	157,931	206,890	0.10
15-1242	Database administrators	0.0852%	119,895	157,062	0.03
15-1243	Database architects	0.0818%	167,573	219,521	0.03
15-1244	Network and computer systems administrators	0.3691%	118,237	154,890	0.14
15-1251	Computer programmers	0.1499%	128,425	168,237	0.06
15-1252	Software developers	2.2456%	179,029	234,528	0.85
15-1253	Software quality assurance analysts and testers	0.2791%	136,760	179,156	0.11
15-1254	Web developers	0.1044%	125,160	163,960	0.04
15-1255	Web and digital interface designers	0.1172%	141,324	185,134	0.04
15-1299	Computer occupations, all other	0.4130%	130,465	170,909	0.16
15-2011	Actuaries	0.0515%	131,928	172,826	0.02
15-2021	Mathematicians	0.0009%	135,534	177,550	0.00
15-2031	Operations research analysts	0.1327%	94,933	124,362	0.05
15-2041	Statisticians	0.0287%	133,195	174,485	0.01
15-2051	Data scientists	0.2619%	144,734	189,602	0.10
15-2099	Mathematical science occupations, all other	0.0044%	143,034	187,375	0.00
17-1011	Architects, except landscape and naval	0.1951%	124,428	163,001	0.07
17-1012	Landscape architects	0.0215%	99,487	130,328	0.01
17-1021	Cartographers and photogrammetrists	0.0078%	103,917	136,131	0.00
17-1022	Surveyors	0.0824%	108,470	142,096	0.03
17-2011	Aerospace engineers	0.0481%	147,371	193,056	0.02
17-2021	Agricultural engineers	0.0004%	104,040	136,292	0.00
17-2031	Bioengineers and biomedical engineers	0.0242%	121,657	159,371	0.01
17-2041	Chemical engineers	0.0181%	123,862	162,259	0.01
17-2051	Civil engineers	0.4398%	118,577	155,336	0.17
17-2061	Computer hardware engineers	0.1151%	178,504	233,840	0.04
17-2071	Electrical engineers	0.2157%	151,790	198,845	0.08
17-2072	Electronics engineers, except computer	0.1214%	155,036	203,097	0.05
17-2081	Environmental engineers	0.0411%	121,894	159,681	0.02
17-2111	Health and safety engineers, except mining safety engineers and	0.0226%	132,443	173,500	0.01
17-2112	Industrial engineers	0.3915%	124,614	163,244	0.15
17-2121	Marine engineers and naval architects	0.0044%	133,082	174,337	0.00
17-2131	Materials engineers	0.0261%	126,829	166,146	0.01
17-2141	Mechanical engineers	0.3713%	130,424	170,855	0.14
17-2151	Mining and geological engineers, including mining safety engineer	0.0061%	130,970	171,571	0.00
17-2171	Petroleum engineers	0.0109%	144,064	188,724	0.00
17-2199	Engineers, all other	0.1423%	140,149	183,595	0.05
17-3011	Architectural and civil drafters	0.1942%	76,637	100,394	0.07
17-3012	Electrical and electronics drafters	0.0285%	78,728	103,134	0.01
17-3013	Mechanical drafters	0.0674%	86,177	112,892	0.03
17-3021	Aerospace engineering and operations technologists and technicians	0.0093%	96,499	126,414	0.00
17-3022	Civil engineering technologists and technicians	0.0646%	83,622	109,545	0.02
17-3023	Electrical and electronic engineering technologists and technicians	0.1014%	87,629	114,794	0.04
17-3024	Electro-mechanical and mechatronics technologists and technicians	0.0194%	91,843	120,314	0.01
17-3025	Environmental engineering technologists and technicians	0.0155%	75,308	98,653	0.01
17-3026	Industrial engineering technologists and technicians	0.0909%	79,903	104,673	0.03
17-3027	Mechanical engineering technologists and technicians	0.0489%	83,076	108,830	0.02
17-3028	Calibration technologists and technicians	0.0150%	68,756	90,070	0.01
17-3029	Engineering technologists and technicians, except drafters, all of	0.0640%	85,023	111,380	0.02
17-3031	Surveying and mapping technicians	0.0800%	76,874	100,705	0.03
19-1011	Animal scientists	0.0013%	133,587	174,999	0.00
19-1012	Food scientists and technologists	0.0193%	92,523	121,205	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
19-1013	Soil and plant scientists	0.0109%	\$ 94,398	123,661	0.00
19-1021	Biochemists and biophysicists	0.0546%	141,509	185,377	0.02
19-1022	Microbiologists	0.0274%	114,003	149,344	0.01
19-1023	Zoologists and wildlife biologists	0.0054%	93,841	122,932	0.00
19-1029	Biological scientists, all other	0.0596%	125,077	163,851	0.02
19-1031	Conservation scientists	0.0026%	88,443	115,860	0.00
19-1032	Foresters	0.0028%	87,990	115,267	0.00
19-1041	Epidemiologists	0.0030%	105,483	138,183	0.00
19-1042	Medical scientists, except epidemiologists	0.1379%	133,236	174,539	0.05
19-1099	Life scientists, all other	0.0061%	140,366	183,879	0.00
19-2011	Astronomers	0.0020%	149,957	196,444	0.00
19-2012	Physicists	0.0191%	181,945	238,348	0.01
19-2021	Atmospheric and space scientists	0.0057%	122,162	160,032	0.00
19-2031	Chemists	0.1037%	108,749	142,461	0.04
19-2032	Materials scientists	0.0113%	139,232	182,394	0.00
19-2041	Environmental scientists and specialists, including health	0.0613%	105,442	138,129	0.02
19-2042	Geoscientists, except hydrologists and geographers	0.0265%	111,602	146,199	0.01
19-2043	Hydrologists	0.0041%	123,635	161,962	0.00
19-2099	Physical scientists, all other	0.0102%	143,415	187,874	0.00
19-3011	Economists	0.0109%	137,831	180,559	0.00
19-3022	Survey researchers	0.0098%	76,771	100,570	0.00
19-3032	Industrial-organizational psychologists	0.0009%	140,417	183,946	0.00
19-3033	Clinical and counseling psychologists	0.0861%	136,410	178,697	0.03
19-3034	School psychologists	0.0024%	113,147	148,223	0.00
19-3039	Psychologists, all other	0.0057%	138,418	181,328	0.00
19-3041	Sociologists	0.0019%	118,814	155,646	0.00
19-3051	Urban and regional planners	0.0098%	111,180	145,646	0.00
19-3091	Anthropologists and archeologists	0.0091%	79,254	103,823	0.00
19-3093	Historians	0.0007%	95,552	125,173	0.00
19-3094	Political scientists	0.0017%	131,310	172,016	0.00
19-3099	Social scientists and related workers, all other	0.0126%	106,812	139,924	0.00
19-4012	Agricultural technicians	0.0117%	48,924	64,090	0.00
19-4013	Food science technicians	0.0215%	56,187	73,605	0.01
19-4021	Biological technicians	0.0761%	69,302	90,786	0.03
19-4031	Chemical technicians	0.0603%	63,079	82,633	0.02
19-4042	Environmental science and protection technicians, including heal	0.0328%	70,755	92,689	0.01
19-4043	Geological technicians, except hydrologic technicians	0.0109%	88,629	116,104	0.00
19-4044	Hydrologic technicians	0.0007%	72,063	94,403	0.00
19-4051	Nuclear technicians	0.0013%	86,949	113,903	0.00
19-4061	Social science research assistants	0.0257%	75,833	99,341	0.01
19-4071	Forest and conservation technicians	0.0024%	62,616	82,027	0.00
19-4092	Forensic science technicians	0.0022%	101,372	132,797	0.00
19-4099	Life, physical, and social science technicians, all other	0.0511%	75,916	99,450	0.02
19-5011	Occupational health and safety specialists	0.1081%	108,718	142,421	0.04
19-5012	Occupational health and safety technicians	0.0194%	67,448	88,357	0.01
21-1012	Educational, guidance, and career counselors and advisors	0.0094%	88,412	115,820	0.00
21-1013	Marriage and family therapists	0.0585%	71,888	94,173	0.02
21-1015	Rehabilitation counselors	0.0115%	48,914	64,077	0.00
21-1018	Substance abuse, behavioral disorder, and mental health counse	0.3091%	68,993	90,381	0.12
21-1019	Counselors, all other	0.0213%	51,675	67,694	0.01
21-1021	Child, family, and school social workers	0.0348%	71,434	93,579	0.01
21-1022	Healthcare social workers	0.0766%	96,015	125,780	0.03
21-1023	Mental health and substance abuse social workers	0.0826%	83,787	109,761	0.03
21-1029	Social workers, all other	0.0056%	74,504	97,600	0.00
21-1091	Health education specialists	0.0315%	78,770	103,189	0.01
21-1092	Probation officers and correctional treatment specialists	0.0017%	105,318	137,967	0.00
21-1093	Social and human service assistants	0.0827%	53,220	69,718	0.03
21-1094	Community health workers	0.0322%	59,608	78,086	0.01
21-1099	Community and social service specialists, all other	0.0155%	57,877	75,819	0.01
21-2011	Clergy	0.0031%	85,785	112,378	0.00
21-2021	Directors, religious activities and education	0.0004%	79,171	103,714	0.00
21-2099	Religious workers, all other	0.0002%	54,395	71,257	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
23-1011	Lawyers	0.9874%	\$ 220,320	288,619	0.37
23-2011	Paralegals and legal assistants	0.5598%	81,603	106,900	0.21
23-2093	Title examiners, abstractors, and searchers	0.0894%	87,094	114,093	0.03
23-2099	Legal support workers, all other	0.0300%	86,527	113,350	0.01
25-1042	Biological science teachers, postsecondary	0.0007%	136,914	179,357	0.00
25-1071	Health specialties teachers, postsecondary	0.0026%	134,905	176,726	0.00
25-2011	Preschool teachers, except special education	0.0020%	51,665	67,681	0.00
25-2051	Special education teachers, preschool	0.0026%	85,322	111,772	0.00
25-2052	Special education teachers, kindergarten and elementary school	0.0006%	92,265	120,867	0.00
25-2058	Special education teachers, secondary school	0.0004%	108,450	142,070	0.00
25-2059	Special education teachers, all other	0.0044%	93,532	122,527	0.00
25-3011	Adult basic education, adult secondary education, and english a	0.0007%	98,611	129,180	0.00
25-3021	Self-enrichment teachers	0.0035%	61,400	80,434	0.00
25-3031	Substitute teachers, short-term	0.0770%	57,939	75,900	0.03
25-3041	Tutors	0.0039%	50,882	66,655	0.00
25-3099	Teachers and instructors, all other	0.0080%	87,804	115,023	0.00
25-4011	Archivists	0.0022%	72,722	95,266	0.00
25-4012	Curators	0.0006%	86,475	113,282	0.00
25-4022	Librarians and media collections specialists	0.0161%	93,677	122,717	0.01
25-4031	Library technicians	0.0085%	54,302	71,136	0.00
25-9021	Farm and home management educators	0.0006%	92,554	121,246	0.00
25-9031	Instructional coordinators	0.0113%	100,723	131,947	0.00
25-9045	Teaching assistants, except postsecondary	0.0052%	46,442	60,839	0.00
25-9099	Educational instruction and library workers, all other	0.0020%	69,034	90,435	0.00
27-1011	Art directors	0.0583%	152,532	199,817	0.02
27-1012	Craft artists	0.0015%	89,298	116,980	0.00
27-1013	Fine artists, including painters, sculptors, and illustrators	0.0028%	117,454	153,865	0.00
27-1014	Special effects artists and animators	0.0148%	137,646	180,316	0.01
27-1019	Artists and related workers, all other	0.0013%	98,179	128,614	0.00
27-1021	Commercial and industrial designers	0.0341%	97,200	127,332	0.01
27-1023	Floral designers	0.0022%	44,082	57,747	0.00
27-1024	Graphic designers	0.2171%	82,262	107,763	0.08
27-1025	Interior designers	0.0937%	84,034	110,085	0.04
27-1026	Merchandise displayers and window trimmers	0.0622%	45,061	59,030	0.02
27-1027	Set and exhibit designers	0.0022%	88,113	115,428	0.00
27-1029	Designers, all other	0.0094%	94,099	123,270	0.00
27-2012	Producers and directors	0.0437%	137,007	179,479	0.02
27-2023	Umpires, referees, and other sports officials	0.0004%	42,475	55,642	0.00
27-3023	News analysts, reporters, and journalists	0.0026%	134,514	176,213	0.00
27-3031	Public relations specialists	0.2127%	90,421	118,452	0.08
27-3041	Editors	0.0424%	106,503	139,519	0.02
27-3042	Technical writers	0.0624%	112,684	147,616	0.02
27-3043	Writers and authors	0.0374%	111,922	146,618	0.01
27-3091	Interpreters and translators	0.0461%	72,042	94,375	0.02
27-3092	Court reporters and simultaneous captioners	0.0067%	101,352	132,771	0.00
27-3099	Media and communication workers, all other	0.0063%	125,438	164,324	0.00
27-4011	Audio and video technicians	0.0267%	74,484	97,574	0.01
27-4012	Broadcast technicians	0.0013%	108,202	141,745	0.00
27-4014	Sound engineering technicians	0.0013%	85,857	112,473	0.00
27-4015	Lighting technicians	0.0024%	84,549	110,759	0.00
27-4021	Photographers	0.0557%	77,791	101,906	0.02
27-4031	Camera operators, television, video, and film	0.0070%	83,684	109,626	0.00
27-4032	Film and video editors	0.0113%	104,669	137,116	0.00
27-4099	Media and communication equipment workers, all other	0.0024%	80,933	106,022	0.00
29-1021	Dentists, general	0.2175%	187,209	245,244	0.08
29-1022	Oral and maxillofacial surgeons	0.0067%	228,520	299,361	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.



**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
29-1023	Orthodontists	0.0115%	\$ 214,767	281,345	0.00
29-1029	Dentists, all other specialists	0.0063%	257,150	336,867	0.00
29-1031	Dietitians and nutritionists	0.0502%	87,114	114,119	0.02
29-1041	Optometrists	0.0639%	141,478	185,336	0.02
29-1051	Pharmacists	0.0665%	162,031	212,261	0.03
29-1071	Physician assistants	0.1897%	158,610	207,779	0.07
29-1081	Podiatrists	0.0141%	193,421	253,382	0.01
29-1122	Occupational therapists	0.0946%	116,980	153,244	0.04
29-1123	Physical therapists	0.2166%	117,722	154,216	0.08
29-1124	Radiation therapists	0.0102%	157,663	206,539	0.00
29-1125	Recreational therapists	0.0020%	92,368	121,002	0.00
29-1126	Respiratory therapists	0.0189%	106,173	139,087	0.01
29-1127	Speech-language pathologists	0.0853%	115,414	151,192	0.03
29-1128	Exercise physiologists	0.0037%	51,201	67,073	0.00
29-1129	Therapists, all other	0.0113%	92,420	121,070	0.00
29-1131	Veterinarians	0.1359%	163,401	214,055	0.05
29-1141	Registered nurses	1.1923%	141,849	185,822	0.45
29-1151	Nurse anesthetists	0.0568%	258,499	338,634	0.02
29-1161	Nurse midwives	0.0094%	189,290	247,970	0.00
29-1171	Nurse practitioners	0.3458%	166,419	218,009	0.13
29-1181	Audiologists	0.0161%	109,799	143,837	0.01
29-1211	Anesthesiologists	0.0511%	466,611	611,260	0.02
29-1212	Cardiologists	0.0200%	400,874	525,145	0.01
29-1213	Dermatologists	0.0213%	322,794	422,860	0.01
29-1214	Emergency medicine physicians	0.0433%	218,713	286,514	0.02
29-1215	Family medicine physicians	0.1594%	259,241	339,606	0.06
29-1216	General internal medicine physicians	0.0737%	283,420	371,280	0.03
29-1217	Neurologists	0.0117%	199,860	261,817	0.00
29-1218	Obstetricians and gynecologists	0.0283%	294,093	385,262	0.01
29-1221	Pediatricians, general	0.0479%	214,973	281,615	0.02
29-1222	Physicians, pathologists	0.0144%	272,438	356,894	0.01
29-1223	Psychiatrists	0.0217%	296,977	389,040	0.01
29-1224	Radiologists	0.0465%	268,904	352,264	0.02
29-1229	Physicians, all other	0.2803%	257,201	336,933	0.11
29-1241	Ophthalmologists, except pediatric	0.0200%	334,065	437,625	0.01
29-1242	Orthopedic surgeons, except pediatric	0.0228%	356,523	467,045	0.01
29-1249	Surgeons, all other	0.0326%	350,538	459,205	0.01
29-1291	Acupuncturists	0.0157%	85,857	112,473	0.01
29-1292	Dental hygienists	0.3867%	121,904	159,694	0.15
29-1299	Healthcare diagnosing or treating practitioners, all other	0.0056%	125,582	164,512	0.00
29-2010	Clinical laboratory technologists and technicians	0.2654%	75,782	99,274	0.10
29-2031	Cardiovascular technologists and technicians	0.0198%	92,492	121,165	0.01
29-2032	Diagnostic medical sonographers	0.0598%	126,375	165,551	0.02
29-2033	Nuclear medicine technologists	0.0078%	148,854	194,999	0.00
29-2034	Radiologic technologists and technicians	0.1407%	106,266	139,208	0.05
29-2035	Magnetic resonance imaging technologists	0.0287%	118,144	154,769	0.01
29-2042	Emergency medical technicians	0.0150%	53,674	70,313	0.01
29-2043	Paramedics	0.0052%	71,980	94,294	0.00
29-2051	Dietetic technicians	0.0024%	46,256	60,595	0.00
29-2052	Pharmacy technicians	0.0596%	57,393	75,185	0.02
29-2053	Psychiatric technicians	0.0650%	66,778	87,479	0.02
29-2055	Surgical technologists	0.0598%	78,471	102,797	0.02
29-2056	Veterinary technologists and technicians	0.2116%	57,424	75,225	0.08
29-2057	Ophthalmic medical technicians	0.1257%	55,209	72,324	0.05
29-2061	Licensed practical and licensed vocational nurses	0.2880%	78,893	103,350	0.11
29-2072	Medical records specialists	0.1907%	66,005	86,467	0.07
29-2081	Opticians, dispensing	0.0772%	61,771	80,920	0.03
29-2091	Orthotists and prosthetists	0.0087%	95,943	125,685	0.00
29-2092	Hearing aid specialists	0.0009%	72,640	95,158	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
29-2099	Health technologists and technicians, all other	0.1734%	\$ 64,275	84,200	0.07
29-9021	Health information technologists and medical registrars	0.0231%	104,082	136,347	0.01
29-9091	Athletic trainers	0.0167%	75,040	98,302	0.01
29-9092	Genetic counselors	0.0022%	142,725	186,970	0.00
29-9093	Surgical assistants	0.0180%	57,362	75,144	0.01
29-9099	Healthcare practitioners and technical workers, all other	0.0181%	86,352	113,121	0.01
31-1120	Home health and personal care aides	0.1372%	36,305	47,560	0.05
31-1131	Nursing assistants	0.1840%	48,520	63,561	0.07
31-1132	Orderlies	0.0080%	52,107	68,260	0.00
31-1133	Psychiatric aides	0.0046%	51,819	67,883	0.00
31-2011	Occupational therapy assistants	0.0424%	82,011	107,434	0.02
31-2012	Occupational therapy aides	0.0039%	40,490	53,042	0.00
31-2021	Physical therapist assistants	0.1094%	80,094	104,923	0.04
31-2022	Physical therapist aides	0.0624%	39,614	51,894	0.02
31-9011	Massage therapists	0.0548%	58,426	76,538	0.02
31-9091	Dental assistants	0.6681%	54,086	70,853	0.25
31-9092	Medical assistants	1.1277%	52,468	68,733	0.43
31-9093	Medical equipment preparers	0.0292%	63,683	83,425	0.01
31-9094	Medical transcriptionists	0.0781%	44,953	58,888	0.03
31-9095	Pharmacy aides	0.0072%	51,128	66,978	0.00
31-9096	Veterinary assistants and laboratory animal caretakers	0.2031%	43,964	57,593	0.08
31-9097	Phlebotomists	0.1159%	53,983	70,718	0.04
31-9099	Healthcare support workers, all other	0.0518%	56,890	74,526	0.02
33-1011	First-line supervisors of correctional officers	0.0024%	121,418	159,058	0.00
33-1021	First-line supervisors of firefighting and prevention workers	0.0056%	138,839	181,879	0.00
33-1091	First-line supervisors of security workers	0.0607%	62,704	82,142	0.02
33-1099	First-line supervisors of protective service workers, all other	0.0052%	77,084	100,980	0.00
33-2011	Firefighters	0.0368%	90,597	118,682	0.01
33-2021	Fire inspectors and investigators	0.0020%	101,514	132,983	0.00
33-3012	Correctional officers and jailers	0.0233%	91,278	119,574	0.01
33-3041	Parking enforcement workers	0.0004%	67,878	88,920	0.00
33-9021	Private detectives and investigators	0.0170%	65,848	86,261	0.01
33-9031	Gambling surveillance officers and gambling investigators	0.0002%	43,613	57,133	0.00
33-9032	Security guards	1.5062%	46,324	60,684	0.57
33-9091	Crossing guards and flaggers	0.0861%	56,272	73,716	0.03
33-9092	Lifeguards, ski patrol, and other recreational protective service w	0.0046%	39,624	51,907	0.00
33-9094	School bus monitors	0.0007%	40,748	53,380	0.00
33-9099	Protective service workers, all other	0.0183%	47,170	61,793	0.01
35-1011	Chefs and head cooks	0.0465%	69,219	90,677	0.02
35-1012	First-line supervisors of food preparation and serving workers	0.1222%	49,231	64,493	0.05
35-2011	Cooks, fast food	0.0107%	36,892	48,329	0.00
35-2012	Cooks, institution and cafeteria	0.1462%	47,675	62,454	0.06
35-2014	Cooks, restaurant	0.0798%	43,964	57,593	0.03
35-2015	Cooks, short order	0.0193%	40,737	53,365	0.01
35-2019	Cooks, all other	0.0117%	40,665	53,271	0.00
35-2021	Food preparation workers	0.1470%	40,377	52,894	0.06
35-3011	Bartenders	0.1225%	42,418	55,568	0.05
35-3023	Fast food and counter workers	0.3545%	37,800	49,518	0.13
35-3031	Waiters and waitresses	0.1725%	44,531	58,336	0.07
35-3041	Food servers, nonrestaurant	0.0774%	42,438	55,594	0.03
35-9011	Dining room and cafeteria attendants and bartender helpers	0.0622%	38,552	50,503	0.02
35-9021	Dishwashers	0.0811%	38,964	51,043	0.03
35-9031	Hosts and hostesses, restaurant, lounge, and coffee shop	0.0167%	39,892	52,259	0.01
35-9099	Food preparation and serving related workers, all other	0.0193%	41,521	54,393	0.01
37-1011	First-line supervisors of housekeeping and janitorial workers	0.1379%	59,714	78,225	0.05
37-1012	First-line supervisors of landscaping, lawn service, and groundsk	0.1640%	65,683	86,045	0.06
37-2011	Janitors and cleaners, except maids and housekeeping cleaners	2.1815%	43,149	56,525	0.83
37-2012	Maids and housekeeping cleaners	0.3425%	44,912	58,835	0.13
37-2019	Building cleaning workers, all other	0.0183%	44,613	58,443	0.01
37-2021	Pest control workers	0.1707%	47,788	62,602	0.06
37-3011	Landscaping and groundskeeping workers	1.1653%	46,056	60,333	0.44
37-3012	Pesticide handlers, sprayers, and applicators, vegetation	0.0231%	49,108	64,331	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
37-3013	Tree trimmers and pruners	0.0820%	\$ 67,435	88,340	0.03
37-3019	Grounds maintenance workers, all other	0.0083%	52,612	68,922	0.00
39-1014	First-line supervisors of entertainment and recreation workers, e	0.0026%	55,364	72,527	0.00
39-1022	First-line supervisors of personal service workers	0.0052%	56,354	73,824	0.00
39-2011	Animal trainers	0.0009%	47,633	62,399	0.00
39-2021	Animal caretakers	0.0763%	40,933	53,622	0.03
39-3031	Ushers, lobby attendants, and ticket takers	0.0172%	37,593	49,247	0.01
39-3091	Amusement and recreation attendants	0.0063%	37,779	49,490	0.00
39-3093	Locker room, coatroom, and dressing room attendants	0.0015%	44,294	58,025	0.00
39-3099	Entertainment attendants and related workers, all other	0.0006%	40,603	53,190	0.00
39-4012	Crematory operators	0.0002%	52,818	69,192	0.00
39-4021	Funeral attendants	0.0004%	43,521	57,013	0.00
39-5012	Hairdressers, hairstylists, and cosmetologists	0.0037%	48,035	62,926	0.00
39-5091	Makeup artists, theatrical and performance	0.0002%	102,586	134,388	0.00
39-5094	Skincare specialists	0.0176%	55,839	73,149	0.01
39-6011	Baggage porters and bellhops	0.0039%	40,861	53,528	0.00
39-6012	Concierges	0.0222%	44,335	58,079	0.01
39-7010	Tour and travel guides	0.0033%	46,067	60,348	0.00
39-9011	Childcare workers	0.0054%	41,294	54,095	0.00
39-9031	Exercise trainers and group fitness instructors	0.0089%	63,230	82,831	0.00
39-9032	Recreation workers	0.0102%	42,170	55,243	0.00
39-9041	Residential advisors	0.0085%	49,190	64,439	0.00
39-9099	Personal care and service workers, all other	0.0019%	44,541	58,349	0.00
41-1011	First-line supervisors of retail sales workers	0.0659%	56,699	74,276	0.02
41-1012	First-line supervisors of non-retail sales workers	0.2033%	100,871	132,141	0.08
41-2011	Cashiers	0.1324%	38,747	50,759	0.05
41-2021	Counter and rental clerks	0.2273%	48,286	63,255	0.09
41-2022	Parts salespersons	0.0052%	47,118	61,725	0.00
41-2031	Retail salespersons	0.2540%	43,149	56,525	0.10
41-3011	Advertising sales agents	0.1168%	85,596	112,131	0.04
41-3021	Insurance sales agents	0.8735%	92,221	120,810	0.33
41-3031	Securities, commodities, and financial services sales agents	0.5681%	104,478	136,866	0.22
41-3041	Travel agents	0.0009%	58,621	76,794	0.00
41-3091	Sales representatives of services, except advertising, insurance,	1.3443%	96,241	126,076	0.51
41-4011	Sales representatives, wholesale and manufacturing, technical a	0.1551%	139,669	182,966	0.06
41-4012	Sales representatives, wholesale and manufacturing, except tec	0.4867%	87,187	114,215	0.18
41-9011	Demonstrators and product promoters	0.0596%	47,924	62,780	0.02
41-9012	Models	0.0002%	86,485	113,295	0.00
41-9021	Real estate brokers	0.0927%	102,607	134,415	0.04
41-9022	Real estate sales agents	0.3371%	75,312	98,659	0.13
41-9031	Sales engineers	0.0644%	151,503	198,469	0.02
41-9041	Telemarketers	0.1303%	42,447	55,606	0.05
41-9091	Door-to-door sales workers, news and street vendors, and relate	0.0063%	41,682	54,603	0.00
41-9099	Sales and related workers, all other	0.0796%	67,716	88,708	0.03
43-1011	First-line supervisors of office and administrative support workers	1.4389%	77,987	102,163	0.55
43-2011	Switchboard operators, including answering service	0.0411%	54,302	71,136	0.02
43-2021	Telephone operators	0.0030%	58,470	76,596	0.00
43-3011	Bill and account collectors	0.2640%	55,468	72,663	0.10
43-3021	Billing and posting clerks	0.5520%	55,014	72,068	0.21
43-3031	Bookkeeping, accounting, and auditing clerks	1.4507%	58,439	76,555	0.55
43-3051	Payroll and timekeeping clerks	0.1666%	63,658	83,392	0.06
43-3061	Procurement clerks	0.0352%	55,055	72,122	0.01
43-3071	Tellers	0.6394%	45,843	60,054	0.24
43-3099	Financial clerks, all other	0.0578%	58,789	77,014	0.02
43-4011	Brokerage clerks	0.0242%	69,074	90,487	0.01
43-4021	Correspondence clerks	0.0037%	54,570	71,487	0.00
43-4031	Court, municipal, and license clerks	0.0039%	63,958	83,785	0.00
43-4041	Credit authorizers, checkers, and clerks	0.0167%	48,247	63,204	0.01
43-4051	Customer service representatives	2.9186%	51,527	67,500	1.11
43-4061	Eligibility interviewers, government programs	0.0087%	63,204	82,797	0.00
43-4071	File clerks	0.0809%	48,154	63,082	0.03
43-4081	Hotel, motel, and resort desk clerks	0.0124%	40,603	53,190	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
43-4111	Interviewers, except eligibility and loan	0.1040%	\$ 53,786	70,460	0.04
43-4121	Library assistants, clerical	0.0143%	49,608	64,986	0.01
43-4131	Loan interviewers and clerks	0.3747%	56,045	73,419	0.14
43-4141	New accounts clerks	0.0753%	54,931	71,960	0.03
43-4151	Order clerks	0.0511%	48,030	62,919	0.02
43-4161	Human resources assistants, except payroll and timekeeping	0.0831%	56,561	74,095	0.03
43-4171	Receptionists and information clerks	1.1175%	44,275	58,000	0.42
43-4181	Reservation and transportation ticket agents and travel clerks	0.0067%	45,957	60,204	0.00
43-4199	Information and record clerks, all other	0.0494%	57,716	75,608	0.02
43-5011	Cargo and freight agents	0.0113%	59,016	77,311	0.00
43-5021	Couriers and messengers	0.0663%	44,420	58,190	0.03
43-5031	Public safety telecommunicators	0.0013%	78,988	103,474	0.00
43-5032	Dispatchers, except police, fire, and ambulance	0.1048%	55,447	72,636	0.04
43-5041	Meter readers, utilities	0.0068%	74,242	97,257	0.00
43-5061	Production, planning, and expediting clerks	0.3471%	65,010	85,163	0.13
43-5071	Shipping, receiving, and inventory clerks	0.4609%	46,421	60,812	0.17
43-5111	Weighers, measurers, checkers, and samplers, recordkeeping	0.0246%	46,957	61,514	0.01
43-6011	Executive secretaries and executive administrative assistants	0.3889%	89,025	116,623	0.15
43-6012	Legal secretaries and administrative assistants	0.2443%	67,733	88,730	0.09
43-6013	Medical secretaries and administrative assistants	0.9500%	53,466	70,040	0.36
43-6014	Secretaries and administrative assistants, except legal, medical,	1.3465%	55,323	72,473	0.51
43-9021	Data entry keyers	0.1614%	49,763	65,190	0.06
43-9022	Word processors and typists	0.0091%	52,373	68,609	0.00
43-9031	Desktop publishers	0.0019%	73,706	96,555	0.00
43-9041	Insurance claims and policy processing clerks	0.4696%	53,229	69,730	0.18
43-9051	Mail clerks and mail machine operators, except postal service	0.0739%	45,802	60,001	0.03
43-9061	Office clerks, general	2.0575%	50,217	65,784	0.78
43-9071	Office machine operators, except computer	0.0307%	48,876	64,028	0.01
43-9081	Proofreaders and copy markers	0.0046%	67,805	88,825	0.00
43-9111	Statistical assistants	0.0070%	75,449	98,838	0.00
43-9199	Office and administrative support workers, all other	0.0894%	55,158	72,257	0.03
45-1011	First-line supervisors of farming, fishing, and forestry workers	0.0065%	61,654	80,767	0.00
45-2011	Agricultural inspectors	0.0033%	58,638	76,816	0.00
45-2021	Animal breeders	0.0002%	51,948	68,052	0.00
45-2041	Graders and sorters, agricultural products	0.0191%	36,886	48,321	0.01
45-2091	Agricultural equipment operators	0.0022%	41,062	53,791	0.00
45-2092	Farmworkers and laborers, crop, nursery, and greenhouse	0.0361%	37,625	49,289	0.01
45-2093	Farmworkers, farm, ranch, and aquacultural animals	0.0054%	45,576	59,705	0.00
45-2099	Agricultural workers, all other	0.0011%	57,509	75,337	0.00
45-4021	Fallers	0.0033%	90,045	117,959	0.00
45-4022	Logging equipment operators	0.0067%	63,183	82,770	0.00
45-4023	Log graders and scalers	0.0057%	51,127	66,976	0.00
47-1011	First-line supervisors of construction trades and extraction work	1.2138%	98,673	129,262	0.46
47-2011	Boilermakers	0.0152%	104,019	136,265	0.01
47-2021	Brickmasons and blockmasons	0.1048%	69,083	90,499	0.04
47-2022	Stonemasons	0.0168%	65,594	85,928	0.01
47-2031	Carpenters	1.2178%	75,280	98,617	0.46
47-2041	Carpet installers	0.0167%	57,365	75,148	0.01
47-2042	Floor layers, except carpet, wood, and hard tiles	0.0378%	65,307	85,552	0.01
47-2043	Floor sanders and finishers	0.0080%	67,851	88,885	0.00
47-2044	Tile and stone setters	0.0629%	61,449	80,498	0.02
47-2051	Cement masons and concrete finishers	0.3693%	70,663	92,569	0.14
47-2053	Terrazzo workers and finishers	0.0019%	46,961	61,519	0.00
47-2061	Construction laborers	1.7746%	63,316	82,944	0.67
47-2071	Paving, surfacing, and tamping equipment operators	0.0657%	86,515	113,335	0.02
47-2072	Pile driver operators	0.0046%	101,208	132,582	0.00
47-2073	Operating engineers and other construction equipment operators	0.5816%	90,783	118,926	0.22
47-2081	Drywall and ceiling tile installers	0.1681%	77,014	100,888	0.06
47-2082	Tapers	0.0252%	72,971	95,592	0.01
47-2111	Electricians	1.1629%	86,525	113,348	0.44
47-2121	Glaziers	0.0811%	73,546	96,345	0.03
47-2131	Insulation workers, floor, ceiling, and wall	0.0694%	67,667	88,644	0.03

