

# Napa County

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



## Agenda

**Tuesday, August 5, 2025**

**9:00 AM**

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

### **Board of Supervisors**

*Joelle Gallagher, District 1*

*Liz Alessio, District 2*

*Anne Cottrell, District 3*

*Amber Manfree, District 4*

*Belia Ramos, District 5*

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

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

**GENERAL INFORMATION**

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

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

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

**ON A MATTER ON THE AGENDA**

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

**ON A MATTER NOT ON THE AGENDA**

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



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

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

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

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Remote 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](https://www.zoom.us/join) (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).
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) [25-234](#)

**4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS**

- A. Presentation of a Proclamation recognizing August 3 - 9 2025 as “Farmers Market Week” in Napa County. (No Fiscal Impact) [25-1306](#)

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

- B. Presentation of a Proclamation recognizing August 2025 as “Child Support Awareness Month” in Napa County. (No Fiscal Impact) [25-1377](#)

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

**5. CONSENT CALENDAR****Auditor-Controller**

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

**Attachments:** [Attachment A](#)

**Clerk of the Board**

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

**Attachments:** [July 29, 2025](#)

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

**Attachments:** [Alexander Crown Application](#)

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

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

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

**Lake Berryessa Resort Improvement District**

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

**Library**

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

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

**Napa County Housing Authority**

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

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

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

**Attachments:** [NCHA Donation Report FY25](#)

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

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

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

**Public Works**

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

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

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

**Attachments:** [Budget Summary](#)

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

**Attachments:** [Budget Summary](#)

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

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

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

**Sheriff**

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

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

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

**County Executive Office**

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

**Attachments:** [Agreement](#)  
[NVTC-VNV Contract](#)

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

- B. Receive a presentation on the introduction of a prohibition of new retail fossil fuel stations and restrictions to the expansion of retail fossil fuel stations with a request to provide direction to staff. (No Fiscal Impact) [25-1381](#)
- C. Receive a presentation on the Draft Napa Regional Climate Action and Adaptation Plan. (No Fiscal Impact) [25-1406](#)

**10. CLOSED SESSION**

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code [25-1422](#)  
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

**11. ADJOURNMENT**

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

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, AUGUST 1, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-234

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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)



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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1306

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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:** Proclamation recognizing August 3- 9, 2025 as Farmers Market Week

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### **RECOMMENDATION**

Presentation of a Proclamation recognizing August 3 - 9 2025 as “Farmers Market Week” in Napa County. (No Fiscal Impact)



# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## Napa County Farmers' Market Week – August 3-9, 2025

**WHEREAS**, 187 California farmers, food makers, and artisan crafters play a vital role in ensuring that thousands of Napa County residents have direct access to nutritious, locally and regionally grown foods and handcrafted goods through the California Certified Farmers' Markets in Calistoga, Napa, St. Helena, and Yountville; and

**WHEREAS**, farmers' markets nationwide provide critical infrastructure for the distribution of agricultural and value-added products, contributing approximately \$9 billion annually to the U.S. economy, and locally California Certified Farmers' Markets in Napa County welcomed over 200,000 customer visits in 2024; and

**WHEREAS**, California Certified Farmers' Markets in Napa County serve as significant outlets by which small-to-medium new, beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the stewardship of precious agricultural land; and

**WHEREAS**, Napa County recognizes the importance of the Calistoga, Long Meadow Ranch, Napa, St. Helena, and Yountville Farmers' Markets as organizations that stimulate local business development and job creation; build community connections through direct to-consumer relationships; assist and encourage the next generation of farmers and small business entrepreneurs; expand community awareness of agricultural diversity and sustainable and regenerative land management practices; and help to ensure that all Napa County residents have access to fresh and nutritious, locally produced food; and

**WHEREAS**, in strong partnerships with the Napa County Agricultural Commissioner's Office, Environmental Health Division, and Health and Human Services Agency, California Certified Farmers' Markets across Napa County are places community members can rely on to purchase locally grown produce and safely produced food; and

**WHEREAS**, the farmers' markets in Napa County are dedicated to doing their part to address local food insecurity and last year provided over \$200,000 in food assistance to increase equitable access to local food by our low-income neighbors; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that this Board of Supervisors, County of Napa, State of California, on this 5th day of August 2025, does hereby proclaim the week of August 3 -9, 2025, as **Napa County Farmers' Market Week**, in conjunction with the observance of National Farmers' Market Week. We call upon all Napa County residents to support the Calistoga, Long Meadow Ranch, Napa, St. Helena, and Yountville Farmers' Markets and their mission to support local farmers and provide inclusive places for the entire community to purchase farm-fresh produce, specialty foods, and artisan goods directly from the source.

\_\_\_\_\_  
Anne Cottrell, Chair

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Amber Manfree, Vice Chair

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Joelle Gallagher, District 1

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Liz Alessio, District 2

\_\_\_\_\_  
Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS





# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1377

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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:** Proclamation for Child Support Awareness Month- August 2025

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### **RECOMMENDATION**

Presentation of a Proclamation recognizing August 2025 as “Child Support Awareness Month” in Napa County.  
(No Fiscal Impact)



# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

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## Child Support Awareness Month – August 2025

**WHEREAS**, **Child Support Awareness Month** recognizes the critical role that parents play in providing both emotional and financial support essential to the well-being and development of their children, enabling them to grow into healthy, productive, and well-adjusted adults; and

**WHEREAS**, Napa County affirms that consistent, timely financial support from all parents not only fosters a child's physical and emotional health but also plays a key role in reducing child poverty and promoting long-term family stability; and

**WHEREAS**, Napa County Department of Child Support Services has consistently been ranked as one of the top performing child support agencies in the State of California based on the federal performance measures, delivering quality services to those who live, work, or have family in Napa County; and

**WHEREAS**, during the past year, the dedicated staff of Napa County Department of Child Support Services has collected well over \$10 million in child support, positively impacting the lives of over 2,400 families across the region; and

**WHEREAS**, the Governor of the State of California declared **August 2025** to be **Child Support Awareness Month** in the State of California, specifically mentioning that "providing children with a healthy start is one of the best investments our state can make."

**NOW, THEREFORE, BE IT PROCLAIMED**, that this Board of Supervisors, County of Napa, State of California, on this 5th day of August 2025, does hereby recognize **August 2025** as **Child Support Services Month** in Napa County, and in doing so, we encourage all members of the community to increase their understanding of the importance of timely and adequate payment of child support. Furthermore, this Board recognizes that every family, in all their diverse shapes and sizes, has different wants and needs, but that we all have the same shared goal of protecting and uplifting the generations of our future.

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Anne Cottrell, Chair

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Amber Manfree, Vice Chair

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Joelle Gallagher, District 1

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Liz Alessio, District 2

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Belia Ramos, District 5

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NAPA COUNTY BOARD OF SUPERVISORS





# Napa County

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1373

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**TO:** Board of Supervisors

**FROM:** Tracy A. Schulze - Auditor-Controller

**REPORT BY:** Jobina Toh - Assistant Auditor-Controller

**SUBJECT:** Authorization for the Auditor-Controller to process an Assessor Division assessment roll correction in excess of \$10,000,000 limit permitted under Resolution No. 2013-137 (Revenue and Taxation Code Section 4831 et seq.)

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### **RECOMMENDATION**

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

### **BACKGROUND**

Resolution No. 2013-137 authorizes the Auditor-Controller to perform, on behalf of the Board of Supervisors, corrections to the local assessment roll as set forth in Section 4831 et seq. of the Revenue and Taxation Code where the amount of the correction does not exceed ten million (\$10,000,000) in assessed valuation.

NCCD Napa Valley Properties LLC timely filed the college exemption claim form on February 4, 2025 for the college housing built on land (Assessor Parcel 046-450-073-000) leased from Napa Community College. This housing development is exempt from property taxes under the college exemption set forth in California Constitution Article XIII Section 3(e). The exemption applies to two separate assessments: 860-003-807-000 for the possessory interest in the leased land, and 850-000-445-000 for the structural improvements which are owned by NCCD Napa Valley Properties LLC and therefore are assessed as improvements on leased land. The exemption was correctly applied to the possessory interest in the amount of \$6,892,650. Because of an Assessor Division clerical error, the college exemption was not applied to the structural improvements in the amount of \$47,873,000. The property owner has received a total tax bill for \$530,720.07.

The County Assessor has submitted a roll correction which will cancel the bill and relieve the owner of this debt. The assessed valuation of the exempted property exceeds the delegated authority of the Auditor-Controller, therefore must come before the Board of Supervisors for approval. The roll correction for APN 850-000-445-000 covers the tax year 2025-26 and will offset the tax bill with the college exemption.

Attachment A provides a breakdown of the exemption to the affected taxing jurisdictions. It should be noted that this correction is for a 2025-26 tax bill, and the 2025-26 AB8 allocation factors are not yet calculated,

therefore the figures are estimated based on the prior year's AB8 allocation factors. In addition to the 1% ad valorem taxes (\$478,730.00), this correction also will result in a reduced collection for payments on Napa Valley Unified School District and College bond debt (\$44,809.12), and the Direct Assessment for the City of Napa Paramedic Tax (7,180.95), for a total bill cancellation of \$530,720.07.

Requested Action: Authorize the Auditor-Controller to process an Assessor Division assessment roll correction due to clerical error for exempt Napa Community College property with an assessed valuation of \$47,873,000.

### **FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	None, the exemption statues will continue into the future years as long as requirements are met.
Consequences if not approved:	Napa County Assessor is required to grant exemptions to qualified properties if they file an exemption claim by February 15 of each year. The Assessor would not be in compliance with State Law if the qualified exemption is not granted.

### **ENVIRONMENTAL IMPACT**

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

**County of Napa**  
**Revenue Adjustment Estimate (using AB8 Factors from prior year)**  
**NCCD Napa Valley Properties LLC**

<b>Tax Year</b>	<b>2025-26</b>
<b>Assessment</b>	<b>850-000-445-000</b>
<b>Total AV</b>	<b>\$ 47,873,000.00</b>
<b>1% Tax</b>	<b>\$ 478,730.00</b>

<b>Taxing Entity</b>	<b>2024-25</b>	<b>2025-26</b>
	<b>AB8 Factor</b>	<b>Assessed Value</b>
Napa County	0.176807	\$ 84,643.00
Fire Non-Structural	0.015569	7,453.00
Library County	0.020724	9,921.00
Fire Protection	0.014433	6,910.00
<b>County Subtotal</b>	<b>0.227533</b>	<b>108,927.00</b>
City Of Calistoga	0.004796	2,296.00
City Of Napa	0.056141	26,876.00
City Of St Helena	0.009809	4,696.00
Town Of Yountville	0.002618	1,253.00
City Of American Canyon	0.020847	9,980.00
<b>Cities/Town Subtotal</b>	<b>0.094211</b>	<b>45,101.00</b>
Lake Berryessa RID	0.000074	35.00
Napa Berryessa RID	0.000108	52.00
Monticello Cemetery	0.000063	30.00
Circle Oaks Water District	0.000077	37.00
Congress Valley Water District	0.000230	110.00
American Canyon Fire District	0.011110	5,319.00
Mosquito Abatement District	0.003653	1,749.00
Resource Conservation District	0.000894	428.00
Napa River Reclamation District	0.000061	29.00
Bay Area Air Quality Management	0.002757	1,320.00
<b>Special Districts Subtotal</b>	<b>0.019027</b>	<b>9,109.00</b>
Howell Mountain Elementary SD	0.003411	1,633.00
Pope Valley Elementary SD	0.003149	1,508.00
Fairfield-Suisun Unified SD	0.001396	668.00
Calistoga Unified SD	0.032999	15,798.00
Napa Valley Unified SD	0.308642	147,756.00
St Helena Unified School SD	0.075308	36,052.00
Napa Valley Community College	0.080994	38,774.00
Solano Co Office of Education	0.000056	27.00
Napa Co Office Of Education	0.030625	14,661.00
E R A F	0.122649	58,716.00
<b>School Districts Subtotal</b>	<b>0.659229</b>	<b>\$ 315,593.00</b>
<b>Total 1% Tax Distribution</b>	<b>1.00</b>	<b>\$ 478,730.00</b>

*Note: The actual reduction of revenues by taxing entity will be based on the AB8 factors established for 2025-26*

**School Debt Service on Bonds - 2025-26**

Napa Valley College Election 2002 Bond	9,000.12
Napa Valley Unified School District Election 2002 Bond	6,750.09
Napa Valley Unified School District Election 2006 Bond	29,058.91

**Direct Assessments - 2025-26**

City of Napa Paramedic Tax (1977)	7,180.95
	<b>51,990.07</b>

**Total Correction** **\$ 530,720.07**



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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-94

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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 July 29, 2025 regular meeting. (No Fiscal Impact)





## Meeting Minutes

### Napa County Board of Supervisors

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

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

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**Tuesday, July 29, 2025**

**9:00 AM**

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

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1. CALL TO ORDER; ROLL CALL

**Present: Chair 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

**Napa County Resident Eve Kahn led the assembly in the Pledge of Allegiance.**

3. PET OF THE WEEK

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

[25-233](#)

**Animal Shelter Supervisor Luis Ambriz presented the Pets of the Week (Ralphie and Chester).**

4. CONSENT CALENDAR

**Motion Text: Approve the Consent Calendar as amended.**

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

**Voting No: None**

**Recusals: None**

**Result: Passed**



## Auditor-Controller

- A. Approve and instruct the Clerk of the Board of Supervisors to file the Internal Audit Plan for Fiscal Year 2025-26 and accept the results of the Fiscal Year 2024-25 Internal Audit Plan. (No Fiscal Impact) [25-1301](#)
- B. Accept and file the quarterly report of cash and non-cash donations received for the quarter ended June 30, 2025 (Fiscal Impact: Increased Revenues, Discretionary). [25-1350](#)

## Clerk of the Board

- C. Approval of minutes from the July 22, 2025 regular meeting. (No Fiscal Impact) [25-93](#)

## County Executive Office

- D. Adopt a Resolution consolidating the Board of Supervisors' prior delegations of authority to departments to accept donations; and approve an update to the Auditor-Controller's procedure for the acceptance and disbursement of donations intended to reduce staff burden and make more efficient the Board's periodic consideration of donations. (No Fiscal Impact) [25-932](#)

**Item pulled for discussion. See Item 7.**

**Enactment No: R-2025-80**

- E. Approve and authorize Agreement No. 260063B with Allyant not to exceed \$125,000 for a term of August 1, 2025, to June 30, 2026, and \$60,000 annually for years two through five for digital accessibility compliance software. (Fiscal Impact: \$125,000 Expense; General Fund; Budgeted; Discretionary) [25-1275](#)

**Enactment No: A-260063B**

- F. Approve transmittal of the proposed response to the 2024-25 Grand Jury Report titled, "Behind the Curtain: Napa County Use Permit Process," to the Presiding Judge as prescribed by Section 933 of the Penal Code. (No Fiscal Impact, Mandatory) [25-1341](#)

**Item pulled for discussion. See Item 7.**

## County Fire Department

- G. Approve and authorize Amendment No. 3 to Agreement No. 180316B with the Town of Yountville for fire protection services increasing compensation from \$1,789,976 to \$1,847,975. (Fiscal Impact: \$59,999 Revenue; Fire Fund; Budgeted; Discretionary) [25-1332](#)

**Enactment No: A-180316B Amend. 3**

## Human Resources – Division of CEO’s Office

- H. Adopt a Resolution to approve a Side Letter Agreement dated June 30, 2025, with the Napa County Probation Professionals Association Supervisory and Non-Supervisory Units to update the definition of Probation Safety/Hazard Premium Pay to continue providing Probation Officers and Juvenile Hall Counselors with a 5% Premium Pay to be counted as pensionable pay, effective January 1, 2020. (No Fiscal Impact) [25-1314](#)

**Enactment No: R-2025-81**

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

- I. Approve and authorize Amendment No. 9 to Agreement No. 200281B with Tyler Technologies, Inc. for the implementation of Tyler’s utility module beginning July 1, 2025. (Fiscal Impact: \$54,740 Expense; Capital Project Fund; Budgeted; Discretionary) [25-905](#)

**Enactment No: A-200281B Amend. 9**

## Library

- J. Accept and file a report of annual donations received from Friends of the Library groups for Fiscal Year 2024-25. (Fiscal Impact, \$15,000 Revenue; Napa County Library Fund; Budgeted; Discretionary) [25-1318](#)

## Probation

- K. Approve and authorize Agreement No. 260076B with Sonoma County Probation Department to provide care and housing for court-ordered youth. (Fiscal Impact: \$240,000 Expense; General Fund; Budgeted; Mandatory). [25-1330](#)

**Enactment No: A-260076B**

## 5. PUBLIC COMMENT

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

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

**Vice-Chair Amber Manfree responded to a public comment regarding the Baseline Data Report meeting dates and the guidelines on attending them.**

**Supervisor Liz Alessio alongside Vice-Chair Manfree, attended a recognition event for Students of Climate Action who are graduating from a local high school. Supervisor Alessio also attended a retirement event for Barbara Nemko, who she mentioned was California's longest-serving County Superintendent. Lastly, Supervisor Alessio mentioned her attendance at the Farm Bureau event, Crush MS Fundraiser, and a Mentis event.**

**Chair Anne Cottrell thanked Congressman Thompson who convened a group of local health care leaders at the Queen of the Valley Hospital to discuss H.R.1 and its impact. Chair Cottrell attended the retirement event for Barbara Nemko and presented a proclamation on behalf of the Napa County Board of Supervisors. Lastly Chair Cottrell mentioned her attendance at the Farm Bureau event.**

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

- 4D

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

**Deputy Auditor Controller Christine Hernandez made presentation.**

**Discussion held. Supervisors requested CEO direct staff to develop a board policy for assessing public contributions for infrastructure projects.**

**Motion Text: Adopt the Resolution.**

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

**Voting No: None**

**Recusals: None**

- 4F

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

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

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

**Discussion held.**

**Direction provided to staff. Supervisors requested CEO direct staff to agendize Grand Jury reports as administrative board items for presentation and discussion, to prepare a future board discussion for updating and maintaining the winery database, and to prepare a future board discussion for reinstating winery audit program in coordination with discussion to conclude the voluntary compliance program.**

**Motion Text: Bring the item back with recommended edits for further discussion.**

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

**Voting No: None**

**Recusals: None**

**Result: Passed**

## 8. ADMINISTRATIVE ITEMS

Assessor-Recorder-County Clerk

- A. Receive the 2025-26 Property Assessment Roll and discuss. (Fiscal Impact: Increased Revenue; Various Funds; Budgeted; Mandatory) [25-1378](#)

**Assessor-Recorder/County Clerk John Tuteur made presentation.**

**Discussion held.**

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

**Direction provided to staff.**

County Executive Office

- B. Adopt a Resolution approving the Napa County Artificial Intelligence (AI) Policy, which provides a framework for the legal, ethical, and responsible use of AI by County departments, employees, contractors, and vendors. (No Fiscal Impact) [25-1085](#)

**County Executive Office Digital Innovation Officer Meg Ragan made presentation.**

**Interim Chief Technology Officer Greg Bown made presentation.**

**Discussion held.**

**Direction provided to staff.**

## 9. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (2 matters) [25-1374](#)

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

## 10. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, AUGUST 5, 2025 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1408

---

**TO:** Board of Supervisors  
**FROM:** Neha Hoskins - Clerk of the Board  
**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board II  
**SUBJECT:** Reappointment to the Napa Valley Transportation Authority Citizen Advisory Committee

---

### **RECOMMENDATION**

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

### **BACKGROUND**

There is currently one vacancy on the Napa Valley Transportation Authority (NVTa) Citizen Advisory Committee (CAC) for a County of Napa representative due to term expiration. The County Executive Office advertised the vacancy and received one reappointment request from Alexander Crown, for a fourth term.

On December 16, 2015 Resolution No. 15-25 was adopted by the Napa County Transportation and Planning Agency, which transitioned the VINE Consumer Advisory Committee to the Napa Valley Transportation Authority (NVTa) Citizen Advisory Committee (CAC) and amended the advisory committee bylaws expanding the membership to include a member to represent the County of Napa. On February 17, 2016 Resolution No. 16-02 was adopted by the NVTa Board, effective January 2016, changing the meeting schedule language, and on July 20, 2016 Resolution No. 16-17 was adopted by the NVTa Board amending the CAC Bylaws to reflect a correction in agency name and in committee membership representation.

The purpose of the CAC is to address Napa Valley's growing congestion issues and to provide advice, comments and suggestions pertaining to plans, programs and projects administered by the NVTa and of interest to the citizens of Napa County. The functions of the CAC include, but are not limited to: 1) advise NVTa staff and Board on plans including, but not limited to, Countywide Transportation Plans, Short Range Transit Plans, Active Transportation Plans, and project specific plans; and 2) advise NVTa staff and Board on consumer issues related to the design of the Vine transit system and its ancillary systems/services, performance, policies,

marketing and communications.

The CAC consists of 19 members representing the following constituencies: one resident from Napa County and one resident from each of the cities of American Canyon, Napa, St. Helena, Calistoga, and the Town of Yountville; one member each representing Vintners, Agriculture, Hospitality, Environmental Interests, Senior Population, Students, Non-profit organization and/or Education Field, Active Transportation Interests, Low Income Housing Interests, the Paratransit Coordination Council, Health and Human Service Interests and/or Healthcare Field, and a Member at Large.

All members, while understanding that they may have been appointed by virtue of a particular position or interest they hold or represent, must also understand that they represent all the citizens of the community as CAC members.

Requested Action:

Reappoint Alexander Crown to the Napa Valley Transportation Authority Citizen Advisory Committee.

**FISCAL 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

July 1, 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

Alexander Crown



Re: **Napa Valley Transportation Authority Citizen Advisory Committee**

Dear Alexander:

You have been a valued member of the **Napa Valley Transportation Authority Citizen Advisory Committee** representing **Napa County**. The term of your position will expire July 17, 2025. If you wish to request reappointment for a 2-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa Valley Transportation Authority Citizen Advisory Committee** for the term commencing immediately and expiring July 17, 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 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 boxes above, sign and date on the lines below and return this letter to the County Executive Office by mail or email **no later than 5:00 PM on Friday, July 18, 2025**.

*Alexander Crown*

SIGNATURE

July 25, 2025

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 Valley Transportation Authority (NVTa) Citizen Advisory Committee (CAC): Submitted

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

Citizen

---

**Profile**

Alexander

First Name

Crown

Last Name

Middle  
Initial

Email Address

Home Address

Suite or Apt

Napa

City

CA

State

94558

Postal Code

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

☒ District 2

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

Primary Phone

Onyx Renewables  
Employer

VP  
Job Title

Renewable Energy finance  
Occupation

## Education/Experience

---

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

---

---

## 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.**

---

---

## Community Participation

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

---

Continuing my service to the NVTa by being a part of the CAC

**Nature of activity and community location**

---

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

---

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

---

---

## Electronic Signature Agreement

**I meet the criteria required to serve in this position.**

---

☒ Yes ☐ No

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

---

☒ Yes ☐ No

**Please Agree with the Following Statement**

---

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

---

☒ I Agree

**Electronic Signature (First M. Last)**

---

Alexander E Crown

**Date**

---

07/25/2025



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1346

---

**TO:** Board of Supervisors  
**FROM:** Greg Bown, Interim Chief Technology Officer - Information Technology Services  
**REPORT BY:** Elena Guzmán, Staff Service Analyst II  
**SUBJECT:** Agreement No. 260082B with AMS for Cisco Flex Plan Subscription

---

### **RECOMMENDATION**

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

### **BACKGROUND**

AMS.NET is the vendor the County uses for its telephony software licenses, annual technical support, and Cisco Voice Over Internet Protocol (VoIP) telephone system. The County telephone system has over 1,600 devices and it has become a critical communication system in certain departments operating 24-hours per day, 7 days a week. AMS.NET is a Cisco authorized vendor of the Cisco software licenses.