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
47-2132	Insulation workers, mechanical	0.0400%	\$ 106,071	138,953	0.02
47-2141	Painters, construction and maintenance	0.3524%	62,608	82,016	0.13
47-2142	Paperhangers	0.0030%	61,685	80,807	0.00
47-2151	Pipelayers	0.0507%	75,629	99,074	0.02
47-2152	Plumbers, pipefitters, and steamfitters	0.7229%	77,260	101,211	0.27
47-2161	Plasterers and stucco masons	0.0400%	67,205	88,039	0.02
47-2171	Reinforcing iron and rebar workers	0.0311%	67,831	88,859	0.01
47-2181	Roofers	0.2547%	70,796	92,743	0.10
47-2211	Sheet metal workers	0.1844%	88,331	115,714	0.07
47-2221	Structural iron and steel workers	0.1151%	79,897	104,665	0.04
47-2231	Solar photovoltaic installers	0.0389%	58,176	76,211	0.01
47-3011	Helpers--brickmasons, blockmasons, stonemasons, and tile anc	0.0304%	49,783	65,216	0.01
47-3012	Helpers--carpenters	0.0385%	48,778	63,899	0.01
47-3013	Helpers--electricians	0.1212%	45,176	59,181	0.05
47-3014	Helpers--painters, paperhangers, plasterers, and stucco masons	0.0126%	47,690	62,474	0.00
47-3015	Helpers--pipelayers, plumbers, pipefitters, and steamfitters	0.0829%	48,706	63,805	0.03
47-3016	Helpers--roofers	0.0083%	51,897	67,985	0.00
47-3019	Helpers, construction trades, all other	0.0428%	49,824	65,269	0.02
47-4011	Construction and building inspectors	0.1290%	98,971	129,652	0.05
47-4021	Elevator and escalator installers and repairers	0.0411%	129,393	169,505	0.02
47-4031	Fence erectors	0.0361%	50,922	66,708	0.01
47-4041	Hazardous materials removal workers	0.0133%	59,941	78,523	0.01
47-4051	Highway maintenance workers	0.0117%	61,788	80,942	0.00
47-4061	Rail-track laying and maintenance equipment operators	0.0024%	74,777	97,958	0.00
47-4071	Septic tank servicers and sewer pipe cleaners	0.0087%	53,261	69,772	0.00
47-4090	Miscellaneous construction and related workers	0.0363%	77,978	102,151	0.01
47-5011	Derrick operators, oil and gas	0.0002%	59,028	77,327	0.00
47-5012	Rotary drill operators, oil and gas	0.0007%	71,135	93,187	0.00
47-5013	Service unit operators, oil and gas	0.0013%	63,593	83,307	0.00
47-5022	Excavating and loading machine and dragline operators, surface	0.0193%	78,963	103,442	0.01
47-5023	Earth drillers, except oil and gas	0.0257%	64,845	84,947	0.01
47-5032	Explosives workers, ordnance handling experts, and blasters	0.0017%	75,947	99,491	0.00
47-5041	Continuous mining machine operators	0.0002%	67,923	88,979	0.00
47-5044	Loading and moving machine operators, underground mining	0.0002%	68,395	89,597	0.00
47-5049	Underground mining machine operators, all other	0.0002%	67,421	88,322	0.00
47-5051	Rock splitters, quarry	0.0013%	59,356	77,756	0.00
47-5071	Roustabouts, oil and gas	0.0050%	66,179	86,694	0.00
47-5081	Helpers--extraction workers	0.0048%	57,078	74,772	0.00
47-5099	Extraction workers, all other	0.0007%	54,154	70,942	0.00
49-1011	First-line supervisors of mechanics, installers, and repairers	0.3710%	95,440	125,026	0.14
49-2011	Computer, automated teller, and office machine repairers	0.0204%	55,069	72,140	0.01
49-2021	Radio, cellular, and tower equipment installers and repairers	0.0115%	84,238	110,352	0.00
49-2022	Telecommunications equipment installers and repairers, except	0.2623%	76,483	100,193	0.10
49-2091	Avionics technicians	0.0028%	93,389	122,340	0.00
49-2092	Electric motor, power tool, and related repairers	0.0033%	66,364	86,937	0.00
49-2093	Electrical and electronics installers and repairers, transportation	0.0006%	89,620	117,402	0.00
49-2094	Electrical and electronics repairers, commercial and industrial e	0.0302%	76,254	99,893	0.01
49-2095	Electrical and electronics repairers, powerhouse, substation, an	0.0057%	119,268	156,241	0.00
49-2096	Electronic equipment installers and repairers, motor vehicles	0.0009%	52,311	68,527	0.00
49-2097	Audiovisual equipment installers and repairers	0.0150%	68,374	89,570	0.01
49-2098	Security and fire alarm systems installers	0.1372%	70,986	92,992	0.05
49-3011	Aircraft mechanics and service technicians	0.0135%	85,082	111,457	0.01
49-3021	Automotive body and related repairers	0.0020%	63,054	82,601	0.00
49-3022	Automotive glass installers and repairers	0.0019%	51,540	67,517	0.00
49-3023	Automotive service technicians and mechanics	0.0274%	63,939	83,760	0.01
49-3031	Bus and truck mechanics and diesel engine specialists	0.0670%	72,715	95,257	0.03
49-3041	Farm equipment mechanics and service technicians	0.0030%	58,297	76,369	0.00
49-3042	Mobile heavy equipment mechanics, except engines	0.1011%	84,155	110,243	0.04
49-3051	Motorboat mechanics and service technicians	0.0002%	63,876	83,678	0.00
49-3052	Motorcycle mechanics	0.0002%	56,496	74,010	0.00
49-3053	Outdoor power equipment and other small engine mechanics	0.0115%	51,478	67,436	0.00
49-3093	Tire repairers and changers	0.0017%	43,816	57,399	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
49-9011	Mechanical door repairers	0.0359%	\$ 60,712	79,533	0.01
49-9012	Control and valve installers and repairers, except mechanical do	0.0146%	96,481	126,390	0.01
49-9021	Heating, air conditioning, and refrigeration mechanics and install	0.6090%	72,923	95,529	0.23
49-9031	Home appliance repairers	0.0035%	52,571	68,868	0.00
49-9041	Industrial machinery mechanics	0.2908%	74,109	97,083	0.11
49-9043	Maintenance workers, machinery	0.0481%	68,550	89,801	0.02
49-9044	Millwrights	0.0483%	71,778	94,029	0.02
49-9051	Electrical power-line installers and repairers	0.0814%	116,551	152,682	0.03
49-9052	Telecommunications line installers and repairers	0.1749%	81,657	106,971	0.07
49-9062	Medical equipment repairers	0.0181%	81,397	106,630	0.01
49-9063	Musical instrument repairers and tuners	0.0007%	48,865	64,013	0.00
49-9069	Precision instrument and equipment repairers, all other	0.0033%	71,372	93,497	0.00
49-9071	Maintenance and repair workers, general	1.1769%	59,161	77,501	0.45
49-9081	Wind turbine service technicians	0.0037%	98,188	128,626	0.00
49-9091	Coin, vending, and amusement machine servicers and repairers	0.0070%	52,352	68,581	0.00
49-9092	Commercial divers	0.0035%	139,818	183,162	0.00
49-9094	Locksmiths and safe repairers	0.0194%	65,188	85,396	0.01
49-9095	Manufactured building and mobile home installers	0.0019%	52,748	69,100	0.00
49-9096	Riggers	0.0187%	92,056	120,593	0.01
49-9098	Helpers—installation, maintenance, and repair workers	0.0872%	44,316	58,054	0.03
49-9099	Installation, maintenance, and repair workers, all other	0.1433%	56,693	74,268	0.05
51-1011	First-line supervisors of production and operating workers	0.6501%	82,179	107,654	0.25
51-2011	Aircraft structure, surfaces, rigging, and systems assemblers	0.0041%	64,221	84,130	0.00
51-2021	Coil winders, tapers, and finishers	0.0087%	47,162	61,782	0.00
51-2028	Electrical, electronic, and electromechanical assemblers, except	0.3482%	50,824	66,579	0.13
51-2031	Engine and other machine assemblers	0.0616%	51,000	66,810	0.02
51-2041	Structural metal fabricators and fitters	0.0792%	57,776	75,687	0.03
51-2051	Fiberglass laminators and fabricators	0.0057%	53,079	69,533	0.00
51-2090	Miscellaneous assemblers and fabricators	1.7691%	47,948	62,812	0.67
51-3011	Bakers	0.1490%	42,083	55,129	0.06
51-3021	Butchers and meat cutters	0.0230%	44,421	58,192	0.01
51-3022	Meat, poultry, and fish cutters and trimmers	0.2001%	38,886	50,941	0.08
51-3023	Slaughtering and meat packers	0.1266%	40,966	53,665	0.05
51-3091	Food and tobacco roasting, baking, and drying machine operator	0.0252%	46,397	60,780	0.01
51-3092	Food batchmakers	0.2355%	42,703	55,941	0.09
51-3093	Food cooking machine operators and tenders	0.0422%	43,190	56,579	0.02
51-3099	Food processing workers, all other	0.0829%	42,310	55,426	0.03
51-4021	Extruding and drawing machine setters, operators, and tenders,	0.0265%	47,028	61,607	0.01
51-4022	Forging machine setters, operators, and tenders, metal and plas	0.0120%	55,738	73,017	0.00
51-4023	Rolling machine setters, operators, and tenders, metal and plas	0.0113%	52,469	68,734	0.00
51-4031	Cutting, punching, and press machine setters, operators, and te	0.2347%	49,583	64,954	0.09
51-4032	Drilling and boring machine tool setters, operators, and tenders,	0.0063%	53,545	70,144	0.00
51-4033	Grinding, lapping, polishing, and buffing machine tool setters, op	0.0850%	46,997	61,566	0.03
51-4034	Lathe and turning machine tool setters, operators, and tenders,	0.0283%	53,100	69,561	0.01
51-4035	Milling and planing machine setters, operators, and tenders, me	0.0139%	58,448	76,567	0.01
51-4041	Machinists	0.3910%	62,359	81,690	0.15
51-4051	Metal-refining furnace operators and tenders	0.0043%	55,676	72,936	0.00
51-4052	Pourers and casters, metal	0.0006%	44,110	57,784	0.00
51-4061	Model makers, metal and plastic	0.0024%	80,969	106,069	0.00
51-4062	Patternmakers, metal and plastic	0.0011%	70,872	92,842	0.00
51-4071	Foundry mold and coremakers	0.0039%	42,600	55,806	0.00
51-4072	Molding, coremaking, and casting machine setters, operators, a	0.0694%	47,700	62,487	0.03
51-4081	Multiple machine tool setters, operators, and tenders, metal and	0.1520%	45,807	60,007	0.06
51-4111	Tool and die makers	0.0746%	71,969	94,279	0.03
51-4121	Welders, cutters, solderers, and brazers	0.5507%	61,210	80,185	0.21
51-4122	Welding, soldering, and brazing machine setters, operators, anc	0.0446%	51,331	67,244	0.02
51-4191	Heat treating equipment setters, operators, and tenders, metal	0.0126%	52,324	68,544	0.00
51-4192	Layout workers, metal and plastic	0.0020%	69,734	91,352	0.00
51-4193	Plating machine setters, operators, and tenders, metal and plas	0.0133%	47,710	62,500	0.01
51-4194	Tool grinders, filers, and sharpeners	0.0076%	52,759	69,114	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
51-4199	Metal workers and plastic workers, all other	0.0187%	\$ 47,234	61,877	0.01
51-5111	Prepress technicians and workers	0.0056%	54,176	70,971	0.00
51-5112	Printing press operators	0.0446%	48,972	64,153	0.02
51-5113	Print binding and finishing workers	0.0057%	46,386	60,766	0.00
51-6011	Laundry and dry-cleaning workers	0.0285%	39,093	51,212	0.01
51-6021	Pressers, textile, garment, and related materials	0.0017%	38,514	50,453	0.00
51-6031	Sewing machine operators	0.0913%	38,721	50,725	0.03
51-6051	Sewers, hand	0.0007%	37,355	48,935	0.00
51-6052	Tailors, dressmakers, and custom sewers	0.0009%	53,059	69,507	0.00
51-6061	Textile bleaching and dyeing machine operators and tenders	0.0111%	37,893	49,640	0.00
51-6062	Textile cutting machine setters, operators, and tenders	0.0106%	40,903	53,583	0.00
51-6063	Textile knitting and weaving machine setters, operators, and ten	0.0252%	39,672	51,970	0.01
51-6064	Textile winding, twisting, and drawing out machine setters, oper	0.0378%	39,114	51,239	0.01
51-6091	Extruding and forming machine setters, operators, and tenders,	0.0167%	50,545	66,214	0.01
51-6092	Fabric and apparel patternmakers	0.0013%	73,034	95,675	0.00
51-6093	Upholsterers	0.0252%	50,576	66,255	0.01
51-6099	Textile, apparel, and furnishings workers, all other	0.0043%	39,507	51,754	0.00
51-7011	Cabinetmakers and bench carpenters	0.1433%	51,755	67,799	0.05
51-7021	Furniture finishers	0.0187%	51,372	67,297	0.01
51-7031	Model makers, wood	0.0006%	53,648	70,279	0.00
51-7041	Sawing machine setters, operators, and tenders, wood	0.0689%	45,517	59,627	0.03
51-7042	Woodworking machine setters, operators, and tenders, except s	0.1048%	45,734	59,912	0.04
51-7099	Woodworkers, all other	0.0113%	45,217	59,234	0.00
51-8012	Power distributors and dispatchers	0.0017%	127,490	167,012	0.00
51-8013	Power plant operators	0.0013%	106,200	139,122	0.00
51-8021	Stationary engineers and boiler operators	0.0106%	73,541	96,339	0.00
51-8031	Water and wastewater treatment plant and system operators	0.0422%	84,321	110,461	0.02
51-8091	Chemical plant and system operators	0.0048%	100,262	131,343	0.00
51-8092	Gas plant operators	0.0007%	114,972	150,613	0.00
51-8093	Petroleum pump system operators, refinery operators, and gauge	0.0007%	104,679	137,129	0.00
51-8099	Plant and system operators, all other	0.0065%	76,107	99,700	0.00
51-9011	Chemical equipment operators and tenders	0.0946%	58,117	76,133	0.04
51-9012	Separating, filtering, clarifying, precipitating, and still machine se	0.0705%	64,459	84,441	0.03
51-9021	Crushing, grinding, and polishing machine setters, operators, anc	0.0198%	46,986	61,552	0.01
51-9022	Grinding and polishing workers, hand	0.0128%	47,493	62,216	0.00
51-9023	Mixing and blending machine setters, operators, and tenders	0.1059%	54,000	70,740	0.04
51-9031	Cutters and trimmers, hand	0.0052%	39,310	51,496	0.00
51-9032	Cutting and slicing machine setters, operators, and tenders	0.0420%	46,831	61,349	0.02
51-9041	Extruding, forming, pressing, and compacting machine setters, i	0.0428%	48,879	64,031	0.02
51-9051	Furnace, kiln, oven, drier, and kettle operators and tenders	0.0178%	53,100	69,561	0.01
51-9061	Inspectors, testers, sorters, samplers, and weighers	0.6523%	56,628	74,183	0.25
51-9071	Jewelers and precious stone and metal workers	0.0143%	59,234	77,597	0.01
51-9081	Dental laboratory technicians	0.0613%	61,552	80,633	0.02
51-9082	Medical appliance technicians	0.0157%	50,390	66,011	0.01
51-9083	Ophthalmic laboratory technicians	0.0239%	57,103	74,805	0.01
51-9111	Packaging and filling machine operators and tenders	0.5059%	44,400	58,164	0.19
51-9123	Painting, coating, and decorating workers	0.0109%	53,038	69,480	0.00
51-9124	Coating, painting, and spraying machine setters, operators, and	0.1179%	57,641	75,510	0.04
51-9141	Semiconductor processing technicians	0.0465%	52,924	69,330	0.02
51-9151	Photographic process workers and processing machine operato	0.0050%	48,259	63,219	0.00
51-9161	Computer numerically controlled tool operators	0.2669%	54,972	72,013	0.10
51-9162	Computer numerically controlled tool programmers	0.0404%	81,766	107,113	0.02
51-9191	Adhesive bonding machine operators and tenders	0.0074%	43,697	57,243	0.00
51-9192	Cleaning, washing, and metal pickling equipment operators and t	0.0180%	43,666	57,202	0.01
51-9193	Cooling and freezing equipment operators and tenders	0.0093%	46,738	61,227	0.00
51-9194	Etchers and engravers	0.0052%	48,269	63,232	0.00
51-9195	Molders, shapers, and casters, except metal and plastic	0.0611%	53,038	69,480	0.02
51-9196	Paper goods machine setters, operators, and tenders	0.0054%	51,352	67,271	0.00
51-9197	Tire builders	0.0002%	48,631	63,707	0.00
51-9198	Helpers—production workers	0.2177%	44,234	57,947	0.08

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

<b>SOC Code</b>	<b>Occupation Name</b>	<b>Percent of Total</b>	<b>Average Annual Wage</b>	<b>Household Income</b>	<b>Net New Napa County Households</b>
51-9199	Production workers, all other	0.2986%	\$ 46,521	60,943	0.11
53-1047	First-line supervisors of transportation and material moving work	0.1392%	69,553	91,114	0.05
53-2011	Airline pilots, copilots, and flight engineers	0.0033%	299,262	392,033	0.00
53-2012	Commercial pilots	0.0089%	161,474	211,531	0.00
53-2022	Airfield operations specialists	0.0017%	74,952	98,187	0.00
53-3011	Ambulance drivers and attendants, except emergency medical te	0.0006%	38,470	50,396	0.00
53-3031	Driver/sales workers	0.0487%	48,650	63,732	0.02
53-3032	Heavy and tractor-trailer truck drivers	0.6829%	60,964	79,863	0.26
53-3033	Light truck drivers	0.1834%	50,711	66,431	0.07
53-3051	Bus drivers, school	0.0004%	56,810	74,421	0.00
53-3052	Bus drivers, transit and intercity	0.0015%	68,570	89,827	0.00
53-3053	Shuttle drivers and chauffeurs	0.0181%	44,977	58,920	0.01
53-3099	Motor vehicle operators, all other	0.0128%	52,521	68,803	0.00
53-5011	Sailors and marine oilers	0.0011%	64,427	84,399	0.00
53-5021	Captains, mates, and pilots of water vessels	0.0024%	95,520	125,131	0.00
53-5022	Motorboat operators	0.0002%	85,090	111,468	0.00
53-6021	Parking attendants	0.0096%	39,809	52,150	0.00
53-6031	Automotive and watercraft service attendants	0.0019%	42,257	55,357	0.00
53-6041	Traffic technicians	0.0015%	76,783	100,586	0.00
53-6051	Transportation inspectors	0.0022%	89,515	117,265	0.00
53-6099	Transportation workers, all other	0.0011%	52,740	69,089	0.00
53-7011	Conveyor operators and tenders	0.0059%	44,548	58,358	0.00
53-7021	Crane and tower operators	0.0426%	69,940	91,621	0.02
53-7041	Hoist and winch operators	0.0006%	54,226	71,036	0.00
53-7051	Industrial truck and tractor operators	0.4013%	50,794	66,540	0.15
53-7061	Cleaners of vehicles and equipment	0.0889%	40,238	52,712	0.03
53-7062	Laborers and freight, stock, and material movers, hand	1.7180%	45,354	59,414	0.65
53-7063	Machine feeders and offbearers	0.0381%	45,270	59,304	0.01
53-7064	Packers and packagers, hand	0.4524%	41,347	54,165	0.17
53-7065	Stockers and order fillers	0.3430%	44,653	58,495	0.13
53-7072	Pump operators, except wellhead pumpers	0.0043%	55,785	73,078	0.00
53-7081	Refuse and recyclable material collectors	0.1375%	63,736	83,494	0.05
53-7121	Tank car, truck, and ship loaders	0.0009%	62,815	82,288	0.00
53-7199	Material moving workers, all other	0.0074%	42,644	55,864	0.00

Sources: CA EDD, Occupational Employment (May 2022) &amp; Wage (2023 - 1st Quarter) Data.