The Cisco Flex Plan Subscription is the license the County uses for its telephone system, including phones, voicemail, and active directory. It allows access to physical phones and voicemail synchronization to County email.

The total cost for the Cisco Flex Plan Subscription is \$446,940, which will be invoiced annually, with a five-year term. Due to the length of term and total cost, Board approval is required.

### **Requested Action:**

Approve and authorize Agreement No. 260082B with AMS.NET and waiver of competitive bidding requirement and sole source award for the purchase of the Cisco Flex Plan Subscription in the amount of

\$446,940, invoiced annually at \$89,388 for the term of August 1, 2025 through August 1, 2030.

**FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services (ITS), Fund 4200, Subdivision 42000-12 Telephony.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The license is integral to the County's phone infrastructure and daily operations.
Is the general fund affected?	No
Future fiscal impact:	The cost will continue to be budgeted in ITS' Communications Telephony subdivision and built into the Cost Allocation Plan.
Consequences if not approved:	If not approved, the County's phone system will not be supported, locking phone system and severely compromising daily operations.

**ENVIRONMENTAL IMPACT**

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



# Technology Solution Quotation

**CISCO FLEX PLAN SUBSCRIPTION AGREEMENT:**  
Cisco FLEX 25-30

**Napa County Agreement No. 260082B**  
Quote #Q-00083377  
PL No. 135433



## Table of Contents

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## Executive Summary

### Introduction

At MGT, 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 align with Napa County's dedication to delivering communication and productivity tools through a reliable subscription model. MGT provides a range of communication solutions designed to empower organizations with technology, enhancing both their communication capabilities and the communities they 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.





## Overview

Cloud services offered include: Webex Cloud Calling, Webex Teams, Webex Teams File Storage, Cloud Video Device Registration (*including Webex Board*), Webex Hybrid Services and Webex Meetings.

In an on-premised deployment, Cisco offers: Webex Teams, Webex Teams File Storage, Cloud Video Device Registration, Webex Hybrid Services and Webex Meetings, Cisco Unified Communications Manager, Cisco Unity Connections, Cisco Emergency Responder, Cisco Expressway, Cisco Jabber, Cisco Unified Attendant Consoles, and Common Area Device License.

*Please refer to Customer Price Quote and chart below for the features included in your contract.*

### Cisco Collaboration Flex Plan Features:

Features Included in Collaboration Flex	Cloud	On-Premise
Cloud Calling	-	-
Webex Teams	-	-
Webex Meetings	-	-
Webex Teams File Storage	20GB	-
Cloud Video Device Registration	✓	-
Webex Hybrid Services	✓	-
Cisco Unified Communications Manager	-	✓
Cisco Unity Connections	-	✓
Cisco Emergency Responder	-	✓
Cisco Expressway	-	✓
Cisco Jabber	-	✓
Cisco Unified Attendant Consoles	-	With EA
Common Area Device License	-	With EA



## Billing Information

AMS.NET, LLC. D/B/A MGT Impact Solutions will invoice against the contract once Purchase order is received and processed by AMS.NET, LLC. D/B/A MGT Impact Solutions. Failure to pay invoices may lead to cancellation of manufacturer subscription and early termination penalty.

### SaaS Contract Cost Summary:

Contract Term	5 Year	Monthly Total	\$7,449.00
Billing Term	Annual	Annual Total	\$89,388.00
		Total Contract	\$446,940.00

***Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. Your invoice will reflect the additional usage. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to Renewals, at [renewal@ams.net](mailto:renewal@ams.net). 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. D/B/A MGT Impact Solutions will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET, LLC. D/B/A MGT Impact Solutions 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 [renewal@ams.net](mailto:renewal@ams.net), in writing 45-days prior to the end-of-term. AMS.NET, LLC. D/B/A MGT Impact Solutions 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. D/B/A MGT Impact Solutions, Renewals at [renewal@ams.net](mailto:renewal@ams.net), in writing 45-days prior to the end-of-term to avoid cancellation.



## Customer Responsibilities

- Customer must provide minimum 10MB internet connection, with access to Cisco Webex Cloud
- Customer must allow Cisco Webex traffic through firewall
- Customer must provide hardware/VMWare environment for all on-premise applications
- Customer is responsible for PSTN access
  - Cloud deployments must use one of Cisco Preferred Partners
  - On-premise PSTN access supports SIP, PRI and Analog Integrations
- Customer responsible for updating E911 information
- Customer responsible for proper network configuration to support VoIP including but not limited to: QoS, VLAN, routing, etc.
- Customer responsible for any certificates that may be required

AMS.NET, LLC. D/B/A MGT Impact Solutions is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items.



Customer Price Quote Q-00083377

Customer

Napa County  
Purchasing 1195 Third Street, Suite 101  
Napa CA, 94559 US  
ATTN: Casey Wightman

Estimated Contract Start 7/13/2025  
Estimated Contract Expiration 7/12/2030  
Contract Term 5 Year  
Billing Term Annual  
Modified 4/24/2025  
Account Mgr. Dave Zieker  
AM Phone (925) 245-6160  
AM Email dzieker@mgt.us  
Inside Account Mgr. Mike Bruington  
IAM Phone (925) 245-6165  
IAM Email mbruington@mgt.us

Quote Description

Cisco FLEX 25-30

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	A-FLEX-EAPL EntW On-Premises Calling	1300	5 Year	\$5.73	60	\$446,940.00

Order Summary

Monthly Total	\$7,449.00
Contract Total	\$446,940.00





Sign and return this page to your account manager to accept this proposal for Cisco Flex Plan Subscription.

I, the undersigned ("Customer"), hereby accept this Proposal for SaaS Services(s) as detailed in the quote number Q-00083377. I also agree to the following:

Terms and Conditions

Payment Conditions

☐

**Yes**, Customer chooses to purchase SaaS services from AMS.NET, LLC. D/B/A MGT Impact Solutions. 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	Unit Price	Qty Months	Extended Price
A-FLEX-EAPL EntW On-Premises Calling	1300	5 Year	\$5.73	60	\$446,940.00
Monthly Total					\$7,449.00
Annual Total					\$89,388.00
Contract Total					\$446,940.00



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. D/B/A MGT Impact Solutions

Signed by:

Signature

*Diana Monaghan*

3232E6663BAC45D...

Name

Diana Monaghan

Title

Secretary

Date

7/28/2025

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	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Ryan Fitzgerald (e-sign)</u> Deputy County Counsel	Processed by: _____ Deputy Clerk of the Board	By: _____
Date: <u>July 25, 2025</u>	Date: _____	

1. AMS.NET, LLC. D/B/A MGT Impact Solutions will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.

2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.

3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.

4. The laws of the State of California will apply to this sale.

5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.

6. Cisco Cloud services purchased from AMS.NET, LLC. D/B/A MGT Impact Solutions requires the customer to accept Cisco's Universal Cloud Agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (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. D/B/A MGT Impact Solutions will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET, LLC. D/B/A MGT 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 [renewal@ams.net](mailto:renewal@ams.net), within 45-days of the end of the initial term. AMS.NET, LLC. D/B/A MGT Impact Solutions 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. D/B/A MGT Impact Solutions, Renewals at [renewal@ams.net](mailto:renewal@ams.net), in writing 45-days prior to the end-of-term to avoid cancellation.

AMS.NET, LLC. D/B/A MGT Impact Solutions  
Tax ID: 94-3291626  
C7 License: 763508





## Offer Description for Cisco Collaboration Flex Plan

This Offer Description is for the Cisco Collaboration Flex Plan (the "Cisco Technology"). Capitalized terms, unless defined in this document, have the meaning in the EULA or General Terms found at [https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end\\_user\\_license\\_agreement.html](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html), or similar terms existing between You and Cisco (the "Agreement"). For clarity, Product Descriptions like this have historically been named either Offer Descriptions or Supplemental End User License Agreements. References to those documents in the Agreement should be interpreted as a reference to this Product Description.

### 1. Description

#### 1.1 Cisco Collaboration Flex Plan

A Cisco Collaboration Flex Plan subscription allows You to flexibly deploy various Cisco Technology for Cisco- hosted ("Cloud Service(s)"), on-premises or partner-hosted deployments. Cloud Services offered in the plan include the following:

- Webex Meetings;
- Webex Calling;
- Unified Communications Manager Cloud;
- Webex App;
- Webex Webinars (formerly Webex Events);
- Webex Video Integration for Microsoft Teams;
- Webex for Government
- Unified Communications Manager Cloud for Government.

In an on-premises or partner-hosted deployment (which includes the Webex App Cloud Service), Cisco may offer the following Software:

- Cisco Meeting Server;
- Cisco Unified Communications Manager (UCM); and
- HCS.

#### 1.2 Cisco Collaboration Flex Plan for Education

The Cisco Technology is offered to education Users, as described in Exhibit A.

#### 1.3 Cisco Collaboration Flex Plan for FedRAMP Certified Services

Webex for Government and UCM Cloud for Government are certified by FedRAMP, as described in Exhibit B, Section 2.1.



#### 1.4 Cisco Webex Production Assist

Cisco offers the Production Assist Services to Webex Users as described in Exhibit C.

#### 1.5 Extended Security Pack

The Extended Security Pack standalone offer includes access to Cloudlock for Webex. Please see the [Cloudlock Offer Description](#) for information related to Cloudlock. The Extended Security Pack with Duo Multi-Factor Authentication (MFA) bundle includes access to both Cloudlock and MFA authentication for Webex. This Duo feature-functionality is limited to basic MFA and single sign-on (SSO) for unlimited applications. Please see the [Duo Offer Description](#) for information related to Duo Security.

#### 1.6 Webex Video Integration for Microsoft Teams

Cisco offers the Webex Video Integration for Microsoft Teams as described in its Offer Description [here](#).

## 2. License Model Terms

The Cisco Technology may be available in multiple license models, as described below. You have the flexibility to change Your license model from: (a) Named User to Active User or Enterprise Agreement or (b) Active User to Enterprise Agreement. You may not change Your subscription from Enterprise Agreement to any other license model.

#### 2.1 Named User

Your payment obligation and right to use the Cisco Technology is based on the number of Named Users on Your order, regardless of usage. If the number of Named Users who access the Cloud Services and Software exceed the number of Named Users on Your order, Your payment obligation will increase to reflect the additional Named Users. Billing reconciliation may occur at any time after You exceed the number of Named Users on Your order.

A “**Named User**” is an employee or contractor given access to the Cloud Services and Software. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

#### 2.2 Active User

The **Active User** license model provides your entire organization with access to Flex Plan Meetings. Your payment obligation is based on a minimum quantity of Active Users (“**AU Minimum**”) that may increase during the Usage Term as Your organization grows or Your usage of Meetings increases. Your initial total Meetings Entitlement is determined by the number of Knowledge Workers on your initial order. Your order must reflect at least 250 Knowledge Workers or 40 Active Users for You to be eligible to participate in the Active User license model. Each Active User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor.

At the beginning of the Usage Term, your AU Minimum will be determined as follows:

- If You are purchasing under a legacy AU license model, Your AU Minimum will be the greater of 40 Active Users or 15% of Your Knowledge Workers. If You are purchasing under a then-current AU license model, Your AU Minimum will be 40 Active Users.
- If you are migrating from an existing subscription, You will retain the number of Active Users associated with Your existing subscription, and Your AU Minimum will be equal to such number.
- Your AU Minimum may be adjusted if the following occurs during the first year of Your subscription:
  - If the peak number of Active Users exceeds five times (5X) Your initial AU Minimum at any time, then Your AU Minimum is subject to an immediate reset such that it would equal the actual number of peak Active Users.
  - Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users – this process

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is called a **“True Forward”**. If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Usage Term. Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation. A True Forward will never result in a reduction of Your Active User count.

### 2.3 Enterprise Agreement

The Collab Flex Enterprise Agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which require Your acknowledgement when You place Your order. See those terms for your Usage Rights.

### 2.4 Shared Meetings

Your payment obligation and right to use the Cisco Technology is based on the Concurrent Meetings Cap on Your order. You may host an unlimited number of meetings during Your Usage Term, as long as You do not exceed the Concurrent Meetings Cap.

- If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process in this Section.
- You must purchase a Concurrent Meetings Cap of at least one but no more than 25 combined cloud and on-premises meetings.
- No more than 250 of Your employees may be given access to Your cloud meetings.

A **“True Forward”** under this Section is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your order. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your Usage Term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your Usage Term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will not reduce Your Concurrent Meetings Cap.

### 2.5 Definitions

The defined terms used in this Section 2 mean the following:

**“Knowledge Workers”** means Your employees and contractors who use computing or communications devices capable of running the Cisco Technology as part of their duties performed on Your behalf.

**“Deployed Knowledge Worker”** means a Knowledge Worker who has a profile configured within the installed Cisco Technology provisioning platform and associates that profile with the applicable desk phone, any Jabber client, any Webex app client, mobile phone, video Device, or personal computing Device, as applicable.

**“Active User”** means a Knowledge Worker who accesses the Cisco Technology and initiated at least one Meeting.

**“Average Active Users”**, the average number of Active Users per month in months nine, ten, and eleven of the preceding year. For clarification, months nine (9), ten (10), and eleven (11) are based on the corresponding three (3) thirty-day periods.

**“Meeting”** is a meeting initiated: (a) in Webex Meetings, Webex App, or Cisco Meeting Server; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex app, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex app one-on-one space is not included as a Meeting.

**“Concurrent Meetings Cap”** is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously.

**“Peak Concurrent Meetings”** means the greatest number of meetings hosted simultaneously during the previous quarter of the Usage Term.



### 3. Data Protection

The applicable [Privacy Data Sheets](#) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You. For further detail on how Cisco processes, uses and protects all categories of data, please visit [Cisco's Security and Trust Center](#).

### 4. Accounts for Personal Use

If You create an account to use the Cisco Technology for personal use, Your employer's policies will not apply to the data that You share while using the Cisco Technology. However, if You use Your employer-issued email address and Your employer later purchases the Cisco Technology from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cisco Technology for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer's policies.

### 5. Supplemental Terms and Conditions

#### 5.1 Term

The initial Usage Term starts on the date any portion of the Cisco Technology is provisioned. Cisco will notify you when any portion of the Cisco Technology is ready for provisioning, at which point You must perform certain steps to begin using it. If You do not complete the provisioning steps, Cisco may automatically activate Your licenses and invoice You for usage based on that auto-activation date. You understand that such auto-activation will mark the start of the Initial Usage Term and You agree to pay for all usage from that date.

#### 5.2 Restrictions on Use by Minor Children

Generally, the Cisco Technology is not authorized for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children's Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) ("**Minor Children**"). Minor Children are not permitted to create an account to use the Cisco Technology, and You will not authorize Minor Children to access the Cisco Technology.

#### 5.3 Geographic Terms and Restrictions

In accordance with global telecommunications law and regulations, the Cisco Technology is currently available in the countries listed [here](#).

#### 5.4 Webex Calling Offer

Your use of Webex Calling Plans, Webex Calling, Webex for Government, Unified Communications Manager Cloud (UCM-C) or Unified Communications Manager Cloud for Government (UCM-G) may include additional legal requirements as set out in **Exhibit D**.

With regard to Webex Meetings, when Cisco includes dial-in numbers (toll and/or toll-free) and call back features, Cisco does not operate the underlying telecommunications facilities. Cisco obtains these capabilities from authorized operators and Cisco relies on the authorized operator for PSTN-related regulatory compliance.

#### 5.5 Cisco Webex Hybrid Services

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex ("**Hybrid Software**"). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your Authorized Third Parties and Users. You will replace or patch Hybrid Software as new releases become available. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction.

## 6. Support and Maintenance

The Cloud Service and Software include basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is provided by Cisco, Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email, and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor, and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

The below table outlines Cisco's response objectives for submitted cases based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section 6:

**"Response Time"** means the time between case submission in the case management system to support engineer contact.

**"Severity 1"** means the Cloud Service or Software is unavailable or down or there is a critical impact to a significant impact to Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

**"Severity 2"** means the Cloud Service or Software is degraded or significant aspects of Your business operation are negatively impacted by unacceptable software performance. You and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

**"Severity 3"** means the Cloud Service or Software is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

**"Severity 4"** means minor intermittent functionality or performance issue, or information is required on the Cloud Service or Software. There is little or no impact to Your business operation. You and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

**"Business Day"** means the generally accepted days of operation per week within the relevant region where the support will be performed, excluding local holidays as observed by Cisco.

**"Local Time"** means Central European Time for support provided in Europe, Middle East and Africa, Australia's Eastern Standard Time for support provided in Australia, Japan's Standard Time for support provided in Japan, and Pacific Standard Time for support provided in all other locations.

**"Standard Business Hours"** means 8am to 5pm Local Time (relative to the location of the Cisco TAC) on Business Days.



## Exhibit A: Offer Description Supplement for Education Users

### 1. Supplemental Terms and Conditions

The following paragraphs are included at the end of Section 3 of the Offer Description:

### 2. Education Users

Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy ("**Education User**").

### 3. Obligations with Respect to Minor Children

As between You and Cisco:

Education User is solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by Education User and Cisco in connection with the delivery of the Cisco Technology;

Education User will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

Education User will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.





## Exhibit B: Offer Description Supplement for FedRAMP Certified Cloud Services

### 1. Supplemental License Model Terms

Under the Active User licensing model, Your order must reflect the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) Your Average Active Users. **“Average Active Users”** means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year.

### 2. Supplemental Terms and Conditions

The following paragraphs are inserted at the end of Section 3 of the Offer Description:

#### 2.1 FedRAMP Certified Cloud Services

Both Webex for Government and Unified Communication Manager Cloud for Government, have been certified by the Federal Risk and Authorization Management Program (“FedRAMP”). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If You have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized. In addition, if You authorize Your Cisco Partner to access certain applications and exercise privileged operator rights on your behalf (e.g., the right to configure and manage Your organizations’ use of the Cloud Services in Your Control Hub), You hereby authorize Cisco to grant Your Cisco Partner such rights, and it is Your responsibility to ensure that Your Cisco Partner meets Your FedRAMP and other security requirements.

#### 2.2 Disclaimer of Cisco’s Liability Related to PSTN Traffic

When connecting to the Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible, and Cisco disclaims all liability for any such harm.



## Exhibit C: Offer Description Supplement for Webex Production Assist

### Supplemental Description

The following paragraph is inserted at the end of Section 1.4. of the Offer Description as pertains to Webex Production Assist Services:

The Webex Production Assist Services team provides services through an assigned Cisco resource to assist in the use of Cisco Technology to conduct Webex Meetings, Trainings, and Webex Webinars (formerly Webex Events). Cisco Production Assist Services may include Technical Monitoring Assist, Standard Assist, Premium Assist, Premium Plus Assist, Event Assist or Lifecycle Assist. Your personnel must be available during the course of the services. Each service is further described in the order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until the Webex Production Assist Services team sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Employees together with any applicable cancellation fees.



## Exhibit D: Cisco Calling Offers Supplement

This Supplement covers all uses of Cisco VoIP services, including the use of any device, system, network, or account in connection with Webex Calling, Cisco Calling Plans, Unified Communications Manager Cloud (UCM-C), and Unified Communications Manager Cloud for Government (UCM-G) (collectively, “Cisco Calling Offers”). It also covers the use of on-premise UCM.

### 1. PSTN Requirement & Disclaimer

To use Webex Calling, UCM-C, or UCM-G, You must purchase a public switched telephone network (“PSTN”) local, long-distance, emergency dialing, and direct- inward-dial service from either (1) a Cisco-approved third-party service provider or (2) Cisco as part of Cisco Calling Plans, to be combined with the Cisco Technology. When you purchase PSTN service from Cisco, the applicable Cisco Affiliate, including BroadSoft Adaption LLC in the United States and Canada, is the provider of the service.

### 2. Emergency Calling Policy

Emergency calling through Cisco Calling Offers operates differently than traditional emergency calling services. Cisco Calling Offers allow You to make or receive telephone calls over the Internet to or from the PSTN. Though Cisco Calling Offers are similar to traditional telephone services, the nature of voice-over-IP services creates unique limitations and circumstances for emergency calling.

When you deploy Webex Calling or UCM-C combined with PSTN, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. This includes if you obtain PSTN service from Cisco via Cisco Calling Plans.

If You obtain PSTN service from Cisco via Cisco Calling Plans, You are also responsible for informing Your Users of Cisco’s relevant policies (located in this Exhibit) and of the need to update their emergency response location if the User’s location changes or the User relocates the equipment used to access the Cisco-provided PSTN service. Please note that Cisco’s [Numbering Policy](#) applies to Cisco Calling Plans.

For Webex Calling users, text to emergency services (including 911 and 988) is not supported. Contact emergency services using another means.

#### 2.1 Registered Location

Because a voice-over-IP call can be made anywhere a User has an Internet connection, the caller’s telephone number will not necessarily correspond with the caller’s physical location. All customers must therefore provide Cisco with a “Registered Location” for each User when Cisco Calling Offers service is set up. The “**Registered Location**” is the street address where the Users will be using the service.

If You or Your Users move the equipment to a new location, You or Your Users must immediately update the Registered Location with the new physical location of the device in Your Control Hub. If the Registered Location is not updated, any emergency calls made from the device may be sent to the wrong emergency response center and will transmit incorrect location information to emergency responders, delaying emergency assistance to Your Users. Customers with multiple Users are responsible for ensuring that an accurate and up-to-date Registered Location is maintained for each User, and that their Users are aware of how the Registered Location can be changed. There may be a delay in making the updated Registered Location available for routing and to emergency call centers.

You are responsible for notifying, and You agree to notify, any User or potential Users of Your VoIP services of the nature and limitations of emergency calls on the VoIP services described in this Policy.

#### 2.2 Emergency Call Routing

Emergency calls will be handled differently than traditional phone service. When Your Users make an emergency call, Cisco and/or a third-party service provider will attempt to automatically route Your User’s call to the emergency call center corresponding to the Registered Location on Your or Your User’s account. If Your User’s call cannot be routed to the designated emergency call center, for example because Your User’s account does not contain a Registered Location, the call will be routed to a specialized call center, for which You may incur a fee. Your User may be required to provide a name, address, and telephone number to the specialized call center.

Cisco will attempt to automatically provide the emergency call center dispatcher or emergency service operator



with the name, Registered Location and telephone number associated with Your or Your User's account. It is possible that the dispatcher receiving the call may not be able to capture or retain this information. Therefore, when making an emergency call, callers should always immediately inform the dispatcher of their location (or the location of the emergency, if different). If callers are unable to speak, the dispatcher may not be able to locate You if Your location information is not up to date.

Callers should remain on any emergency call until told to disconnect by the dispatcher, as the dispatcher may not have the caller's number or contact information. If a caller is inadvertently disconnected, the caller should call back immediately.