**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype**

SOC Code	Occupation Name	Percent of Total	Average		Net New
			Annual Wage	Household Income	Napa County Households
11-1011	Chief executives	0.021345%	\$271,228	355,309	0.01
11-1021	General and operations managers	1.638207%	147,931	193,790	1.12
11-2011	Advertising and promotions managers	0.005336%	179,337	234,931	0.00
11-2021	Marketing managers	0.106724%	162,948	213,462	0.07
11-2022	Sales managers	0.480256%	146,743	192,233	0.33
11-2032	Public relations managers	0.010672%	170,640	223,538	0.01
11-2033	Fundraising managers	0.005336%	157,949	206,913	0.00
11-3012	Administrative services managers	0.080043%	116,567	152,703	0.05
11-3013	Facilities managers	0.293490%	116,229	152,260	0.20
11-3021	Computer and information systems managers	0.042689%	192,755	252,509	0.03
11-3031	Financial managers	0.256137%	181,815	238,178	0.17
11-3061	Purchasing managers	0.016009%	137,063	179,553	0.01
11-3071	Transportation, storage, and distribution managers	0.005336%	119,199	156,151	0.00
11-3111	Compensation and benefits managers	0.005336%	170,671	223,579	0.00
11-3121	Human resources managers	0.122732%	158,799	208,027	0.08
11-3131	Training and development managers	0.016009%	124,771	163,450	0.01
11-9021	Construction managers	0.005336%	144,930	189,858	0.00
11-9041	Architectural and engineering managers	0.010672%	180,207	236,071	0.01
11-9051	Food service managers	0.554963%	85,325	111,776	0.38
11-9071	Gambling managers	0.069370%	119,189	156,138	0.05
11-9072	Entertainment and recreation managers, except gambling	0.101387%	101,735	133,273	0.07
11-9081	Lodging managers	2.070438%	99,102	129,824	1.41
11-9141	Property, real estate, and community association managers	0.074707%	77,069	100,960	0.05
11-9151	Social and community service managers	0.005336%	88,736	116,244	0.00
11-9179	Personal service managers, all other	0.037353%	83,287	109,106	0.03
11-9199	Managers, all other	0.176094%	163,398	214,051	0.12
13-1020	Buyers and purchasing agents	0.090715%	86,708	113,587	0.06
13-1041	Compliance officers	0.026681%	91,574	119,962	0.02
13-1071	Human resources specialists	0.325507%	85,202	111,615	0.22
13-1075	Labor relations specialists	0.005336%	113,647	148,878	0.00
13-1082	Project management specialists	0.048026%	113,637	148,864	0.03
13-1111	Management analysts	0.016009%	105,945	138,788	0.01
13-1121	Meeting, convention, and event planners	0.437567%	67,318	88,187	0.30
13-1131	Fundraisers	0.021345%	76,998	100,867	0.01
13-1141	Compensation, benefits, and job analysis specialists	0.010672%	89,801	117,639	0.01
13-1151	Training and development specialists	0.037353%	82,508	108,085	0.03
13-1161	Market research analysts and marketing specialists	0.272145%	85,622	112,165	0.19
13-1199	Business operations specialists, all other	0.213447%	98,232	128,684	0.15
13-2011	Accountants and auditors	0.485592%	100,465	131,609	0.33
13-2031	Budget analysts	0.026681%	109,294	143,175	0.02
13-2051	Financial and investment analysts	0.021345%	101,325	132,736	0.01
13-2054	Financial risk specialists	0.005336%	123,860	162,257	0.00
13-2099	Financial specialists, all other	0.005336%	95,220	124,738	0.00
15-1211	Computer systems analysts	0.021345%	133,329	174,661	0.01
15-1212	Information security analysts	0.005336%	144,981	189,925	0.00
15-1231	Computer network support specialists	0.016009%	86,475	113,282	0.01
15-1232	Computer user support specialists	0.074707%	82,365	107,898	0.05
15-1242	Database administrators	0.005336%	119,895	157,062	0.00
15-1244	Network and computer systems administrators	0.048026%	118,237	154,890	0.03
15-1252	Software developers	0.016009%	179,029	234,528	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
15-1255	Web and digital interface designers	0.005336%	\$ 141,324	185,134	0.00
15-1299	Computer occupations, all other	0.021345%	130,465	170,909	0.01
17-2051	Civil engineers	0.042689%	118,577	155,336	0.03
17-2141	Mechanical engineers	0.005336%	130,424	170,855	0.00
19-5011	Occupational health and safety specialists	0.005336%	108,718	142,421	0.00
21-1012	Educational, guidance, and career counselors and advisors	0.005336%	88,412	115,820	0.00
21-1099	Community and social service specialists, all other	0.005336%	57,877	75,819	0.00
23-1011	Lawyers	0.005336%	220,320	288,619	0.00
25-3021	Self-enrichment teachers	0.096051%	61,400	80,434	0.07
25-3099	Teachers and instructors, all other	0.005336%	87,804	115,023	0.00
25-9031	Instructional coordinators	0.005336%	100,723	131,947	0.00
27-1023	Floral designers	0.005336%	44,082	57,747	0.00
27-1024	Graphic designers	0.016009%	82,262	107,763	0.01
27-1025	Interior designers	0.005336%	84,034	110,085	0.00
27-2012	Producers and directors	0.010672%	137,007	179,479	0.01
27-2022	Coaches and scouts	0.026681%	67,540	88,477	0.02
27-3031	Public relations specialists	0.053362%	90,421	118,452	0.04
27-4011	Audio and video technicians	0.069370%	74,484	97,574	0.05
27-4021	Photographers	0.005336%	77,791	101,906	0.00
27-4099	Media and communication equipment workers, all other	0.010672%	80,933	106,022	0.01
29-1141	Registered nurses	0.005336%	141,849	185,822	0.00
29-2042	Emergency medical technicians	0.005336%	53,674	70,313	0.00
31-1120	Home health and personal care aides	0.005336%	36,305	47,560	0.00
31-9011	Massage therapists	0.474920%	58,426	76,538	0.32
33-1091	First-line supervisors of security workers	0.213447%	62,704	82,142	0.15
33-1099	First-line supervisors of protective service workers, all other	0.032017%	77,084	100,980	0.02
33-9031	Gambling surveillance officers and gambling investigators	0.101387%	43,613	57,133	0.07
33-9032	Security guards	1.542156%	46,324	60,684	1.05
33-9092	Lifeguards, ski patrol, and other recreational protective service workers	0.437567%	39,624	51,907	0.30
33-9099	Protective service workers, all other	0.021345%	47,170	61,793	0.01
35-1011	Chefs and head cooks	0.944504%	69,219	90,677	0.64
35-1012	First-line supervisors of food preparation and serving workers	1.382070%	49,231	64,493	0.94
35-2011	Cooks, fast food	0.026681%	36,892	48,329	0.02
35-2012	Cooks, institution and cafeteria	0.325507%	47,675	62,454	0.22
35-2014	Cooks, restaurant	3.665955%	43,964	57,593	2.50
35-2015	Cooks, short order	0.096051%	40,737	53,365	0.07
35-2019	Cooks, all other	0.074707%	40,665	53,271	0.05
35-2021	Food preparation workers	0.741729%	40,377	52,894	0.51
35-3011	Bartenders	2.278549%	42,418	55,568	1.55
35-3023	Fast food and counter workers	0.779082%	37,800	49,518	0.53
35-3031	Waiters and waitresses	6.648879%	44,531	58,336	4.54
35-3041	Food servers, nonrestaurant	0.965848%	42,438	55,594	0.66
35-9011	Dining room and cafeteria attendants and bartender helpers	2.790822%	38,552	50,503	1.90
35-9021	Dishwashers	1.237994%	38,964	51,043	0.84
35-9031	Hosts and hostesses, restaurant, lounge, and coffee shop	0.997866%	39,892	52,259	0.68
35-9099	Food preparation and serving related workers, all other	0.250800%	41,521	54,393	0.17
37-1011	First-line supervisors of housekeeping and janitorial workers	2.113127%	59,714	78,225	1.44

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average	Household Income	Net New
			Annual Wage		Napa County Households
37-1012	First-line supervisors of landscaping, lawn service, and groundskeep	0.112060%	\$ 65,683	86,045	0.08
37-2011	Janitors and cleaners, except maids and housekeeping cleaners	2.278549%	43,149	56,525	1.55
37-2012	Maids and housekeeping cleaners	21.691569%	44,912	58,835	14.80
37-2019	Building cleaning workers, all other	0.080043%	44,613	58,443	0.05
37-3011	Landscaping and groundskeeping workers	0.859125%	46,056	60,333	0.59
37-3012	Pesticide handlers, sprayers, and applicators, vegetation	0.010672%	49,108	64,331	0.01
37-3019	Grounds maintenance workers, all other	0.037353%	52,612	68,922	0.03
39-1013	First-line supervisors of gambling services workers	0.506937%	69,456	90,987	0.35
39-1014	First-line supervisors of entertainment and recreation workers, except	0.218783%	55,364	72,527	0.15
39-1022	First-line supervisors of personal service workers	0.117396%	56,354	73,824	0.08
39-2011	Animal trainers	0.005336%	47,633	62,399	0.00
39-2021	Animal caretakers	0.032017%	40,933	53,622	0.02
39-3011	Gambling dealers	1.675560%	44,201	57,903	1.14
39-3012	Gambling and sports book writers and runners	0.058698%	40,397	52,920	0.04
39-3019	Gambling service workers, all other	0.090715%	43,861	57,458	0.06
39-3031	Ushers, lobby attendants, and ticket takers	0.138741%	37,593	49,247	0.09
39-3091	Amusement and recreation attendants	0.843116%	37,779	49,490	0.58
39-3092	Costume attendants	0.016009%	72,558	95,051	0.01
39-3093	Locker room, coatroom, and dressing room attendants	0.149413%	44,294	58,025	0.10
39-3099	Entertainment attendants and related workers, all other	0.021345%	40,603	53,190	0.01
39-5012	Hairdressers, hairstylists, and cosmetologists	0.048026%	48,035	62,926	0.03
39-5092	Manicurists and pedicurists	0.064034%	37,439	49,045	0.04
39-5094	Skincare specialists	0.117396%	55,839	73,149	0.08
39-6011	Baggage porters and bellhops	0.933831%	40,861	53,528	0.64
39-6012	Concierges	0.400213%	44,335	58,079	0.27
39-7010	Tour and travel guides	0.090715%	46,067	60,348	0.06
39-9031	Exercise trainers and group fitness instructors	0.090715%	63,230	82,831	0.06
39-9041	Residential advisors	0.069370%	49,190	64,439	0.05
41-1011	First-line supervisors of retail sales workers	0.128068%	56,699	74,276	0.09
41-1012	First-line supervisors of non-retail sales workers	0.080043%	100,871	132,141	0.05
41-2011	Cashiers	0.490928%	38,747	50,759	0.34
41-2012	Gambling change persons and booth cashiers	0.202775%	43,284	56,702	0.14
41-2021	Counter and rental clerks	0.080043%	48,286	63,255	0.05
41-2031	Retail salespersons	0.410886%	43,149	56,525	0.28
41-3041	Travel agents	0.032017%	58,621	76,794	0.02
41-3091	Sales representatives of services, except advertising, insurance, fina	1.243330%	96,241	126,076	0.85
41-4012	Sales representatives, wholesale and manufacturing, except technic	0.026681%	87,187	114,215	0.02
41-9011	Demonstrators and product promoters	0.005336%	47,924	62,780	0.00
41-9022	Real estate sales agents	0.005336%	75,312	98,659	0.00
41-9041	Telemarketers	0.010672%	42,447	55,606	0.01
41-9099	Sales and related workers, all other	0.032017%	67,716	88,708	0.02
43-1011	First-line supervisors of office and administrative support workers	2.054429%	77,987	102,163	1.40
43-2011	Switchboard operators, including answering service	0.128068%	54,302	71,136	0.09
43-2021	Telephone operators	0.026681%	58,470	76,596	0.02
43-3011	Bill and account collectors	0.005336%	55,468	72,663	0.00
43-3021	Billing and posting clerks	0.010672%	55,014	72,068	0.01
43-3031	Bookkeeping, accounting, and auditing clerks	0.997866%	58,439	76,555	0.68
43-3041	Gambling cage workers	0.181430%	43,151	56,528	0.12
43-3051	Payroll and timekeeping clerks	0.048026%	63,658	83,392	0.03
43-3061	Procurement clerks	0.032017%	55,055	72,122	0.02
43-3099	Financial clerks, all other	0.005336%	58,789	77,014	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average	Household Income	Net New
			Annual Wage		Napa County Households
43-4051	Customer service representatives	0.426894%	\$ 51,527	67,500	0.29
43-4081	Hotel, motel, and resort desk clerks	13.543223%	40,603	53,190	9.24
43-4111	Interviewers, except eligibility and loan	0.005336%	53,786	70,460	0.00
43-4151	Order clerks	0.010672%	48,030	62,919	0.01
43-4161	Human resources assistants, except payroll and timekeeping	0.042689%	56,561	74,095	0.03
43-4171	Receptionists and information clerks	0.234792%	44,275	58,000	0.16
43-4181	Reservation and transportation ticket agents and travel clerks	0.266809%	45,957	60,204	0.18
43-4199	Information and record clerks, all other	0.016009%	57,716	75,608	0.01
43-5021	Couriers and messengers	0.010672%	44,420	58,190	0.01
43-5032	Dispatchers, except police, fire, and ambulance	0.069370%	55,447	72,636	0.05
43-5061	Production, planning, and expediting clerks	0.032017%	65,010	85,163	0.02
43-5071	Shipping, receiving, and inventory clerks	0.106724%	46,421	60,812	0.07
43-6011	Executive secretaries and executive administrative assistants	0.090715%	89,025	116,623	0.06
43-6014	Secretaries and administrative assistants, except legal, medical, an	0.394877%	55,323	72,473	0.27
43-9021	Data entry keyers	0.010672%	49,763	65,190	0.01
43-9051	Mail clerks and mail machine operators, except postal service	0.005336%	45,802	60,001	0.00
43-9061	Office clerks, general	0.517609%	50,217	65,784	0.35
43-9199	Office and administrative support workers, all other	0.026681%	55,158	72,257	0.02
45-1011	First-line supervisors of farming, fishing, and forestry workers	0.010672%	61,654	80,767	0.01
45-2092	Farmworkers and laborers, crop, nursery, and greenhouse	0.005336%	37,625	49,289	0.00
45-2093	Farmworkers, farm, ranch, and aquacultural animals	0.053362%	45,576	59,705	0.04
47-1011	First-line supervisors of construction trades and extraction workers	0.016009%	98,673	129,262	0.01
47-2031	Carpenters	0.053362%	75,280	98,617	0.04
47-2041	Carpet installers	0.005336%	57,365	75,148	0.00
47-2061	Construction laborers	0.005336%	63,316	82,944	0.00
47-2073	Operating engineers and other construction equipment operators	0.010672%	90,783	118,926	0.01
47-2111	Electricians	0.042689%	86,525	113,348	0.03
47-2141	Painters, construction and maintenance	0.106724%	62,608	82,016	0.07
47-2152	Plumbers, pipefitters, and steamfitters	0.021345%	77,260	101,211	0.01
49-1011	First-line supervisors of mechanics, installers, and repairers	0.592316%	95,440	125,026	0.40
49-2094	Electrical and electronics repairers, commercial and industrial equip	0.005336%	76,254	99,893	0.00
49-3023	Automotive service technicians and mechanics	0.010672%	63,939	83,760	0.01
49-3042	Mobile heavy equipment mechanics, except engines	0.005336%	84,155	110,243	0.00
49-3053	Outdoor power equipment and other small engine mechanics	0.016009%	51,478	67,436	0.01
49-3092	Recreational vehicle service technicians	0.005336%	59,233	77,595	0.00
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	0.042689%	72,923	95,529	0.03
49-9041	Industrial machinery mechanics	0.021345%	74,109	97,083	0.01
49-9071	Maintenance and repair workers, general	5.288154%	59,161	77,501	3.61
49-9091	Coin, vending, and amusement machine servicers and repairers	0.096051%	52,352	68,581	0.07
49-9094	Locksmiths and safe repairers	0.005336%	65,188	85,396	0.00
49-9098	Helpers--installation, maintenance, and repair workers	0.021345%	44,316	58,054	0.01
49-9099	Installation, maintenance, and repair workers, all other	0.053362%	56,693	74,268	0.04
51-1011	First-line supervisors of production and operating workers	0.074707%	82,179	107,654	0.05
51-3011	Bakers	0.144077%	42,083	55,129	0.10
51-3021	Butchers and meat cutters	0.010672%	44,421	58,192	0.01
51-6011	Laundry and dry-cleaning workers	1.974386%	39,093	51,212	1.35
51-6021	Pressers, textile, garment, and related materials	0.005336%	38,514	50,453	0.00
51-6031	Sewing machine operators	0.010672%	38,721	50,725	0.01
51-6052	Tailors, dressmakers, and custom sewers	0.016009%	53,059	69,507	0.01
51-6093	Upholsterers	0.005336%	50,576	66,255	0.00
51-8021	Stationary engineers and boiler operators	0.288154%	73,541	96,339	0.20

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

SOC Code	Occupation Name	Percent of Total	Average	Household Income	Net New
			Annual Wage		Napa County Households
51-9061	Inspectors, testers, sorters, samplers, and weighers	0.032017%	\$ 56,628	74,183	0.02
51-9199	Production workers, all other	0.005336%	46,521	60,943	0.00
53-1047	First-line supervisors of transportation and material moving workers,	0.053362%	69,553	91,114	0.04
53-3031	Driver/sales workers	0.005336%	48,650	63,732	0.00
53-3032	Heavy and tractor-trailer truck drivers	0.005336%	60,964	79,863	0.00
53-3033	Light truck drivers	0.026681%	50,711	66,431	0.02
53-3053	Shuttle drivers and chauffeurs	0.304162%	44,977	58,920	0.21
53-3099	Motor vehicle operators, all other	0.005336%	52,521	68,803	0.00
53-5021	Captains, mates, and pilots of water vessels	0.010672%	95,520	125,131	0.01
53-5022	Motorboat operators	0.010672%	85,090	111,468	0.01
53-6021	Parking attendants	0.309498%	39,809	52,150	0.21
53-6031	Automotive and watercraft service attendants	0.005336%	42,257	55,357	0.00
53-7061	Cleaners of vehicles and equipment	0.005336%	40,238	52,712	0.00
53-7062	Laborers and freight, stock, and material movers, hand	0.192102%	45,354	59,414	0.13
53-7065	Stockers and order fillers	0.144077%	44,653	58,495	0.10