For technical reasons, including network congestion, it is possible that an emergency call will produce a busy signal or will take longer to connect when compared with traditional emergency calls.

### 2.3 Service Limitations

Emergency calling will not work in certain circumstances:

- if the equipment You or Your Users use to make voice-over-IP calls fails or is not configured correctly;
- if You or Your Users are experiencing a power outage or an outage, suspension, or disconnection of Your Internet service; and
- if Your service has been terminated or suspended.

If You or Your Users are not comfortable with the limitations of emergency calls made using Cisco services, Cisco recommends that You or Your Users consider an alternate means for accessing traditional emergency calling services.

### 2.4 Disclaimer

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS MAY BE LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR AUTHORIZED USERS TO ALWAYS PROVIDE THEIR CURRENT LOCATION WHEN CALLING EMERGENCY SERVICES. IF YOUR BROADBAND CONNECTION, PSTN SERVICE, OR ELECTRICAL POWER FAILS OR IS TEMPORARILY SUSPENDED OR INTERRUPTED, OR ANY OTHER ISSUE INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CISCO TECHNOLOGY (INCLUDING EMERGENCY CALLS) WILL ALSO FAIL. CISCO WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM FAILURE OF YOUR NETWORK CONNECTIVITY.

The availability of certain features, such as transmission of an emergency response location or Your or Your User's telephone number, depends on factors outside of Cisco's control, including whether local emergency response centers support those features. Cisco disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by You to facilitate emergency response location or other address updates, and all other third parties involved in the provision of emergency response services. As permitted by applicable law, You hereby release, discharge, and hold harmless Cisco (including its directors, officers, employees, contractors, licensors, and agents) from and against any liability relating to or arising from (1) any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call, (2) Your inability to use a Cisco-provided PSTN service to contact emergency services, or (3) Your failure to make additional arrangements to access emergency services.

## 3. Authorized Use of Cisco Calling Plans

Cisco Calling Plans may be used only for lawful, proper, and appropriate purposes. You shall not use Cisco Calling Plans to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use Cisco Calling Plans to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use Cisco Calling Plans to engage in any prohibited activities including:

- Activity that is illegal or that promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libelous, malicious, deceptive, or fraudulent behavior
- Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted
- Misrepresentations as to identity or affiliation with any entity or organization

- Activity that threatens, exploits, or otherwise harms minors or that facilitates or supports human trafficking or terrorism
- Violating or infringing any intellectual property or proprietary rights of Cisco or others
- Unauthorized messages, advertising, or spam, including:
  - Posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
  - High volume use (e.g., customer service numbers) or contact center deployments
  - Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters
  - Relaying email in an anonymous fashion or forging any TCP-IP packet header
  - Mailbombing, flooding, overloading, attacking, or otherwise interfering with a system or network
- Sending unsolicited calls, messaging, or e- mailings (including without limitation, commercial advertising, and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
- Harvesting, collecting, or gathering user data without consent
- Activity that is harmful or disruptive to Cisco Calling Plans
- Attempting to circumvent restrictions on access, usage, or security of Cisco Calling Plans
- Bulk call-in lines and auto-dialing or “predictive” dialing
- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
- Use of call services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
- Selling, reselling, subleasing, assigning, licensing, or sublicensing Cisco Calling Plans or any component thereof or using or offering the same on a service-bureau or time-sharing basis
- Using Cisco Calling Plans in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)
- Without permission from the owner of a system or network, doing any of the following:
  - o accessing the system or network,
  - o monitoring data or traffic,
  - o probing, scanning, and/or testing firewalls,
  - o testing the vulnerability of a system or network, or
  - o breaching or bypassing any security or authentication routines of a system or network
- Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)

- Use of an open telephone line as a monitoring, intercom, or similar service.

#### 4. Supplemental Country-Specific Terms

In certain countries, additional supplemental terms apply to Your Cisco Calling Plans. Those terms may be found here: <http://cs.co/callingplansterms>.

#### 5. Authorized Use of Business Texting

To the extent Cisco makes business texting available to Users, they may only use business texting to send person-to-person texts to their contacts. You shall not use business texting to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use business texting to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use business texting to engage in any prohibited activities including:

- Outgoing/outbound automated messaging, bot messaging, chatbots or any kind of high volume SMS/texts
- Sending more than 10 texts per minute per User
- A2P, or application-to-person messaging
- Sending unsolicited texts
- Posting multiple texts similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
- Unauthorized texts or phishing text messages

#### 6. UCM Software

UCM is solely for Your use. If You host UCM in a third-party data center, then You must hold legal title to all necessary hardware and related infrastructure required to run UCM, and a valid license to the software. A third-party cannot host UCM and deliver it as a partner-hosted or similar service without Cisco's written permission. Please contact Cisco or Your Cisco Partner to get this permission.



## Exhibit E: Offer Description Supplement for Real Time Translation – Active User

### Supplemental Term

The following term is a Supplemental Term and Condition specific to customers who have purchased Real Time Translation (RTT) for Webex Meetings under an Active User (AU) licensing model. For such customers, the following term is to be added to the end of Section 3 of the Offer Description:

Real time translation (RTT) is an add-on service for Webex Meetings or Webinars. RTT Active User (RTT AU) offers customers an Active User licensing model for consumption of RTT services. Under this model, Cisco may conduct a True Forward for customers who purchase RTT AU. The "True Forward" operates as follows:

- If the peak number of RTT Active Users exceeds five times (5X) Your initial RTT Active User Minimum at any time, then Your RTT Active User Minimum is subject to an immediate reset such that it would equal the actual number of peak RTT Active Users.
- Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users. If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Usage Term.
- Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation.
- A True Forward will never result in a reduction of Your Active User count.





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 8/5/2025

File ID #: 25-1421

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**TO:** Members of the Governing Board

**FROM:** Chris Silke, District Engineer

**REPORT BY:** Anna Martinez, Assistant Engineer

**SUBJECT:** Approval of Plans and Specifications and Authorization to Advertise for Bids for Phase II of the "LBRID Wastewater Ponds Groundwater Inflow Mitigation Project" (LB 18-01)

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### **RECOMMENDATION**

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

### **BACKGROUND**

Persistent heavy rainfall, runoff, and saturated soil conditions in the winter of 2017 filled Lake Berryessa Resort Improvement District (LBRID) wastewater ponds. Stored treated wastewater in Pond 7 had to be removed through the irrigation pump station and onto the land disposal fields to avoid damage to the earthen berm. Uncontrolled overland runoff ensued. The District's Waste Discharge Requirements (WDRs) permit prohibits land application runoff beyond tailwater capture ditches that return flow back to the ponds. Central Valley Regional Water Quality Control Board (Regional Board) subsequently served the District with a Notice of Violation in April 2017. To address the violation, Regional Board ordered the District to complete a Revised Water Balance Evaluation and submit a Work Plan if it is found that there is insufficient storage and/or disposal capacity. The District authorized Agreement No. 170871B with GHD, Inc. in May 2017 to provide engineering study services. The scope of the investigation centered on Water Balance Update and Calibration Model tasks executed in conformance with the Regional Board guidelines. The review of the wastewater ponds and irrigation facilities was to assess the adequacy for storing and handling a 100-year annual return precipitation winter period. GHD, Inc. was also tasked with inspecting the original inlet piping constructed in the mid-1960s for Ponds 1 through 3. In their June 2017 Revised Water Balance Report, the engineering consultant team concluded the lack of any pond liner barrier or means to intercept groundwater flow upgradient of the ponds was responsible for large seepage inflow volume as soils became saturated in the winter of 2017. Additional drainage improvements alongside Ponds 1 through 3 would reduce surface water runoff during intense storm

events.

GHD, Inc. published an Inflow / Infiltration Mitigation and Storage Expansion Work Plan as mandated by Regional Board. First initiatives recommended in the plan were to survey as-built bathymetry of storage ponds to estimate capacities, perform geotechnical exploration borings to bedrock or boulder refusal, sample soils for classification, and obtain contiguous northern perimeter surface topography adjacent to all ponds.

Amendment No. 1 to Agreement No. 170871B with GHD, Inc. was approved in March 2018 to advance the project into a technical feasibility analysis, furnish a geotechnical opinion on the suitability for constructing a groundwater cutoff wall, and mapping for future base plan design. GHD, Inc. stated in their geotechnical findings sub-report that the wastewater ponds site soils were conducive to an engineered vertical trench and drain pipe collector at the underlying bedrock interface surrounding the northerly perimeter of Ponds 1, 2, 3, 7 & 8. District staff compiled all technical project documentation and maps into a Final Feasibility Report filed with Regional Board in May 2018. Preliminary total project costs (engineering, permitting, administration and construction) to install a vertical trench drain, replace the vintage 10" tar-coated steel pond inlet pipe, re-grade drainage channels at the site and build earthen berm heights at Ponds 1 - 3 were estimated to be \$1,250,000. A Clean Water State Revolving Fund (CWSRF) project application in the amount of \$2,000,000 was filed with the State Water Resources Control Board, Division of Financial Assistance (DFA) in September 2018 seeking principal forgiveness to cover preliminary engineering, engineering design, permitting, administrative, and construction costs. Included with the application was LBRID Resolution 2018-05 authorizing the District Engineer to submit a principal forgiveness financial assistance application to the State Water Resources Control Board Division of Financial Assistance (DFA) and take related action to receive funding for the Project. State officials with Small Community Wastewater Grant Program oversight stated that the District would be potentially eligible for principal forgiveness if it maintains designation as a Disadvantaged Community (DAC). Rural Community Assistance Corporation (RCAC) was hired by the District to update its Median Household Income (MHI) because the DAC status had expired on December 31, 2017. RCAC household income survey methodology conforms with SWRCB standards. Certified results of the District's survey found the MHI to be \$43,200 which is significantly below 80% of the statewide income average for DAC classification. Amendment No. 2 to Agreement No. 170871B with GHD, Inc. was approved in September, 2018, and expanded the scope of services to include additional design and bid-phase consulting services increasing the contract amount by \$106,247 for a new maximum of \$184,858.

Amendment No. 3 to Agreement No. 170871B with GHD, Inc. was approved in March 2019 to expand the scope of services for Stormwater Inflow / Infiltration Monitoring as ordered by the Central Valley Regional Water Quality Board. Engineering fees for the contract supplement added \$46,488 to the budget for an adjusted total of \$231,346.

Amendment No. 4 to Agreement No. 170871B with GHD, Inc. was approved in January 2020 expanding the scope of services to include a Preliminary Engineering Report in accordance with DFA Guidelines thereby increasing the consulting fees by \$8,196 to a new maximum amount of \$239,542.

Preliminary design plans and technical specifications for the project, including the addition of widening and raising the earthen berm height of Ponds 1 -3, were submitted to SWRCB and Central Valley RWQCB for review and comment in the fall of 2023.

On March 26, 2024, DFA signaled that issuance of a funding agreement was imminent, and staff recommended that the Board approve a new Agreement with GHD, Inc. to begin additional geotechnical design tasks related to upgrading the original treatment pond berms that would lead to preparation of final plans and specifications

upon receipt and acceptance of the State Water Resources Control Board Funding Agreement. Available operations budget fund balance funded the new agreement and it is expected the soft costs are eligible for reimbursement under the CWSRF program guidelines.

In May 2024, the District Engineer received and signed a Groundwater Inflow Mitigation funding agreement as authorized by Resolution 2018-05, and on July 2, 2024, a fully executed funding agreement was issued by DFA in the amount of \$2,265,934.

On July 23, 2024, Amendment No 1 to Agreement No 24036B with GHD, Inc. was approved by the Board. The Agreement added scope and increased compensation to the Agreement that would allow GHD, Inc. to complete the Plans and Specifications for the project as a whole - splitting the project scope into two phases thereby front loading construction of Phase I - the vertical trench drain - before winter 2025 followed by bid and construction of Phase II - the earthen berm plus inlet pipe work - over the 2025 construction season when site conditions are dry.

Phase I of the project - installation of the vertical trench drain - was advertised for sealed bids on August 20, 2024 and was awarded to the lowest responsive bidder, Benchmark Civil Construction of Napa, CA, on November 12, 2024. Construction of Phase I finished in May 2025, on time, under budget with the trench drain functioning per its designed intent.

The Plans and Specifications for Phase II are now complete and ready for approval by the Governing Board. The District Engineer is requesting authorization to advertise for construction bids. The Engineer's Estimate for Phase II of the project is \$1,200,000.

**Requested Action:**

1. Approve Plans and Specifications for Phase II of the "LBRID Wastewater Ponds Groundwater Inflow Mitigation Project" (LB 18-01) and authorization to advertise for sealed bids.

**FISCAL IMPACT**

Is there a Fiscal Impact?

No

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

LBRID received and accepted a CWSRF funding agreement as authorized by Resolution 2018-05. The design and construction appropriations allow staff to implement wastewater pond upgrades and comply with ordered directives by RWQCB.

Is the general fund affected?

No

Future fiscal impact:

The project will span multiple fiscal years; however, the grant award is expected to cover future project costs and reimburse LBRID for expenses incurred in prior fiscal years for design services.

Consequences if not approved:

The Project will be stalled exposing the District to potential enforcement action by RWQCB.

**ENVIRONMENTAL IMPACT**



ENVIRONMENTAL DETERMINATION: The proposed action is statutorily exempt from CEQA pursuant to CEQA Guidelines section 15262 as a feasibility or planning study for possible future construction or repairs, and categorically exempt from CEQA pursuant to CEQA Guidelines section 15301 as the repair, maintenance, or minor alteration of existing public facilities involving negligible or no expansion of existing or former use.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1180

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**TO:** Board of Supervisors  
**FROM:** Anthony Halstead - Director of Library Services  
**REPORT BY:** Michelle Carreon - Supervising Staff Services Analyst  
**SUBJECT:** Approve Professional Services Agreement No. 260051B with BiblioCommons

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### **RECOMMENDATION**

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

### **BACKGROUND**

The Library undertook an extensive review of the marketplace, including meetings with libraries throughout the country and beyond. Based on these conversations and demonstrations, it was determined that Bibliocommons products for the library catalog discovery layer, which is the interface that the public uses to find materials as well as the Content Management System (CMS) that will be utilized to build a public website, is superior in a number of ways and offers unique functionality. Specifically, the public review and recommendation functionality is the most extensive and utilizes reviews by residents and library staff at a level unrivaled. The item type "roll up," which links all items of differing media types but same title, is unique in display and functionality. The ease of use, both on desktop and mobile devices, as well American with Disabilities Act (ADA) compliance better meets the needs of the public and staff.

BiblioWeb subscription gives the library the capability to design an impactful and unique website that integrates with the public catalog. Our library will focus on curating and showcasing all that the library and county has to offer by providing contextual and relevant promotions when a user is searching the catalog.

BiblioCore allows for information to be shared and promote resources such as reading lists, blog posts, programs, other department activities and services and events within the catalog's search results. Just like the discovery experience in the physical library, you can ensure patrons never leave empty-handed when they visit your online library. Example: users searching for books about "dogs" will find books on the subject, but the results could also include currently available dogs at the Animal Shelter. For patrons, this translates to an experience that's not just seamless but also deeply engaging, intuitive, and tailored to their needs.

Simultaneously, library staff are equipped with tools that streamline tasks, enhance overall efficiency and effectiveness of library operations.

While BiblioCommons is not the only vendor that provides a discovery layer and webpage builder, BiblioCommons owns the proprietary rights to the BiblioCommons software, a suite of services for public libraries that includes: BiblioCore catalog and BiblioWeb library website and content management system. These services are available exclusively via software as a service (SaaS) through agreements directly with BiblioCommons Corp. and are not available through any reseller. The services can only be purchased through BiblioCommons. The library currently uses Innovative Interfaces catalog discovery layer, which would be replaced by Bibliocommons, therefore the part of the cost of the subscription would be offset by savings from canceling Innovative's discovery layer service.

**Recommended Action:**

Approve and authorize Agreement No. 260051B with BiblioCommons for a new online library catalog and a fully hosted integrated content management system and webpage builder for a 1-year contract and up to 4 annual renewals with a contract maximum of \$419,580.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The cost of the subscriptions are budgeted in the Library's General Operations subdivision.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The ability to use a universal navigation across BiblioWeb and BiblioCore, and a single, persistent login for users across both products creating a consistent and easy-to-use patron experience.
Is the general fund affected?	No
Future fiscal impact:	The proposed agreement has a 1-year contract and up to 4 annual renewals. The cost will be included in the recommended budget for future fiscal years.
Consequences if not approved:	The library would not have access to the integrated content management system and webpage builder nor have such an impactful and user-friendly discovery layer system for the library catalog.

**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. 260051B**

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 5<sup>th</sup> day of August, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and BiblioCommons Corporation, whose address is, 5060 Spectrum Way, Suite 100, Mississauga, ON L4W 5N5 Canada, hereinafter referred to as "CONTRACTOR".

### **RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to obtain a new online library catalog and a fully hosted integrated content management system and webpage builder; and

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

### **TERMS**

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on **August 4, 2026**, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each term year, under the terms and conditions then in effect, not to exceed 4 additional years, unless either party gives the other party written notice of intention not to renew no less than ninety (90) days prior to the expiration of the then current term.
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto.
3. **Compensation.**
  - (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of four hundred, nineteen thousand, five hundred and seventy-nine dollars and fifty-four cents (\$419,579.54) provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

**4. Method of Payment.**

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

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

(c) CONTRACTOR shall submit invoices not more often than monthly to the Director of Library Services who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(d) 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 Director of Library Services upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

**5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

**6. Specific Performance.** It is agreed that CONTRACTOR, including the agents or

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

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

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

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

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

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage, which shall be filed by CONTRACTOR with the Napa County Library prior to commencement of performance of any of CONTRACTOR's duties.

(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.

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

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

In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought by any third party

for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party as soon as reasonably practicable in writing of any third-party 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.

(a) **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.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party by giving prior written notice of such termination to the other party no less than ninety (90) days prior to the expiration of the then current term. COUNTY hereby authorizes the Napa County Library Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

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

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

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

(2) All finished or unfinished documents and other materials, if any, and all



rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product.

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

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

COUNTY

Napa County Library  
580 Coombs St  
Napa, CA, 94559

CONTRACTOR

BiblioCommons Corporation  
5060 Spectrum Way STE 100  
Mississauga, ON L4W 5N5 Canada

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

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

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

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

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY’s ITS Department prior to receiving such access the certification attached to said Policy. Notwithstanding anything contained in such certificate, COUNTY shall advise CONTRACTOR of any updates to this policy and CONTRACTOR shall not be bound by any updates taking effect later than the date of this Agreement unless notice has been provided by COUNTY.

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

#### 15. **Confidentiality (COUNTY).**

(a) Maintenance of COUNTY Confidential Information. COUNTY Confidential information is defined as all information disclosed to CONTRACTOR on and from the date of this Agreement which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Library Services. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY or destroy insofar as is reasonably possible unless required by law all COUNTY 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 COUNTY Confidential Information or data in any form or matter (collectively referred to as “Protected Information”), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the

discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

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

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

#### **15. Confidentiality (CONTRACTOR).**

(a) Maintenance of CONTRACTOR Confidential Information. CONTRACTOR Confidential information is defined as all information disclosed to COUNTY on and from the date of this Agreement which relates to CONTRACTOR's past, present, and future activities, as well as activities under this Agreement. COUNTY shall hold all such information as COUNTY may receive, if any, in trust and confidence, except with the prior written approval of CONTRACTOR. Upon cancellation or expiration of this Agreement, COUNTY shall return to CONTRACTOR or destroy insofar as is reasonably possible all CONTRACTOR Confidential Information unless otherwise required by law. .

Upon termination of this agreement, COUNTY shall purge all CONTRACTOR Confidential Information from all COUNTY systems insofar as is reasonably possible unless required by law.

#### **16. No Assignments or Subcontracts.**

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability

company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

18. **Interpretation; Venue.**

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement



subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(d) Prevailing Wages. [RESERVED]

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll Records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

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

21. **Access to Records/Retention.** To the extent permitted by law, 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. CONTRACTOR shall maintain all required records for any periods of time required by law.

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

23. **Conflict of Interest.**

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

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



By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

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

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

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

28. **Special Terms and Conditions.** The parties agree that the terms of the Library Subscription Master Agreement attached as Exhibit "D" shall apply to this Agreement. Any terms of this Agreement that conflict with the Library Subscription Master Agreement shall prevail to the extent of the conflict.

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

BIBLIOCOMMONS CORP.

By   
Rick Bacchus, President

By   
Brian Beattie, Chief Financial Officer and Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

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

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <i>Sheryl L. Bratton</i>  Date: July 23, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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## EXHIBIT "A"

### SCOPE OF WORK

**I. DESCRIPTION OF SERVICES-** Contractor shall provide library Subscriptions in accordance with Contractor's proposal dated July 16, 2025, which is hereby incorporated into this Exhibit by reference.

Schedule 'A' – Multi-Year Order Form #00004743

Page 1 of 4



**Napa County Library**  
580 COOMBS ST.  
NAPA, California  
94559

Date: July 16, 2025  
Valid Until: Oct 16, 2025  
Subscription Term: Aug 5, 2025 – Aug 4, 2026

Population Served: 133,015  
Population Source: IMLS

Contact: Miri Haronsky  
Email: [miri.haronsky@bibliocommons.com](mailto:miri.haronsky@bibliocommons.com)

#### Subscription

	Annual Subscription Fee (USD)	One-Time Implementation Fee (USD)
<b>BiblioCore</b>	\$16,479.79	\$18,133.00

An online catalog that is the foundation of patrons' experiences with the library. Includes e-content integration and pre-populated award winners and bestsellers listings. Cover art is recommended, but not included.

See Schedule "A-1."

<https://www.bibliocommons.com/schedule-a1-bibliocore>

Rate: \$0.12389421/pop. or \$19,950 minimum

<b>BiblioWeb</b>	\$40,000.00	\$22,360.00
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A fully-hosted integrated content management system and webpage builder. Includes theming, training, support, and upgrades. Also includes a subscription to BiblioEvents. See Schedules "A-4" and "A-6."

<https://www.bibliocommons.com/schedule-a4-biblioweb>

Rate: \$0.16057474/pop. or \$40,000 minimum

<b>BiblioCloudRecords</b> OverDrive	\$5,565.00	\$700.00
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Automatically displays eContent holdings in the catalog without maintenance of MARC records. Provided as a BiblioCore enhancement for the library's OverDrive or Hoopla subscription(s). Holdings are exposed via the library's API key.

Rate: 15% of Core, minimum \$5,629.34. Implementation fee of \$700.

<b>BiblioCloudRecords</b> hoopla	\$3,339.00	\$700.00
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Automatically displays eContent holdings in the catalog without maintenance of MARC records. Provided as a BiblioCore enhancement for the library's OverDrive or Hoopla subscription(s). Holdings are exposed via the library's API key.

Rate: 10% of Core, minimum \$3,497.60. Implementation fee of \$700.

Quote for Napa County Library – July 16, 2025

Contact: Miri Haronsky Email: [miri.haronsky@bibliocommons.com](mailto:miri.haronsky@bibliocommons.com)

BiblioCommons Corp. 5060 Spectrum Way, Suite 100, Mississauga, ON L4W 5N5 Canada +1 647 436 6381 [info@BiblioCommons.com](mailto:info@BiblioCommons.com)

## Schedule 'A' – Multi-Year Order Form #00004743



Page 2 of 4

### BiblioLanguages

\$2,226.00

\$350.00

#### Spanish

Applied to BiblioCore catalog, help pages, and BiblioApps. Available languages: Spanish, French, Russian, Simplified Chinese, Traditional Chinese, Vietnamese, Filipino, Korean, and Japanese.

Rates: Starting at 7% of Core for the first language and decreasing at one percent for each thereafter, \$2,226 min each, max \$6,000 each.

Sub-Total

\$67,609.79

\$42,243.00

Subscription Fees

67,609.79

Total Due This Year,  
payable on the  
date hereof

109,852.79

#### Milestone Billing Agreement:

Invoice 1 – 50% of implementation fees due upon signing

Invoice 2 – Subscription fees and 30% of implementation fees upon BiblioCore instance delivery or 8 weeks after contract start date, whichever is sooner

Invoice 3 – 20% of implementation fees upon BiblioWeb Instance delivery or 8 weeks after contract start date, whichever is sooner.

# Schedule 'A' – Multi-Year Order Form #00004743



Page 3 of 4

## Detailed Pricing – Contract Maximum (5.5% annually): \$419,579.45

Product	Implementation Fees	Year 1 2025-2026	Year 2 2026-2027	Year 3 2027-2028	Year 4 2028-2029	Year 5 2029-2030
BiblioCore	\$18,133.00	\$16,479.79	\$17,386.18	\$18,342.42	\$19,351.25	\$20,415.57
BiblioWeb	\$22,360.00	\$40,000.00	\$42,200.00	\$44,521.00	\$46,969.66	\$49,552.99
BiblioCloudRecords OverDrive	\$700.00	\$5,565.00	\$5,871.08	\$6,193.99	\$6,534.66	\$6,894.07
BiblioCloudRecords hoopla	\$700.00	\$3,339.00	\$3,522.65	\$3,716.40	\$3,920.80	\$4,136.44
BiblioLanguages Spanish	\$350.00	\$2,226.00	\$2,348.43	\$2,477.59	\$2,613.86	\$2,757.62
<b>Total</b>	<b>\$42,243.00</b>	<b>\$67,609.79</b>	<b>\$71,328.34</b>	<b>\$75,251.40</b>	<b>\$79,390.23</b>	<b>\$83,756.69</b>

\*Annual increases will be calculated each year and will not exceed 5.5%. Pricing will be based on the population served at the time of the original agreement and remain in place for all four renewal options.

\*\* The above chart shows the maximum projected cost over the initial term and four optional renewal years. Annual invoicing will follow the schedule outlined in the agreement.

### Terms

- This Order Form supplements the Library Subscription Master Agreement ("Agreement") dated Aug. 11, 2025 and is incorporated therein by reference. Capitalized terms not defined herein will have the meanings set forth in the Agreement. In the event of a conflict between this Order Form and the Agreement, the Order Form will govern.
- The Parties acknowledge and confirm that the Services set out in this Order Form will be provided in addition to any services that Subscriber has also purchased with other Order Form(s). Attached or linked Service descriptions, if any, will be incorporated by reference herein.
- Annual Subscription Fees cover hosting, support, and upgrades. Subscription Fees are reviewed annually.
- Implementation fees are *one-time charges* for standard configuration of service and standard subscription agreement. Implementation of services is conducted remotely.
- If significant modifications to legal terms are required, including change of legal venue, additional fees may be required.
- All fees payable by Subscriber are exclusive of taxes.
- All fees are payable on the date of signing.

Quote for Napa County Library – July 16, 2025

Contact: Miri Haronsky Email: [miri.haronsky@bibliocommons.com](mailto:miri.haronsky@bibliocommons.com)

BiblioCommons Corp. 5080 Spectrum Way, Suite 100, Mississauga, ON L4W 5N5 Canada +1 647 436 6381 [info@BiblioCommons.com](mailto:info@BiblioCommons.com)

**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.

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**EXHIBIT “B”  
COMPENSATION**

Product	Implementation Fee	Year 1	Year 2	Year 3	Year 4	Year 5
BiblioCore	\$ 18,133.00	\$ 16,479.79	\$ 17,386.18	\$ 18,342.42	\$ 19,351.25	\$ 20,415.57
BiblioWeb	\$ 22,360.00	\$ 40,000.00	\$ 42,200.00	\$ 44,521.00	\$ 46,969.66	\$ 49,552.99
BiblioCloudRecords-Overdrive	\$ 700.00	\$ 5,565.00	\$ 5,871.08	\$ 6,196.99	\$ 6,534.66	\$ 6,894.07
BiblioCloudRecords-Hoopla	\$ 700.00	\$ 3,339.00	\$ 3,522.65	\$ 3,716.40	\$ 3,920.80	\$ 4,136.44
BiblioLanguages	\$ 350.00	\$ 2,226.00	\$ 2,348.43	\$ 2,477.59	\$ 2,613.86	\$ 2,757.62
<b>Total</b>	<b>\$ 42,243.00</b>	<b>\$ 67,609.79</b>	<b>\$ 71,328.34</b>	<b>\$ 75,254.40</b>	<b>\$ 79,390.23</b>	<b>\$ 83,756.69</b>
<b>Contract Maximum</b>	<b>\$ 419,579.54</b>					

## EXHIBIT "C"

SAMPLE  
INVOICE

[Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 Phone [phone] Fax [fax]  
 Taxpayer ID #

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

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

TO:

FOR:

[Customer Name]  
 [Street Address]  
 [City, ST ZIP Code]

[Project or service description]  
 Contract No.

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

## Exhibit “D” LIBRARY SUBSCRIPTION MASTER AGREEMENT

THIS LIBRARY SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made this \_\_ day of \_\_ (“**Effective Date**”) between BiblioCommons Corp., a corporation constituted under the laws of the Province of Ontario, Canada (“**BiblioCommons**”) and the **Napa County Library**, a political subdivision of the State of California (“**Subscriber**”) (Individually, a “**Party**” and collectively, the “**Parties**”). The terms and conditions of this Agreement shall govern the Service(s) (as defined below) to be provided by BiblioCommons under any Order Form (as defined below) executed by the Parties, as though the provisions of this Agreement were set forth in their entirety within such Order Form.

NOW THEREFORE in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

### 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

#### 1.1 Definitions.

Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

- (a) “**Agreement**” has the meaning ascribed to it in the introductory paragraph;
- (b) “**Authorized Patron**” means a person who has a numbered library account with Subscriber and is authorized by Subscriber to use the Service;
- (c) “**BiblioCommons**” has the meaning ascribed to it in the introductory paragraph;
- (d) “**Breaching Party**” has the meaning ascribed to it in Section 7.1(b) hereof;
- (e) “**Business Day**” means a day, other than a Saturday or a Sunday or statutory holiday in the jurisdiction of either Party;
- (f) “**BiblioWeb Service**” has the meaning set out in the applicable Order Form;
- (g) “**Confidential Information**” means any information disclosed by a Party to the other Party pursuant to this Agreement in a context which would cause a reasonable person to believe the information is intended to be treated as confidential, including but not limited to, documents expressly designated as confidential, any information related to BiblioCommons proprietary services and software including the Service, Secure Personal Information, and information related to

Subscriber’s processes, products, employees, facilities, equipment, security systems, information systems, finances, marketing plans, suppliers, or distributors; provided, however that “**Confidential Information**” shall not include information that: (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of the Disclosing Party; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by the Disclosing Party without a duty of confidentiality; (v) is known to the Receiving Party prior to disclosure; (vi) is at any time developed by the Receiving Party independently of any such disclosure(s) from the Disclosing Party; or (vii) must be disclosed as required by law;

- (h) “**Core**” or “**Core Service**” has the meaning set out in the applicable Order Form;
- (i) “**Disclosing Party**” has the meaning ascribed to it in Section 5.1 hereof; to
- (j) “**Designated Person**” is the person designated by the Subscriber to receive all notices, consent and other communication. See Sections 9.12, 9.13 and 9.14;
- (k) “**Effective Date**” has the meaning ascribed to it in the introductory paragraph;
- (l) “**Fees**” means the fees for the Services set out in the applicable Order Form, as adjusted for Renewal Terms from time to time as set out in Section 3.1(b);
- (m) “**Force Majeure Event**” has the meaning ascribed to it in Section 9.4;
- (n) “**ILS**” means the Subscriber’s Integrated Library System, used for library circulation, cataloging and other services;
- (o) “**Initial Term**” has the meaning ascribed to it in Section 2.2 hereof;
- (p) “**Intellectual Property Right**” means any intellectual property right recognized by law, including any intellectual property right protected through legislation (such as that governing patents, copyright or trademarks) or arising from protection of information as a trade secret, confidential information or common law trademark right;
- (q) “**Order Form**” has the meaning ascribed to it in Section 3.1(a) hereof;
- (r) “**Parting**” has the meaning ascribed to it in Section 7.2 hereof;
- (s) “**Party**” or “**Parties**” has the meaning ascribed to it in the introductory paragraph.

(t) “**Privacy Statement**” means the statement of BiblioCommons’ privacy practices that shall govern BiblioCommons’ collection, use and disclosure of Personal Information of Authorized Patrons which, as of the Effective Date, is attached as Schedule “E”, and which may be amended by BiblioCommons from time to time;

(u) “**Receiving Party**” has the meaning ascribed to it in Section 5.1 hereof;

(v) “**Renewal Term**” has the meaning ascribed to it in Section 2.2 hereof;

(w) “**Secure Personal Information**” means personally identifiable information that is provided by a User in the registration process or personal account settings on the Service, or is transferred to the Service from the ILS; notwithstanding the foregoing “Secure Personal Information” shall not include Shared Content or information an individual has chosen to transmit or share through a feedback service provided on the Service, web-forms on the BiblioWeb service (if any) or an entry in any context which is, by design, publically viewable;

(x) “**Shared Content**” has the meaning ascribed to it in the Privacy Statement;

(y) “**Service**” means a range of services purchased as set out in the applicable Order Form;

(z) “**Subscriber**” has the meaning ascribed to it in the introductory paragraph;

(aa) “**Technical Requirements**” has the meaning ascribed to it in Section 3.2 hereof;

(bb) “**Term**” means the duration of the Initial Term and any Renewal Term;

(cc) “**Terms of Use**” means the terms of use that govern the use by Authorized Patrons of the Service which, as of the Effective Date, is attached hereto as Schedule “F”, and which may be amended by BiblioCommons from time to time;

(dd) “**User**” means an Authorized Patron who has registered with BiblioCommons to use the Service.

## 1.2 Schedules.

This Agreement contains the following schedules, each of which are attached and incorporated into this Agreement:

Schedule “A” – Template Order Form  
Schedule “B” – Support Services  
Schedule “C” – Service Levels  
Schedule “D” – Technical Requirements  
Schedule “E” – Privacy Statement  
Schedule “F” – Terms of Use  
Schedule “G” – Additional Fees

## 1.3 Calculation of Time.

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. Any payment or action to be made or taken on a day other than a Business Day in either jurisdiction shall be made or taken on the immediately following day that is a Business Day in the jurisdictions of both Parties.

## 2. BIBLIOCOMMONS OBLIGATIONS

### 2.1 Delivery of Service.

During the Term, BiblioCommons shall make the Service available via the Internet to Authorized Patrons and grant to Subscriber a non-exclusive and non-transferable right to use the Service. Authorized Patrons are subject to and may be required to agree to the Terms of Use and Privacy Statement.

### 2.2 Term.

Unless terminated earlier as provided herein, this Agreement is for a period of one (1) year from the Effective Date (the “**Initial Term**”). In the event an Order Form contains Services that are being added to an existing subscription, such added Services shall be coterminous with the Initial Term or applicable Renewal Term and shall be billed from the applicable Order Form Effective Date according to the Fees corresponding to such Order Form. Unless terminated pursuant to Section 7.1, upon expiration of the Initial Term, this Agreement and the related Schedules and Order Forms will renew automatically for up to four (4) subsequent one-year renewal terms at then current prices (each, a “**Renewal Term**”), provided that BiblioCommons provides notice to Subscriber of such prices at least ninety (90) days prior to the end of the Term and unless either Party notifies the other Party of its intention to not renew this Agreement at least sixty (60) days prior to the end of the Term.

### 2.3 Changes to the Service.

BiblioCommons may, from time to time and at any time, in its sole discretion, introduce upgrades and updates to the Services that are consistent with the service description set out in the applicable Order Form at no additional charge.

### 2.4 Maintaining Community Standards.

The Service allows Users to flag user-generated content they feel does not conform to the Terms of Use. When content is flagged three times, or as many times as may be determined by BiblioCommons in its sole discretion, BiblioCommons will:

- Remove flagged content from public view; and
- Notify the User who contributed the content, and provide directions for appealing the removal.

Any appeals will be compiled and at least once each month BiblioCommons will review any appeals to assess whether the removed content conforms with the Terms of Use in effect at the time of removal.

## **2.5 Support.**

BiblioCommons will use commercially reasonable efforts to support the Services in accordance with the service levels and remedies outlined in Schedule "B" Support Services.

## **2.6 Service Level.**

BiblioCommons will use commercially reasonable efforts to provide the Core Service in accordance with the service levels and remedies outlined in Schedule "C" Service Levels. Notwithstanding anything herein to the contrary:

- BiblioCommons may interrupt the Service for security purposes;
- The Service is dependent on the Internet and availability and performance may be impacted by the availability and performance of the Internet.

## **2.7 Indemnity.**

BiblioCommons shall indemnify, hold harmless and defend Subscriber from and against all third party claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) ("Claims") made against or incurred, suffered or sustained by the Subscriber, in connection with, or relating to, or arising out of any allegation or claim that the Service itself violates or infringes any third party intellectual property rights except to the extent such Claim is related to the acts or omissions of the Subscriber, its Authorized Patrons or any of its respective agents or contractors; provided that, BiblioCommons is provided with (i) prompt written notice of any third party claim; (ii) all necessary assistance, information and authority necessary for BiblioCommons to defend a third party claim and perform its obligations under this Section; and (iii) sole control of the defense of such claim and all associated negotiations.

# **3. SUBSCRIBER OBLIGATIONS**

## **3.1 Order Forms, Fees and Payment.**

### **(a) Order Form.**

Subscriber shall order a Service by completing and signing an order form, a template of which is set out in

Schedule "A" attached hereto (each, an "**Order Form**"). Each accepted, fully executed Order Form shall become incorporated herein by reference as successive Exhibits (e.g. Exhibit A-1, Exhibit A-2 etc.).

In the event that Subscriber's business practices require a purchase order number be issued prior to payment of any BiblioCommons invoices pursuant to the applicable Order Form, then such purchase order number must be provided to BiblioCommons prior to the activation of the Service. Subscriber's execution and return of the applicable Order Form to BiblioCommons without designating a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of the invoices hereunder. Additionally, terms, provisions or conditions on any purchase order, acknowledgment, or other business form or writing that Subscriber may use in connection with the provision of Service(s) from BiblioCommons will have no force and effect on the rights, duties or obligations of the Parties, regardless of any failure of BiblioCommons to object to such terms, provisions or conditions.

### **(b) Fees.**

All Fees are exclusive of amounts payable as tax or any other registration or operating fee that may be levied against BiblioCommons by national, state or local authorities in whose jurisdiction Subscriber operates and that pertain to the provision of the Service during the Term. Such amounts will be payable by Subscriber. Fees are based on Services purchased, not actual usage. Payment obligations are non-cancelable and Fees paid are non-refundable. The price actually charged for a specific Service will be the price in effect at the time the Service is requested. On the anniversary date of an Order Form, BiblioCommons reserves the right to increase the Fees for the Services upon notice to the Subscriber. BiblioCommons reserves the right to modify its Fees, charges and/or to introduce new charges at any time, upon at least ninety (90) days prior notice to Subscriber, effective upon the next Renewal Term.

### **(c) Payment Terms.**

Payments shall be due 30 days from receipt of an invoice by the Subscriber from BiblioCommons. Payments not received when due will accrue interest at the lower of (i) one percent (1%) per month, or (ii) the highest rate allowed by applicable law. BiblioCommons or its agent shall have the right to recover all collection costs from the Subscriber. Without limiting its other remedies, if Subscriber is late in its payments at any time, BiblioCommons or its agent may request reasonable assurances or deposits to secure Subscriber's payment obligations hereunder.



(d) **Non Payment.**

In the event that full payment is not made by the Subscriber within 60 days of the date of receipt of an invoice by the Subscriber, BiblioCommons or its agent may send to the Subscriber a written requirement for payment and if payment is not received within thirty days of the date of receipt of that notice by the Subscriber, BiblioCommons may terminate this Agreement as set out below in Section 7 (Termination). However, this right may be waived upon mutual written confirmation between BiblioCommons and the Subscriber of their intent to continue service delivery in spite of payment delays.

**3.2 Technical Requirements.**

Subscriber ILS and bibliographic and patron data shall meet minimum standards attached and incorporated as Schedule "D" (the "**Technical Requirements**").

**4. INTELLECTUAL PROPERTY RIGHTS**

**4.1 Ownership of Intellectual Property Rights.**

As between BiblioCommons and Subscriber, all rights, title and interest, including all Intellectual Property Rights, related to the Service and related software and documentation, including without limitation, any and all upgrades, updates, improvements, fixes, additions, enhancements, modifications and derivative works thereto, shall remain with BiblioCommons. Nothing in this Agreement shall grant to either Party any ownership or other Intellectual Property Rights of the other Party other than as expressly set out in this Agreement. Nothing in this Agreement shall grant to either Party any ownership or any Intellectual Property Rights to content generated by Users in connection with their use of the Service.

**4.2 Control of Trade-marks.**

Subscriber acknowledges that "**BiblioCommons**" is a trade-mark of BiblioCommons and shall not be used by Subscriber except as expressly provided in this Agreement and otherwise only with the written consent of BiblioCommons and in accordance with any trade-mark guidelines that may be provided by BiblioCommons from time to time.

**5. CONFIDENTIAL INFORMATION**

**5.1 Disclosure; Standard of Care.**

The Parties acknowledge that, in the course of this Agreement, each Party (a "**Disclosing Party**") may disclose Confidential Information to the other (a "**Receiving Party**"). Each Receiving Party shall hold

such Confidential Information in trust for the sole benefit of the Disclosing Party. Each Receiving Party shall protect the other Party's Confidential Information from unauthorized dissemination, disclosure and use with the same degree of care that each such Party uses to protect and safeguard its own like information, but not less than a reasonable degree of care given the sensitivity and strategic value of such Confidential Information. Confidential Information shall be disclosed only to the employees and subcontractors of the Receiving Party who have a "need to know" and who have executed an internal nondisclosure agreement at least as restrictive as the terms of this Agreement. A Receiving Party shall not disclose any Confidential Information to any third party without first obtaining the Disclosing Party's written consent to such disclosure unless such disclosure is required by law. A Receiving Party may further disclose Confidential Information to such Party's professional advisors in connection with the negotiation and performance of this Agreement and in connection with the advisor's consideration of disclosures that may be required by law, provided such advisors are informed of the obligations of confidentiality. In the event that a Receiving Party is compelled to disclose a Disclosing Party's Confidential Information, in the course of litigation or otherwise, or a compelled disclosure is reasonably anticipated, the Receiving Party shall give immediate notice to the Disclosing Party of such fact and shall provide all reasonable cooperation to the Disclosing Party at the sole expense of the Disclosing Party in obtaining a protective order to prevent the disclosure of Confidential Information.

**6. WARRANTIES**

**6.1 BiblioCommons Warranties.**

BiblioCommons hereby represents and warrants to Subscriber that: (a) BiblioCommons is legally incorporated and validly exists as a corporation under the laws of Ontario; (b) BiblioCommons has the power and authority to enter into the Subscriber Agreement; (c) The individual signing this Agreement has the power and authority to sign such documents; (d) It will use its commercially reasonable efforts to maintain the systems associated with the Service free from viruses, Trojans and other harmful code; and (e) The Service will be performed in a professional, workmanlike manner, commensurate with industry practices within the industry in which BiblioCommons operates.

**6.2 Subscriber Warranties.**

Subscriber hereby represents and warrants to BiblioCommons that: (a) Subscriber is a **library** under the

laws of **California**; (b) Subscriber has the power and authority to enter into the Subscriber Agreement; (c) the individual signing this Agreement has the power and authority to sign such documents; and (d) Subscriber will use commercially reasonable efforts to avoid transmitting to BiblioCommons any viruses, Trojans and other harmful code.

### **6.3 Warranty Disclaimer.**

**BiblioCommons provides the Service using a commercially reasonable level of skill and care and BiblioCommons hopes that its customers (including both library staff and patrons) will enjoy accessing and using these Services. However, there are certain things that BiblioCommons does not promise about the Services. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability and fitness for a particular purpose. BiblioCommons will honour its statutory obligations. To the extent permitted by law, BiblioCommons excludes all warranties outside of those listed in Section 6.1. Unless otherwise required by law, the Service and any software provided in connection with the Service is provided by BiblioCommons under this Agreement on an “as is” basis. Except as otherwise stated in this Agreement, BiblioCommons and its licensors make no (and hereby disclaim all) warranties, representations and conditions whatsoever (whether express or implied; written or oral; arising by statute, operation of law or otherwise) regarding the Service provided under this Agreement, including without limitation, any implied warranty or condition of merchantable quality, fitness for a particular purpose, non-infringement or arising from a course of dealing, title, usage of trade or course of performance. Without limiting the generality of the foregoing, while BiblioCommons will meet its service and support obligations laid out in the Agreement, BiblioCommons makes no warranty that the operation of the Service will be error-free or that it will produce a desired result beyond such obligations.**

## **7. TERMINATION**

### **7.1 Termination.**

This Agreement may be terminated at any time:

(a) if either BiblioCommons or Subscriber has filed or commenced, or suffered or submitted to the filing or commencement of, any bankruptcy or insolvency proceeding under the law of its domicile or incorporation;

(b) by either Party if the other Party breaches the terms and provisions of this Agreement provided the Party alleging that the other Party is in breach (the “**Breaching Party**”) provides written notice to such Breaching Party of the alleged breach. The Breaching Party shall have 30 days to remedy such breach, unless such breach cannot reasonably be remedied within 30 days, in which case the Breaching Party shall make all reasonable efforts within 30 days to begin to remedy the alleged breach and shall remedy such breach within a time period that is commercially reasonable to complete such remedy.

Notwithstanding the termination or expiration of this Agreement, Articles 1, 4, 5, Section 6.3, Article 7, Article 8 and Article 9 shall survive the termination or expiration of this Agreement.

### **7.2 Treatment of Patron-Contributed Data upon Termination.**

In the event of a termination of this Agreement or should a renewal agreement not be established after the Term (a “**Parting**”), BiblioCommons shall provide at Subscriber’s request and upon the payment of the cost-recovery fee set forth in Schedule G, a transfer of all User-generated bibliographic annotations for use by Subscriber in association with an alternate service, provided by Subscriber itself or by a third party, that adheres to the Terms of Use and Privacy Statement. In addition, in the event of a Parting, Subscriber agrees that BiblioCommons will send a customer service communication, subject to Subscriber approval which shall not be unreasonably withheld, explaining the User’s options and their implications through such transition, to all Users who have:

- (a) communicated or established connections with one or more persons who are registered users of a BiblioCommons service;
- (b) initially approached the Service for registration through a website that is not affiliated with Subscriber;
- (c) subscribed to syndicated information from one or more persons who are registered users of a BiblioCommons service; or
- (d) syndicated their information or content from BiblioCommons to other websites.