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.5: Occupation Mix and Averages for Warehousing/Storage Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
11-1011	Chief executives	0.027724%	\$ 271,228	355,309	0.00
11-1021	General and operations managers	0.992515%	147,931	193,790	0.08
11-2021	Marketing managers	0.038813%	162,948	213,462	0.00
11-2022	Sales managers	0.105351%	146,743	192,233	0.01
11-2032	Public relations managers	0.005545%	170,640	223,538	0.00
11-3012	Administrative services managers	0.044358%	116,567	152,703	0.00
11-3013	Facilities managers	0.121985%	116,229	152,260	0.01
11-3021	Computer and information systems managers	0.083172%	192,755	252,509	0.01
11-3031	Financial managers	0.072082%	181,815	238,178	0.01
11-3051	Industrial production managers	0.055448%	151,854	198,929	0.00
11-3061	Purchasing managers	0.027724%	137,063	179,553	0.00
11-3071	Transportation, storage, and distribution managers	1.092320%	119,199	156,151	0.09
11-3121	Human resources managers	0.094261%	158,799	208,027	0.01
11-3131	Training and development managers	0.033269%	124,771	163,450	0.00
11-9021	Construction managers	0.005545%	144,930	189,858	0.00
11-9041	Architectural and engineering managers	0.016634%	180,207	236,071	0.00
11-9141	Property, real estate, and community association managers	0.011090%	77,069	100,960	0.00
11-9199	Managers, all other	0.099806%	163,398	214,051	0.01
13-1020	Buyers and purchasing agents	0.194067%	86,708	113,587	0.02
13-1041	Compliance officers	0.038813%	91,574	119,962	0.00
13-1051	Cost estimators	0.022179%	93,888	122,993	0.00
13-1071	Human resources specialists	0.404769%	85,202	111,615	0.03
13-1081	Logisticians	0.332686%	90,887	119,062	0.03
13-1082	Project management specialists	0.099806%	113,637	148,864	0.01
13-1111	Management analysts	0.094261%	105,945	138,788	0.01
13-1131	Fundraisers	0.005545%	76,998	100,867	0.00
13-1141	Compensation, benefits, and job analysis specialists	0.016634%	89,801	117,639	0.00
13-1151	Training and development specialists	0.493485%	82,508	108,085	0.04
13-1161	Market research analysts and marketing specialists	0.116440%	85,622	112,165	0.01
13-1199	Business operations specialists, all other	0.426948%	98,232	128,684	0.04
13-2011	Accountants and auditors	0.155254%	100,465	131,609	0.01
13-2031	Budget analysts	0.005545%	109,294	143,175	0.00
13-2041	Credit analysts	0.005545%	82,867	108,556	0.00
13-2051	Financial and investment analysts	0.033269%	101,325	132,736	0.00
13-2054	Financial risk specialists	0.005545%	123,860	162,257	0.00
13-2099	Financial specialists, all other	0.005545%	95,220	124,738	0.00
15-1211	Computer systems analysts	0.055448%	133,329	174,661	0.00
15-1212	Information security analysts	0.005545%	144,981	189,925	0.00
15-1231	Computer network support specialists	0.044358%	86,475	113,282	0.00
15-1232	Computer user support specialists	0.221791%	82,365	107,898	0.02
15-1241	Computer network architects	0.011090%	157,931	206,890	0.00
15-1242	Database administrators	0.011090%	119,895	157,062	0.00
15-1243	Database architects	0.011090%	167,573	219,521	0.00
15-1244	Network and computer systems administrators	0.094261%	118,237	154,890	0.01
15-1251	Computer programmers	0.005545%	128,425	168,237	0.00
15-1252	Software developers	0.088716%	179,029	234,528	0.01
15-1253	Software quality assurance analysts and testers	0.016634%	136,760	179,156	0.00
15-1254	Web developers	0.011090%	125,160	163,960	0.00
15-1255	Web and digital interface designers	0.005545%	141,324	185,134	0.00
15-1299	Computer occupations, all other	0.160798%	130,465	170,909	0.01
15-2031	Operations research analysts	0.027724%	94,933	124,362	0.00
15-2051	Data scientists	0.033269%	144,734	189,602	0.00
17-2071	Electrical engineers	0.005545%	151,790	198,845	0.00
17-2111	Health and safety engineers, except mining safety engineers and inspec	0.005545%	132,443	173,500	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.5: : Occupation Mix and Averages for Warehousing/Storage Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
17-2112	Industrial engineers	0.116440%	\$ 124,614	163,244	0.01
17-2141	Mechanical engineers	0.011090%	130,424	170,855	0.00
17-2199	Engineers, all other	0.011090%	140,149	183,595	0.00
17-3013	Mechanical drafters	0.005545%	86,177	112,892	0.00
17-3023	Electrical and electronic engineering technologists and technicians	0.005545%	87,629	114,794	0.00
17-3024	Electro-mechanical and mechatronics technologists and technicians	0.016634%	91,843	120,314	0.00
17-3026	Industrial engineering technologists and technicians	0.011090%	79,903	104,673	0.00
19-4013	Food science technicians	0.005545%	56,187	73,605	0.00
19-5011	Occupational health and safety specialists	0.133075%	108,718	142,421	0.01
19-5012	Occupational health and safety technicians	0.327142%	67,448	88,357	0.03
23-1011	Lawyers	0.005545%	220,320	288,619	0.00
27-1011	Art directors	0.005545%	152,532	199,817	0.00
27-1021	Commercial and industrial designers	0.005545%	97,200	127,332	0.00
27-1024	Graphic designers	0.022179%	82,262	107,763	0.00
27-1025	Interior designers	0.005545%	84,034	110,085	0.00
27-1026	Merchandise displayers and window trimmers	0.144164%	45,061	59,030	0.01
27-3031	Public relations specialists	0.022179%	90,421	118,452	0.00
27-3042	Technical writers	0.005545%	112,684	147,616	0.00
27-3043	Writers and authors	0.005545%	111,922	146,618	0.00
27-4021	Photographers	0.011090%	77,791	101,906	0.00
29-1051	Pharmacists	0.011090%	162,031	212,261	0.00
29-1141	Registered nurses	0.005545%	141,849	185,822	0.00
29-2052	Pharmacy technicians	0.011090%	57,393	75,185	0.00
29-2061	Licensed practical and licensed vocational nurses	0.005545%	78,893	103,350	0.00
33-1091	First-line supervisors of security workers	0.033269%	62,704	82,142	0.00
33-1099	First-line supervisors of protective service workers, all other	0.011090%	77,084	100,980	0.00
33-9021	Private detectives and investigators	0.005545%	65,848	86,261	0.00
33-9032	Security guards	0.321597%	46,324	60,684	0.03
33-9099	Protective service workers, all other	0.105351%	47,170	61,793	0.01
35-2012	Cooks, institution and cafeteria	0.005545%	47,675	62,454	0.00
35-2021	Food preparation workers	0.022179%	40,377	52,894	0.00
35-3023	Fast food and counter workers	0.005545%	37,800	49,518	0.00
37-1011	First-line supervisors of housekeeping and janitorial workers	0.011090%	59,714	78,225	0.00
37-2011	Janitors and cleaners, except maids and housekeeping cleaners	0.776268%	43,149	56,525	0.07
37-2012	Maids and housekeeping cleaners	0.011090%	44,912	58,835	0.00
37-3011	Landscaping and groundskeeping workers	0.011090%	46,056	60,333	0.00
41-1011	First-line supervisors of retail sales workers	0.077627%	56,699	74,276	0.01
41-1012	First-line supervisors of non-retail sales workers	0.072082%	100,871	132,141	0.01
41-2011	Cashiers	0.049903%	38,747	50,759	0.00
41-2021	Counter and rental clerks	0.038813%	48,286	63,255	0.00
41-2022	Parts salespersons	0.011090%	47,118	61,725	0.00
41-2031	Retail salespersons	0.415858%	43,149	56,525	0.04
41-3091	Sales representatives of services, except advertising, insurance, financial	0.149709%	96,241	126,076	0.01
41-4011	Sales representatives, wholesale and manufacturing, technical and scientific	0.066537%	139,669	182,966	0.01
41-4012	Sales representatives, wholesale and manufacturing, except technical and scientific	0.343776%	87,187	114,215	0.03
41-9011	Demonstrators and product promoters	0.016634%	47,924	62,780	0.00
41-9099	Sales and related workers, all other	0.011090%	67,716	88,708	0.00
43-1011	First-line supervisors of office and administrative support workers	1.280843%	77,987	102,163	0.11
43-3011	Bill and account collectors	0.016634%	55,468	72,663	0.00
43-3021	Billing and posting clerks	0.144164%	55,014	72,068	0.01
43-3031	Bookkeeping, accounting, and auditing clerks	0.232881%	58,439	76,555	0.02
43-3051	Payroll and timekeeping clerks	0.033269%	63,658	83,392	0.00
43-3061	Procurement clerks	0.044358%	55,055	72,122	0.00
43-4041	Credit authorizers, checkers, and clerks	0.005545%	48,247	63,204	0.00
43-4051	Customer service representatives	1.108955%	51,527	67,500	0.09

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.5 : Occupation Mix and Averages for Warehousing/Storage Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
43-4071	File clerks	0.016634%	\$ 48,154	63,082	0.00
43-4151	Order clerks	0.277239%	48,030	62,919	0.02
43-4161	Human resources assistants, except payroll and timekeeping	0.188522%	56,561	74,095	0.02
43-4171	Receptionists and information clerks	0.044358%	44,275	58,000	0.00
43-4199	Information and record clerks, all other	0.066537%	57,716	75,608	0.01
43-5011	Cargo and freight agents	0.077627%	59,016	77,311	0.01
43-5021	Couriers and messengers	0.016634%	44,420	58,190	0.00
43-5032	Dispatchers, except police, fire, and ambulance	0.149709%	55,447	72,636	0.01
43-5061	Production, planning, and expediting clerks	0.676462%	65,010	85,163	0.06
43-5071	Shipping, receiving, and inventory clerks	3.798170%	46,421	60,812	0.32
43-5111	Weighers, measurers, checkers, and samplers, recordkeeping	0.682007%	46,957	61,514	0.06
43-6011	Executive secretaries and executive administrative assistants	0.055448%	89,025	116,623	0.00
43-6014	Secretaries and administrative assistants, except legal, medical, and ex	0.382589%	55,323	72,473	0.03
43-9021	Data entry keyers	0.088716%	49,763	65,190	0.01
43-9051	Mail clerks and mail machine operators, except postal service	0.011090%	45,802	60,001	0.00
43-9061	Office clerks, general	0.665373%	50,217	65,784	0.06
43-9071	Office machine operators, except computer	0.016634%	48,876	64,028	0.00
43-9199	Office and administrative support workers, all other	0.066537%	55,158	72,257	0.01
45-1011	First-line supervisors of farming, fishing, and forestry workers	0.005545%	61,654	80,767	0.00
45-2041	Graders and sorters, agricultural products	0.011090%	36,886	48,321	0.00
45-2091	Agricultural equipment operators	0.022179%	41,062	53,791	0.00
47-1011	First-line supervisors of construction trades and extraction workers	0.005545%	98,673	129,262	0.00
47-2031	Carpenters	0.011090%	75,280	98,617	0.00
47-2061	Construction laborers	0.005545%	63,316	82,944	0.00
47-2073	Operating engineers and other construction equipment operators	0.005545%	90,783	118,926	0.00
47-2111	Electricians	0.027724%	86,525	113,348	0.00
47-2152	Plumbers, pipefitters, and steamfitters	0.005545%	77,260	101,211	0.00
47-4090	Miscellaneous construction and related workers	0.005545%	77,978	102,151	0.00
49-1011	First-line supervisors of mechanics, installers, and repairers	0.266149%	95,440	125,026	0.02
49-2011	Computer, automated teller, and office machine repairers	0.033269%	55,069	72,140	0.00
49-2092	Electric motor, power tool, and related repairers	0.016634%	66,364	86,937	0.00
49-2094	Electrical and electronics repairers, commercial and industrial equipment	0.199612%	76,254	99,893	0.02
49-2096	Electronic equipment installers and repairers, motor vehicles	0.005545%	52,311	68,527	0.00
49-3023	Automotive service technicians and mechanics	0.005545%	63,939	83,760	0.00
49-3031	Bus and truck mechanics and diesel engine specialists	0.171888%	72,715	95,257	0.01
49-3042	Mobile heavy equipment mechanics, except engines	0.060993%	84,155	110,243	0.01
49-3093	Tire repairers and changers	0.011090%	43,816	57,399	0.00
49-9021	Heating, air conditioning, and refrigeration mechanics and installers	0.044358%	72,923	95,529	0.00
49-9031	Home appliance repairers	0.005545%	52,571	68,868	0.00
49-9041	Industrial machinery mechanics	0.127530%	74,109	97,083	0.01
49-9043	Maintenance workers, machinery	0.116440%	68,550	89,801	0.01
49-9044	Millwrights	0.011090%	71,778	94,029	0.00
49-9071	Maintenance and repair workers, general	1.469365%	59,161	77,501	0.13
49-9091	Coin, vending, and amusement machine servicers and repairers	0.055448%	52,352	68,581	0.00
49-9098	Helpers—installation, maintenance, and repair workers	0.033269%	44,316	58,054	0.00
49-9099	Installation, maintenance, and repair workers, all other	0.105351%	56,693	74,268	0.01
51-1011	First-line supervisors of production and operating workers	0.171888%	82,179	107,654	0.01
51-2028	Electrical, electronic, and electromechanical assemblers, except coil wir	0.016634%	50,824	66,579	0.00
51-2090	Miscellaneous assemblers and fabricators	0.249515%	47,948	62,812	0.02
51-3021	Butchers and meat cutters	0.011090%	44,421	58,192	0.00
51-3092	Food batchmakers	0.044358%	42,703	55,941	0.00
51-3093	Food cooking machine operators and tenders	0.027724%	43,190	56,579	0.00
51-4031	Cutting, punching, and press machine setters, operators, and tenders, n	0.011090%	49,583	64,954	0.00
51-4041	Machinists	0.005545%	62,359	81,690	0.00
51-4121	Welders, cutters, solderers, and brazers	0.016634%	61,210	80,185	0.00

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.



**Appendix Table A.5: Occupation Mix and Averages for Warehousing/Storage Prototype**

SOC Code	Occupation Name	Percent of Total	Average Annual Wage	Household Income	Net New Napa County Households
51-5112	Printing press operators	0.011090%	\$ 48,972	64,153	0.00
51-6011	Laundry and dry-cleaning workers	0.005545%	39,093	51,212	0.00
51-6031	Sewing machine operators	0.066537%	38,721	50,725	0.01
51-6062	Textile cutting machine setters, operators, and tenders	0.005545%	40,903	53,583	0.00
51-6093	Upholsterers	0.005545%	50,576	66,255	0.00
51-7021	Furniture finishers	0.038813%	51,372	67,297	0.00
51-7041	Sawing machine setters, operators, and tenders, wood	0.005545%	45,517	59,627	0.00
51-8093	Petroleum pump system operators, refinery operators, and gaugers	0.005545%	104,679	137,129	0.00
51-9012	Separating, filtering, clarifying, precipitating, and still machine setters, operators, and tenders	0.005545%	64,459	84,441	0.00
51-9023	Mixing and blending machine setters, operators, and tenders	0.011090%	54,000	70,740	0.00
51-9032	Cutting and slicing machine setters, operators, and tenders	0.005545%	46,831	61,349	0.00
51-9041	Extruding, forming, pressing, and compacting machine setters, operators, and tenders	0.005545%	48,879	64,031	0.00
51-9061	Inspectors, testers, sorters, samplers, and weighers	0.676462%	56,628	74,183	0.06
51-9111	Packaging and filling machine operators and tenders	0.205157%	44,400	58,164	0.02
51-9124	Coating, painting, and spraying machine setters, operators, and tenders	0.005545%	57,641	75,510	0.00
51-9192	Cleaning, washing, and metal pickling equipment operators and tenders	0.011090%	43,666	57,202	0.00
51-9193	Cooling and freezing equipment operators and tenders	0.033269%	46,738	61,227	0.00
51-9196	Paper goods machine setters, operators, and tenders	0.005545%	51,352	67,271	0.00
51-9198	Helpers—production workers	0.033269%	44,234	57,947	0.00
51-9199	Production workers, all other	0.049903%	46,521	60,943	0.00
53-1047	First-line supervisors of transportation and material moving workers, except driver/sales workers	2.999723%	69,553	91,114	0.26
53-3031	Driver/sales workers	0.377045%	48,650	63,732	0.03
53-3032	Heavy and tractor-trailer truck drivers	4.391461%	60,964	79,863	0.37
53-3033	Light truck drivers	0.803992%	50,711	66,431	0.07
53-3053	Shuttle drivers and chauffeurs	0.005545%	44,977	58,920	0.00
53-3099	Motor vehicle operators, all other	0.005545%	52,521	68,803	0.00
53-6031	Automotive and watercraft service attendants	0.011090%	42,257	55,357	0.00
53-6051	Transportation inspectors	0.005545%	89,515	117,265	0.00
53-6099	Transportation workers, all other	0.005545%	52,740	69,089	0.00
53-7011	Conveyor operators and tenders	0.049903%	44,548	58,358	0.00
53-7021	Crane and tower operators	0.011090%	69,940	91,621	0.00
53-7041	Hoist and winch operators	0.005545%	54,226	71,036	0.00
53-7051	Industrial truck and tractor operators	15.004159%	50,794	66,540	1.28
53-7061	Cleaners of vehicles and equipment	0.049903%	40,238	52,712	0.00
53-7062	Laborers and freight, stock, and material movers, hand	23.371223%	45,354	59,414	1.99
53-7063	Machine feeders and offbearers	0.316052%	45,270	59,304	0.03
53-7064	Packers and packagers, hand	4.330469%	41,347	54,165	0.37
53-7065	Stockers and order fillers	23.687275%	44,653	58,495	2.02
53-7072	Pump operators, except wellhead pumpers	0.027724%	55,785	73,078	0.00
53-7081	Refuse and recyclable material collectors	0.005545%	63,736	83,494	0.00
53-7121	Tank car, truck, and ship loaders	0.038813%	62,815	82,288	0.00
53-7199	Material moving workers, all other	0.077627%	42,644	55,864	0.01

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.6: Residential Affordable Housing Fee Comparison**

Land Use Category	Current Napa County	Maximum Justified Napa County	Berkeley	Fremont (Low) <sup>1</sup>	Fremont (High) <sup>1</sup>	Larkspur <sup>2</sup>	Palo Alto (Low) <sup>3</sup>	Palo Alto (High) <sup>3</sup>	Redwood City (Low) <sup>4</sup>	Redwood City (High) <sup>4</sup>	San Francisco (Low) <sup>5</sup>	San Francisco (High) <sup>5</sup>	Sonoma (City of) <sup>6</sup>	Walnut Creek
<b>Fee Per Square Foot</b>														
<i>For Sale</i>														
0 to 1,199 square feet	\$ -	\$ 86.00	\$ 56.25	\$ 26.54	\$ 43.25	20%	\$ 66.00	\$ 100.00	\$ 20.00	\$ 25.00	\$ -	\$ 76.59	\$ -	\$ 26.04
1,200 to 2,000 square feet	9.00	86.00	56.25	26.54	43.25	20%	66.00	100.00	20.00	25.00	-	76.59	-	26.04
2,001 to 3,000 square feet	10.75	86.00	56.25	26.54	43.25	20%	66.00	100.00	20.00	25.00	-	76.59	-	26.04
3,001 or above square feet	12.25	86.00	56.25	26.54	43.25	20%	66.00	100.00	20.00	25.00	-	76.59	-	26.04
<i>Rental</i>														
0 to 699 square feet	5.50	152.00	56.25	8.60	26.54	20%	26.00	26.00	20.00	20.00	-	76.59	-	26.04
700 or above square feet	5.50	152.00	56.25	17.20	26.54	20%	26.00	26.00	20.00	20.00	-	76.59	-	26.04

<sup>1</sup> Fremont has lower fees for stacked flats for sale and higher fees for rental units with underlying subdivision map.

<sup>2</sup> Larkspur: a complete in-lieu fee is not available. 20% of units must be affordable for projects of 2 or more units. Fractional in-lieu fees are charged at \$362,817 per unit for affordable units that cannot be provided onsite.

<sup>3</sup> Palo Alto charges the lower fee for attached single family homes and condominiums, and the higher fee for single family detached homes.

<sup>4</sup> Redwood City charges the lower fee for condominiums and apartments, and the higher fee for single family homes and townhome/duplex/triplex developments.

<sup>5</sup> San Francisco fee varies with location, gross square footage of project, building height and floor area ratio.

<sup>6</sup> Residential developments containing five or more parcels or units must provide that at least 25 percent of the total parcels or units are affordable to households in the low and moderate income categories.

**Appendix Table A.7: Commercial Linkage Fee Comparison**

Land Use Category	Current Napa County	Maximum Justified Napa County	Berkeley	Fremont	Larkspur <sup>1</sup>	Palo Alto	Redwood City	San Francisco (Low) <sup>2</sup>	San Francisco (High) <sup>2</sup>	Sonoma (City of)	Walnut Creek
<b>Fee Per Square Foot</b>											
<i>Commercial</i>											
0 to 2,500 square feet	\$ 7.50	\$ 584.00	\$ -	\$ 11.33	\$ 8.94	\$27.00	\$ 5.91	\$ -	\$ 57.42	\$ 4.00	\$ 5.00
2,501 to 7,499 square feet	7.50	584.00	-	11.33	11.17	27.00	5.91	-	57.42	4.00	5.00
7,500 or above	7.50	584.00	6.28	11.33	11.17	27.00	5.91	-	57.42	4.00	5.00
<i>Retail</i>											
0 to 2,500 square feet	7.50	584.00	-	11.33	8.94	27.00	5.91	-	57.42	4.00	5.00
2,501 to 7,499 square feet	7.50	584.00	-	11.33	11.17	27.00	5.91	-	57.42	4.00	5.00
7,500 or above	7.50	584.00	6.28	11.33	11.17	27.00	5.91	-	57.42	4.00	5.00
<i>Office</i>											
0 to 7,499 square feet	5.25	367.00	-	11.33	11.17	80.00	23.62	-	57.42	4.00	5.00
7,500 or above	5.25	367.00	6.28	11.33	11.17	80.00	23.62	-	57.42	4.00	5.00
<i>Industrial</i>											
0 to 7,499 square feet	4.50	154.00	-	5.67	-	27.00	-	-	57.42	-	5.00
7,500 or above	4.50	154.00	3.14	5.67	-	27.00	-	-	57.42	-	5.00
<i>Hotel/Motel</i>											
	9.00	405.00	-	11.33	5.59	27.00	5.91	-	57.42	15.00	5.00

<sup>1</sup> Larkspur industrial fee based on amount and type of jobs associated with the project.

<sup>2</sup> San Francisco fee only applies in the Van Ness and Market Special Use District. Nonresidential housing fees are not charged in most areas of the City/County.

# NAPA COUNTY

## AFFORDABLE HOUSING AND COMMERCIAL LINKAGE FEE FINANCIAL FEASIBILITY ANALYSIS

FINAL

SEPTEMBER 11, 2025



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# Executive Summary

Willdan Financial Services has calculated the maximum justified affordable housing and commercial linkage fees that can be charged under the Mitigation Fee Act for Napa County. The purpose of this analysis is to provide County policymakers with some context for setting these fee levels. As a policy decision the Board of Supervisors can implement any fee level up to, but not exceeding, the maximum justified fee levels supported by Willdan’s nexus analysis.

## Maximum Justified Fees

**Table E.1** summarizes the maximum justified affordable housing and commercial linkage fees justified by the April 23, 2025, Draft Affordable Housing and Commercial Linkage Fee Study (“Study”). The analysis documented in this memorandum will examine if the maximum justified fee levels are economically feasible.

**Table E.1: Maximum Justified Affordable Housing and Commercial Linkage Fee Schedule**

	Fee per Square Foot
<i>Residential</i>	
New Rental Unit	\$ 152
New For Sale Unit	86
<i>Nonresidential</i>	
Commercial Retail/ Restaurant	\$ 584
Office	367
Industrial/ Manufacturing	154
Hotel	405
Warehousing/ Storage	50

Source: Napa County Affordable Housing and Commercial Linkage Impact Fee Study, 2025.

## Project Prototypes

County staff provided Willdan with building permit data from 2024 and 2025. Willdan reviewed the data and used the data to inform the development prototype characteristics. Since there were no completed hotels within the building permit data, the hotel prototype is based partially on a recent project within the City of St. Helena, with modifications to reflect generalized hotel characteristics. This prototype was chosen because it is within the County, it was feasible when it was recently approved, and would be representative of potential hotels that could be built in unincorporated areas of the County. Similarly, the multifamily prototype is partially based on an apartment project in the City of American Canyon, built in 2019. County staff confirmed that while there are two multifamily parcels available for development in the unincorporated County, the American Canyon

example was a reasonable project to use for the purpose of evaluating feasibility. The project prototypes used in this analysis are listed here:

- Residential: 4,050 square foot single family detached dwelling unit on a large lot
- Multifamily: 165,000 square foot apartment building
- Office: 6,846 square foot single story building
- Retail: 1,215 square foot single story building
- Industrial/Manufacturing: 4,225 square foot single story building
- Hotel: 65-room hotel
- Industrial/Warehousing: 51,837 square foot single story building

For each prototype, total site area, building area, number of parking spaces and other key development program components are identified. The analysis is driven by cost estimates for the major cost items — land, construction costs, tenant improvements, and indirect costs inclusive of all permits and fees. The cost estimates were developed from Willdan's experience with real estate projects throughout the Bay Area.

## Methodology Overview

This financial feasibility analysis uses a pro forma approach to calculate the projected return that the development prototypes are likely to generate. Each prototype's pro forma estimates the residual land value, a method of estimating the value of land for a project that calculates the total revenue generated by a project (either in the form of sales price or the present value of projected lease income) and subtracts the costs of developer and operations (as applicable) to arrive at a net amount that is attributable to the land under the project.

The analysis assumes that if the residual land value is less than the cost to acquire the land at the market rate, the project is not feasible. A low residual land value means a project is challenging to develop and may not be feasible. Willdan reviewed land sales transactions in Napa County in the past five years and estimates that a residual land value below \$9 per square foot (psf) for residential or \$11 per square foot for commercial projects indicates a low feasibility and low probability of completion for the prototype development in question. This number can vary by land entitlement, with generally higher valuations for single family land and downtown parcels, and lower values for industrial and other less intensive uses.

As shown in **Table E.2** below, considering the benchmarks described above, the analysis finds that single family residential, industrial, hotel, and retail development appear feasible in current market conditions, and multifamily and specialized industrial/warehousing development are near the threshold of feasibility although warehousing may in fact be feasible given that it typically has lower land valuations to meet. Office uses appear infeasible under current market conditions.

It is important to note that this feasibility analysis reflects current market conditions, and especially the historic increases in construction costs during and after the COVID epidemic. Willdan expects that market factors will return to a more historic balance in the future and that the office and warehouse development types will become feasible. It is also important to note that this analysis reflects a very generalized example, and that individual projects have their own economics and may in fact be feasible even in current market conditions.

Table E.2 also shows the net project value per building square foot. This metric roughly indicates if there is economic capacity to impose additional fees on a development prototype. It appears that the affordable housing fee would make little difference to feasibility for single family, retail, industrial and hotel development but could pose a significant burden to the feasibility of multifamily and warehousing. Office would be rendered even more infeasible, although the



relative burden on warehousing is small enough that it might make little material difference. The County's current affordable housing and commercial linkage fees per square foot are also shown.

## Alternative Feasibility Analysis

The residual land value analysis assumes that all development prototypes are rental or leased property, except for the single-family prototype, which is built for immediate sale. In practice, the unique characteristics of development in unincorporated Napa County are such that certain development product types are built by owner-operators for their own use, and the feasibility of those products is not based on immediate sale or ongoing lease of the property. Accordingly, an alternative analysis is also presented in Chapter 4, which assumes owner-operator development of the same project prototypes used in the residual land value analysis. This alternative analysis evaluates feasibility of the fees based on the assumption that fees within one- to three- percent of the construction cost of a project are economically feasible.