Secure Personal Information on BiblioCommons servers that is associated with Users who do not choose to continue their participation in a BiblioCommons service will be deactivated within ninety (90) days of a Parting.

## **8. LIMITATION OF LIABILITY**

### **8.1 Limitations of Liability.**

Except for any claims of misappropriation of intellectual property and for fees due under Article 3, in no event shall either Party be liable for: (i) indirect, special, consequential, incidental or punitive losses, damages or expenses or lost profits or savings even if it has been advised of their possible existence; or (ii) aggregate liability under this Agreement to the other Party exceeding the aggregate amount of the Fees paid by Subscriber to BiblioCommons during the 12 month period immediately preceding the date of any such claim. The limitation under (ii) above shall not apply to damages in relation to the death or personal injury of any person, damage to the Subscriber's property, or any data breach, confidentiality breach or security incident; such claims to be subject to a liability cap of \$1,000,000 USD per claim.

## **9. GENERAL**

### **9.1 Good Faith and Fair Dealing.**

Each Party agrees that it shall, with respect to the other Parties, and in all matters related to this Agreement, act in good faith and in accordance with reasonable commercial standards.

### **9.2 Publicity.**

Each Party may issue a public statement or general marketing communications announcing the relationship under this Agreement without the prior written consent of the other Party. For the sole purpose of marketing and promoting the Service and for the Term of this Agreement only, each Party hereby grants to the other Party the non-exclusive non-transferable right to use and display such party's logos and trade-marks in the other Party's websites and marketing materials, subject to compliance with the originating Party's trade-mark guidelines provided to the other Party from time to time. Notwithstanding the foregoing, BiblioCommons shall not use the County seal for any purpose.

### **9.3 Entire Agreement.**

This Agreement together with all of the terms in the applicable Order Form constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof and thereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein, or incorporated by reference herein, has been made or relied upon by any Party hereto.

### **9.4 Force Majeure.**

Neither Party shall be liable for any damages, delays or failure in performance under this Agreement caused by acts or conditions beyond its reasonable control or

without its fault or negligence (each, a "**Force Majeure Event**"), including but not limited to "acts of God", delays caused by governmental authorities, strikes, lockouts and other labour unrest, delays in obtaining governmental approvals and similar conditions. A Party shall, in order to avail itself of any of the provisions of this Section, promptly send a written notice of the Force Majeure Event to the other Party, including a description of the Force Majeure Event, its expected duration and a description of the actions being taken by the Party to mitigate the effect of the Force Majeure Event.

### **9.5 Severability.**

For the purposes of this section, the Parties acknowledge and agree that each and every term of this Agreement is of the essence. If any one or more of the provisions contained in this Agreement should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the transaction contemplated hereby are not affected in any manner materially adverse to any Party. Upon such a declaration, the Parties shall modify this Agreement so as to carry out the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

### **9.6 Further Assurances.**

Each Party shall at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

### **9.7 Amendments.**

This Agreement may be modified or amended only with the mutual written consent of the Parties.

### **9.8 Assignment.**

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party, except that BiblioCommons may assign this Agreement to any third party, without consent, in connection with any sale, amalgamation, reorganization or similar transaction involving a sale of all or substantially all of its shares or assets, provided that such assignee adopts this Agreement.

### 9.9 Subcontracting.

BiblioCommons may subcontract portions of the Service, provided that BiblioCommons shall remain responsible for all of its obligations under this Agreement as the original contracting party hereto.

### 9.10 No Waiver.

No failure or delay by any Party in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Except as otherwise provided herein, the rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided under this Agreement, by law, in equity or otherwise.

### 9.11 No Agency.

The Parties are not partners or joint venturers; neither Party is the agent, representative, or employee of the other Party; and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. Neither Party will have any responsibility or liability for the actions of the other Party except as specifically provided herein. Neither Party will have any right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party.

### 9.12 Dispute Resolution Process.

#### (a) Escalation Procedure.

Any dispute between the Parties shall first be referred to the persons designated in this Agreement for the receipt of Notices (the “**Designated Persons**”), by written notice of the dispute including the material facts. The Designated Persons shall attempt to resolve the dispute and shall escalate it to the appropriate management representatives of the Parties as may be considered appropriate.

#### (b) Arbitration.

If the Designated Persons are unable to resolve the dispute pursuant to Section 9.12(a) within 30 days, the dispute may be submitted by either Party to final and binding arbitration pursuant to the Arbitration Act (Ontario), provided that there shall be a single arbitrator, unless the Parties cannot agree on a single arbitrator, in which case either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator. Any arbitration shall be conducted in Toronto, Ontario, in the English language. The prevailing Party shall be awarded its

reasonable costs associated with the arbitration, including legal fees and other expenses.

#### (c) Exception from Mandatory Arbitration.

Notwithstanding any provision of this Section 9.12, a Party shall be able to seek interim or injunctive relief before a court of competent jurisdiction for a breach or a threatened breach of any provision of this Agreement dealing with confidential information or intellectual property rights.

#### (d) Conduct During Dispute.

If the Dispute Resolution process described in Section 9.12 is in progress, BiblioCommons shall continue to provide the Service to Subscriber, and Subscriber shall continue to make any payments required under this Agreement. If, at the conclusion of the dispute resolution process, it is determined that such payments were not required to be made, all such amounts shall be refunded by BiblioCommons with simple interest at 1% per month.

### 9.13 Notices.

All notices, consents and other communications required or which may be given under this Agreement will be in writing and will be deemed to have been duly given when given by hand, by courier, or by email confirmed by the recipient. If sent outside business hours of the addressee, such notice, consent or other communication will be deemed to have been duly given at the beginning of the next Business Day. Notices, consents and other communications shall be addressed to a Party at its address set forth below, or at such other address as a Party may hereafter designate by notice given in accordance with the terms hereof.

If for BiblioCommons:	BiblioCommons Corp. 5060 Spectrum Way, Suite 100, Mississauga, ON L4W 5N5 Canada Attention: General Manager
If for Subscriber:	Anthony Halstead Napa County Library 580 Coombs St. Napa, CA 94559

### 9.14 Counterparts; Facsimile.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and facsimile or scanned signatures shall be deemed original. This Agreement shall

become effective when each Party hereto shall have received an original, scanned or faxed counterpart hereof signed by each other Party hereto.

**9.15 Governing Law and Venue.**

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. The Parties agree that no action taken by either party will be heard by a jury.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**BIBLIOCOMMONS CORP.**

**Napa County Library**



Name: Rick Bacchus

Title: President



Name: Brian Beattie

Title: Chief Financial Officer and  
Secretary

Name: Anne Cottrell

Title: Chair, Napa County Board of Supervisors

**SCHEDULE “A”**  
**TEMPLATE ORDER FORM**  
(Attached)

## **SCHEDULE “B” POST IMPLEMENTATION SUPPORT**

After BiblioCore or BiblioWeb is implemented, BiblioCommons provides ongoing support. Support work varies in timing and scope depending on the issue type. The definition of issue types (I), the severity classification for each issue type (II), and the response commitments for each severity level (III) are defined below.

### **I. Definition of Issue Types**

BiblioCommons organizes library feedback into four types of issue, summarized here and defined below in turn:

- A. Questions: Understanding BiblioCore, BiblioWeb or other services.
- B. Tasks: Tasks specific to your library
- C. Suggestions: Improving BiblioCore or BiblioWeb and designing new functionality.
- D. Corrections: Fixing BiblioCore or BiblioWeb when not working as designed.

#### **A. Questions**

BiblioCommons distinguishes two types of questions, with corresponding response commitments described in Section III below.

- 1) Questions or notifications about updates affecting your ILS or Tomcat server.
- 2) Other questions.

To help answer questions, BiblioCommons maintains an online Partner Portal. This includes:

- a Knowledge Base with answers to frequently asked questions and official documentation for other self-help,
- Community pages with forums for peer-to-peer questions and answers, and
- an Online Ticketing system where libraries can submit questions not answered elsewhere. Response commitments for questions are described below.

#### **B. Configuration Tasks**

Configurations determine the way in which BiblioCore or BiblioWeb interoperate with local library technology and services. After implementation, libraries may request configuration changes to support changes in the ILS, in library marketing and branding, or in branch locations and programing.

#### **C. Suggestions**

BiblioCommons continually reinvests in product design and development, and library suggestions are an important input. Please use the ['Community' area](#) of the Partner Portal to submit your suggestions.

#### **D. Corrections**

BiblioCore and BiblioWeb are evolving products that interoperate with changing third-party software and hardware, from library ILSs to patron smartphone systems. As a result of changes on all sides, BiblioCommons products can sometimes stop working as designed and require correction.

BiblioCommons corrects bugs in BiblioCore or BiblioWeb, with the timing and scope of correction proportionate to the severity of the problem. The severity of an issue is determined by

- The importance of the feature affected, and
- The prevalence of the outage.

The resulting severity levels and the response commitments for each are defined further below (in sections II and III, respectively).

### 1) Definition of issue importance

Importance of Issue		
Primary	Secondary	Tertiary
<b>BiblioCore Service</b>		
<p>Issues that prevent (on a supported desktop web browser):</p> <ul style="list-style-type: none"> <li>• Site availability;</li> <li>• Availability of: <ul style="list-style-type: none"> <li>○ Registration</li> <li>○ Login</li> <li>○ Search</li> <li>○ Holds</li> <li>○ Renewals.</li> <li>○ Single Sign-On (SSO)</li> <li>○ Real-time item availability</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Issues that prevent synchronization of: <ul style="list-style-type: none"> <li>○ bibliographic records (additions, deletions, edits), and</li> <li>○ item availability.</li> </ul> </li> <li>• Issues that prevent (on a supported desktop or mobile web browser) personal record-keeping and community-contributed content: <ul style="list-style-type: none"> <li>○ My Shelves</li> <li>○ Lists</li> <li>○ Star Ratings</li> <li>○ Reviews &amp; Comments</li> <li>○ Following &amp; Ignoring</li> <li>○ Messaging</li> <li>○ Other Community Functionality.</li> </ul> </li> <li>• Issues that prevent (on a supported mobile browser) interaction with any feature listed in the two bullets in the “Primary” column for the BiblioCore service.</li> </ul>	<p>All other issues or requests including:</p> <ul style="list-style-type: none"> <li>• Text changes and cosmetic issues not affecting site functionality</li> <li>• Changes to mapping of configurable features -- formats, audience, availability status, etc.</li> <li>• Analytics issues.</li> </ul> <p>Other issues not covered in primary and secondary.</p>

	<ul style="list-style-type: none"> <li>• Issues that affect the availability of the Core APIs.</li> <li>• Cosmetic issues affecting site functionality</li> </ul> <p><i>If applicable:</i></p> <ul style="list-style-type: none"> <li>• Visibility of BiblioCloudRecords</li> <li>• Rendering augmented content supplied by others</li> <li>• Create and view functions for BiblioSuggest.</li> <li>• Visibility of links for Combined Catalog</li> <li>• Access fines-payment service provided by others</li> <li>• Translations</li> <li>• Search results are incorrectly scoped.</li> </ul>	
<b>BiblioWeb Service</b>		
<p>Issues that prevent:</p> <ul style="list-style-type: none"> <li>• Site availability</li> <li>• Availability of the footer</li> <li>• Availability of Find-a-Location Page</li> <li>• BiblioEvents widget display</li> <li>• Availability of Online-Resources pages</li> <li>• BiblioWeb Admin Login;</li> </ul> <p>Or issues that cause a loss of major functionality on the Homepage - e.g.:</p> <ul style="list-style-type: none"> <li>• Stylesheets not loading,</li> <li>• Cards not loading</li> <li>• Homepage Manager not accessible.</li> </ul>	<p>Issues that prevent:</p> <ul style="list-style-type: none"> <li>• Availability of individual Location Pages</li> <li>• Creation or publication of blogs or news posts</li> <li>• Ability to manage Browse pages</li> <li>• Ability to manage Program pages</li> <li>• Creation or submission of forms</li> <li>• Creation of FAQs</li> <li>• Ability to upload and access media</li> </ul> <p>Or cosmetic issues affecting site functionality.</p>	<p>All other issues or requests including:</p> <ul style="list-style-type: none"> <li>• Text changes and cosmetic issues not affecting site functionality</li> <li>• Availability of Archival Collections &amp; Special Content</li> <li>• Availability of sidebar widgets</li> <li>• Analytics</li> </ul> <p>Other issues not covered in primary and secondary.</p>
<b>BiblioEvents Service</b>		



<p>Issues that prevent:</p> <ul style="list-style-type: none"> <li>• Registration for events</li> <li>• Creating/editing events</li> <li>• Search for events</li> <li>• Visibility of event listings</li> <li>• Availability of information on Event Details Page.</li> </ul>	<p>Issues that prevent:</p> <ul style="list-style-type: none"> <li>• Availability of reporting data</li> </ul> <p>Or cosmetic issues affecting site functionality</p>	<p>Other issues including text and cosmetic issues not affecting site functionality</p> <p>Other issues not covered in primary and secondary.</p>
<p><b>BiblioApps Service</b></p>		
<p>Widespread issues affecting app activation, login, holds and renewal will be treated as critical priority. All other issues will be treated as normal or low priority. This space will be updated with a full list of categories when the redesigned apps are launched.</p>		

## 2) Combined Classification for BiblioEmail

The following combines Issue Importance, Prevalence and Severity Classification for BiblioEmail. Please refer to *III. Response Commitments* below for associated service response times.

Emergency	Critical	Normal	Low
<p>Widespread issues with:</p> <ul style="list-style-type: none"> <li>• Login to Email Manager</li> <li>• Sending of emergency emails.</li> </ul>	<p>Widespread issues with:</p> <ul style="list-style-type: none"> <li>• Creation of Segment Emails</li> <li>• Ability to sign-up for email</li> <li>• Ability for subscribers to update their preferences or unsubscribe</li> <li>• Sending of Segment Emails Creation of Campaign Emails and drip campaigns (phase 2)</li> <li>• Sending of pre-built automated emails or transactional emails.</li> </ul>	<p>Issues that prevent:</p> <ul style="list-style-type: none"> <li>• Contact management</li> <li>• Segment management</li> <li>• Issues with library-built drip campaigns.</li> </ul>	<p>All other issues or requests, including:</p> <ul style="list-style-type: none"> <li>• Changes to mapping of BiblioWeb terms to BiblioEmail</li> <li>• Text changes and cosmetic issues not affecting functionality</li> <li>• Changes to terms on sign-up and user preferences pages</li> <li>• ‘View in Browser’ functionality in email</li> <li>• Analytics</li> <li>• Other issues not covered elsewhere.</li> </ul>

### 3) Definition of prevalence

<b>Prevalence of failure</b>	<b>All users</b>	<ul style="list-style-type: none"><li>• Feature outages are estimated to be system-wide, found consistently across any use of the feature on all supported browsers and across multiple patrons</li></ul>
	<b>Majority of users</b>	<ul style="list-style-type: none"><li>• Feature outages are estimated to affect a significant portion of average monthly users of the library's online presence or staff</li></ul>
	<b>More than a few users</b>	<ul style="list-style-type: none"><li>• Feature outages are estimated to affect a small portion of average monthly users of the library's online presence, but still big enough to suggest that there might be a pattern to the issue</li></ul>
	<b>A few users</b>	<ul style="list-style-type: none"><li>• Feature outages are estimated to affect just a handful of users</li></ul>

## II. Severity classification

Based on the issue type (I), the following severity classifications are assigned. In the following section, response commitments for each type are described.

A. Questions		B. Configuration Tasks	C. Suggestions
1) Regarding your ILS and Tomcat Server			
Normal	Low	Normal	Low

D. Corrections				
		2) Importance of feature		
1) Prevalence of Failure		Primary	Secondary	Tertiary
All		Emergency	Critical	Normal
Majority		Emergency	Critical	Low
More than a few		Critical	Normal	Low
Few		Normal	Low	Low

### III. Response Commitments.

	Severity Level			
	Emergency	Critical	Normal	Low
<b>Contact Method</b>	<b>Online Ticket Entry</b>  or  Backup Emergency Phone Line	<b>Online Ticket Entry</b>	<b>Online Ticket Entry</b>  or  Self-help through Partner Portal	<b>Online Ticket Entry</b>  or  Self-help through Partner Portal
<b>Start Review Commitment</b>	Immediate.	Next working business hour.	Within two business days.	Within two business days.
<b>Start Work Commitment</b>	Immediate	Within one business day.	In context of ongoing work.	As resources allow.
<b>Resolution Commitment</b>	Work until resolved, except where blocked by third-party dependencies.	If possible without code changes, usually resolved within 24 hours. If code changes are needed, BiblioCommons may release a hotfix, or else defer code changes to an upcoming release Feature Release.	In the context of ongoing work.	As resources allow.

### **Online ticket entry**

BiblioCommons manages support through an online ticketing system built into the BiblioCommons Partner Portal. This is the standard gateway for all communications with BiblioCommons Support. BiblioCommons will supply access to this service to the Library for the purpose of issue tracking.

All issues including emergencies should be reported to BiblioCommons through online support tickets. Once Requests are submitted they will be triaged, with resources and scheduling assigned based on an assessment of the importance of the issue.

### **Backup Emergency Phone**

A toll-free emergency phone number will be made available to library staff as a backup measure for emergencies. However for the best results, we encourage staff to create tickets online. BiblioCommons staff will be reachable at this number 24/7. The current phone number is **1 (855) 436-6381 x 0**.



## **SCHEDULE “C” SERVICE LEVELS**

BiblioCommons will use commercially reasonable measures to make the Core, Web and Events services available with a minimum uptime standard of 99.5%, excluding scheduled maintenance windows or any unavailability resulting from a Subscriber’s applications, equipment, facilities, or employees.

### **Service Unavailability**

At the request of the Subscriber, BiblioCommons will calculate Subscriber’s Service Unavailability for the previous month. “Service Unavailability” consists of the number of minutes that the Core Service was not available to Subscriber, and includes any unavailability associated with any unscheduled maintenance. Outages will only be counted if Subscriber notifies BiblioCommons within five business days of the outage.

Service Unavailability will not include:

- a) any scheduled maintenance;
- b) any unavailability resulting from a Subscriber’s applications, equipment, facilities, or employees;
- c) any acts or omissions of Subscriber, or any use or user of the Service authorized by Subscriber; and
- d) any event outside the commercially reasonable control of BiblioCommons and Force Majeure events as defined in the Agreement.

### **Remedy**

Subscriber’s exclusive remedy for a failure of the Service shall be that for any continuous period of 24 hours or more of Service Unavailability, at Subscriber’s request, Subscriber’s Term shall be extended for one additional week without additional charge.

### **Scheduled Maintenance**

The Subscriber acknowledges that the Service may not be available to Subscriber and Authorized Patrons during scheduled maintenance. For the purposes of this paragraph, “Scheduled Maintenance” only refers to planned, routine maintenance carried out by BiblioCommons that has the effect of significantly limiting the functions of the Service available to Subscriber and Authorized Patrons.

BiblioCommons shall limit Scheduled Maintenance to ten hours per month and shall make reasonable efforts to notify Subscriber of Scheduled Maintenance not less than twenty-four hours in advance.

## **SCHEDULE “D” TECHNICAL REQUIREMENTS**

Subscriber must meet the following requirements in order to take advantage of the Service. These requirements may be amended from time to time by BiblioCommons in accordance with evolving technical standards in the industry.

### **ILS SERVER AND DATABASE**

- The ILS server must be an instance of an ILS system as may be agreed to by BiblioCommons.
- The ILS server must offer or accommodate a reliable programmatic method:
  - to access cataloguing and patron data; and
  - to execute circulation requests on behalf of a User
  - to execute any other ILS-based services stipulated in this Agreement.
- Libraries must be able to provide the version number of the ILS application and its underlying database and operating system. Database version is only required for CARL.X, Evergreen and Horizon ILSs.
- The ILS must perform user authentication via barcode and PIN (personal identification number) or password.

### **CONNECTOR**

The Services will communicate with Subscriber’s ILS via a connector, which will either be locally hosted in Subscriber’s network (the “Local Connector”) or hosted by BiblioCommons (the “Cloud Connector”). Connector type will be determined based on Subscriber’s ILS. The following requirements will apply based on the connector type.

#### CLOUD CONNECTOR

##### **Access**

- Subscriber shall ensure that full access to the ILS API is externally available.
  - BiblioCommons uses technical and logical controls to protect its environment and to ensure that users can only access and act on information for which they have authorization.
  - Any additional security requirements from Subscriber may be accommodated for a supplementary implementation fee by written agreement.

#### LOCAL CONNECTOR

##### **Tomcat Server**

- There must be a new and correct installation of Apache Tomcat on a server (“the Tomcat server”) in the library environment. Tomcat Manager must be installed using BiblioCommons’ pre-configured Tomcat instance, or installed to meet BiblioCommons’ configuration requirements.
- There must be an instance of Java 1.8 on the Tomcat server, and it must be modifiable as BiblioCommons requirements evolve.
- Tomcat must be available through Subscriber’s firewall to the BiblioCommons servers with sufficient privileges and access required to comply with integration requirements.
- As required for monitoring and testing, BiblioCommons must be given unconditional SSH or Remote Desktop access to the server running Tomcat. In the event that such access is not provided by Subscriber, the uptime standard and remedy outlined in Schedule “C” will be void and additional subscription fees will apply (see “If Subscriber Does Not Meet the Required Conditions” below).
  - Access must be provided through a single set of credentials.
- Applicable only for Symphony ILS:
  - The Tomcat Server must be installed on the same server in which any Unicorn/Symphony API server commands are located.
  - For Unicorn/Symphony, the Tomcat Server must be run using the ‘sirsi’ user.

## **Hardware**

- The Tomcat server CPU must have at least 2Ghz in processing speed, or processing speed that provides response time that is acceptable to Subscriber and BiblioCommons
- The Tomcat server must have a minimum of 512 MB of available RAM (for small libraries, under 25,000 population served), 1 GB (for medium libraries, under 100,000 population served) or 1 GB or more (for large libraries).
- The Tomcat server must have a minimum 5 GB of free space on the hard-drive.
- The Tomcat server CPUs must not exceed 50% utilization (with existing, non-BiblioCommons load).

## **Access**

- The standard security configuration provides for access to the ILS connector by opening a port in Subscriber's firewall to BiblioCommons servers.
  - BiblioCommons uses technical and logical controls to protect its environment and to ensure that users can only access and act on information for which they have authorization.
  - Any additional security requirements from Subscriber may be accommodated for a supplementary implementation fee by written agreement.
- During the testing and acceptance phase, if any incompatibilities with API calls arise, BiblioCommons will be granted SSH access to the system in order to verify API calls. Libraries using Symphony will need to grant SSH access to the system with the 'sirsi' user in order to verify API calls.

## **BANDWIDTH**

- The library's communication (all network communication from the connector to the ILS server, the ILS database, and to the external Internet) must be through a high-speed, reliable Internet connection: 5Mbps bi-directional (upload/download) or better for a small or medium-sized library, or 44Mbps bi-directional or better for a large library serving a population over 100,000.