**Table E.2: Feasibility Model Results**

	Single Family Residential	Multifamily Residential	Office	Commercial Retail	Industrial/ Manufacturing	Hotel	Warehousing/ Storage
<b>Results</b>							
Residual Land Values (per acre)	\$ 2,398,835	\$ 477,233	\$(1,674,647)	\$ 1,064,818	\$ 611,911	\$ 1,358,761	\$ 138,749
Land Cost per Acre	<u>479,160</u>	<u>479,160</u>	<u>392,040</u>	<u>392,040</u>	<u>392,040</u>	<u>392,040</u>	<u>392,040</u>
Net Project Value per acre	\$ 1,919,675	\$ (1,927)	\$(2,066,687)	\$ 672,778	\$ 219,871	\$ 966,721	\$ (253,291)
Prototype Square Feet per Acre	4,050	19,142	10,867	11,045	15,089	6,000	15,246
Net Project Value per Building Square Foot	\$ 474	\$ (0)	\$ (190)	\$ 61	\$ 15	\$ 161	\$ (17)
Maximum Fee per Square Foot	\$ 86	\$ 152	\$ 367	\$ 584	\$ 154	\$ 405	\$ 50
Net Fee Capacity	\$ 388	\$ -	\$ -	\$ 61	\$ 15	\$ 161	\$ -
Current Fee per Square Foot	\$ 12.25	\$ -	\$ 5.25	\$ 7.50	\$ 4.50	\$ 9.00	\$ 3.60

Sources: CoStar; Willdan Financial Services.

The residual land values are affected by each of the inputs and assumptions contained in the pro formas and are particularly sensitive to capitalization rates, construction costs, and lease rates. The analysis identified reasonable ranges for these factors, given current market conditions, and tested the sensitivity to the factors to financial feasibility for each of the prototypes.

Willdan believes it is important to consider that the impact fees are a cost recovery mechanism, not an assessment or tax. The impact fees are a calculation of the costs incurred by the County to provide affordable housing in connection with development. At the full calculated fee, the County “breaks even” on the revenue received and the costs of new facilities needed to serve development. Any reduction of the fees results in the need to identify outside revenues to make up the difference or a reduction in the provision of affordable housing. This analysis examines the proposed fees in comparison to estimated project feasibility, but that does not mean that the fees are responsible for the feasibility of projects, or that they should be set at a level that assists project feasibility. This is a policy judgement to be made by elected officials, with the input of members of the community and other stakeholders.

# 1. Introduction

---

## Purpose

The primary purpose of this report is to analyze the effect on financial feasibility of the draft affordable housing and commercial linkage fees on seven residential and nonresidential development project prototypes. These prototypes are summarized in **Table 1**, below.

The Study calculates the maximum justified fee that will be considered by the County Board of Supervisors. The nexus study documents the necessary data and calculations to establish nexus and proportionality.

## Assumptions

The financial feasibility analysis assumes all development prototypes are rentals or leases, except for single-family residential. The analysis includes other assumptions about the development prototypes which are documented in **Table 2** and individual pro formas in the Appendix.

**Table 1: Development Prototypes**

	<b>Single Family Residential</b>	<b>Multifamily Residential</b>	<b>Office</b>	<b>Commercial Retail</b>	<b>Industrial/ Manufacturing</b>	<b>Hotel</b>	<b>Warehousing/ Storage</b>
Density (FAR)			0.25	0.25	0.35	0.14	0.35
Density (Units/Acre)	0.03	18.45					
Parking Type	Covered	Surface	Surface	Surface	Surface	Surface	Surface
Form Factor	Single	3 Stories	1 Story	1 Story	1 Story	Multi	1 Story
Residential Units/ Hotel Rooms	1	159				65	
Residential Square Feet	4,050	165,000					
Commercial Square Feet			6,846	1,215	4,225	54,000	51,837
Parcel Size (Acres)	30.00	8.62	0.63	0.11	0.28	9.00	3.40

Source: Willdan Financial Services.

## 2. Feasibility Analysis

---

The feasibility analysis of Napa County's proposed affordable housing and commercial linkage fees uses a pro forma approach to calculate the projected financial return that seven development prototypes are likely to generate for developers. The analysis assumes a standard set of assumptions and then estimate potential revenues, costs and a net financial return for the real estate developer.

### Feasibility Analysis Methods

In classical real estate economics, development value is created when existing land or buildings can be improved by the investment of financial capital. Two main types of financial calculations are used by developers and policy makers to understand the financial feasibility of a particular development concept or project. The first and simplest type of financial feasibility analysis can be expressed by this basic equation:

$$\text{Development Value} - (\text{Development Costs} + \text{Land}) = \text{Profit}$$

In this case profit can be expressed as total dollars or more typically as a percent return on money invested or costs. Assuming a positive return, this percentage return is then compared to typical returns in the marketplace to assess the viability of a particular development versus other potential investment and development opportunities.

The second type of financial feasibility analysis is called a "land residual method" and can be expressed by the following simple equation:

$$\text{Development Value} - (\text{Development Costs} + \text{Profit}) = \text{Land Residual}$$

This type of analysis is often preferred by urban economists as a means of clarifying the value generated by a proposed project under different planning and development scenarios and with validated cost and revenue assumptions. Assuming that the land residual is positive, the land value created by a development is compared to recent land sales for comparable parcels of land to further evaluate the relative feasibility of the development concept compared to other opportunities in the marketplace. Effectively, the land residual is the amount the developer can afford to pay for the land. If this amount is above prevailing land costs, the project is generally feasible.

This analysis uses the land residual value method for determining financial feasibility.

### Land Residual Analysis

As a policy tool for helping to understand the potential for value capture related to new zoning and/or planning permissions in each area, a land residual methodology is often a preferable approach for illustrating the potential increase in underlying land values associated with different policy interventions. This report uses a land residual analysis to estimate the value of land for each of the seven development prototypes that relies on the net operating income and value of improvements.

## Structure and Inputs

**Table 2** details the key assumptions used as inputs into the pro forma model. Values for current market conditions were sourced from CoStar and Willdan's experience with development projects in the Bay Area.

- **Construction Costs:** Figures are based on Willdan's experience in the Bay Area, and reflect modest finishes. Luxury products could cost substantially more per square foot.
- **Land Costs:** Costs are generalized between residential and nonresidential development and are informed by an analysis of land sales comparisons provided by CoStar. Land costs can be highly variable throughout any jurisdiction.
- **Soft Costs:** Soft costs including permitting, County fees, design, engineering costs and developer profit.
- **Vacancy Rates:** Vacancy rates are used to calculate the projected revenue for each prototype. The rates were updated using the latest rates by product type reported by CoStar for the Napa County submarket. Not applicable to single family residential prototype.
- **Operating Expenses:** Operating expenses capture ongoing costs not included in the one-time construction costs. Assumptions based on Willdan's experience with development projects in the Bay Area. Operating expenses are expressed as a percentage of ongoing revenue.
- **Financing Cost:** The cost of financing is assumed at five percent for all product types. The financing cost is calculated as a percentage of hard construction costs, including site acquisition.
- **Revenue Assumptions:** Ongoing revenue assumptions for all product types, except for single family residential were sourced from CoStar's submarket reports for the Napa County submarket. These assumptions include lease rates, capitalization rates, hotel ADR, occupancy and revenue per available room (revpar). The residential market value assumption is informed by recent sales reported by Zillow.com.

**Table 2: Feasibility Model Assumptions**

	Single Family Residential	Multifamily Residential	Office	Commercial Retail	Industrial/ Manufacturing	Hotel	Warehousing/ Storage
<u>Development/Construction Costs (Costs per Square Foot)</u>							
Residential Construction Costs	\$ 240	\$ 310	-	-	-	-	-
Commercial Construction Costs	-	-	\$ 250	\$ 250	\$ 125	\$ 250	\$ 125
Commercial Tenant Improvements (PSF) Landlord Allowance	-	-	50	75	30	-	30
Commercial Parking Standard (per 1,000 sf or Hotel Room)	-	-	2.0	2.0	1.3	1.0	0.5
<u>Land Costs</u>							
Cost per Square Foot	\$ 11	\$ 11	\$ 9	\$ 9	\$ 9	\$ 9	9
<u>Soft Costs</u>							
Soft Costs (% of hard costs)	25%	25%	25%	25%	25%	25%	25%
Developer Profit	12%	12%	12%	12%	12%	12%	12%
<u>Vacancy Rate</u>							
Residential Vacancy	NA	3.8%	-	-	-	-	-
Commercial Vacancy	-	-	10.0%	2.0%	5.8%	N/A	4.3%
<u>Operating Expenses (% of revenue)</u>							
Residential Operating Expenses	NA	25%	-	-	-	-	-
Commercial Operating Expenses	-	-	20%	20%	15%	25%	15%
<u>Financing</u>							
% of Construction Cost	5%	5%	5%	5%	5%	5%	5%
<u>Revenue</u>							
Residential Lease Rate (psf)	-	\$ 2.96	-	-	-	-	-
Commercial Lease Rate (psf per year)	\$ -	\$ -	\$ 38.74	\$ 41.50	\$ 24.60	NA	\$ 20.87
Commercial Lease Rate (psf)	-	-	\$ 3.23	\$ 3.46	\$ 2.05	NA	\$ 1.74
For Sale Market Rate Residential Price Per Unit	\$ 4,130,000	-	-	-	-	-	-
Commercial Cap Rate	-	0.0%	8.5%	5.2%	6.6%	8.0%	6.6%
Residential Cap Rate	-	5.5%	0.0%	0.0%	0.0%	0.0%	0.0%
Hotel ADR	-	-	-	-	-	\$ 520.94	-
Hotel occupancy	-	-	-	-	-	74.2%	-
Hotel reparable	-	-	-	-	-	\$ 386.54	-

Sources: CoStar; Willdan Financial Services.



# 3. Impact on Land Value

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The residual land values are affected by each of the inputs and assumptions contained in the pro formas, and are particularly sensitive to capitalization rates, parking requirements, construction costs, and lease rates. However, in all cases the impact fees charged by the County do not have a major effect on feasibility, and in no case do they transform a prototype project from feasible to infeasible.

## Factors Affecting Feasibility

If the residual land value is negative, the project is not feasible. Alternatively, low land values indicate a low feasibility for a project. Willdan estimates that generally land values below \$11 per square foot for residential and \$9 per square foot for commercial uses indicate a low feasibility and low probability of completion for the prototype developments.

A developer's selection of real estate product type and location depends on various factors. The past, current, and projected future demand for a certain prototype in the area are weighed against the existing and projected future supply of these development types in the local and surrounding areas.

Potential factors affecting financial feasibility include the following:

- Capitalization rate – lower capitalization rates increase financial feasibility. Based on current and anticipated market conditions and assessment of relative market risk associated with Napa County, this analysis assumes capitalization rates ranging between 5.2 percent for multifamily development and 8.5 percent for office development in the Napa County submarket, as reported by CoStar.
- Construction costs – lower construction costs increase financial feasibility. Based on current market conditions, this analysis assumes base construction costs of \$250 per square foot for retail, office and hotel development, \$240 per square foot for residential development, \$310 per square foot for multifamily development, and \$125 per square foot for industrial developments.
- Operating expenses – operating costs include utilities, common area maintenance, security, and property taxes. The financial feasibility analysis uses 25% of revenue for multifamily residential and 15 to 20% for commercial prototypes.
- Lease rates – higher lease rates are dependent on building features and market conditions but increase financial feasibility. Based on current and expected market conditions, and this analysis assumes a monthly lease rate \$2.96 per square foot for multifamily development, \$3.23 per square foot for office development, \$3.46 per square foot for retail development, and \$2.05 per square foot for industrial development and \$1.74 for specialized warehousing in the Napa County submarket, as reported by CoStar.
- Tenant improvement costs – passing improvement costs to tenants or amortizing costs increase financial feasibility. This analysis assumes a commercial tenant improvement landlord allowance of \$50 psf for office, \$75 psf for retail development, and \$30 psf for industrial and warehouse development.
- Profit margin – lower profit margins return less to developers but increase apparent financial feasibility of a project. This analysis assumes a developer profit of 12 percent (of costs) on each development project.
- Density – the floor area ratio (FAR) of a development project affords financial feasibility because it allows for a higher number of square feet of development on a given parcel. There is a tradeoff, however, in that a higher FAR can result in a change in construction type which can lead to higher costs per square foot. The analysis assumes varying FARs to explore this dynamic.

Refer to Table 2 above for a master list of pro forma inputs and assumptions.

## Feasibility Results

The residual land values are affected by each of the inputs and assumptions contained in the pro forma and are particularly sensitive to capitalization rates, parking requirements, construction costs, and lease rates. The analysis identified reasonable ranges for these factors, given current and likely market conditions, and tested the sensitivity of the factors of financial feasibility for each of the seven development prototypes.

As shown in **Table 3**, below, initial results indicate that some of the development types are feasible under current market conditions, and that single family development, retail development, industrial development and hotel development appear able to bear the burden of an affordable housing impact fee or commercial linkage fee, respectively, to varying degrees.

**Table 3: Feasibility Model Results**

	Single Family Residential	Multifamily Residential	Office	Commercial Retail	Industrial/ Manufacturing	Hotel	Warehousing/ Storage
<u>Results</u>							
Residual Land Values (per acre)	\$ 2,398,835	\$ 477,233	\$(1,674,647)	\$ 1,064,818	\$ 611,911	\$ 1,358,761	\$ 138,749
Land Cost per Acre	<u>479,160</u>	<u>479,160</u>	<u>392,040</u>	<u>392,040</u>	<u>392,040</u>	<u>392,040</u>	<u>392,040</u>
Net Project Value per acre	\$ 1,919,675	\$ (1,927)	\$(2,066,687)	\$ 672,778	\$ 219,871	\$ 966,721	\$ (253,291)
Prototype Square Feet per Acre	4,050	19,142	10,867	11,045	15,089	6,000	15,246
Net Project Value per Building Square Foot	\$ 474	\$ (0)	\$ (190)	\$ 61	\$ 15	\$ 161	\$ (17)
Maximum Fee per Square Foot	\$ 86	\$ 152	\$ 367	\$ 584	\$ 154	\$ 405	\$ 50
Net Fee Capacity	\$ 388	\$ -	\$ -	\$ 61	\$ 15	\$ 161	\$ -
Current Fee per Square Foot	\$ 12.25	\$ -	\$ 5.25	\$ 7.50	\$ 4.50	\$ 9.00	\$ 3.60

Sources: CoStar; Willdan Financial Services.

# 4. Alternative Feasibility Approach

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While the residual land value feasibility approach is effective for assessing economic feasibility for development projects that are built to be leased or sold immediately, it cannot necessarily evaluate the feasibility of projects that are built by owner-operators. These projects do not necessarily rely on the profitability of the project itself, but rather are part of a larger operation that benefits and therefore works through different economic factors. For example, an owner-operated winery may construct a warehouse to facilitate wine production. The feasibility of that warehouse is not tied to ongoing rents generated by the warehouse (since there are none), but rather to the economic benefits to the operation of packaging and shipping the product, which may be facilitated or improved by the warehouse. An alternative method to evaluate feasibility in these cases is to examine the level of fees relative to the total development cost of the project.

## Economic Feasibility Threshold

Affordable housing and commercial linkage fees were last evaluated in 2014. At that time, the nexus analysis examined the fees as a percentage of total development cost to inform the fee levels that were ultimately implemented by the Board of Supervisors. That study used a range of between 1- and 3-percent of total development costs to identify economically feasible fees, which Willdan agrees is a reasonable range. This alternative feasibility analysis uses the same thresholds for informing potential fee levels through the following steps:

1. Identify project prototypes representing land uses corresponding with fee schedule
2. Estimate total development costs for each prototype
3. Identify range of fees as percentage of total development costs per land use

## Results

**Table 4** summarizes the results of the feasibility analysis, using the same projects and assumptions detailed earlier in this report. Supportable fees are identified as a percentage of the total development cost of each project prototype. The County's current fee schedule, and the maximum justified fees are also shown in the table.

**Table 4: Alternative Feasibility Summary**

	Single Family Residential	Multifamily Residential	Office	Commercial Retail	Industrial/ Manufacturing	Hotel	Warehousing/ Storage
Prototype Building Cost <sup>1</sup>	\$ 1,442,065	\$ 74,705,700	\$ 3,112,505	\$ 583,821	\$ 1,013,228	\$ 20,326,788	\$ 11,962,363
Market Rate Land Cost <sup>2</sup>	3,920,400	4,130,359	246,985	43,124	109,771	3,528,360	1,332,936
Total Development Cost	\$ 5,362,465	\$ 78,836,059	\$ 3,359,490	\$ 626,946	\$ 1,122,999	\$ 23,855,148	\$ 13,295,299
Gross Building Area	4,050	165,000	6,846	1,215	4,225	54,000	51,837
Total Development Costs per SF GBA	\$ 1,324	\$ 478	\$ 491	\$ 516	\$ 266	\$ 442	\$ 256
<i>Fee Feasibility Ranges</i>							
1% of Total Development Cost	\$ 13.24	\$ 4.78	\$ 4.91	\$ 5.16	\$ 2.66	\$ 4.42	\$ 2.56
3% of Total Development Cost	\$ 39.72	\$ 14.33	\$ 14.72	\$ 15.48	\$ 7.97	\$ 13.25	\$ 7.69
<i>Current Fee per Square Foot</i>	\$ 12.25	\$ -	\$ 5.25	\$ 7.50	\$ 4.50	\$ 9.00	\$ 3.60
<i>Maximum Justified Fee per Square Foot</i>	\$ 86	\$ 152	\$ 367	\$ 584	\$ 154	\$ 405	\$ 50

<sup>1</sup> Calculated based on the sum of construction costs, soft costs and developer return on investment from Tables A.1 through A.7.

<sup>2</sup> Calculated based on parcel size in Table 1 and land cost per square foot assumption from Table 2. Single family prototype assumes \$3 per square foot of land, consistent with agricultural land acquisition sales comparisons.

Sources: Tables E.1, 1, and A.1 through A.7.

# Appendix

The appendix provides detailed and supporting tables for the summary analysis described above.

**Table A.1: Single Family Prototype**

<b>Development Program Assumptions</b>	<b>Assumption/Factor</b>			<b>Total</b>
Development Site (Square Feet)	30 Acres			1,306,800
Dwelling Units	0.03 DU/Acre			1
Gross Building Area (Square Feet)	4,050 GBA/DU			4,050
Net Habitable Square Feet	100%			4,050
<b>Building Income and Value</b>	<b>Assumption/Factor</b>	<b>per GBA</b>		<b>Total</b>
Project Market Value	\$ 4,130,000 per DU	\$ 1,020	\$	4,130,000
Project Sale Cost	7% Value	71		289,100
<b>Net Project Value</b>		\$ 948	\$	3,840,900
<b>Project Development Costs</b>	<b>Assumption/Factor</b>	<b>per GBA</b>		<b>Total</b>
<u>Construction Cost</u>				
Building Direct Cost (Includes Site Development)	\$ 240 Cost/SF (GBA)	\$ 240	\$	972,000
Total Construction Cost		\$ 240	\$	972,000
<u>Soft Costs</u>				
Financing	5% of Construction Costs (incl. site)	\$ 18	\$	72,558
Other Soft Costs (Including County Fees)	25% of Construction Costs (excl. site)	60		243,000
Total Soft Costs		\$ 78	\$	315,558
<u>Other Project Costs</u>				
Developer Return on Investment	12% of Construction & Soft Costs			\$ 154,507
Residual Land Value	Model Output/Supportable Land Cost			2,398,835
Total Other Costs				\$ 2,553,342
<b>Results</b>				
Total Project Cost (Including Land)			\$	3,840,900
Residual Land Value (Total)			\$	2,398,835
Residual Land Value (per Acre) <sup>1</sup>			\$	2,398,835
Market Land Cost per Acre			\$	479,160

<sup>1</sup> Project market value primarily driven by home characteristics, as opposed to parcel size. Assumes effective parcel size is one acre.

Sources: Table 2, Willdan Financial Services.

**Table A.2: Multifamily Prototype**

<b>Development Program Assumptions</b>	<b>Assumption/Factor</b>		<b>Total</b>
Development Site (Square Feet)	8.62 Acres		375,487
Dwelling Units	18.45 DU/Acre		159
Gross Building Area (Square Feet)	1,038 GBA/DU		165,000
Net Rentable Square Feet	100%		165,000
<b>Building Income and Value</b>	<b>Assumption/Factor</b>	<b>per GBA</b>	<b>Total</b>
Gross Potential Rent	\$2.96 per SF/Month	\$ 36	\$ 5,860,800
Gross Potential Parking Income	85 per Unit/Month	1	162,180
Losses to Vacancy	4% of Gross Income	(1)	(222,710)
Gross Residential Revenue		\$ 35	\$ 5,800,270
Basic Operating Expenses	25% of Gross Potential Rent	(9)	\$ (1,465,200)
Total Operating Expenses		\$	(1,465,200)
Net Operating Income (NOI)		26	\$ 4,335,070
Project Market Value	5.50% Cap Rate	\$ 478	\$ 78,819,447
Project Leasing Cost (included in operating costs)		-	-
<b>Net Project Value</b>		\$ 478	\$ 78,819,447
<b>Project Development Costs</b>	<b>Assumption/Factor</b>	<b>per GBA</b>	<b>Total</b>
<u>Construction Cost</u>			
Building Direct Cost (Includes Site Development)	\$ 310 Cost/SF (GBA)	\$ 310	\$ 51,150,000
Total Construction Cost		\$ 310	\$ 51,150,000
<u>Soft Costs</u>			
Financing	5% of Construction Costs (incl. site)	\$ 17	\$ 2,764,018
Other Soft Costs (Including County Fees)	25% of Construction Costs (excl. site)	78	12,787,500
Total Soft Costs		\$ 94	\$ 15,551,518
<u>Other Project Costs</u>			
Developer Return on Investment	12% of Construction & Soft Costs	\$	8,004,182
Residual Land Value	Model Output/Supportable Land Cost		4,113,747
Total Other Costs		\$	12,117,929
<b>Results</b>			
Total Project Cost (Including Land)		\$	78,819,447
Residual Land Value (Total)		\$	4,113,747
Residual Land Value (per Acre)		\$	477,233
Market Land Cost per Acre		\$	479,160

Sources: Table 2, Willdan Financial Services.

**Table A.3: Office Prototype**

<b>Development Program Assumptions</b>	<b>Assumption/Factor</b>			<b>Total</b>
Development Site (Square Feet)	0.63 Acres			27,443
FAR	0.25			
Gross Building Area (Square Feet)	10,890 GBA/Acre			6,861
Net Leaseable Square Feet	100%			6,861
Total Parking Spaces	2.00 /1,000 leaseable sf			14
<b>Building Income and Value</b>	<b>Assumption/Factor</b>	<b>per GBA</b>	<b>Total</b>	
NNN Potential Rent	\$3.23 per SF/Month	\$ 39	\$	265,784
Losses to Vacancy	10% of Gross Income	(4)		(26,578)
<i>NNN Commercial Revenue</i>			\$	239,205
Basic Operating Expenses	20% of Gross Potential Rent	\$ (8)	\$	(53,157)
<i>Total Operating Expenses</i>			\$	(53,157)
Net Operating Income (NOI)		\$ 27	\$	186,048
Project Market Value	8.50% Cap Rate	\$ 319	\$	2,188,805
Project Leasing Cost	6.0% Value	19		131,328
Net Project Value		\$ 300	\$	2,057,477
<b>Project Development Costs</b>	<b>Assumption/Factor</b>	<b>per GBA</b>	<b>Total</b>	
<i>Construction Cost</i>				
Building Direct Cost (Includes Site Development)	\$ 250 Cost/SF (net leaseable)	\$ 250	\$	1,715,175
Tenant Improvements	50 cost/sf (leaseable sf)	50		343,035
Surface Parking Direct Cost	5,000 per Space	10		70,000
Total Construction Cost		\$ 310	\$	2,128,210
<i>Soft Costs</i>				
Financing	5% of Construction Costs (incl. site)	\$ 17	\$	118,760
Other Soft Costs (Including County Fees)	25% of Construction Costs (excl. site)	78		532,053
Total Soft Costs		\$ 95	\$	650,812
<i>Other Project Costs</i>				
Developer Return on Investment	12% of Construction & Soft Costs		\$	333,483
Residual Land Value	Model Output/Supportable Land Cost			(1,055,028)
Total Other Costs			\$	(721,545)
<b>Results</b>				
Total Project Cost (Including Land)			\$	2,057,477
Residual Land Value (Total)			\$	(1,055,028)
Residual Land Value (per Acre)			\$	(1,674,647)
Market Land Cost per Acre			\$	392,040

Sources: Table 2, Willdan Financial Services.



**Table A.4: Retail Prototype**

<b>Development Program Assumptions</b>	<b>Assumption/Factor</b>			<b>Total</b>
Development Site (Square Feet)	0.11 Acres			4,792
FAR	0.25			
Gross Building Area (Square Feet)	10,890 GBA/Acre			1,198
Net Leaseable Square Feet	100%			1,198
Total Parking Spaces	2.00 /1000 leaseable sf			2
<b>Building Income and Value</b>	<b>Assumption/Factor</b>	<b>per GBA</b>		<b>Total</b>
NNN Potential Rent	\$3.46 per SF/Month	\$ 42	\$	49,713
Losses to Vacancy	2% of Gross Income	(1)		(994)
<i>NNN Commercial Revenue</i>			\$	48,719
Basic Operating Expenses	20% of Gross Potential Rent	\$ (8)	\$	(9,943)
<i>Total Operating Expenses</i>			\$	(9,943)
Net Operating Income (NOI)		\$ 32	\$	38,776
Project Market Value	5.20% Cap Rate	\$ 623	\$	745,693
Project Leasing Cost	6.0% Value	37		44,742
Net Project Value		\$ 585	\$	700,951
<b>Project Development Costs</b>	<b>Assumption/Factor</b>	<b>per GBA</b>		<b>Total</b>
<i>Construction Cost</i>				
Building Direct Cost (Includes Site Development)	\$ 250 Cost/SF (leaseable)	\$ 250	\$	299,475
Tenant Improvements	75 cost/sf (leaseable sf)	75		89,843
Surface Parking Direct Cost	5,000 per Space	8		10,000
Total Construction Cost		\$ 333	\$	399,318
<i>Soft Costs</i>				
Financing	5% of Construction Costs (incl. site)	\$ 18	\$	22,122
Other Soft Costs (Including County Fees)	25% of Construction Costs (excl. site)	83		99,829
Total Soft Costs		\$ 102	\$	121,951
<i>Other Project Costs</i>				
Developer Return on Investment	12% of Construction & Soft Costs		\$	62,552
Residual Land Value	Model Output/Supportable Land Cost			117,130
Total Other Costs			\$	179,682
<b>Results</b>				
Total Project Cost (Including Land)		\$		700,951
Residual Land Value (Total)		\$		117,130
Residual Land Value (per Acre)		\$		1,064,818
Market Land Cost per Acre		\$		392,040

Sources: Table 2, Willdan Financial Services.

**Table A.5: Industrial Prototype**

<b>Development Program Assumptions</b>	<b>Assumption/Factor</b>			<b>Total</b>
Development Site (Square Feet)	0.28 Acres			12,197
FAR	0.35			
Gross Building Area (Square Feet)	15,246 GBA/Acre			4,269
Net Leaseable Square Feet	100%			4,269
Total Parking Spaces	1.30 /1000 leaseable sf			6
<b>Building Income and Value</b>	<b>Assumption/Factor</b>	<b>per GBA</b>		<b>Total</b>
NNN Potential Rent	\$2.05 per SF/Month	\$ 25	\$	105,014
Losses to Vacancy	6% of Gross Income	(1)		(6,091)
<i>NNN Commercial Revenue</i>			\$	98,924
Basic Operating Expenses	15% of Gross Potential Rent	\$ (4)	\$	(15,752)
<i>Total Operating Expenses</i>			\$	(15,752)
Net Operating Income (NOI)		\$ 19	\$	83,171
Project Market Value	6.60% Cap Rate	\$ 295	\$	1,260,173
Project Leasing Cost	6.0% Value	18		75,610
Net Project Value		\$ 277	\$	1,184,563
<b>Project Development Costs</b>	<b>Assumption/Factor</b>	<b>per GBA</b>		<b>Total</b>
<u>Construction Cost</u>				
Building Direct Cost (Includes Site Development)	\$ 125 Cost/SF (leaseable area)	\$ 125	\$	533,610
Tenant Improvements	30 cost/sf (leaseable sf)	30		128,066
Surface Parking Direct Cost	5,000 per Space	7		30,000
Total Construction Cost		\$ 162	\$	691,676
<u>Soft Costs</u>				
Financing	5% of Construction Costs (incl. site)	\$ 9	\$	40,072
Other Soft Costs (Including County Fees)	25% of Construction Costs (excl. site)	41		172,919
Total Soft Costs		\$ 50	\$	212,991
<u>Other Project Costs</u>				
Developer Return on Investment	12% of Construction & Soft Costs		\$	108,560
Residual Land Value	Model Output/Supportable Land Cost			171,335
Total Other Costs			\$	108,560
<b>Results</b>				
Total Project Cost (Including Land)			\$	1,013,228
Residual Land Value (Total)			\$	171,335
Residual Land Value (per Acre)			\$	611,911
Market Land Cost per Acre			\$	392,040

Sources: Table 2, Willdan Financial Services.

**Table A.6: Hotel Prototype**

Development Program Assumptions		Assumption/Factor	Total	
Development Site (Square Feet)		9.00 Acres		392,040
FAR		0.14		
Rooms		65		
Gross Building Area (Square Feet)		6,000 GBA/Acre		54,000
Net Leaseable Square Feet		100%		54,000
Total Parking Spaces		1.00 / room		65
Building Income and Value		Assumption/Factor	per GBA	Total
ADR		\$521 /night		
Occupancy		74%		
Gross Potential Room Revenue		\$9,170,602 annually		\$ 9,170,602
Ancillary Income		80.00% % of Room Revenue		7,336,481
Gross Revenue				\$ 16,507,083
Overall Exp.		62.0% of Gross Revenue		\$ 10,234,392
Room Operations		18.0% of Room Revenue		1,650,708
Other Op Exp		27.5% of Ancillary Revenue		2,017,532
Total Operating Expenses				\$ 13,902,632
Net Operating Income (NOI)				\$ 2,604,451
Project Market Value		8.00% Cap Rate		\$ 32,555,636
Project Development Costs		Assumption/Factor	per GBA	Total
<u>Construction Cost</u>				
Building Direct Cost (Includes Site Development)	\$	250 Cost/SF	\$ 250	\$ 13,500,000
Surface Parking Direct Cost		5,000 per Space	6	325,000
Total Construction Cost			\$ 256	\$ 13,825,000
<u>Soft Costs</u>				
Financing		5% of Construction Costs (incl. site)	\$ 16	\$ 867,668
Other Soft Costs (Including County Fees)		25% of Construction Costs (excl. site)	64	3,456,250
Total Soft Costs			\$ 80	\$ 4,323,918
<u>Other Project Costs</u>				
Developer Return on Investment		12% of Construction & Soft Costs		\$ 2,177,870
Residual Land Value		Model Output/Supportable Land Cost		12,228,848
Total Other Costs				\$ 2,177,870
Results				
Total Project Cost (Including Land)				\$ 20,326,788
Residual Land Value (Total)				\$ 12,228,848
Residual Land Value (per Acre)				\$ 1,358,761
Market Land Cost per Acre				\$ 392,040

Sources: Table 2, Willdan Financial Services.

**Table A.7: Warehouse Prototype**

Development Program Assumptions	Assumption/Factor	Total	
Development Site (Square Feet)	3.40 Acres		148,104
FAR	0.35		
Gross Building Area (Square Feet)	15,246 GBA/Acre		51,836
Net Leaseable Square Feet	100%		51,836
Total Parking Spaces	0.50 /1000 leaseable sf		26
Building Income and Value	Assumption/Factor	per GBA	Total
NNN Potential Rent	\$1.74 per SF/Month	\$ 21	\$ 1,081,826
Losses to Vacancy	4% of Gross Income	(1)	(46,519)
<i>NNN Commercial Revenue</i>			\$ 1,035,307
Basic Operating Expenses	15% of Gross Potential Rent	\$ (3)	\$ (162,274)
<i>Total Operating Expenses</i>			\$ (162,274)
Net Operating Income (NOI)		\$ 17	\$ 873,033
Project Market Value	6.60% Cap Rate	\$ 255	\$ 13,227,777
Project Leasing Cost	6.0% Value	15	793,667
Net Project Value		\$ 240	\$ 12,434,111
Project Development Costs	Assumption/Factor	per GBA	Total
<u>Construction Cost</u>			
Building Direct Cost (Includes Site Development)	\$ 125 Cost/SF (leaseable area)	\$ 125	\$ 6,479,550
Tenant Improvements	30 cost/sf (leaseable sf)	30	1,555,092
Surface Parking Direct Cost	5,000 per Space	3	130,000
Total Construction Cost		\$ 158	\$ 8,164,642
<u>Soft Costs</u>			
Financing	5% of Construction Costs (incl. site)	\$ 9	\$ 474,879
Other Soft Costs (Including County Fees)	25% of Construction Costs (excl. site)	39	2,041,161
Total Soft Costs		\$ 49	\$ 2,516,039
<u>Other Project Costs</u>			
Developer Return on Investment	12% of Construction & Soft Costs		\$ 1,281,682
Residual Land Value	Model Output/Supportable Land Cost		471,748
Total Other Costs			\$ 1,281,682
Results			
Total Project Cost (Including Land)			\$ 11,962,363
Residual Land Value (Total)			\$ 471,748
Residual Land Value (per Acre)			\$ 138,749
Market Land Cost per Acre			\$ 392,040

Sources: Table 2, Willdan Financial Services.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1743

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**TO:** Board of Supervisors  
**FROM:** Christine Briceño, Chief Human Resources Officer  
**REPORT BY:** Joy Cadiz, Staff Services Manager  
**SUBJECT:** Resolution Approving the Law Enforcement and Law Enforcement Supervisory Memoranda of Understanding 2025-2028, and Salary Increases in Fiscal Years 2025-2026, 2026-2027, 2027-2028

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### **RECOMMENDATION**

Adopt a Resolution to approve a Total Tentative Agreement with the Deputy Sheriffs' Association Law Enforcement and Law Enforcement Supervisory Units for the term October 1, 2025 through September 30, 2028, and salary increases in fiscal years 2025-2026, 2026-2027, and 2027-2028, and approve a Budget Amendment increasing Salaries and Benefits (Fiscal Impact: \$925,000 Expense; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

The Memoranda of Understanding (MOU) with the Deputy Sheriffs' Association (DSA) expired on September 30, 2025. After approximately three months of negotiations, County and Union bargaining representatives have reached a Total Tentative Agreement, which was ratified by DSA membership, and covers three years, October 1, 2025 through September 30, 2028, with all terms remaining in effect until a new agreement is approved. The parties are finalizing the language of the complete MOU which will be presented to the Board of Supervisors at the November 18, 2025 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.

- Up to an 11% cost of living adjustment over three years (4.25%, 3.25%, and 3% or 3.5% based on a July 1, 2027 Deputy Sheriff II market study)
- Increase the employer paid life insurance coverage for each employee from \$20,000 to \$100,000.
- Increase the night shift premium from 5% to 6%

- Increase the annual uniform allowance from \$1,025 to \$1,200 and \$1,075 to \$1,250 for those assigned to Lake Berryessa.
- Enhancement of the Education Incentive Program by increasing the annual education reimbursement per employee from \$1,500 to \$2,500. Further enhances the program for the Law Enforcement Supervisory Unit by adding 6% of base salary for a Peace Officer Standards and Training Supervisory Certificate.
- Support for career development by decreasing years of service requirements for the Senior Deputy and Senior Sergeant Programs.
- Investment in wellness through the creation of a side letter pilot program to discuss and finalize a fitness reimbursement program.

Requested Action:

- 1) Adopt a Resolution to approve the Total Tentative Agreement with the Deputy Sheriffs' Association Law Enforcement Unit and Law Enforcement Supervisory Unit, including salary increases in fiscal years 2025-2026, 2026-2027, and 2027-2028.
- 2) Approve a budget amendment increasing Salaries and Benefits totaling \$925,000 for the following:
  - a. Sheriff 1360000 \$812,890
  - b. Coroner 1361000 \$6,540
  - c. Animal Services 1362000 \$6,540
  - d. Special Investigations Unit 1363000 \$16,820
  - e. District Attorney 1300000 \$82,210

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	General Fund Sheriff - 1360000, 1361000, 1362000, 1363000, and District Attorney 1300000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The County and the Union bargained in good faith and reached the tentative agreements within the authority granted by the Board and ratified by the Union.
Is the general fund affected?	Yes

Future fiscal impact:

The cost of the tentative agreements included in this contract for October 1, 2025, to June 30, 2026 is approximately \$925,000. Future increases will be budgeted accordingly.

Consequences if not approved:

The County would be required to go back to the table to continue negotiations with the Union and the contract would expire.

**ENVIRONMENTAL IMPACT**

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

**RESOLUTION NO. 2025-**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, APPROVING THE TOTAL TENTATIVE  
AGREEMENT INCLUDING SALARY INCREASES IN FISCAL YEARS  
2025-2026, 2026-2027, AND 2027-2028**

**WHEREAS**, the Memoranda of Understanding (MOU) between Napa County (County) and Law Enforcement and Law Enforcement Supervisory Units, Deputy Sheriffs' Association (Union) expired on September 30, 2025; and

**WHEREAS**, negotiating teams for County and Union have been involved in the bargaining process to reach agreement on a successor MOU; and

**WHEREAS**, the negotiating teams for County and Union reached a Total Tentative Agreement, 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 4.25% Cost of Living (COLA) salary increase effective October 25, 2025, for DSA Unit employees and DSA Supervisory Unit employees; and

**WHEREAS**, the Total Tentative Agreement also includes a 3.25% COLA increase, effective the first full pay period in October 2026, for DSA Unit employees and DSA Supervisory Unit employees, and

**WHEREAS**, the Total Tentative Agreement also includes a 3% COLA increase or 3.5% should Napa County not lead the market in base rate pay as of July 1, 2027, effective the first full pay period in October 2027, for DSA Unit employees and DSA Supervisory Unit employees

**NOW, THEREFORE, BE IT RESOLVED**, that the Napa County Board of Supervisors hereby approves the Total Tentative Agreement for the DSA Law Enforcement and Law Enforcement Supervisory Units 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 4.25% COLA salary increase, effective October 11, 2025, for DSA Unit employees and DSA Supervisory Unit employees.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Napa County Board of Supervisors hereby approves a 3.25% COLA increase effective the first full pay period in October 2026, for DSA Unit employees and DSA Supervisory Unit employees.



**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Napa County Board of Supervisors hereby approves a 3% COLA increase or 3.5% should Napa County not lead the market in base rate pay as of July 1, 2027, effective the first full pay period in October 2027, for DSA Unit employees and DSA Supervisory Unit employees.

**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 21<sup>st</sup> day of October 2025, by the following vote:

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

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: October 6, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**Napa County and the Deputy Sheriff's Association and  
Deputy Sheriff's Association Law Enforcement Supervisory Unit**

**2025 MOU Negotiations**

**Total Tentative Agreement**

**September 30, 2025**

**Below is a summary of the Tentative Agreements (TA) between Napa County and the Deputy Sheriff's Association and the Deputy Sheriff's Association Law Enforcement (LE) Supervisory Unit. Attached are the individual signed TAs with the specific language agreed to.**

**Section 7.2 – Retirement Plan (both LE and LE Supervisory)**

Adds more precise language and removes outdated language. Also, ensures the MOU clearly articulates the appropriate cost sharing applicability and CalPERS mandated rules.

*LE Supervisors only* – adds language regarding health benefits coverage for surviving dependents (practice was already in place – language codifies practice).

**Section 7.4 – Salaries (both LE and LE Supervisory)**

Increase wages, as follows:

The County will increase base salaries by 4.25% effective the first full pay period following Board of Supervisors adoption of the MOU.

The County will increase base salaries by 3.25% effective the first full pay period in October 2026.

The County will increase base salaries by 3.0% effective the first full pay period in October 2027.

In addition, the County agrees to perform a market study for the classification of Deputy Sheriff II as of July 1, 2027. If Napa County does not lead the market in base rate pay compared with the following jurisdictions, City of Napa, Marin County, Contra Costa County, Solano County, Santa Cruz County and Sonoma County as of July 1, 2027, then Napa County will add a one half of one percent (**0.5%**) to the COLA applied the first full pay period of October 2027 for all classifications covered by this MOU.

**Section 7.5 – Discontinuation of EPMC (both LE and LE Supervisory)**

Eliminates outdated EPMC language

Section 8.8 – Term Life Insurance (both LE and LE Supervisory)

Increases the employer paid life insurance coverage to \$100,000.

Section 9.0 – Night Shift Premium (both LE and LE Supervisory)

Amends the night shift premium to 6% for all hours worked between 6:00 PM and 6:00 AM.

Section 9.2 - Court Appearances (both LE and LE Supervisory)

Amends language to increase the hours provided when a court appearance is cancelled untimely from 2 hours to 4 hours in both notification and hours of pay.

Section 9.4 – Uniform Allowance (both LE and LE Supervisory)

Increases uniform allowance to \$1200, paid over 24 pay periods (\$1250 for those assigned to Lake Berryessa).

Section 9.6 – Education Incentive Program (both LE and LE Supervisory)

Increases education reimbursement to \$2500 annually.

*LE Supervisory only* – Adds a 6% base wage incentive pay to those that qualify for a P.O.S.T. supervisory certificate.

Section 9.11 – Specialty Assignments (LE only)

*LE only* – Amends language to clarify that the flat rate specialty pay assignments are in addition to the percentage of pay assignments, which will codify the current practice with the MOU language.

Section 32 – Term (both LE and LE Supervisory)

The term of the successor MOUs would be October 1, 2025, to September 30, 2028, however all financial terms will become effective the first pay period following the approval by the Napa County Board of Supervisors.

New Section – Canine (LE only)

Adds canine section to MOU, which indicates that the County will continue to execute individual canine contracts for bargaining unit members, but includes language into MOU that requires hours for canine care will be compensated at the prevailing minimum wage and adjusted automatically for any increase by operation of law.

Appendix - Senior Deputy Program (LE only)

Decreases years of service requirements within program for Deputies to qualify earlier in their careers.

Appendix – Senior Sergeant Program (LE supervisors only)

Change in the requirements for Sergeants to qualify and increases the Senior Sergeant base wage.

New - Fitness Reimbursement Side Letter (both LE and LE supervisors)

Proposes a side letter pilot program which will be discussed and finalized through a future Labor Management Committee meeting. The current proposed pilot includes a reimbursement structure of up to \$1,000 per employee annually with a maximum of \$24,000, with reimbursements provided at a rate of \$500 for each six-month participation period. The Sheriff must approve the facility and the participating employees.

For the County:

Christine Briceño

Date:

9/30/2025

For the Association:

E. G. [Signature]

Date:

10/2/2025



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1689

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**TO:** Board of Supervisors  
**FROM:** Jennifer Yasumoto, Director of Health and Human Services Agency  
**REPORT BY:** Gaby Angeles, Staff Services Analyst II  
**SUBJECT:** Napa County Behavioral Health Board's Annual Report for Fiscal Year 2024-2025

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### **RECOMMENDATION**

Receive a presentation from the Napa County Behavioral Health Board for their annual report covering Fiscal Year July 1, 2024 through June 30, 2025. (No Fiscal Impact)

### **BACKGROUND**

The Napa County Behavioral Health Board is comprised of fifteen members from diverse backgrounds. The Behavioral Health Board includes Supervisor Alessio, family members of people experiencing mental illness, concerned citizens, and consumers of behavioral health services. The Behavioral Health Board members participate in fifteen committees and workgroups within Napa County that are focused on critical key areas of behavioral health services, including, among others, the Data Notebook Workgroup, County Suicide Prevention Council, Stakeholders Advisory Committee, Live Healthy Napa County, and Veterans Commission. The purpose of the Behavioral Health Board is to support the County in the provision of high-quality behavioral health services and programs across Napa County.

In FY 2024-2025, the Behavioral Health Board's focus was on meeting goals and objectives developed by the Behavioral Health Board's Executive Committee. The three objectives were supported by nine goals. In total, all goals were either fully or partially met ensuring the Behavioral Health Board met targets for accomplishment. Health and Human Services Agency's (HHS) Behavioral Health Division provides monthly updates on Napa County operations, program planning, contract negotiations, and stakeholder engagement to enhance collaboration and communication across the community and allow for feedback for services. HHS is grateful for the valuable service of the Behavioral Health Board, which shines in the FY 2024-2025 Annual Report.

Requested Action: 1. Receive Fiscal Year 2024-2025 Annual Report presentation from the Napa County

Behavioral Board.

Procedural Requirements:

No Action Required

**FISCAL IMPACT**

Is there a Fiscal Impact?

No

Is it Mandatory or Discretionary?

Discretionary

**ENVIRONMENTAL IMPACT**

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



A Tradition of Stewardship  
A Commitment to Service

# Napa County Behavioral Health Board

## 2024-25 Annual Report

September 2025



**Kristine Haataja**  
2024 - 2025 Chair

### Table of Contents:

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*Through public meetings, site visits, work groups, speakers, and reports from MH Division Staff and contractors, the MHB works to understand local mental health issues and advise the Board of Supervisors and the Mental Health Director regarding Napa County's mental health services and challenges. The Board of Supervisors appoints Napa County Mental Health Board members. It is part of our mandated duties to provide the Board of Supervisors with an annual report reviewing the needs and performance of the county's mental health system.*

### Executive Summary

Napa County's Behavioral Health Board (BHB) has dedicated, engaged, and diverse members who understand that mental illness and substance use disorder are medical conditions affecting a substantial number of our citizens, and supports the provision of effective behavioral health services, programs, and facilities in our county. Advocating for effective access to treatment and other supportive services, including housing and employment, for people experiencing behavioral health issues is our chief concern.

The Behavioral Health Board continues to support the integration of mental health and substance use disorder. In this fiscal year, the board expanded speaker topics to include more topics related to substance use and, for the first time, included substance use programs and facilities on its site visit list.

#### Key Concerns and Recommendations:

1. Housing: Housing for residents with serious mental health issues have been an on-going need in Napa County. The County has made significant strides in creating supportive housing for persons with mental illness in the past two years, including housing for CARE Court.

A key housing need for the County is supportive congregate living facilities. Napa County lacks Adult Residential Facilities for persons experiencing serious mental illness (SMI). Residents needing these living accommodations are placed in out-of-county facilities or experience a revolving door between homelessness, jails, hospitals, and short-term care facilities. These solutions come at a high financial cost to the County and high social costs to our residents and their families.

2. Children & Youth Behavioral Health: Our children and youth are increasing experiencing depression, anxiety, and suicidal ideation. Access to mental health treatment and prevention services, exacerbated by stigma, cultural and linguistic barriers, and lack of insurance, is a pressing issue in Napa County. The Board is concerned that changes in California's behavioral health funding streams will significantly impact the behavioral health prevention and early intervention programs for youth. Community behavioral health planning should prioritize the development of strategies and identification of funding sources to support prevention and treatment resources.

3. Youth Cannabis Usage: The Behavioral Health Board Workgroup, "Mental Health Impact of Cannabis Use Among Adolescents" identified several concerns for Napa County youth. Based on these findings, the Board recommends that public schools provide more youth and parental education about the physical, social, and mental impacts of cannabis on youth. Specific recommendations are included within this report

4. Support LGBTQ+ Residents: The Behavioral Health Board is concerned about Federal Executive Actions that remove or weaken both physical and behavioral health protections for LGBTQ+ people. We are concerned because behavioral health issues are more prevalent among LGBTQ+ individuals than among heterosexuals, including, 39% suicide ideation among youth; 4 times more suicide attempts among youth; 2.5 times more likely to experience depression, anxiety, and substance misuse; and more than twice as likely have a mental health disorder in their lifetime. We urge the Board of Supervisors to support California's efforts to restrict these policies, support efforts to protect funding, and to support our local LGBTQ+ community in all ways that are possible.

## Accomplishments of Napa County Behavioral Health Division

It is also essential to acknowledge the hard work and accomplishments of the Napa County Behavioral Health Division, under the leadership of Health & Human Agency Director, Jennifer Yasumoto, and Health & Human Services Deputy Director of Behavioral Health, Cassandra Eslami, as reflected in the Napa County Health & Human Services Agency Annual Report, FY 2024-2025.

- In FY 2024-2025 the Behavioral Health Division provided the following to community residents:
  - 42,584 Face-to-Face Services
  - 7,483 Telehealth Services Provided
  - 6,863 Group Services Provided
- HHS – BH launched a Medication-Assisted Treatment (MAT) clinic at the South Campus Psychiatric Medication Clinic for onsite, medically supervised treatment for substance use disorders, using FDA-approved medications (e.g., methadone, buprenorphine, naltrexone), as well as monthly counseling services to adult Medi-Cal beneficiaries. MAT services support people recovering from substance use disorders using specialized medication, treatment, and care, so they can live a healthy life, free from opiate use.
- Launched the Proposition 36 program in February 2025. This was a collaborative effort between HHS, the Court, Probation, the District Attorney, and County Counsel. The program helps divert individuals into substance use disorder treatment from the criminal justice path, and with sufficient oversight and integrity. Since inception, there have been 20 referrals to the program.
- Napa County Board of Supervisors unanimously approved the repurposing of the County’s Re-Entry Facility into a new Behavioral Health Treatment Center, a critical step in addressing serious mental health and substance use disorders in Napa County. The Behavioral Health Treatment Center will house three HHS - BH programs:
  - A Residential Substance Use Disorder Treatment and Withdrawal Management program
  - A Lanterman-Petris-Short (LPS) Act-designated Mental Health Rehabilitation Center, focused on meeting the SB 43 mandate
  - A Sobering Center to divert intoxicated adults from arrest and incarceration into immediate care and treatment pathways
- Continued focus on behavioral health staff retainment and recruitment strategies, including participating in the Greater Bay Area Regional Partnership’s Workforces Education and Training Program, to provide stipends and student loan repayment. Provided twenty-two employees both within County and Community Based Organizations with a \$10,000 one-year commitment stipend, totaling \$220,000 in one-year awards.
- As a requirement of Senate Bill 1338, HHS - BH successfully launched the Community, Assistance, Recovery and Empowerment (CARE) Act. CARE Act is specific to providing robust services including psychiatric medication, housing support and behavioral health services to vulnerable clients diagnosed with schizophrenia or other psychotic disorders. In FY24/25 three participants were served under the County operated CARE Act program, in addition these three participants have been successfully housed. In addition, there are seven clients in process for possible CARE Act services.
- As a requirement of Senate Bill 2083, HHS - BH contracted with Seneca Family Services to launch High-Fidelity Wraparound. The program serves children experiencing high acuity at high risk, including youth involved in Child Welfare Services and Juvenile Probation. In FY 24/25 seventeen youth participated in High-Fidelity Wraparound treatment.