## **ASSISTANCE**

To successfully launch and maintain the BiblioCommons service, Subscriber must be prepared to provide:

- A Project Manager (the "Library Project Manager") to act as a liaison between your library and BiblioCommons;
- A lead technical contact.

## **USER INTERFACE**

Subscriber will be asked to provide graphic elements that meet basic usability criteria and specifications of the application.

## **IN-LIBRARY TERMINALS**

BiblioCommons offers support for in-library terminals for the following browsers:

- Apple Safari - Supported versions of Safari on maintained versions of Apple macOS
- Google Chrome - Latest two versions of Chrome on maintained versions of MS Windows and Apple macOS
- Mozilla Firefox - Latest two versions of Firefox on maintained versions of MS Windows and Apple macOS
- Microsoft Edge - Latest two versions of Edge on maintained versions of MS Windows

An up-to-date listing of the oldest supported browsers will be posted here: <http://www.bibliocommons.com/how-we-work/supported-browsers>

Other browser support may be provided by written agreement.

## **DATA QUALITY**

In order to facilitate BiblioCommons data transfers and the sharing of information among patrons and libraries, BiblioCommons has deployed the following minimum standards for data, which are preconditions for the Service. BiblioCommons has worked with other libraries to develop these standards based on the demands of both the ILS and the user experience.

### **MARC and Patron Data**

BiblioCommons' requirements for MARC mapping reflect typical cataloguing practice:

- Use of AACR2 or RDA and MARC21 standards for Bibliographic and Authority data;
- Authority and Bibliographic records must be exportable separately with corresponding links between the two.

Subscriber will complete a survey describing a set of rules that can be used across all bib records to isolate key data for mapping into BiblioCommons schemas, including for example and without limitation:

- Format values (e.g., DVD, Braille book)
- Audience values: Adult, Teen, Children
- Fiction/Non-fiction/Other

BiblioCommons will only support character sets and character-set encoding practices typical in library environments.

BiblioCommons reserves the right not to support nonstandard library data practices and practices that require custom parsing of data.

### **Identifiers and Other Required Fields**

- Library records must have persistent identifiers over time. For example, record numbers must persist for any batch delete and re-add process of the same set of records.
- All key elements such as patron identification, bibliographic record identification and item identification must have a unique permanent identifier
  - For example, if a patron loses their library card, their barcode may change, but the new barcode must reference the same unique permanent identifier.
  - Universal identifiers should be in place for all bibliographic records where practically possible.
- Patron records must have a birth date field, though not necessarily birth data.

## **CATALOGUING WORKFLOWS**

Subscriber should be prepared to describe acquisition and cataloguing workflows, explaining how records are added, changed and deleted in various cases (e.g., brief records created during the inter-library loan processes, records created during the acquisitions process, records that are suppressed from the online public access catalogue (OPAC), batch processes). BiblioCommons will support cataloguing practice and workflows that are typical among public libraries in North America.

Subscriber must notify BiblioCommons in advance when a larger than normal number of records is added, edited, or deleted from their ILS.

### **IF SUBSCRIBER DOES NOT MEET THE REQUIRED CONDITIONS**

BiblioCommons will show flexibility in the requirements detailed in this Schedule "D" if mutually agreeable alternatives are found. But in the absence of such alternatives and where Subscriber fails to meet materially any of the requirements, Subscriber will a) use its own resources to perform the work necessary to conform to the requirements or to specifications applied by BiblioCommons in libraries of similar size and with the same or similar ILS deployment, or b) hire

BiblioCommons at a rate of \$1500 per day per technician to develop a reasonable solution that will be specified and estimated in advance by BiblioCommons.

For Local Connector only: In the event that Subscriber does not provide 24-hour, 7 day-a-week remote desktop access to the server running Tomcat, Subscriber will pay to BiblioCommons an additional annual fee of ten thousand dollars (\$10,000).



## **SCHEDULE “E” PRIVACY STATEMENT**

*A link to the Privacy Statement will appear to all Authorized Patrons or users registering with BiblioCommons during the registration process, and will appear on all main pages of the Service. The following Privacy Statement was in effect November 2020 and may be amended by BiblioCommons from time to time.*

*PUBLIC LIBRARY* has entered into an agreement with BiblioCommons to provide online services that make it easier to find, discover and use collections, services and programs at the library. In addition, you may also choose to use this service to share ratings and commentary about the titles you find at *PUBLIC LIBRARY*, and to connect with other library users. When you use *PUBLIC LIBRARY* services that say “Powered by BiblioCommons” at the bottom of the page, you are using what is referred to in this document as the “BiblioCommons Service,” and any information that is collected or shared here will be governed by this Privacy Statement.

BiblioCommons believes that effective privacy controls are the cornerstone of open and engaged communities. We have implemented the standards described on this page to protect the privacy of all users, at the same time providing the opportunity to share information about books, movies and music for those who are interested. By using the BiblioCommons Service, you agree to the terms of this BiblioCommons Privacy Statement and the [BiblioCommons Terms of Use](#). The BiblioCommons Privacy Statement and BiblioCommons Terms of Use can be accessed anytime through the links at the bottom of each page that is powered by BiblioCommons; together they are the only documents that govern your relationship with BiblioCommons.

### **Is this the only policy governing the use of my information on services offered by the library?**

No. Information you provide on the BiblioCommons Service may be transmitted to your library and its designated service partners, where it will be handled according to the policies your library has implemented in those environments. Please check the library’s website to view these documents, or speak to a librarian.

### **What types of information are collected on this service?**

Several types of information may be collected and stored on the BiblioCommons Service:

- Personal information
- Borrowing information
- Shared content
- Feedback and Suggestions
- Non-Identifying information

You will find a description of how this information is handled in the sections that follow.

#### **Personal Information**

### **What personal information is gathered?**

BiblioCommons gathers personal information that you provide or choose to import from *PUBLIC LIBRARY*. If you register for the BiblioCommons Service, your library barcode, PIN and borrower ID, name, birth month and year, and email address are automatically loaded into your on-line account from your library record. If some of this information is not available in your record you may be asked to provide it.

### **How is my personal information used?**

We use your personal information to create an online account in your name, provide the services that you have requested, monitor and improve the service, keep your library record up to date, and customize content. We may store some of this

information in a secure third-party data repository. We do not share your information or activity with ad networks or other entities that are not directly involved in the services you choose to use.

If you choose to share information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Lists or My Shelves (“Shared Content”), information such as the username or name you have chosen to display, your library affiliation(s) and age group may accompany your Shared Content and appear on a profile page that summarizes your Shared Content. If you would like to change your username or modify the information that is made publicly available in connection with these features, please visit your [Settings](#).

BiblioCommons may disclose your personal information and any content associated with your account if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, or (b) enforce the Terms of Use, including investigation of potential violations hereof.

### **Is my personal information protected?**

Information in your BiblioCommons account that personally identifies you is encrypted during transmission and storage. This information will be used by BiblioCommons and *PUBLIC LIBRARY* to deliver the services you request in accordance with this Privacy Statement. BiblioCommons will not share, gift, sell, rent or trade your personal information (e.g. your email address or month and year of birth). But we may display Shared Content (defined below) in the BiblioCommons Service, or make other commercial uses of Shared Content.

### **Law Enforcement Requests**

BiblioCommons does not share information in response to law enforcement requests unless it is presented with a warrant or other legal compulsion.

### **Can I change or delete my personal information?**

You may alter or delete any of the personal information in your BiblioCommons account except for your name, birth information and your library card number(s); please contact your library staff to make changes to these. If your personal information is updated either through the BiblioCommons Service or directly on your *PUBLIC LIBRARY* account with the help of library staff, we will synchronize the new information in both locations.

At any time, you may request to have your BiblioCommons account deleted without impacting your account with *PUBLIC LIBRARY*. To have your BiblioCommons account deleted, please contact your library. Note that while your BiblioCommons account information will not be available after deletion, some of that information may persist on memory discs

### **Do I have to provide contact information?**

No, you do not need to provide contact information to use the BiblioCommons Service. However you may choose to do so in order to receive notices related to your use of the library through the BiblioCommons Service. Your contact information will not be used by BiblioCommons for any other purpose without your consent, or shared with any party other than *PUBLIC LIBRARY* without your direction to do so. We encourage you to check *PUBLIC LIBRARY*'s policies to understand the other ways in which your contact information may be used by *PUBLIC LIBRARY*.

BiblioCommons may send email or display messages on the service that provide you with the choice to take advantage of new features and functionality based on your past activity and stated preferences. To change your preferences for system messaging, please go to [My Settings](#).

## **Email Service** *[section omitted if Subscriber does not use BiblioEmail module]*

*PUBLIC LIBRARY* uses the BiblioCommons Service to provide emails about library collections, services and programs. You may receive emails powered by BiblioCommons if you signed up for them on the library website, or if your library included your account on their distribution list. BiblioCommons uses the following information for emails when available:

- name
- email address
- library card expiration date
- last 4 digits of your library card
- areas of interest (e.g. audience, format, location, genres, topics).

You may update your information or unsubscribe from the email service at any time, by selecting the ‘unsubscribe or update your preferences’ link from the bottom of any email.

Additionally, your library may import additional data about your library usage to provide you with relevant information in email communications. Contact your library for more information.

BiblioCommons uses tracking technologies (such as pixels and interaction logging) to collect usage data about your interactions with the emails, including which emails are opened and what content is engaged with. This information allows *PUBLIC LIBRARY* to perform analysis into the use and performance of emails, to better serve you in subsequent emails.

## **What measures are in place to protect children?**

Parts of the BiblioCommons Service are open to children under the age of thirteen. However additional measures have been taken to protect their privacy and safety. Patrons under the age of thirteen (13) years (“minors”) will be restricted from using the BiblioCommons Service to enter free text; however provision may be made for a more permissive service for minors with parental consent. While the Terms of Use prohibits the use of the BiblioCommons Service to arrange meetings with minors, children should be advised never to arrange meetings with strangers over the Internet.

User-generated content may not be appropriate for children. The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content may be offensive to some users. Enabling this functionality will help decrease the likelihood of children encountering objectionable material when using the BiblioCommons Service.

## **Where can I learn more about internet safety for users under the age of 18?**

We recommend that parents and guardians discuss internet privacy and safety with their children. When using the internet, children should be advised:

- never to give out personal information such as their real name, phone number, email address, or school without first consulting their parents or guardians, and
- never to arrange a meeting with someone they met online.

More information about children’s safety online can be found on the following sites.

*Safety tips for children:*

- <http://kidshealth.org/en/kids/internet-safety.html>
- [http://www.safesurfingkids.com/tips\\_for\\_kids.htm](http://www.safesurfingkids.com/tips_for_kids.htm)

Tips for parents:

- <http://www.google.com/familysafety/advice.html>
- <http://www.internetsafety101.org/safety101.htm>

### **How can parents and guardians oversee the personal information of their children?**

Guardians of underage users in the US may make a request to review and alter the personal information collected from their children on this service, or to deactivate their child's BiblioCommons account. The first step in gaining access to your child's account is to make your request in person to staff at one of the library's locations. Be prepared to show proof of your identity and of your relationship with the child. Staff will then have the information retrieved and delivered to you by mail or held for pick-up. Note that guardians cannot be given access to a child's borrowing record.

Note that the BiblioCommons Service does not require children under the age of 13, as a condition of participation, to provide more information than is reasonably required.

### **Borrowing Information**

#### **Is my borrowing record tracked?**

No. Lists of your current loans, due dates, outstanding fines, etc. may be loaded from your library record during your sessions online, but this information is not stored on your BiblioCommons account, and it is never shared with other users. You may choose to create a record of your recently-borrowed titles if this service is supported by your library; information about recently borrowed items is never made available to the public unless you choose to enter specific titles on your shelves or in other Shared Content. If you do not choose to enable the recently-borrowed feature, no automatic record of your borrowing will be created.

### **Shared Content**

#### **What is Shared Content?**

You may use the BiblioCommons Service to record information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Lists or My Shelves; all of this content is called "Shared Content". Shared Content may be useful for your own reference and can help other users find resources and information.

When you contribute content to an individual title, that title is automatically added to My Shelves, a collection that gathers all of the titles to which you have contributed content or chosen to add to your shelves. You may also create Shared Content by interacting with others through messaging, forums, or collaborative guides.

#### **Can Shared Content be viewed by the public?**

Shared Content has been designed for sharing, and is usually public. However you may make portions of your Shared Content private by using your [Privacy Settings](#). In addition, messages sent directly to other users through the service are not publically viewable.

If you are uncomfortable with the idea of sharing content with others, you may decide not to use My Shelves or contribute ratings, comments, guides, or other types of Shared Content. You do not need to create Shared Content in order to use the BiblioCommons Service.

#### **Will my name be visible with my Shared Content?**

Content and messages that you leave in public view or send to other users will be accompanied by the username that you create, or by whatever display name that you choose at a later date in your account settings. This display name is also linked



to your profile page, which includes links to your Shelves, your shared Lists, and any other profile information you choose to display.

### **Can I change my Shared Content?**

Shared Content that is not interactive may be edited or deleted on this service at any time. Deleted content is removed from our data bases and inaccessible to other users, but may remain in our data back-up system and in third-party search indexes like Google. Shared Content that is not deleted may remain available on the BiblioCommons Service indefinitely, even if you have closed your library account.

Messages and chat cannot be deleted or edited once they have been sent. They are logged and archived indefinitely. In the event of complaints regarding violations of the BiblioCommons Terms of Use, this type of information may be used by BiblioCommons to investigate.

Interactive Shared Content that other users may respond or contribute to, such as discussions, may be visible to others indefinitely in association with your display name, and may persist after your BiblioCommons account is terminated.

### **Other Information**

#### **Feedback and Suggestions**

When you submit feedback or suggestions they will not be considered confidential and may be stored with your name and email address for analysis and follow-up.

#### **Non-Identifying Information**

BiblioCommons also records anonymous information and activity in order to improve the quality and scope of the features and content you access through the BiblioCommons Service. For example:

Information such as your browser type or anonymized IP address may be used to help us understand how visitors use the service over time and how it might be improved.

Data from your account may also be aggregated in an anonymous way.

Anonymous search logs are analyzed to improve the search algorithms.

Activity such as borrowing and reading may be aggregated anonymously to guide the development of the library's collections or to allow publishers to understand how their titles are being used.

Non-identifying information may be stored in a secure online service such as Google Analytics for use by BiblioCommons or your library. You can opt out of recording your non-identifying site-activity data on Google Analytics by installing the [Google Analytics opt-out browser add-on](#). The add-on prevents the Google Analytics JavaScript (gtag.js, ga.js, analytics.js, and dc.js) that is running on websites from sharing information with Google Analytics about visit activity.

### **Cookies**

Cookies are small files used to enhance the functionality of websites.

BiblioCommons may set and access temporary session cookies on your computer in order to make our system easier for you to use. In addition, a more persistent cookie is used to store your user preferences. These files do not contain or transfer



any personally-identifiable information. You may also choose on the log-in page to save your username in a cookie by checking “remember me.” If you wish to be notified when you receive a cookie, you may set your browser to do so.

### **External Sites**

The Internet is a big place: take care to guard your personally identifying information. This website may link to other websites that collect personal information. We recommend that you review the privacy policies of these sites before providing them with any personal data.

### **Changes to this Privacy Statement**

This privacy statement may change from time to time in response to new laws, or to an evolution in BiblioCommons policies or practices. We encourage you to check this privacy statement from time to time for changes. Your continued use of BiblioCommons after a change will signify your acceptance of the new terms.

### **Change of Service**

In the event that *PUBLIC LIBRARY* discontinues its participation in the BiblioCommons Service, the *PUBLIC LIBRARY* may transfer your information to a new service of a similar nature. In addition, *PUBLIC LIBRARY* may agree to have your information transferred to a successor entity of BiblioCommons or to any entity, which purchases substantially all of the assets related to BiblioCommons or a division of BiblioCommons.

Comments? Questions? Contact us: [privacy@bibliocommons.com](mailto:privacy@bibliocommons.com)

Privacy Officer  
BiblioCommons  
5060 Spectrum Way, suite 100  
Mississauga, ON L4W 5N5, Canada  
tel. 1 (647) 436 6381

PUBLIC LIBRARY may have additional policies that govern other aspects of the services we offer. Please check the library's homepage to view these documents, or speak to a librarian.

## **SCHEDULE “F” TERMS OF USE**

*Acceptance of the Terms of Use is a condition of any use of the Service. In addition upon registration, which is required before an Authorized Patron may access circulation functions or contribute content, he or she must signal his or her agreement to the Terms of Use by clicking a checkbox. The following Terms of Use were in effect September 2018 and may be amended by BiblioCommons from time to time.*

*PUBLIC LIBRARY* has entered into an agreement with BiblioCommons to provide an online service that will make it easier to track your holds and renewals and find the titles you are looking for. In addition, you may also choose to use this service to share ratings and commentary about the titles you find at *PUBLIC LIBRARY*, and to connect with other BiblioCommons users. When you use the pages in *PUBLIC LIBRARY*'s catalog that say “Powered by BiblioCommons” in the lower left-hand corner of the screen, you are using what is referred to here as the “BiblioCommons Service,” and these BiblioCommons Terms of Use apply. Your use of the BiblioCommons Service is subject to the BiblioCommons Terms of Use, and indicates that you accept these Terms of Use, which includes the [BiblioCommons Privacy Statement](#); together they are the only documents that govern your relationship with BiblioCommons. You may not use the BiblioCommons Service if you do not accept the Terms of Use; please read them carefully.

### **Is this the only policy governing my use of the library’s services?**

No. *PUBLIC LIBRARY* may have additional policies that govern other aspects of the services we offer. Please check the library’s website to view these documents, or speak to a librarian.

## **REGISTRATION**

### **Is Registration Necessary?**

It is not necessary to register with the BiblioCommons Service in order to search the *PUBLIC LIBRARY* catalog. However, registration is required to use BiblioCommons for personalized services, such as managing your renewals and holds, contributing ratings and reviews, personalized recommendations, and communicating electronically with other users.

### **Who is Eligible to Register?**

Registration for use of the BiblioCommons Service is open to all patrons of *PUBLIC LIBRARY* and other libraries affiliated with BiblioCommons (*PUBLIC LIBRARY* and other affiliated libraries are referred to herein as “Participating Libraries”).

### **Can children use this service?**

Children are welcome to register for the Service. However, we recommend that parents and guardians discuss internet privacy and safety with their children regularly. Please read the [BiblioCommons Privacy Statement](#) to find out more about the measures that have been put in place on the BiblioCommons Service to protect the privacy and security of children, and for information on protecting your child’s privacy and safety online.

### **Where can I find out more about the privacy policy of the BiblioCommons Service?**

The privacy of your personal information is important to BiblioCommons. We have established security measures and controls to ensure that your information is only used as you wish. We encourage you to review the BiblioCommons [Privacy Statement](#), which forms a part of these Terms of Use, as well as the *PUBLIC LIBRARY* Privacy Policy.

## SHARED CONTENT

### What is Shared Content?

You may use the BiblioCommons Service to create “Shared Content,” which is any information, content or opinion that you post on the Service; it includes online conversations on the Service and selections you create using Lists or My Shelves. Shared Content may be useful for your own reference and can help other users find resources and information. Shared Content may include for example collections, ratings, reviews, video, or conversations with other users.

You may make portions of your Shared Content private, or you may leave it publicly available (as “Public Content”) for the benefit of yourself and other users in your library and on the World Wide Web. To learn more about the controls BiblioCommons has put in place to protect your privacy, please refer to the BiblioCommons [Privacy Statement](#), or visit your [privacy settings](#).

### Who owns Shared Content?

Registered Users retain any ownership rights they have in content that they post on the BiblioCommons Service. However as described below, other users of the service, *PUBLIC LIBRARY* and BiblioCommons are granted an irrevocable, perpetual, non-exclusive license to use Shared Content.

### Can other users use my Shared Content?

The sharing of content is an important objective of the BiblioCommons Service. When you contribute Shared Content that can be viewed by others, you grant a license to other users to make use of that material under an [Attribution-Noncommercial-Share Alike Creative Commons License](#). This is a license that grants others the non-commercial right to copy, distribute, display, perform the work or create derivative works on the condition that the original author is credited, and that any derivative distribution is licensed in the same way. Unless otherwise indicated, you have the right to use Shared Content contributed by others according to the same Creative Commons license.

### What rights do *PUBLIC LIBRARY* and BiblioCommons have to use Shared Content?

By contributing content such as reviews and comments to the BiblioCommons Service, you are granting BiblioCommons and *PUBLIC LIBRARY* the right to use this content broadly. BiblioCommons may display Shared Content in the services that we sell to libraries or other third parties. Unless otherwise indicated, when you post Public Content, you grant, represent and warrant that you have the right to grant BiblioCommons and *PUBLIC LIBRARY* an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license, with the right to sublicense, to use, copy, publicly display, reformat, translate, excerpt, perform, adapt, create derivative works from, and distribute such content with the name or username you have chosen to display.

If you do not want to give BiblioCommons and *PUBLIC LIBRARY* these rights, please do not contribute Shared Content on the BiblioCommons Service.

### What are my responsibilities when I choose to post Shared Content?

You are solely responsible for the Shared Content that you post to the BiblioCommons Service, or transmit to or share with other users. Please read carefully the section in these Terms of Use entitled "Appropriate Use" to ensure that you understand the responsibilities that you incur when you post Shared Content.

BiblioCommons respects the intellectual property of others, and we ask our users to do the same. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply. BiblioCommons may, at our discretion, disable and/or terminate the BiblioCommons accounts of users who violate these Terms of Use.

### **What can I do if I see content that infringes on my intellectual property rights?**

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide BiblioCommons' copyright agent the written information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. BiblioCommons' copyright agent can be reached via email at [copyright@bibliocommons.com](mailto:copyright@bibliocommons.com), or at the above mailing address. Please provide:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Address:

BiblioCommons  
5060 Spectrum Way, Suite 100  
Mississauga, ON L4W 5N5, Canada  
tel. 647 436 6381

### **Is Shared Content ever removed from the BiblioCommons Service for other reasons?**

Some users may not wish to view all user generated content. BiblioCommons users who are logged-in have the option of blocking, "ignoring" or collapsing content from specified users on an individual basis. Ignoring a user can be reversed. The BiblioCommons Service also offers the ability to collapse user-generated content that other users have flagged as containing content that they consider offensive or otherwise inappropriate.

BiblioCommons will allow all Users to collapse user-generated content based on their individual viewing preferences. But an individual User's viewing preferences shall not affect the viewing preferences of other Users.

All posted content is subject to the Appropriate Use standards of these Terms of Use. If you see content that violates the Appropriate Use standards, you may flag the content by using the 'Report This' tool that is adjacent to all Shared Content when you are logged in.

If content is flagged by a number of different users – three at this time – it is reviewed for compliance with the Terms of Use. If such content is found to violate the Terms of Use, it may be removed from public view and an email will be sent to the User who authored the content, notifying the User of the right to appeal the initial determination. The email will notify the User that BiblioCommons has removed the flagged content, indicate the specific Terms of Use that were violated, and state the process for appealing BiblioCommons' initial determination. A User's failure to submit a written appeal in the manner described in the email notice within thirty (30) days of the date of the notice will render the decision to remove the content final.