## Status of the Behavioral Health Board

**Meetings:** Regular Behavioral Health Board (BHB) meetings were held on the 2nd Wednesday of each month at 2751 Napa Valley Corporate Drive, and Executive Committee meetings were held on the 2<sup>nd</sup> Thursday of the month at the same location. Notice of all regular and special BHB meetings was made public, and an agenda was followed which allowed for public comment. BHB meeting agendas and minutes are available on the Napa County website. A quorum was established at all BHB meetings except February 2024, and average attendance was 73%. A quorum was established at all Executive Committee meetings, with average attendance of 81%.

In 2024- 2025, the BHB held two public hearings for review and comment. In August, a meeting was held to review the Napa County Mental Health Services Act (MHSA) FY24-25 Update to the 3-yr FY23-24 to FY25-26 Plan, and in April the Behavioral Health Division’s proposal for the PIVOT Innovation Project was reviewed. In April, the BHB met in American Canyon to provide broader community access to a BHB meeting and address a topic relevant to that community, American Canyon Student Mental Health Access Programs.

### Committees & Workgroups:

**Executive Committee:** Kristine Haataja, Chair; Patricia Sullivan, Vice Chair; Rob Palmer, Past Chair. Members at Large: Bill Chadwick, Jeff Dickinson, Marion Villalba

**Behavioral Health Board Annual Report Workgroup:** Kristine Haataja, Jeff Dickinson, Jasper Lowell, Liz Marks

**Data Notebook Workgroup (2024):** Kristine Haataja and Behavioral Health Division Staff: Cassandra Eslami, Deputy Director-BH; Valerie Cahill, Behavioral Health Manager; and Chelsea Stoner, Assistant Deputy Director-BH

**Mental Health Impact of Cannabis Use Among Adolescents Workgroup:** Rob Palmer, Marion Villalba, Etta Williams

**Membership:** At the close of the fiscal year, membership on the BHB consisted of 13 members and two open positions. Those leaving the Behavioral Health Board in FY 2024-2025 included Supervisor Ryan Gregory and Orion Taraban, whose terms expired, and Jenna Bolyarde, Bill Chadwick, Elmer Manaid, Rose Sheehan and Victoria Spencer. We thank them for their participation and contributions to the Board.

Board Member	District at Time of Appointment	Date Appointed to BHB	Term Ends	Represents
Supervisor Liz Alessio	2	1-14-2025	12-31-29	BOS
Elisabeth Brumley	2	03-12-2024	01-01-2026	Concerned Citizen
Greg Clark	2	03-12-2024	01-01-2026	Consumer
Jeff Dickinson	2	03-12-2024	01-01-2026	Consumer
Kristine Haataja	4	02-25-2025	01-01-2028	Family Member
Jasper Lowell	1	03-25-2025	01-01-2028	TAY - Age 18-25
Liz Marks	2	03-11-2025	01-01-2028	Family Member
Sandra Oliva	1	03-11-2025	01-01-2028	Consumer
Robert Palmer	3	02-25-2025	01-01-2028	Concerned Citizen
Patricia Sullivan	1	03-12-2024	01-01-2026	Consumer
Shauna Tackett	1	03-12-2024	01-01-2027	Consumer
Marion Villalba	3	02-25-2025	01-01-2028	LEA Employee
Etta Williams	1	03-12-2024	01-01-2027	Family Member
Open				Veteran/Vet Advocate
Open				Open

## Goals & Accomplishments

The following objectives and goals for 2024-2025 were developed by the BHB Executive Committee and approved by the BHB. Below are details of the work done by the BHB to achieve each of these goals.

### A. Objective: Fulfill the Mandated Responsibilities and Core Purposes of the Behavioral Health Board

1. **Goal:** *Review and evaluate the community's Behavioral Health needs, services, facilities, and special problems [WIC 5604.2 (a)(1)]*

**Accomplishments:**

- Throughout the year, the BHB hosted a variety of speakers and panel forums related to Napa County Behavioral Health issues, needs, and services, including:
  - Napa County Behavioral Health Budget for FY 2024-2025
  - Napa County MHSA FY24-25 Update to the 3-yr FY23-24 to FY25-26 & Public Hearing
  - Mental Health Needs of Survivors of Domestic Violence
  - Community Assistance, Empowerment and Recovery (CARE) Act
  - Housing & Supportive Housing for MH Consumer: Fresh Start & Progress Foundation
  - Behavioral Health Needs of and Services for the LGBTQ Community
  - Substance Use Disorder Continuum & Medication Assisted Treatment
  - Veterans Services
  - Napa County Collaborative Courts and Diversion Programs
  - American Canyon Student Mental Health Access Programs
  - Public Hearing for the Behavioral Health Division's proposal of the PIVOT Innovation Project
  - Serenity Homes- Transitional Housing and Sober Living Provider
  - Behavioral Health Division Quality Assurance Performance Improvement (QAPI)
- The Behavioral Health Board Workgroup, "Mental Health Impact of Cannabis Use Among Adolescents" presented results of their study which examined the extent of cannabis use among adolescents in Napa County and its mental health impacts.
  - Recreational cannabis legalization in California both reflects and reinforces a public perception that pot is not addictive and does not pose undue risks to human health.
  - However, medical and scientific research document a wide range of adverse impacts that cannabis use can have on adolescent users, including:
    - Disruption of normal neurodevelopmental processes, leading to changes in brain volume and connectivity
    - Deficits in cognitive and executive functioning, including processing speed, sustained attention, working memory, judgment and planning, problem-solving, decision-making, and self-regulation
    - A decline in academic GPA and higher rates of school absenteeism
    - High correlation with adverse mental health outcomes, including depression; an increase in suicide ideation, attempts and completion; and early-onset psychosis
    - Use can lead to both physical and psychological dependence, meeting the DSM-5 criteria for substance use disorder.
  - Napa County prevention and intervention efforts are provided by school Wellness Centers, Aldea & UpValley Family Centers school programs about substance use, SOAR, Aldea's early onset psychosis treatment program, and Mentis' Teens Connect programs and events. While these programs address substance use, the Behavioral Health Board believes that more youth and parental education about the physical, social, and mental impacts of cannabis on youth is necessary.

**Recommendations:** The Behavioral Health Work Group recommends the following actions:

- Napa Valley Unified School District should consider the teacher resource for course development, the "Cannabis Awareness and Prevention Toolkit" produced by the Stanford School of Medicine, a compressed curriculum with accompanying lesson plans, discussion guides, suggested quizzes, etc. The curriculum is separately adapted for elementary, middle and high school classrooms.
- Napa Valley Unified School District should consider adding one or more additional course offerings in upper class years, where the incidence of cannabis use and abuse increases.
- The Behavioral Health Board should consider a future Workgroup to assess school-based behavioral health resources; and incorporate the schools in its annual site visit process.
- The Board of Supervisors consider appointing a group to evaluate additional means and methods to interrupt the presently free-flowing supply of cannabis and cannabis paraphernalia to underage people in our County.

### Goals & Accomplishments cont'd...

2. **Goal:** *Review and comment on the county's performance outcome data and communicate its findings to the California Behavioral Health Planning Council (CMHPC) [WIC 5604.2 (a)(7)]*

**Accomplishments:**

- The Board completed the California Behavioral Health Planning Council's 2024 Data Notebook questionnaire in collaboration with members of Napa County's Behavioral Health Division.
- In 2024, the Planning Council's Data Notebook focused on two topics, 1) Homelessness in the Public Behavioral Health System and 2) County Specific Performance Outcomes Data. The Planning Council will aggregate these data to understand state-wide performance and county comparisons. Key findings for Napa County include:
  - Napa County collects data on **housing status** of individuals currently receiving services in the behavioral health system and provides a wide range of supports to provide housing to those individuals, including, case management services; health or social services access/navigation services, Medication-Assisted Treatment, enhanced care management and community supports; rental subsidies; housing vouchers; transitional and temporary housing; peer support; wellness centers; and full-service partnerships.
  - Napa County Behavioral Health currently collects the following **performance indicators** for all adult beneficiaries: employment status; criminal justice involvement; housing status; psychiatric hospitalizations; Lanterman-Petris-Short (LPS) Conservatorship; self-reported wellness; and overall patient satisfaction.
  - Napa County Behavioral Health collects the following information for child and youth beneficiaries: criminal justice involvement; housing status; psychiatric hospitalizations; school attendance/absenteeism; academic engagement; classroom behavior; social functioning and community connectedness; self-reported wellness; and overall patient satisfaction.
  - Napa County uses this information to evaluate the effectiveness of programs; make changes in spending; make changes in program planning; inform partners and stakeholders; advocate for policy changes; and determine how to engage in community outreach.

3. **Goal:** *Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process [WIC 5604.2 (a)(4)].*

**Accomplishments:**

- The Behavioral Health Board met in person for all of its regularly scheduled meetings.
- The April meeting was held in American Canyon to facilitate attendance from residents in that community. The American Canyon meeting addressed the American Canyon Student Mental Health Access Programs. Several community members attended the meeting.
- Meeting Agendas were and are publicly posted on the Napa County website:  
[Agenda Center • Napa County, CA • CivicEngage](#)
- The public was invited to attend and participate in all monthly BHB meetings. The Behavioral Health Board sent flyers announcing meetings and speaking topics to county and local elected officials, local government leaders, behavioral health related non-profits, and faith leaders for posting at their place of business. This community outreach was effective in generating public attendance, with the largest public attendance being 20 people.
- Public comments, concerns, and questions were received from members of the public attending meetings during the year.

4. **Goal:** *Review any county agreement entered into pursuant to Section 5650 of the Welfare & Institutions Code.*

**Accomplishments:**

- The BHB reviewed the following contracts, agreements, reports, and applications during FY 2024-2025:
  - Napa County BH Division's Mental Health Services Act (MHSA) FY24-25 Update to the 3-yr FY23-24 to FY25-26 Plan
  - Contracts for all site visit locations: Aldea's Wolfe Center; Archway Residential SUD Program; COPE Family Center; Seneca Health Services; St. Helena Hospital Mental Health Unit; Ugima Recovery Services (San Pablo); and Davis Guest Home (Modesto).

**B. Objective:** *Maintain an active, involved Behavioral Health Board.*

1. **Goal:** *Achieve full BHB membership that reflects the diversity of the populations served.*

**Accomplishments:**

- On June 30, 2025, the BHB had 13 members, including behavioral health consumers (38%), family members (23%), and interested/concerned citizens (15%). The remaining members include a local agency educator, a transition aged youth (18-25), and a member of the Board of Supervisors, as required by the Behavioral Health Services Act, California WIC 5604. The board had an opening for a Veteran/Veteran Advocate and one other position.

**Goals & Accomplishments cont'd...**

- The Behavioral Health Board continues to work toward adequately representing the demographic composition of the community.
2. **Goal:** *Maintain a high attendance and participation at all BHB meetings, including all committees and/or workgroups.*  
**Accomplishments:**
- Board Meetings were held monthly without exception, and a quorum was established at all but one meeting. Board member attendance ranged from 47% to 100%, with average attendance at 73%.
  - The Executive Committee also met monthly without exception, and a quorum was established at all meetings (100%). Executive Member attendance ranged from 60% to 100%. Average attendance was 81%.
- C. **Objective:** *Maintain an active, involved Behavioral Health Board.*
3. **Goal:** *Maintain representation on appropriate local, regional, and state boards, committees, councils, etc., and report regularly to the Behavioral Health Board.*  
**Accomplishments:** Behavioral Health Board members served as liaisons on the following committees, boards and commissions.
- **Napa County Community Corrections Partnership:** Rob Palmer
  - **Commission on Aging:** Kristine Haataja
  - **Continuum of Care:** Patricia Sullivan
  - **Behavioral Health Division Cultural Competence Committee:** Victoria Spencer
  - **Live Healthy Napa County:** Rob Palmer, Etta Williams
  - **Napa County Suicide Prevention Council:** Bill Chadwick
  - **Behavioral Health Division Quality Improvement/Utilization Review Committee:** Patricia Sullivan, Elisabeth Brumley
  - **Napa County Juvenile Justice Coordinating Council:** Rob Palmer, Marion Villalba
  - **Behavioral Health Division Stakeholders Advisory Committee:** Patricia Sullivan
  - **California Association of Local Behavioral Health Boards/Commissions:** Kristine Haataja is a Greater Bay Area representative to the Governing Board of the California Association of Local Behavioral Health Boards/Commissions (CALBHB/C).
4. **Goal:** *Complete 100% of site visits.*  
**Accomplishments:**
- The Behavioral Health Board completed 7 scheduled site visits during FY 2024-2025. This is the first year that the Behavioral Health Board included substance use (SUD) programs/facilities among their site visits. The programs and facilities included:
    - Aldea – Wolfe Center (Youth Substance Use Program), Napa
    - Archway – Napa State Hospital (not associated), (Residential SUD Program), Napa
    - COPE Family Center (Pathways to Mental Health & Strengthening Families Programs), Napa
    - Seneca Health Services (Youth Hi Fidelity Wraparound – SUD), Napa
    - St Helena Hospital Mental Health Unit (Hospital Psychiatric Unit), St Helena
    - Ugima Recovery Services (Residential Perinatal SUD Unit) San Pablo
    - Davis Guest House (Adult Residential - Enhanced Board & Care), Modesto
5. **Goal:** *Provide training opportunities to BHB Members*  
**Accomplishments:**
- Members were notified of all online Quarterly training opportunities provided by CALBHB/C and encouraged to attend.
  - Board members participated in the following training:
    - How to Be an Effective Behavioral Health Board: Kristine Haataja, Sandra Oliva
    - Community Engagement & Unconscious Bias: Kristine Haataja, Liz Marks
    - Chair & Admin Liaison Training: Patricia Sullivan, Sandra Oliva
  - Updated the “Mental Health Board Member Guide” to be a “Behavioral Health Board Member Guide.” The Guide is posted on the County’s website on the Behavioral Health Board web page.

## Meet the Board Members



**Kristine Haataja** was appointed to the Mental Health Board in 2015 and the Behavioral Health Board in March 2024 and was currently chair of the BHB. She has previously served as Chair and Vice Chair of the Mental Health Board and has served on several workgroups, including School-based Mental Health, Member Recruitment, Community Outreach, and several Behavioral Health Planning Council Data Notebooks. She holds a BA in Sociology from Gustavus Adolphus College in Minnesota and an MBA from the University of North Carolina, Chapel Hill. Ms. Haataja was a Consumer Insights & Strategy Consultant for corporations and consulting firms for over 35 years, retiring in 2015. She is passionate about mental health intervention in early childhood and adolescence, based upon her lived experience raising a child with serious mental health issues. In 2019, Ms. Haataja was elected to the California Association of Local Behavioral Health Boards and Commissions (CALBHB/C) representing the Bay Area, where she serves as Secretary/Treasurer.



**Patricia Sullivan** was appointed to the Mental Health Board in 2021 Behavioral Health Board in March 2024, representing those who live with mental health conditions. Ms. Sullivan is the current Vice Chair of the BHB. Her personal life experiences have given her a sense of compassion and empathy for others facing mental health challenges. Ms. Sullivan is a strong proponent of the benefits of peer support for mental health consumers. Since 2016, she has worked as an Independent Living Advocate at the Napa Office Disability Services & Legal Center, where she assists seniors and people with disabilities. Since 2013, she has been a volunteer with Community Health Napa Valley. Ms. Sullivan holds a bachelor's degree in Hospitality Management from Nova Southeastern University and has completed both Culinary Arts and Accelerated Wine and Beverage Programs at The Culinary Institute of America.



**Liz Alessio** is a fourth-generation Napa native whose family has called the valley home for over 140 years. Public service is in her roots—her great-great grandfather served as a Napa County Supervisor from 1901 to 1904. With over two decades of experience in healthcare, Liz specialized in public health and community benefit programs. Elected to the Napa City Council in 2018, she championed initiatives to improve health equity and community well-being. In 2024, Liz was elected to the Napa County Board of Supervisors representing District 2. She took office in January 2025, prioritizing expanded access to behavioral health and substance use disorder services. Supervisor Alessio serves on multiple regional and county boards, including the Juvenile Justice Coordinating Council, Napa County Behavioral Health Board, Childcare & Development Planning Council, Napa Valley Transportation Authority, Workforce Alliance of the North Bay, Climate Action Committee, and the Napa Valley Tourism Improvement Local Governing Committee. Outside her official duties, Liz continues her deep community involvement through leadership service on the Suicide Prevention Council, Napa County Historical Society, and the Napa County Working Families Coalition. She founded the Napa County Community Infant/Childcare Coalition in 2025 to address the local childcare crisis and advocate for expanded access to licensed care. She actively supports veterans and active-duty service members of the Armed Forces through Operation: With Love from Home and proudly hosts an annual Harvest Hoedown fundraiser benefiting local nonprofits. Liz's lifelong commitment to public service is driven by her passion for the health, well-being, and future of Napa County.



**Elisabeth Brumley** was appointed to the Behavioral Health Board in March 2024 and served on the Advisory Board for Alcohol and Drug Services since 2023. Ms. Brumley has been a member of the Napa community for 40 years, raising two children, and working as a teacher for the Napa County Office of Education. She continues to advocate for early childhood inclusion and accessibility. Ms. Brumley retired as an Early Childhood Special Education Teacher in 2019 after 33 years of service. Her interest in the Behavioral Health Board is based on her experience as a teacher of children with special needs, working with families, and her own family's mental health needs.



**Greg Clark** was appointed to the Advisory Board on Alcohol and Drugs in 2023 and the Behavioral Health Board in March 2024, where he is a representative of the Recovering Community. He is a former Napa County Agricultural Commissioner/Sealer of Weights and Measures, retired in 2018 after serving our community for over 18 years and nearly 30 years in county government. Mr. Clark has a bachelor of science degree (Agricultural Science/Viticulture) from California State University, Fresno, and a master's degree (Public Administration) from San Jose State University. He previously served on ABAD since the early 2000s and looks forward to representing the interests of the entire community as it relates to behavioral health and substance abuse. In retirement Mr. Clark volunteers with several nonprofits, including the board of directors of the Napa Farmer's Market, the Jack L. Davies Napa Valley Agricultural Land Preservation Fund, and with animal rescue ranch Jameson Humane.



**Jeff Dickinson** was appointed to the Behavioral Health Board in March 2024. He holds a BA in Communications from Loyola of Los Angeles University. Mr. Dickinson is a retired pilot from Southwest Airlines where he flew for 34 years. As an Executive Officer for SWA's Pilots Association, Mr. Dickinson helped develop an EAP Program for impaired pilots and appeared before a Congressional fact-finding board as an SME on alcohol and drug abuse and testing prior to implementation in the airline industry. Mr. Dickinson served in the US Air Force for 11 years in Active Duty and Reserve Status. He and his wife have lived in Napa for 34 years. They have been active in the recovery community for the past 38 years, sponsoring individuals locally and being of service regionally and nationally.



**Jasper Lowell** was appointed to the Napa County Behavioral Health Board in March 2025 to represent transition aged youth, 18-25. As a young teenager, Jasper struggled with substance abuse as a coping mechanism to unresolved trauma and processing issues. His path to recovery sparked the desire to be of service to others, especially those who struggle with behavioral health issues. He wants to bring to the board real insight into the challenges of young adults. Jasper graduated from Valley Oak High School in Napa in the fall of 2022. He is currently working part-time as an EMT - Technical Rescuer while studying to become a Nurse and Paramedic with a heavy concentration on Behavioral Health. Jasper currently volunteers as a coach for the Napa BMX Racing League. Beyond teaching kids how to be successful on the track, he enjoys showing them how to reach their goals through patience, confidence and resilience.



**Liz Marks** was appointed to the Behavioral Health Board in March 2025. She moved to Napa in 2000, bringing a deep commitment to building compassionate communities. She helped launch the St. Helena and American Canyon Family Centers through One Family Network, then joined Cope Family Center in 2006 as Major Gifts Officer, raising critical funds for families in crisis. From 2013 to 2016, Liz consulted for nonprofits including The Salvation Army, Children's Nurturing Project, and Sonoma State's Lifelong Learning Program. In 2016, she became Development Director at Mentis, where she led a successful capital campaign to open the Mentis Wellness Center, expanding access to mental health services. After retiring in 2024, Liz continues to serve her community through the Senior Advisory Commission, P.E.O., and her Methodist church. She's a proud grandmother, avid Mah Jongg player, and curious traveler, embracing this new chapter with love, purpose, and joy.



**Sandra Oliva** was appointed to the Behavioral Health Board in March 2025. She holds a BA in Biology from Sonoma State University and a Masters of Public Health from Touro University. She serves on the board because of the significant impact behavioral health conditions have had on her life and desires to be a part of resolving local behavioral health needs. Sandra works as an Analyst at Napa County Health and Human Services within the fiscal division. She has extensive experience in non-profit management. She has extensive experience in non-profit management. As executive director of Share the Care Napa Valley, Sandra turned a grassroots organization into a brick-and-mortar nonprofit with a dedicated staff and volunteer base enabling community members increased access to free medical equipment and supplies. During her five years at Mentis as senior operations manager, she developed systems to streamline administrative processes and oversaw the installation of new computer equipment agency-wide and data migration to cloud storage.



**Rob Palmer** was appointed to the Mental Health Board in 2019 and the Behavioral Health Board in March 2024. He is a former chair and vice chair of the Napa County Mental Health Board and has served on several Data Notebook workgroups. Mr. Palmer is a retired lawyer whose practice focused on litigation matters and, in recent years, on representing at-risk clients in human rights and refugee asylum cases. He and his wife Mary live in Yountville, close to two of their three grown daughters and three grandchildren, who live in Napa. Before coming to California in 1995, Mr. Palmer practiced law in Washington, DC, and in Phoenix, AZ, where he also served on the board and is a past president of the Arizona Center for Law in the Public Interest.



**Shauna Tackett** was appointed to the Mental Health Board in April 2023 and the Behavioral Health Board in March 2024. She is a Lead Peer Mentor at Innovations Community Center where she works with individuals who live with mental health disorders and substance abuse, as well as homelessness. She has actively worked on her own recovery from these issues for the last 7 and a half years. Ms. Lewis is driven to give back to her community and to help advocate for others that are suffering in these areas.



**Marion Villalba** was appointed to the Mental Health Board in November 2023 and the Behavioral Health Board in March 2024. She holds a BS in Psychology and an MS in Forensic Psychology. Ms. Villalba has worked with at-risk youth and incarcerated adults for over 20 years in California, New Mexico, and Oregon. She has a passion for helping those who experience different livelihoods, viewpoints, and perspectives to feel needed and appreciated. Her favorite position was working with Native American youth in developing visions beyond their current situation. Ms. Villalba's ultimate goal is to open an at-risk youth facility to help students thrive in different areas of interest. Her motto is: "There is a place for every mindset, every dream, and every passion; all we need to do is know how to get there in the right way."



**Etta Williams** was appointed to the Mental Health Board in November 2023 and the Behavioral Health Board in March 2024. She has been an education professional for 20 years, and spent a decade in the classroom, with a focus on early childhood education. After moving to Napa, she completed a Masters in Communication Sciences and is a California licensed Speech-Language Pathologist. Ms. Williams focused on toddlers and preschool-aged children of our most at-risk populations with language and developmental delays and neurodivergence diagnoses. She is currently Director of Advancement for Blue Oak School, which allows her to focus on the development and growth of an innovative and inclusive educational option in the Napa Valley. She joined the BHB to support the development of services for children and the LGBTQIA+ population.

## Members Leaving the Board During the Past Year

### *Thank you for serving on the Behavioral Health Board!*



**Ryan Gregory** joined the Mental Health Board in 2018 and the Behavioral Health Board in March 2024. He was elected to the Board of Supervisors in 2016. Prior to election, he was Vice President and Owner of the local civil engineering firm RSA+. During his 20-year professional career, Supervisor Gregory was a leader in the local engineering field with a specialty in the planning, design, and construction of residential projects for both nonprofit and for-profit builders. Mr. Gregory's community involvement includes being the former Chair for the Napa Chamber of Commerce and Community Action Napa Valley, Leadership Napa Valley, Napa Engineers Society, and the Kiwanis Club of Napa. Mr. Gregory was a member of the Vine Trail Engineering Committee, Joint City-County Affordable Housing Taskforce, the Airport Industrial Area Blue Ribbon Committee, the City of Napa Housing Element Update Committee 2007 & 2014, the County Transportation and Planning Agency's Highway 29 Citizens Advisory Committee, and the Downtown Napa Specific Plan Steering Committee. He continues to serve Napa County through service to the Boys & Girls Club of Napa Valley, the Downtown Property and Business Improvement District, Brother Can You Spare A Dime, and the Napa Composite High School Mt. Bike Team.



**Jenna Bolyarde** was appointed to the Behavioral Health Board in March 2024. She currently works to improve the San Francisco Homelessness Response System through philanthropic investments. Prior to this, she oversaw the housing programs for the local homelessness provider in Napa. She has served as a person with lived experience on multiple boards in Napa County, as well as nationally since she sobered in 2013. Ms. Bolyarde has lived in Napa since 1994 and graduated from Napa High School. She has researched many of the punitive systems in Napa from a client perspective and has used this knowledge to help others navigate complex systems. She is passionate about mental health as she believes that this is where a person's actions originate.