BiblioCommons will give Users who appeal the initial determination within 30 days as provided above an opportunity to explain why the flagged content complies with the Terms of Use. BiblioCommons will review the information provided by the User in support of the appeal and shall decide, after considering that information, whether the content complies with or violates the Terms of Use. BiblioCommons shall decide an appeal within 30 days of receiving it.

If BiblioCommons determines that the flagged content does not violate the Terms of Use, it shall restore the flagged comment. If BiblioCommons determines that the flagged content violates the Terms of Use, it shall promptly notify the User of its decision not to restore the flagged content and the reason for the decision.

The BiblioCommons Service is not intended for the storage of valuable or irreplaceable data.

### **Appropriate Use Standards**

All visitors to the BiblioCommons Service agree not to:

- access or attempt to access areas of the BiblioCommons Service in which they are not authorized;
- use or attempt to use another person's account without our authorization, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- solicit personal information from anyone under the age of 18, use the BiblioCommons Service to arrange a meeting with anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- disable, overburden, impair the proper performance or functionality of the BiblioCommons Service or otherwise use or attempt to use the BiblioCommons Service to organize a meeting with any individual who is under 18 years of age;
- use or access the BiblioCommons Service or related systems in a way that adversely affects the performance or function of the service;
- use any automated system to harvest or capture any BiblioCommons Content (as defined below) from the BiblioCommons Service, except as may be specifically permitted using RSS/XML feeds;
- co-brand the BiblioCommons Service or portion thereof ("co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in a manner reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the BiblioCommons Service or BiblioCommons Content);



- "frame" the BiblioCommons Service or portion thereof so that the BiblioCommons Service or BiblioCommons Content appears in the same window with a portion of another website.

If you choose to register, you agree to:

- provide and maintain accurate, current and complete information;
- ensure that your account is used in keeping with all terms governing the use of the BiblioCommons Service, including these Terms of Use;
- maintain the security of your password and username;
- not register for more than one account.

### **Appropriate Use When Posting Content**

Remember that the Service is used by visitors with a broad range of ages and sensibilities. You agree not to use the Service to upload, post, transmit, share, store or otherwise make available any content that:

- violates the Appropriate User Standards;
- is unrelated to the specific book, movie, music or other library material that is the subject of the post or displayed page;
- is unlawful, threatens or incites violence, physical intimidation or other unlawful action or otherwise creates a genuine risk of imminent harm or direct threat to safety;
- consists of or depicts obscene material as defined by applicable state, provincial or national law;
- constitutes unlawful multi-level marketing, such as a pyramid scheme;
- constitutes unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam and/or chain letters for commercial or personal gain;
- is private information about or belonging to any third party, including, without limitation, home addresses, home phone numbers, personal email addresses, personal identification numbers and credit card numbers, the disclosure of which would constitute an invasion of privacy or otherwise be prohibited under applicable law;
- contains software viruses, worms, or any other computer code, files or programs designed to interrupt, gain illegal access, destroy or limit the functionality of any data, software, hardware, or telecommunications equipment;
- infringes upon or violates the rights of any individual or entity under applicable state, provincial or national law including without limitation, intellectual property rights;
- constitutes, encourages or provides instructions for a criminal offense or that would otherwise create liability or violate any local, state, national or international law.

### **Warning About Content**

You understand that by using the BiblioCommons Service, you may encounter content that may be considered indecent or otherwise objectionable. Consequently, you agree to use the BiblioCommons Service at your sole risk and you agree that neither BiblioCommons nor any Participating Library shall have any liability to you for any such content that may be found to be indecent or otherwise objectionable.

Neither BiblioCommons nor *PUBLIC LIBRARY* verify the accuracy, truthfulness or reliability of any information posted by users, endorse any opinions, or confirm the credentials of any users who may post information. You should always

exercise caution and not rely or act upon any information available on the BiblioCommons Service, particularly information that relates to your legal rights, financial arrangements or health.

BiblioCommons may at any time use automated translation tools to make the BiblioCommons Service or portions of it available in languages other than English. Such tools have significant limitations and only the English version of any translated content is considered the definitive version.

The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content does not conform to the Terms of Use or is otherwise inappropriate for all users. Enabling this functionality will help decrease the likelihood of encountering objectionable material when using the BiblioCommons Service.

### **How are feedback and suggestions managed?**

BiblioCommons accepts feedback, questions, comments, ideas, concepts, or techniques for new services or products through the Service ("Suggestions"). When you submit Suggestions you agree that they will not be considered confidential, and that they may be stored with your name and email address in a database that may be located outside of your country. By submitting any Suggestions, you grant BiblioCommons an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Suggestions in any manner, and you agree that we may contact you via email for clarification or additional feedback.

## **BIBLIOCOMMONS CONTENT**

The services and content provided on BiblioCommons ("BiblioCommons Content") are comprised of 1) services and content provided by Participating Libraries, BiblioCommons and third-party providers ("Service Content"); and 2) Shared Content contributed by users. All BiblioCommons Content is protected by law, and its use is governed by the rights described below.

### **Can I display BiblioCommons Content on other websites?**

The Service makes it possible for you to feature public BiblioCommons Content on external third party websites or applications. This is encouraged under the terms described here. Pages on any external third-party websites and applications that display BiblioCommons Content must provide a link from each extract to an original presentation of that material on a BiblioCommons webpage. We reserve the right, at any time and without notice, to object to or require the removal of any link that is misleading, or interrupts or interferes with the Service provided by BiblioCommons.

### **Are there any restrictions on my use of the Service Content in other environments?**

BiblioCommons and *PUBLIC LIBRARY* grant our authorized users a limited, personal, non-transferable, revocable license to access and use the Service and Service Content for personal, non-commercial use. All other rights are reserved. Except as arranged by separate agreement, you may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the Service Content in any way except for your own personal, non-commercial use; nor may you disassemble, decompile, or reverse engineer the Service. The Service Content is the intellectual property of Participating Libraries, BiblioCommons, or their affiliates or their licensors, and is protected by US and international copyright law. Some elements of the Service Content are also protected by trademark law and laws related to trade dress, trade secrets, and unfair competition.

## **OTHER NOTICES**

### **Overdue Notification Service**

Reminder notifications are not a replacement for keeping track of your borrowing. Neither BiblioCommons nor *PUBLIC LIBRARY* take responsibility for fines that result from missed reminders. You can check your account status by visiting [My Borrowing](#).

### **Warning About Links to Other Sites**

The BiblioCommons Service may contain links to other websites and resources that are not a part of the Service ("Linked Sites"). We provide links to Linked Sites as a convenience to the Users of the Service and such links do not imply any endorsement of the Linked Sites by us. We have no control over the content of Linked Sites. Users must be aware that the Linked Sites may also have terms of use or privacy policies that differ significantly from those of the Service. All use of Linked Sites is at your own risk.

### **General**

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any tribunal having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. Any waiver of any portion of these Terms of Use or of any right or remedy of BiblioCommons must be in writing in order to be effective.

### **Limitation of Liability**

To the extent permitted by law and to the extent that BiblioCommons or Participating Libraries are otherwise found responsible for any damages, BiblioCommons or Participating Libraries are responsible for actual damages only. To the extent permitted by law, in no event shall BiblioCommons, its affiliates, its licensors, its suppliers, participating libraries, or any third parties mentioned at the Service be liable for any incidental, indirect, exemplary, punitive or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the Service or the Content, regardless of the theory of law upon which such claim may be based, including warranty, contract, tort, and whether or not BiblioCommons or Participating Libraries are advised of the possibility of such damages. To the extent permitted by law, the remedies stated in these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

Any action or claim related to these Terms of Use or arising from your use of the Service must be brought within twelve (12) months of the existence of the alleged facts giving rise to the action or claim.

### **Disclaimer of Warranties**

Neither BiblioCommons nor Participating Libraries make any representations with respect to the BiblioCommons Service, including any representations related to results that may be obtained by using the BiblioCommons Service. All use of the Service is at the sole risk of the user.

The BiblioCommons Service and the BiblioCommons Content are provided on an "as is" basis and BiblioCommons and Participating Libraries disclaim any and all warranties to the fullest extent permissible by law, including implied and/or statutory warranties, including but not limited to implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. Neither BiblioCommons nor the Participating Libraries make any representations or warranties about (and specifically disclaim any responsibility for) the accuracy, completeness, security or timeliness of the BiblioCommons Service and its content. No warranties may be made in relation to the website or its contents except as contained in these Terms of Use.

You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these terms of use are fair and reasonable.

### **Indemnity**

You agree to defend, indemnify, and hold harmless BiblioCommons and the Participating Libraries (as well as their officers, directors, employees, agents, successors and assigns) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from, or in connection with your use of this Service or your breach of these Terms of Use.

### **Your First Amendment and Other Rights**

BiblioCommons has worked extensively with libraries across the United States to ensure that these Terms of Use protect your First Amendment and other rights as a library patron. These Terms of Use (including the mechanics around removing Shared Content as described above) have been created and are revisited from time to time, to ensure that they are reflective of, and otherwise protect, your First Amendment and other library patron rights. These Terms of Use should not be interpreted in any matter to lessen or remove your First Amendment rights or any other statutory rights you may have as a library patron.

### **Jurisdiction and Forum**

Your use of the Service and these Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding (a) its conflicts of law rules and (b) the United Nations Convention on Contracts for the International Sale of Goods (including all related protocols). Any dispute, claim or action related to your use of the Service or under these Terms of Use shall be resolved by arbitration under the Arbitration Act (Ontario) by a single arbitrator sitting in Toronto, Ontario, in the English language, and you further agree and submit to the exercise of personal jurisdiction of such arbitrator(s) for the purpose of litigating any such claim or action.

Notwithstanding any provision of this section of the Terms of Use, BiblioCommons shall be free to seek interim or injunctive relief before any court of competent jurisdiction for a breach or a threatened breach of any provision of these Terms of Use that may, in our absolute discretion, require an urgent remedy. For the purposes of the foregoing, you expressly attorn to the jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada sitting in Toronto, Ontario and waive any claim or defense that such forum is not appropriate. You agree that the limitations on liability, disclaimer of warranties and indemnity provisions of this Terms of Use are for the benefit of BiblioCommons, our Participating Libraries and their successors.

## **Compliance with Law**

You agree to use the BiblioCommons Service in strict compliance with all applicable laws and regulations. You shall take no actions which would cause BiblioCommons or Participating Libraries to be in violation of any laws, rulings or regulations applicable to BiblioCommons or Participating Libraries.

## **Complete Agreement**

Except as expressly provided in a separate written agreement between you and BiblioCommons, these Terms of Use constitute the entire agreement between you and BiblioCommons with respect to your use of the BiblioCommons Service.

## **Updating these Terms of Use and the Service**

The BiblioCommons service is constantly evolving in order to provide the best possible experience for our users, and our terms may change accordingly. However we will not reduce your rights under these Terms of Use without your explicit consent. We will post any changes to the Terms on this page and, if the changes are significant, we will provide a more prominent notice on the Service. Your continued use of the BiblioCommons Service signifies your acceptance of any revised Terms of Use.

Without specific notice to you, BiblioCommons may change, supplement, delete or update any portion of the Service; or establish or change, at any time, general practices and limits concerning our products and services.

## **Termination**

You agree that BiblioCommons, in its sole discretion, may terminate or suspend your use of the BiblioCommons Service and BiblioCommons Content at any time regardless of whether the BiblioCommons Service remains accessible by others. BiblioCommons may discontinue the BiblioCommons Service at any time without liability to you. Upon termination of the license, you shall cease all use of the BiblioCommons Service.



## **SCHEDULE “G” ADDITIONAL FEES**

Additional fees may apply in certain circumstances as referenced in the Agreement. The following fees are in effect on the date hereof. Data exports will be completed after payment from Subscriber has been received and provided that Subscriber is not in material breach of any of its material obligations under this Agreement.

### **G.1 - Patron-Contributed Data Export Upon Termination – BiblioCore and BiblioWeb**

Fee: \$2,000.00

Format: .csv format or such other format that the Parties may agree upon

Scope: Shared Content that has been submitted by Users via the BiblioCore and BiblioWeb products

### **G.2 - Staff-Contributed Data Export Upon Termination – BiblioWeb**

Fee: \$500.00

Format: XML format (text only)

Scope: Content (text only) that is in production that has been created by Subscriber’s staff in the BiblioWeb product



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1290

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**TO:** Housing Authority Commissioners  
**FROM:** Jennifer Palmer, Executive Director Housing Authority  
**REPORT BY:** Alex Carrasco, Project Manager  
**SUBJECT:** Second Amendment to Agreement No. 250009B (NCHA) with Environmental Aqua, Inc.

---

### **RECOMMENDATION**

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

### **BACKGROUND**

Napa County Housing Authority contracts with Environmental Aqua (Operator) for all water treatment operations and maintenance of the Farmworker Center Public Water Systems (PWS). The Operator is certified by the state for treatment and has over thirty-eight (38) years of experience in the water improvement industry. Routine maintenance at this PWS includes addition of media to remove arsenic, an element found naturally in underground raw water. The Operator recommends emergency replacement of media to remove additional arsenic and ensure safe, healthy drinking water to all residents (lodgers and property management staff).

### **Requested Action:**

Approve and authorize Amendment No. 2 to Agreement 250009B (NCHA) with Environmental Aqua, Inc. to increase contract maximum to \$126,870 for Fiscal Year 2024-2025, and extend the term through September 30, 2025 with a revised scope of work.

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes

Is it currently budgeted?

Yes

Is it Mandatory or Discretionary?

Mandatory

Discretionary Justification:

This is a matter of health and safety for onsite residents that will ensure safe drinking water for farmworkers residing at the Farmworker Centers.

Is the general fund affected?

No

Future fiscal impact:

Services will be budgeted accordingly on an annual basis to ensure compliance and safety.

Consequences if not approved:

Potential violation of public health if water is not treated accordingly.

**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.

**AMENDMENT NO. 2 TO  
NAPA COUNTY HOUSING AUTHORITY AGREEMENT NO. 250009B (NCHA)  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 TO NAPA COUNTY HOUSING AUTHORITY AGREEMENT NO. 250009B** is made and entered into as of this 1st day of July, 2025, by and between NAPA COUNTY HOUSING AUTHORITY, a public housing authority established pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as “AUTHORITY”, and ENVIRONMENTAL AQUA Inc., a California corporation whose mailing address is 896 Aldrige Road, Suite D, Vacaville, CA. 95688, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, on June 25, 2024, AUTHORITY and CONTRACTOR entered into Napa County Housing Authority Agreement No. 250009B (Agreement) in order to provide routine and non-routine water system inspection, testing, and maintenance consisting of a Certified Water Distribution Operator service at a Grade 2 level for the three farmworker housing centers owned by AUTHORITY ; and

**WHEREAS**, on September 10, 2024 AUTHORITY entered into Amendment No.1 add non-routine services for water treatment;

**WHEREAS**, AUTHORITY needs additional non-routine services for water treatment for Fiscal Year 2024/2025 and remaining term of the agreement and to increase the maximum compensation to accommodate these additional services. CONTRACTOR is willing and able to provide these additional services.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, AUTHORITY and CONTRACTOR agree to amend the Agreement No. 250009B as follows:

**TERMS**

1. Paragraph 1 of the Agreement is amended to read in full as follows:
  1. Term of the Agreement. The term of the Agreement shall commence on July 1, 2024, and shall expire on September 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination of Clause), 10 (Other Termination) or 23(a)(Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed

by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention)

2. Exhibit “A” and Exhibit “A-2” of the Agreement is rescinded and replaced in full by the document entitled Exhibit “A-3,” respectively incorporated herein, and all references in the Agreement to Exhibit “A” and “A-2” shall mean Exhibit “A-3.”

3. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, AUTHORITY shall pay CONTRACTOR at the rates set forth in Exhibit “A-3” attached hereto and incorporated by reference herein.

(b) Expenses. No Travel or other expenses shall be reimbursed by AUTHORITY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be set forth in the table 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.

Fiscal Year	Annual Total
2024-2025	\$126,870
2025-2026	\$29,267

2. This Amendment No. 2 represents all the changes to the Agreement agreed to by the AUTHORITY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in Amendment No. 2 shall remain in full force and effect.

3. 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.

4. 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.

*[Remainder of page intentionally left blank]*



**IN WITNESS WHEREOF**, this Amendment No. 2 is executed by the AUTHORITY, acting by and through the Chair of the Board of Commissioners, and by CONTRACTOR through its duly authorized officer.

Environmental Aqua, Inc. , a California Corporation,

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

DUANE E. JOHNSON, President

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

MELODIE BULLOCK, Secretary

NAPA COUNTY HOUSING AUTHORITY, a Public  
Housing Authority

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

Anne Cottrell, Chair  
Board of Commissioners

“AUTHORITY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i> Authority Counsel</p> <p>Date: 7.18.25</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>
--	--	--

~~EXHIBIT A-2~~

Exhibit A-3

**NAPA COUNTY HOUSING AUTHORITY  
FARM WORKER HOUSING CENTERS  
Budget Projection for Services of  
Environmental Aqua, Inc./Duane E. Johnson, Jr. or Melodie Bullock  
Public Water System Distribution & Treatment Operator 2  
Fiscal Year 2024/25  
Dated: ~~08/2024~~ 06/2025**

Calistoga Public Water System	\$ 42,523.06	Routine \$37,520.54
Non-Routine Services - LV Lead/Lag System	\$ 17,654.35	Non Routine - LV Lead/Lag System \$16,933.38
Estimated Sales Tax 7.75%	\$ 2,763.84	Non-Routine \$15,665.96
	<b>\$ 62,941.25</b>	<hr/> Total \$70,119.88
<hr/>		
Mondavi Public Water System	\$ 30,931.30	Routine \$20,919.63
Estimated Sales Tax 7.75%	\$ 987.62	Non-Routine \$4,813.46
	<b>\$ 31,918.92</b>	<hr/> Total \$25,733.09
<hr/>		
River Ranch Public Water System	\$ 25,998.86	Routine \$23,167.41
Estimated Sales Tax 7.75%	\$ 698.11	Non-Routine - \$7,848.91
	<b>\$ 26,696.97</b>	<hr/> Total \$31,016.32
<hr/>		
<b>FY 2024/25 Budget Projection:</b>	<b>\$ 121,557.14</b>	<b>\$126,869.29</b>

\*\*\*Laboratory and Vendor fees typically increase annually (January 1, 2025). If we receive price increases from the laboratory or other supply vendors within this fiscal year, Cal Aqua reserves the right to adjust NCHA pricing accordingly.

## NCHA Farm Worker Centers

FY 2024/2025

~~8/2024~~

NON-ROUTINE SERVICE REPAIRS AND MAINTENANCE PERFORMED WILL BE BILLED AT THE FOLLOWING LABOR RATES, PLUS PARTS AND MATERIALS AS NEEDED.

Description	Rate
Service Call/Emergency Call	\$150
Site Service Fee	\$125
Labor per hour, One Technician	\$145
Labor per hour, Two Technicians	\$258
PWS Admin Labor per Hour	\$125
After Hours/Weekend Rate	time and a half of applicable rate above

NON-ROUTINE SERVICE BUDGET IS ESTIMATED AT \$4,400.00 PER FARM WORKER CENTER. TYPICALLY WE AVERAGE 4 YEARS OF NON-ROUTINE SERVICE EXPENDITURES HOWEVER, IN THE BEGINNING OF 2024, WE ANTICIPATE THE SWRCB WILL REQUIRE 4 QUARTERS OF PFAS SAMPLING, WHICH IS A "FOREVER" CHEMICAL AND WE ARE NOT YET CERTAIN OF THE DATE, COST, OR METHOD OF SAMPLING THAT WILL BE REQUIRED.

**NAPA COUNTY HOUSING AUTHORITY  
FARM WORKER HOUSING SYSTEM  
Water System Operation Services  
Calistoga Farm Worker Center - CA2800039  
EAI Price List for FY 2024/25**

**Dated: ~~08/2024~~**

<b>Materials/Service:</b>	<b>Monthly Fee(s)</b>	<b>Miscellaneous Fee(s)</b>	<b>Quarterly Fee(s)</b>	<b>Annual Fee(s)</b>	<b>Annual Total</b>
Monthly Maintenance Fee	\$ 540.00				\$ 6,480.00
Bacterial Test	\$ 70 <del>69.00</del>				\$ 828.00
Bacterial Test MPN Raw well			\$ 85.00		\$ 340.00
Document Processing Fee			\$ 11.00		\$ 44.00
<b>RAW WATER SAMPLE</b>					
Arsenic Total	\$ 48 <del>37.00</del>				\$ <del>444.00</del>
Iron	\$ 33 <del>32.00</del>				\$ <del>384.00</del>
Manganese	\$ 33 <del>32.00</del>				\$ <del>384.00</del>
<b>SOFTENER EFFLUENT SAMPLE</b>					
Iron	\$ 33 <del>32.00</del>				\$ <del>384.00</del>
Manganese	\$ 33 <del>32.00</del>				\$ <del>384.00</del>
<b>ARSENIC TRAIN EFFLUENT SAMPLE</b>					
(Train 1(A) or 2(B) bi-mo.rotational basis)					
Post Worker Column	\$ 38 <del>37.00</del>				\$ <del>444.00</del>
Post Guard Column 1	\$ 37.00				\$ 444.00
Combined Treated Effluent	\$ 37.00				\$ 444.00
Document Processing Fee	\$ 99.00				\$ 1,188.00
Electronic Document Transfer Fee (EDT)	\$ 90.00				\$ 1,080.00
pH Test (on-site)	\$ 15.00				\$ 180.00
Hardness	\$ 11.00				\$ 132.00
Doc Processing Fee	\$ 3.00				\$ 36.00
Nitrate Test				\$ 71.00	\$ 71.00
Nitrate Document Processing Fee				\$ 11.00	\$ 11.00
Nitrate EDT Fee				\$ 90.00	\$ 90.00
Nitrite Test				\$ 71.00	\$ 71.00
Nitrite Document Processing Fee				\$ 11.00	\$ 11.00

Nitrite Elec.Doc.Trans.(EDT) Fee				\$ 90.00	\$ 90.00	
<b>FY 2024/2025</b>	<b>Monthly</b>	<b>Miscellaneous</b>	<b>Quarterly</b>	<b>Annual</b>	<b>Annual</b>	
<b>Calistoga - Page 2</b>	<b>Fee(s)</b>	<b>Fee(s)</b>	<b>Fee(s)</b>	<b>Fee(s)</b>	<b>Total</b>	
Secondary Standards				\$ 1,043.00	\$ 1,043.00	
Secondary Stds Doc. Processing Fee				\$ 11.00	\$ 11.00	
Secondary Stds EDT Fee				\$ 90.00	\$ 90.00	
Primary Inorganics				\$ 952.00	\$ 952.00	
Primary Inorganics Doc. Processing Fee				\$ 11.00	\$ 11.00	
Primary Inorganics EDT Fee				\$ 90.00	\$ 90.00	
Volatile Organic Chemicals (VOC)				\$ 318.00	\$ 318.00	
VOC Doc. Processing Fee				\$ 11.00	\$ 11.00	
VOC EDT Fee				\$ 90.00	\$ 90.00	
1,2,3-Trichloropropane (1,2,3-TCP)				\$ 170.00	\$ 170.00	
1,2,3-TCP Doc Processing Fee				\$ 11.00	\$ 11.00	
1,2,3-TCP EDT Fee				\$ 90.00	\$ 90.00	
Safer Clearinghouse Mos Water Usage Logging	\$125 <del>94.00</del>				<del>\$ 1,128.00</del>	
BackFlow Prevention Inspect/Cert. (2) \$195 ea.				\$ 390.00	\$ 390.00	
<b>Materials/Service - Delivery Fee/per month</b>	\$ 45.00				\$ 540.00	
*Salt (avg. 15 bags/mos.) \$12.95/ea.	\$ 194.25				\$ 2,331.00	
*4"x20"30-05 Filters (2 ea 2 mos) \$43.20 ea.	\$ 86.40				\$ 1,036.80	
*Res-up Resin Cleaner (1 quart/mos.)	\$ 19.95				\$ 239.40	
*UV Germicidal Lamp Replacement (2 lamps)				\$ 848.00	\$ 848.00	
*UV Quartz Sleeve Replacement				\$ 532.00	\$ 532.00	
Annual Tank Cleaning (2 tanks) <b>\$390 ea.</b>				\$ 780.00	\$ 780.00	
Consumer Confidence Reports				\$ 475.00	\$ 475.00	
Electronic Annual Report (eAR) to SWRCB				\$ 475.00	\$ 475.00	
*Adsorption Column(avg. 18/per yr. \$1578.00 ea)				\$ 10,749.65	\$ 10,749.65	
Annual PWS Inspection w/NCEH				\$ 545.00	\$ 545.00	
Back-up Power Exercise and Maintenance			\$ 185.00		\$ 740.00	
Annual backup generator training for staff				\$ 300.00	\$ 300.00	
*Non-routine Services				<del>\$ 4,562.21</del>	<del>\$ 4,562.21</del>	\$15,665.96
<b>Annual Total Subtotal</b>					<del>\$ 42,523.06</del>	\$37,520.54
<b>Monthly &amp; Quarterly Subtotal</b>	\$ 1,542.60		\$ 281.00			
<b>ANNUAL BUDGET TOTAL (12 months)</b>	<b>\$ 18,511.20</b>	<b>\$ -</b>	<b>\$ 1,124.00</b>	<b>\$ 22,887.86</b>	<del><b>\$ 42,523.06</b></del>	<b>\$53,186.50</b>

NOTE: Materials subject to State of California sales tax of 7.75% are denoted with an asterisk (\*) and estimated sales tax for Calistoga Farm Worker Center is reflected under the Budget Projection tab.