**William (Bill) Chadwick** was appointed to the Napa County Behavioral Health Board in March 2024. He previously served on the Napa County Advisory Board for Alcohol and Drug Services. Mr. Chadwick holds an undergraduate degree from the United States Military Academy at West Point and an MBA from Golden Gate University in San Francisco. He is a decorated combat veteran. Mr. Chadwick is a lecturer with the School of International Graduate Studies at the Naval Postgraduate School in Monterey, California, consults with international ministries of defense and presents graduate level seminars to military personnel around the world. He is a longtime volunteer at the California Veterans Home-Yountville and mentors veterans in recovery. He serves as a recruiter for applicants to USMA at West Point (on behalf of U.S. Congressman Mike Thompson), served on the Napa County Housing Commission, and is a former Planning Commissioner for the City of Napa.



**Elmer Manaid** was appointed to the Mental Health Board in July 2023 and the Behavioral Health Board in March 2024. He has over 20 years of experience as a Psychiatric Nurse working directly with people with mental and developmental disabilities under different capacities for the CA Department of Developmental Services and the CA Department of State Hospitals. Mr. Manaid currently works as an Independent Contractor for the State of California providing residential supports to developmentally disabled adults. As an immigrant of Filipino descent, he hopes to contribute meaningful insights regarding the cultural aspects related to behavioral health outreach and treatment.



**Rose Sheehan** was appointed to the Mental Health Board in November 2023 and the Behavioral Health Board in March 2024. She grew up in a military family and lived in both domestic and international locations. Ms. Sheehan holds a BS degree in engineering from The College of New Jersey, a Masters Degree in Corporate Management/International Business from Golden Gate University and recently graduated from the CSU East Bay Nonprofit Management Program. Ms. Sheehan previously worked in the Biotech/ Pharmaceutical industries leading teams in developing lifesaving products and therapies. Currently, she produces and hosts programs and content focused on government, business, and community issues for local public access stations and other media.



**Victoria Spencer** was appointed to the Mental Health Board in July 2023 and the Behavioral Health Board in March 2024. She earned a BA in international human rights at Hamline University in St. Paul, Minnesota, and a JD from William Mitchell College of Law also in St. Paul, Minnesota. Ms. Spencer has a deep passion for advocating for those in need of mental and behavioral health services based upon her personal experience of growing up with an LGBTQ+ sibling who developed severe mental health issues, alcohol and substance addiction after many years of bullying. She is a consumer of mental health services after being a survivor of domestic. Ms. Spencer believes no one is untouched by behavioral health issues and serves on the Board to ensure everyone in need has access to appropriate care.



**Orion Taraban** was appointed to the Mental Health Board in 2022 and the Behavioral Health Board in 2024 and currently serves on the Executive Committee. Dr. Taraban earned his master's degree and doctorate in clinical psychology from the California School of Professional Psychology. He is a licensed psychologist, has served on the faculties of psychology departments in the Bay Area, and has widely published in several academic journals. In his private practice, Dr. Taraban works with adults and adolescent boys, specializing in men's mental health. Dr. Taraban is the creator of PsychHacks, a short-form podcast inspired by his clinical practice, available on all major distribution platforms.



## Acknowledgements

Witness Program Thank you to Cassandra Eslami, Behavioral Health Director, to Sandra Null, Senior Office Assistant, and to the entire Behavioral Health Division Staff and supporting agencies.

Thanks also to guest speakers, community partners, and community members for information and support this year:

Coach Bailie, Program Director, LGBTQ Connection  
Steven Boyd, Progress Foundation  
Jean Cramer, Serenity Homes of Napa Valley  
Jason Farrell, Serenity Homes of Napa Valley  
Tracy Lamb, Executive Director, NEWS - Domestic Violence & Sexual Abuse Services  
Roxana Plancarte, NVUSD Wellness Program  
Dr. Monica Ready, Assistant Superintendent of Instructional Support Services  
Oliver Rosenberg, COO, Downey Community Health Center  
Jessica Solano, Courage Center  
Jennifer Stewart, Executive Director, Napa Valley Education Foundation  
Michele Farhat, Executive Director, Monarch Justice Center

### Napa County Health & Human Services Behavioral Health Division Staff:

Felix Bedolla, MHS Project Manager  
Erica Basulto, Supervising Office Assistant  
Valerie Cahill, Behavioral Health Manager  
Nathan Hobbs, Assistant Deputy Director of Behavioral Health  
Daisy Ilano, MD, Psychiatry  
Lynette Lawrence, Provider Services Coordinator  
Ariel Quijas, Secretary-Behavioral Health  
Brian Roy, CARE Act Supervisor  
Marlo Simmons, Assistant Deputy Director of Behavioral Health  
Chelsea Stoner, Assistant Deputy Director of Behavioral Health  
Tracy Ulitin, ADS Network Supervisor-Residential Coordinator

### Napa County Health & Human Services Staff:

Kimberly Danner, Chief Fiscal Officer, Health & Human Services Agency  
Jennifer Yasumoto, Agency Director, Health & Human Services Agency

### Other Napa County Staff:

Erin Harper, District Attorney's Victim  
Dell Pratt, Napa County Veterans Services Officer  
Kate Susemihl, Napa County Deputy District Attorney

***Thank you to everyone in the community who works to provide the best behavioral health care system possible to the children and adults of Napa County!***



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1739

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

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### **RECOMMENDATION**

Discuss and provide direction to staff regarding the consolidation of all local countywide elections to the Presidential election cycle, moving the elections of the positions of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector from the gubernatorial election cycle (next slated for June 2, 2026 [primary election], and November 5, 2025 [general election]) to the presidential election cycle (next slated for March 7, 2028 [primary election], and November 7, 2028 [general election]), thereby extending the terms of those offices one time by two years from expiring on January 5, 2027, to expiring on January 2, 2029. (No Fiscal Impact)

### **BACKGROUND**

This matter is before the Board on referral to the CEO at the Board's September 16, 2025 special meeting. In 2022, the Legislature and Governor amended California's Elections Code Section 1300 (Stats. 2022, Ch. 743) to require that elections for Sheriff and DA be held during the presidential election cycle. The new law additionally authorized local Boards of Supervisors to move the elections for Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector from their current gubernatorial election cycle to the presidential election cycle (Elections Code Section 1300(b)(2)).

At the time, the author of the bill argued that "county officers should be elected in presidential election years rather than gubernatorial election years because presidential elections tend to have higher and more representative turnout," so "electing county officers in presidential election years will promote political equality and enhanced citizen participation." (Heidom, Nicolas, Legislative Analyst's Office, Senate Committee on Elections and Constitutional Amendments Analysis of AB 759 (McCarty), prepared for 6/28/21 hearing). The Legislative Analyst's Office (LAO) noted that "it is generally true that voter participation in presidential elections in California exceeds voter participation in gubernatorial elections. Over the last eight election cycles, from 2006 through 2020, voter turnout as a percentage of eligible voters has averaged 23.5% in gubernatorial





# Napa County

## Board Agenda Letter

1195 THIRD STREET  
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Main: (707) 253-4580

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1618

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**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

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### **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 the 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 and parts of unincorporated Napa County.

In January of 2023, 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. The District Board is working with the County of Napa and the City of American Canyon to implement this fee for properties within its jurisdiction and either the District or the County.

In July of 2023, Napa County 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 1.3%, as published by the United State Bureau of Labor Statistics.

Adopting this resolution will adjust the Fire Capital Facilities Fees by one-cent (\$0.01), adjusting from one dollar and two cents (\$1.02) per square foot to one dollar and three cents (\$1.03) 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 two cents (\$1.02) per square foot to one dollar and three cents (\$1.03) 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 1.3% CPI adjustment to the Fire Capital Facilities Fee will result in the fee adjustment of one cent (\$0.01) from one dollar and two cents (\$1.02) per square foot to one dollar and three cents (\$1.03) per square foot.
Consequences if not approved:	The District will not receive the 1.3% 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.

**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, subs. (b)(2) and (b)(4), and is otherwise exempt under the common sense exemption section 15061, subd. (b)(3).

**RESOLUTION NO. 2025-\_\_\_\_\_**

**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 Meeting, the 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 Board resolved to collaborate with the County of Napa and the City of American Canyon to implement this fee for properties within both the District and the County; and

**WHEREAS**, on July 18, 2023, Napa County adopted Resolution 2023-96, which stipulates 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**, the CPI for the San Francisco/Oakland/San Jose area has increased by 1.3% for the twelve-month period ending April 2025; and

**WHEREAS**, it is recommended that the Fire Capital Facilities Fee for all new construction and new development, which is intended to fund fire protection services, be adjusted by the cost of living increase of 1.3%; and

**WHEREAS**, the fiscal impact of applying the 1.3% 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, subd. (b); and

**WHEREAS**, 10 days advance notice of the public hearing at which this Resolution was adopted was given by publication in accordance with Government Code section 65090; and

**NOW, THEREFORE, BE IT RESOLVED** that the Napa County Board of Supervisors hereby approve the adjustment of the Fire Capital Facilities Fee for all new construction and new development to one dollar and two cents (\$1.03) per square foot, effective July 1, 2025, in accordance with the 1.3% CPI increase.

**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 October 2025 by the following vote:

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

\_\_\_\_\_

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

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

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>October 8, 2025</u> [PL No. 140371]</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <hr/> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# 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 3<sup>rd</sup> 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.

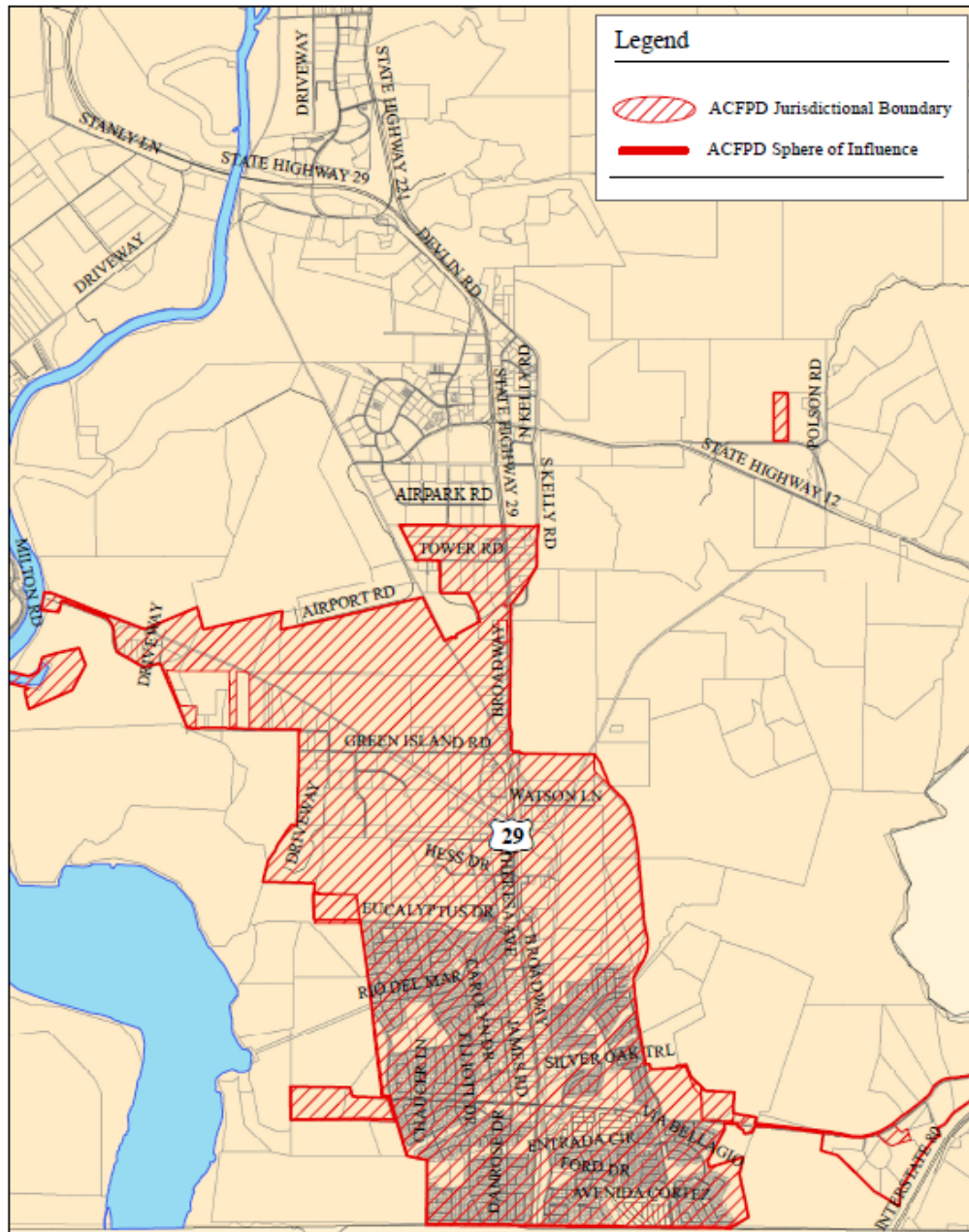
Ultimately, this study will demonstrate the need for an adjustment to the development impact fee due to the increasing amount of development within the District’s boundaries and the rapidly increasing cost of building public facilities.

## 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,

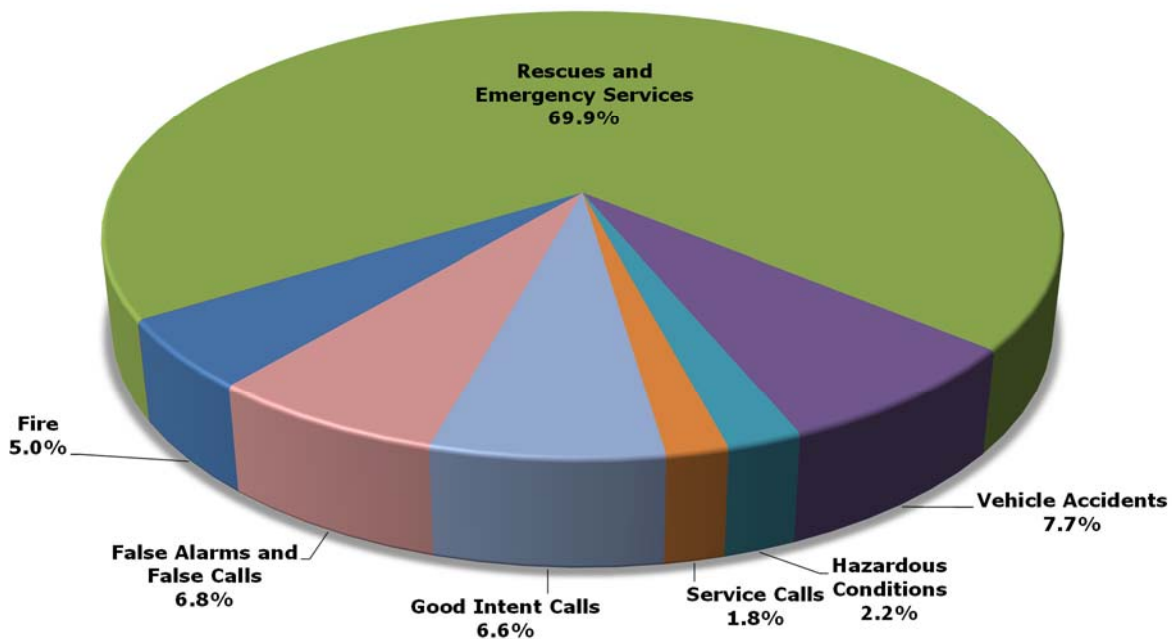
commercial and industrial buildings, rural areas, as well as a portion of Highway 29. The District covers 15 square miles and serves a population of approximately 22,300 people.

### 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  
**Over the Past 5 Years the District Received 7,685 Service Calls**



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
<b>Total</b>			<b>\$8,034,422</b>

*Source: American Canyon Fire Protection District*

### Vehicles and Capital Equipment

The District’s equipment inventory is shown in **Table 4**, 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
Thermal Imaging	\$59,644
<b>Total</b>	<b>\$598,868</b>

*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 Trailer	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
<b>Total</b>		<b>\$5,630,500</b>

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
<b>Total Non-Residential Square Footage</b>	<b>3,773,416</b>

*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
<b>Total</b>	<b>\$14,263,790</b>

### 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
<b>Apparatus and Vehicles</b>	
Ladder Truck	\$2,000,000
<b>Total Apparatus and Vehicle Estimated Costs</b>	<b>\$2,000,000</b>
<b>Equipment</b>	
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
<b>Total Equipment Estimated Costs</b>	<b>\$352,635</b>
<b>Total Apparatus, Vehicle and Equipment Needs Estimated Costs</b>	<b>\$2,352,635</b>

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
<b>Total Estimated Capital Impact</b>	<b>\$31,616,425</b>
Less Development Fee Balance	\$60,929
<b>Net Total Estimated Capital Impact</b>	<b>\$31,555,496</b>

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**

<b>Net Impact Fee Calculation</b>			
<b>Type Construction</b>	<b>Total Impact Fee</b>	<b>Less Voter-Approved Fee Credit</b>	<b>Net Impact Fee</b>
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.

**Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2021		2022		2023		2024		2025	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.5	1.6	1.4	5.2	1.8	5.3	1.5	2.4	1.8	2.7
April	1.7	3.8	1.5	5.0	0.4	4.2	1.8	3.8	0.4	1.3
June	0.0	3.2	1.7	6.8	0.5	2.9	-0.1	3.2		
August	0.5	3.7	-0.5	5.7	0.0	3.4	-0.5	2.7		
October	0.7	3.8	1.0	6.0	0.3	2.8	0.0	2.4		
December	0.8	4.2	-0.3	4.9	-0.4	2.6	-0.4	2.4		





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1436

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**TO:** Board of Supervisors  
**FROM:** Brian D. Bordona, Director of Planning, Building, and Environmental Services  
**REPORT BY:** Dana Morrison, Supervising Planner - Conservation  
**SUBJECT:** Status of the Watershed Information and Conservation Council

### **RECOMMENDATION**

Receive a presentation on the status of the Watershed Information and Conservation Council, direct Staff to re-envision the role of the WICC and return with recommendations for discussion and direction. (No Fiscal Impact)

### **BACKGROUND**

In 1990, the San Francisco Bay Regional Water Board listed the Napa River as impaired by sedimentation due to erosion and risks to salmon and steelhead habitat. In the early 2000s, it conducted studies to better understand sediment sources and other factors affecting these fish populations. In 2002, the Napa County Board of Supervisors (Board) passed Resolution No. 02-103, creating the Watershed Information and Conservation Council (WICC) to serve as an advisory committee to the Board. The WICC was created as a forum for Napa County stakeholders to address watershed concerns by analyzing data, guiding management and restoration, coordinating planning and land acquisition, and supporting outreach, education, monitoring, and data management.

Recently, low attendance among the 23 representatives has made it difficult to achieve a quorum, leading to canceled meetings or sessions limited to information sharing. The WICC meets quarterly and is comprised of the following representatives.

- two members of the BOS (2), and one alternate (1)
- one member of the Napa County Planning Commission (1)
- two members each from the City of Napa, City of American Canyon, City of St Helena, City of Calistoga, Town of Yountville (10)
- one member of the Napa County Land Trust (1)

- one member of the Napa County Resource Conservation District (1)
- one member of the Natural Resource Conservation Service (1)
- six members of the public at large (6)

The WICC was originally formed as an advisory council with a primary focus on watershed and fisheries health. Since its inception in 2002, there has been a more broad and comprehensive approach to watershed management, warranting consideration of forest and fuel management practices, groundwater, climate change leading to more intense precipitation events interspersed with longer dry periods and severe droughts, habitat connectivity, and an ongoing need to protect municipal watersheds and overall watershed resiliency. With the multitude of factors influencing watershed management efforts, there's both an opportunity and need to re-envision the role of the WICC and explore how it can continue to provide a strong and meaningful advisory role to the Board.

Recommendation:

Direct Staff to re-envision the role of the WICC and return with recommendations for discussion and direction, with WICC meetings temporarily paused in the interim.

Procedural Requirements:

1. Staff report
2. Public comments
3. Discussion

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A review of the overall Council's scope and structure can better focus staff and other County resources to improve the experience for the public.
Is the general fund affected?	Yes
Future fiscal impact:	General Fund impact depends on decision made. WICC is currently funded from the General Fund. If combined with another committee, commission or council, or reformed then the current impact on the General Fund would remain the same. If the WICC is disbanded, then it will reduce time billed against the General Fund.
Consequences if not approved:	WICC will continue in its current formation.

**ENVIRONMENTAL IMPACT**

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



# Napa County

## Board Agenda Letter

1195 THIRD STREET  
SUITE 310  
NAPA, CA 94559  
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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1401

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop - Chief Executive Officer  
**REPORT BY:** Holly Dawson - Deputy CEO - Chief Communications Officer  
**SUBJECT:** Napa County Strategic Initiatives 2025-2030

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### **RECOMMENDATION**

Adopt the County's proposed Five-Year Strategic Initiatives (2025-2030). (No Fiscal Impact)

### **BACKGROUND**

The 2025-2030 Strategic Initiatives establish a clear framework to guide decision-making and align County departments with the Board's priorities and the community's needs over the next five years. Each department will develop implementation plans to advance the goals set forth in the plan, and progress will be tracked through annual performance indicators and reflected in the County's budget process-ensuring accountability and integration into daily operations.

To ensure the plan reflects the values and priorities of Napa County residents, businesses, and employees, the County conducted an extensive and inclusive outreach process. J. Wallin Opinion Research administered a statistically valid bilingual survey between May 2 and June 23, 2025, interviewing 1,489 respondents. A survey of this size yields a margin of error of +/-2.5% at the 95th percentile confidence interval, providing a strong, data-driven foundation for the plan. Nearly 1,000 additional individuals participated in an open community survey, and 338 employees shared their perspectives, with some represented in the J. Wallin sample and the remainder through the open survey.

Outreach included bilingual advertising on local radio and buses, more than 2,500 postcards distributed countywide, a full-page ad in Napa Valley Marketplace, and widespread promotion through County media channels, local chambers, nonprofits, and community partners.

Based on this robust engagement, the plan identifies four strategic initiatives: Build Healthy, Connected Communities; Champion Environmental Sustainability and Resilience; Preserve Napa County's Agricultural





# 2025-2030 STRATEGIC INITIATIVES

*Strategic Initiatives provide a clear framework for goals that guide decision-making and align County departments with the Board of Supervisors' priorities and community needs over the next five years. Each department will develop implementation plans to advance these goals, with progress tracked through annual performance indicators and reflected in the County's annual budget process.*

## Our Guiding Values

- **Inclusivity & Community:** We embrace diversity, ensure all voices are heard, and prioritize the well-being and economic vitality of individuals and local businesses.
- **Integrity & Collaboration:** We act with honesty and accountability, working together to achieve shared goals.
- **Stewardship & Resilience:** We manage resources responsibly, protect the environment, and prepare for challenges with strength and flexibility.
- **Compassion & Access:** We meet people where they are, ensuring fair access to services that support health and well-being.
- **Innovation & Learning:** We encourage creativity, data-informed decisions, and continuous improvement.

## Our Vision in Action

Together, we build vibrant, inclusive communities where every person belongs and thrives, through compassionate services, strong roots in our agricultural legacy, and shared commitment to protecting our environment for future generations.

## Build Healthy, Connected Communities

We will foster inclusive, connected, and responsive communities by advancing livability, mobility, and accessibility—creating welcoming, opportunity-rich places that adapt to the evolving needs of all people, especially those most vulnerable.

- Promote affordable, safe, and healthy neighborhoods and vibrant community and public spaces that foster a strong sense of place and belonging, while prioritizing housing stability and access.
- Build and maintain safe, sustainable, and connected transportation systems with reliable infrastructure—including roads and trails—to keep communities connected and future ready.
- Strengthen equitable access to core services and opportunities that protect health, safety, and wellbeing for all people.

## Champion Environmental Sustainability and Resilience

We will take decisive action, integrate climate resilience into decision-making, and protect natural resources to build a sustainable, healthy future for our community.

- Implement strategic, data-informed initiatives to reduce emissions, cut waste, support clean energy, and protect natural resources.
- Lead proactive strategies to reduce the risk and impacts of natural and manmade disasters, strengthening public safety through preparedness, education, and infrastructure.
- Secure long-term, reliable, and equitable water access for residential, agricultural, and environmental uses through conservation, infrastructure, and innovation.
- Sustain and restore natural habitats and wildlife through science-based stewardship that connects people to Napa County's diverse ecosystems.

## Preserve Napa County's Agricultural Legacy

We will safeguard the Agricultural Preserve and shape land use policies that sustain Napa County's agricultural economy—balancing economic vitality, rural character, and environmental responsibility.

- Support and sustain the vitality and identity of Napa County's wine and agricultural industries through balanced regulation and thoughtful land use policies.
- Steward agricultural lands by prioritizing land use choices that promote conservation, productivity, and long-term resilience.
- Strengthen, celebrate, and protect Napa County's agricultural legacy as the foundation of our shared identity and way of life.

## Elevate County Service and Workforce Excellence

We will cultivate a high-performing, accountable, and collaborative organization—grounded in stewardship, committed to improvement, and driven by inclusive engagement—that is flexible, diverse, and empowered to lead with integrity and impact.

- Practice transparent, efficient, and data-driven financial management that models public trust and accountability.
- Recruit and retain a skilled workforce that reflects our community and its values and that thrives through competitive compensation, strong support, and professional growth.
- Foster a mission-driven workplace culture that breaks down silos, supports collaboration, and develops future leaders.
- Promote open and compassionate communication that builds trust and invites collaboration and public participation.

October 14, 2025



Napa County  
Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 10/21/2025

**File ID #:** 25-1811

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, Chief Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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**RECOMMENDATION**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957)