FY 2024/2025 Calistoga - Page 3		Monthly Fee(s)	Miscellaneous Fee(s)	Quarterly Fee(s)	Annual Fee(s)	Annual Total	
Non- Routine Services - LV Lead/Lag System					<del>17654.35</del>	<del>17654.35</del>	\$16,933.38
FY 2024/2025						<del>\$ 60,177.41</del>	
TOTAL BUDGET FY 2024/2025						<del>\$ 60,177.41</del>	\$70,119.88

Maintenance and Service Recommended for FY 2024/2025:

- 1) The back-up generator battery and charge maintainer for start-up is worn from years of use and exposure.
- 2) Backflow devices were leaking at last inspection and require valve seal rebuild kits.
- 3) Tank level gauge and monitor should be installed to monitor water level and water availability in the event of an emergency.
- 4) Generator enclosures are damaged and falling apart from exposure and deterioration, recommend replace and upgrade exterior shed to protect equipment
- 5) Booster pumps are "porpoising" or surging indicating an issue with the pressure tanks or booster pumps. Evaluation of cause of porpoising should be performed to determine next steps for correction. A separate estimate for non-routine repairs will be submitted based upon evaluation findings.

**NAPA COUNTY HOUSING AUTHORITY  
FARM WORKER HOUSING SYSTEM  
Water System Operation Services  
Mondavi Farm Worker Center - CA2800040  
EAI Price List for FY 2024/2025**

**Dated: 08/2024**

Materials/Service	Monthly Fee(s)	Miscellaneous Fee(s)	Quarterly Fee(s)	Annual Testing	Annual Total
Monthly Maintenance Fee	\$ 540.00				\$ 6,480.00
Bacterial Test (present/absent) Treated Water	\$70 <del>69.00</del>				\$ <del>828.00</del>
Bacterial Test MPN Raw well	\$86 <del>85.00</del>				\$ <del>1,020.00</del>
Bacterial Document Processing Fee	\$ 22.00				\$ 264.00
<b>EFFLUENT WATER SAMPLE</b>					
Manganese			\$ 43 <del>32.00</del>		\$ <del>128.00</del>
Manganese Document Processing Fee			\$ 11.00		\$ 44.00
Manganese Elec. Doc. Trans. (EDT) Fee			\$ 90.00		\$ 360.00
Iron			\$33 <del>32.00</del>		\$ <del>128.00</del>
Iron Document Processing Fee			\$ 11.00		\$ 44.00
Iron Elec. Doc. Trans. (EDT) Fee			\$ 90.00		\$ 360.00
<b>SOFTENER EFFLUENT SAMPLE</b>					
Onsite Manganese - Weekly per permit		\$ 11.00			\$ 528.00
Doc Processing Fee		\$ 3.00			\$ 144.00
<b>RAW WATER SAMPLE</b>					
Onsite Hardness	\$ 11.00				\$ 132.00
Doc Processing Fee	\$ 3.00				\$ 36.00
pH Reading	\$ 15.00				\$ 180.00
Nitrate Test				\$ 71.00	\$ 71.00
Nitrate Document Processing Fee				\$ 11.00	\$ 11.00
Nitrate Elec.Doc.Trans.(EDT) Fee				\$ 90.00	\$ 90.00
Nitrite Test				\$ 71.00	\$ 71.00
Nitrite Document Processing Fee				\$ 11.00	\$ 11.00
Nitrite Elec.Doc.Trans.(EDT) Fee				\$ 90.00	\$ 90.00
1,2,3-Trichloropropane (1,2,3-TCP)				\$ 170.00	\$ 170.00
1,2,3-TCP Doc Processing Fee				\$ 11.00	\$ 11.00
1,2,3-TCP EDT Fee				\$ 90.00	\$ 90.00
Secondary Standards				\$ 1,043.00	\$ 1,043.00

Secondary Stds Doc. Processing Fee				\$ 11.00	\$ 11.00
<b>FY 2024/2025</b>	<b>Monthly</b>	<b>Misc.</b>	<b>Quarterly</b>	<b>Annual</b>	<b>Total</b>
<b>Mondavi - Page 2</b>	<b>Fee(s)</b>	<b>Fee(s)</b>	<b>Fee(s)</b>	<b>Testing</b>	
Secondary Stds EDT Fee				\$ 90.00	\$ 90.00
Primary Inorganics				\$ 952.00	\$ 952.00
Primary Inorganics Doc. Processing Fee				\$ 11.00	\$ 11.00
Primary Inorganics EDT Fee				\$ 90.00	\$ 90.00
BackFlow Prevention Inspect/Cert. (4) \$195 ea.				\$ 780.00	\$ 780.00
Safer Clearinghouse Mos Water Usage Logging	\$125 <del>94.00</del>				<del>\$ 1,128.00</del>
<b>Materials/Service - Delivery Fee/per month</b>	\$ 45.00				\$ 540.00
*Salt (avg. 15 bags/mos.) \$12.95 ea.	\$ 194.25				\$ 2,331.00
*Res-up Resin Cleaner (1 quart/mos.)	\$ 19.95				\$ 239.40
*4"x20"30-05 Filters (2 ea 2 mos) \$43.20 ea.	\$ 86.40				\$ 1,036.80
*UV Germicial Lamp Replacement (2 lamps)				\$ 848.00	\$ 848.00
*UV Quartz Sleeve Replacement (2 sleeves)				\$ 532.00	\$ 532.00
Annual Tank Cleaning (2 tanks) <b>\$390.</b>				\$ 780.00	\$ 780.00
Consumer Confidence Reports				\$ 475.00	\$ 475.00
Electronic Annual Report (eAR) to SWRCB				\$ 475.00	\$ 475.00
Annual PWS Inspection w/NCEH				\$ 545.00	\$ 545.00
Back-up Power Exercise and Maintenance			\$ 185.00		\$ 740.00
Annual backup generator training for staff				\$ 300.00	\$ 300.00
*Non-routine services				<del>\$ 6,693.10</del>	<del>\$ 6,693.10</del>
<b>Annual Total Subtotal</b>					<del>\$ 30,931.30</del>
<b>Monthly &amp; Quarterly Subtotal</b>	\$ 1,184.60	\$ 14.00	\$ 451.00	\$ 14,240.10	
<b>Annual Cost (12 months)</b>	<b>\$ 14,215.20</b>	<b>\$ 672.00</b>	<b>\$ 1,804.00</b>	<b>\$ 14,240.10</b>	<del>\$ 30,931.30</del>

NonRtne \$4,813.46

Routine \$20,919.63

**NOTE: Materials subject to State of California sales tax of 7.75% are denoted with an asterisk (\*) and estimated sales tax for Mondavi Farm Worker Center is reflected under the Budget Projection tab.**

FY 2024/2025 \$ ~~30,931.30~~ Total \$25,733.09

TOTAL BUDGET FY 2024/2025 \$ ~~30,931.30~~ Total \$25,733.09

Maintenance and Service Recommended for FY 2024/2025:

- 1) Generator enclosures are damaged and falling apart from exposure and deterioration, recommend replace and upgrade exterior shed to protect equipment
- 2) Tank level gauge and monitor should be installed to monitor water level and water availability in the event of an emergency
- 3) The back-up generator battery and charge maintainer for start-up is worn from years of use and exposure.
- 4) UV intensity monitors are no longer reading correct UV intensity. Sensor rods, quartz sleeves and additional housing housing cleanings have been performed in an attempt ot fix the low UV dosage from the unit. The intensity monitors are analog and the replacements will be an upgrade to digital (analog has been discontinued).

**NAPA COUNTY HOUSING AUTHORITY  
FARM WORKER HOUSING SYSTEM  
Water System Operation Services  
River Ranch Farm Worker Center - CA2800035  
EAI Price List for FY 2024/2025**

**Dated: ~~08/2024~~**

<b>Materials/Service</b>	<b>Monthly Fee(s)</b>	<b>Miscellaneous Fee(s)</b>	<b>Quarterly Fee(s)</b>	<b>Annual Testing</b>	<b>Annual Total</b>
Monthly Maintenance Fee	\$ 540.00				\$ 6,480.00
Bacterial Test (present/absent) Treated Water	\$70 <del>69.00</del>				\$ <del>828.00</del>
Bacterial Test MPN Raw well	\$86 <del>85.00</del>				\$ 1,020.00
Bacterial Document Processing Fee	\$ 22.00				\$ 264.00
<b>SOFTENER EFFLUENT SAMPLE</b>					
Iron - Lab			\$33 <del>32.00</del>		\$ <del>128.00</del>
Manganese - Lab			\$ 43 <del>32.00</del>		\$ <del>128.00</del>
Document Processing Fee			\$ 22.00		\$ 88.00
Elec.Doc.Trans.(EDT) Fee			\$ 90.00		\$ 360.00
Color - Laboratory Special Group			\$ 37.00		\$ 148.00
Odor - Laboratory Special Group			\$ 53.00		\$ 212.00
Turbidity - Laboratory Special Group			\$ 36.00		\$ 144.00
Document Processing Fee			\$ 33.00		\$ 132.00
Elec.Doc.Trans.(EDT) Fee			\$ 90.00		\$ 360.00
<b>RAW WATER SAMPLE</b>					
On-Site Turbidity Sample			\$ 11.00		\$ 44.00
Document Processing Fee			\$ 3.00		\$ 12.00
Hardness	\$ 11.00				\$ 132.00
Document Processing Fee	\$ 3.00				\$ 36.00
Iron - 8 months of the year		\$ 11.00			\$ 88.00
Manganese - 8 months of the year		\$ 11.00			\$ 88.00
Document Processing Fee (Mos Trtd & Raw)		\$ 6.00			\$ 48.00
pH reading/chlorine residual weekly readings	\$ 22.00				\$ 264.00
Document Processing Fee	\$ 6.00				\$ 72.00
Nitrate Test				\$ 71.00	\$ 71.00
Nitrate Document Processing Fee				\$ 11.00	\$ 11.00
Nitrate Elec.Doc.Trans.(EDT) Fee				\$ 90.00	\$ 90.00

FY 2024/2025 - River Ranch - Page 2 SOURCE CHEM. MONITOR REQUIREMENTS	Monthly Fee(s)	Miscellaneous Fee(s)	Quarterly Fee(s)	Annual Total	Total
1,2,3-Trichloropropane (1,2,3-TCP)				\$ 170.00	\$ 170.00
1,2,3-TCP Doc Processing Fee				\$ 11.00	\$ 11.00
1,2,3-TCP EDT Fee				\$ 90.00	\$ 90.00
BackFlow Prevent Inspect/CertS (2) \$195/ea.				\$ 390.00	\$ 390.00
Safer Clearinghouse Mos Water Usage Input	\$125 <del>94.00</del>				\$ 1,128.00
<b>Dist. Chlorine Residual Annual Avg. (RAA)</b>					
RAA Report to CDPH Processing Fee			\$ 31.00		\$ 124.00
<b>Materials/Service</b> - Delivery Fee/per month	\$ 45.00				\$ 540.00
*Salt (avg. 15 bags/mos.) \$12.95/ea.	\$ 194.25				\$ 2,331.00
*Sodium Hypochlorite (est. 2 gal/mos.)	\$ 40.00				\$ 480.00
*Res-up Resin Cleaner (1 quart)	\$ 19.95				\$ 239.40
*Stenner Rebuild Kit				\$ 295.00	\$ 295.00
Consumer Confidence Report				\$ 475.00	\$ 475.00
Electronic Annual Report (eAR) to SWRCB				\$ 450.00	\$ 450.00
Annual Tank Cleaning (2 tanks) <b>\$390/ea.</b>				\$ 780.00	\$ 780.00
Annual PWS Inspection w/NCEH				\$ 545.00	\$ 545.00
Back-up Power Exercise and Maintenance			\$ 185.00		\$ 740.00
Annual backup generator training for staff				\$ 300.00	\$ 300.00
*Non-routine Services				\$ <del>5,662.46</del>	\$ <del>5,662.46</del> Non-Routine - \$7,848.91
<b>Annual Total Subtotal</b>					\$ <del>25,998.86</del>
<b>Monthly, Misc. &amp; Quarterly Subtotal</b>	\$ 1,151.20	\$ 28.00	\$ 655.00	\$ 9,340.46	
<b>Annual Cost (12 months)</b>	\$ 13,814.40	\$ 224.00	\$ 2,620.00	\$ 9,340.46	\$ <del>25,998.86</del> Routine \$23,167.41

NOTE: Materials subject to State of California sales tax of 7.75% are denoted with an asterisk (\*) and estimated sales tax for River Ranch is reflected under the Budget Projection tab.

FY 2024/2025 \$ ~~25,998.86~~ Total \$31,016.32

TOTAL BUDGET FY 2024/2025 \$ ~~25,998.86~~ Total \$31,016.32

Maintenance and Service Recommended for FY 2024/2025:

- 1) The back-up generator battery and charge maintainer for start-up is worn from years of use and exposure.
- 2) Exterior conduit at power switch is plastic and outdoor conduit should be metallic.
- 3) Tank level gauge and monitor should be installed to monitor water level and water availability in the event of an emergency
- 4) Generator enclosures are damaged and falling apart from exposure and deterioration, recommend replace and upgrade exterior shed to protect equipment
- 5) Chlorine solution tank needs complete cleaning - over the years, solution drop-out and debris has accumulated at the bottom of the tank and causes chlorine solution to degrade at a faster rate.





# Napa County

## Board Agenda Letter

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

Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1363

**TO:** Housing Authority Commissioners  
**FROM:** Jennifer Palmer, Executive Director of Housing Authority  
**REPORT BY:** Alex Carrasco, Project Manager  
**SUBJECT:** Acceptance of donation report for quarter ending June 30, 2025

### **RECOMMENDATION**

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

### **BACKGROUND**

The Napa County Housing Authority (Authority) is a public housing authority established pursuant to California Health and Safety Code section 34200 et seq. and is the owner of three farmworker centers located in Napa County. In accordance with Article VI of the Authority's donation policy, at the end of each quarter, Authority staff prepare a report to the Board for any donations received and declined in the aggregate amount per occurrence. The report must include: the name of the donor, total value of the donations received or declined, the name of the center receiving donation and the name of center utilizing the donation. For the quarter ending June 30, 2025, the Centers received a total of \$60,437 in cash donations.

Requested action: Accept donation report for quarter ending June 30, 2025.

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

Is there a Fiscal Impact?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Facilitate fiscal monitoring and ensure donation spending is consistent with intent of donors.
Is the general fund affected?	No
Future fiscal impact:	Certain donations may require preventative maintenance, which staff will monitor and budget for accordingly.

Consequences if not approved:

Noncompliance with donation policy.

**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 Housing Authority Donations Reporting Fiscal Year 2024-2025**  
Calistoga, River Ranch, and Mondavi Farmworker Centers

**For the Quarter Ended September 30, 2024**

Description	Donor	Center(s) Receiving Donation	Center(s) Utilizing Donation	Amount
Cash Donation for Sidewalk Repair	Cinco de Mayo Golf, Inc.	River Ranch	River Ranch	\$75,538.83
Subtotal				<b>\$75,538.83</b>

**For the Quarter Ended December 31, 2024**

Description	Donor	Center(s) Receiving Donation	Center(s) Utilizing Donation	Amount
Cash Donation for HVAC Units (2) - Dorms	Cinco de Mayo Golf, Inc.	Mondavi	Mondavi	\$27,900.00
Cash Donation for Walk-in Ref Repairs	Cinco de Mayo Golf, Inc.	Mondavi	Mondavi	\$9,264.26
Non Cash Donation for Christmas Gifts for Lodgers	Cinco de Mayo Golf, Inc.	Mondavi	Mondavi	\$4,719.63
Non Cash Donation for Annual Christmas Dinner	Cinco de Mayo Golf, Inc.	Mondavi	Mondavi	\$2,880.00
Non Cash Donation Owl Boxes, Poles and Maintenance	Cinco de Mayo Golf, Inc.	Calistoga	Calistoga	\$1,325.00
Subtotal				<b>\$46,088.89</b>

## Napa County Housing Authority Donations Reporting Fiscal Year 2024-2025

Calistoga, River Ranch, and Mondavi Farmworker Centers

### For the Quarter Ended March 31, 2025

Description	Donor	Center(s) Receiving Donation	Center(s) Utilizing Donation	Amount
Cash Donation for Hot Food Steam Table	Cinco de Mayo Golf, Inc.	Calistoga	Calistoga	\$6,038.31
Cash Donation for HVAC Staff Unit Repairs	Cinco de Mayo Golf, Inc.	River Ranch	River Ranch	\$3,365.00
Subtotal				<b>\$9,403.31</b>

### For the Quarter Ended June 30, 2025

Description	Donor	Center(s) Receiving Donation	Center(s) Utilizing Donation	Amount
Non Cash Donation - Dishwasher	State Water Resources Control Board	Calistoga	Calistoga	\$19,666.00
Non Cash Donation - Dishwasher	State Water Resources Control Board	River Ranch	River Ranch	\$19,667.00
Non Cash Donation - Dishwasher	State Water Resources Control Board	Mondavi	Mondavi	\$19,667.00
Cash Donation for Garden Supplies, Plants	Cinco de Mayo Golf, Inc.	Calistoga	Calistoga	\$617.00
Cash Donation for Garden Supplies, Plants	Cinco de Mayo Golf, Inc.	River Ranch	River Ranch	\$200.00
Cash Donation for Garden Supplies, Plants	Cinco de Mayo Golf, Inc.	Mondavi	Mondavi	\$620.00
				<b>\$60,437.00</b>

Donations Declined: No donations declined through Q4

Total Cash Donations Received	\$123,543.40
Total Non Cash Donations Received	\$67,924.63
<b>Total Donations Reported</b>	<b>\$191,468.03</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1327

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**TO:** Board of Supervisors

**FROM:** Brian D. Bordona, Director of Planning, Building, and Environmental Services

**REPORT BY:** Jesse Gutierrez, Principal Planner - Sustainability

**SUBJECT:** Amendment No. 3 to Agreement No. 240241B with Ascent Environmental, Inc. for the development of the Regional Climate Action and Adaptation Plan and Initial Study CEQA document.

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### **RECOMMENDATION**

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

### **BACKGROUND**

In June 2019, Napa County; the Cities of American Canyon, Calistoga, Napa, and St. Helena; and the Town of Yountville adopted Resolutions emphasizing the "Countywide Commitment to Address Climate Change." Following the Resolutions, all six jurisdictions came together to form the Climate Action Committee (CAC) via the signing of a Joint Powers Agreement (JPA). The CAC consists of two elected appointees from each of the jurisdictions for a total of 12 members.

At the October 6, 2022, meeting of the Napa County League of Governments (NCLOG), which included representatives from all six jurisdictions, there was broad support for proceeding with a Regional Climate Action and Adaptation Plan (RCAAP) to provide a policy and implementation framework for reducing greenhouse gas emissions (GHG) emissions.

At their meeting on May 16, 2023, the County Board of Supervisors directed staff to prepare and issue a Request for Proposals to consultants to prepare a RCAAP. The plan would provide a policy and implementation framework for reducing GHG emissions.

On November 27, 2023, the CAC unanimously affirmed staff's recommendation of Ascent's proposal for specialized services to develop a RCAAP and associated California Environmental Quality Act (CEQA). The



RCAAP will identify specific measures and actions to reduce GHG and adapt to climate change within the jurisdictions of the JPA.

Agreement No. 240241B between Napa County and Ascent Environmental Inc. was approved by the County Board of Supervisors on December 19, 2023. As part of the development of the RCAAP measures and actions, Ascent and supporting staff held six community outreach focus groups to discuss the region's most pressing concerns with organizations that work directly with residents in the region. The six focus groups highlighted conversations with organizations working with- Families, Youth, Community Organizations, Agricultural focus, Public Health, and Multi-Language Services. The project launched a public facing website [climateactionnapa.konveio.com](https://climateactionnapa.konveio.com) on which the public could participate.

Ascent has delivered memos from their research and studies supporting the measures and actions of the RCAAP. The GHG inventory memo, completed in 2022 by Ascent, is the baseline information for updating and forecasting GHG emissions. In addition to the GHG forecast memo, Ascent with assistance from the project team composed of County and City staff drafted potential GHG reduction measures and actions. In April 2024 the final Climate Vulnerability Assessment (VA) was presented which identifies and analyzes climate change effects that will impact Napa County and will aim to improve community resilience in the face of changing climate.

Ascent provided an evaluation of the CEQA environmental review options that would qualify the RCAAP as a CEQA qualified document once adopted. An All Jurisdiction Working Group (AJWG) made up of staff from each of the JPA jurisdictions was created to continue conversations at the staff level to help with review of the RCAAP. The AJWG will assist in better understanding each jurisdictions goals and priorities for implementing the measures and actions developed through the process. The AJWG and municipal agency leadership agreed to move forward with an Initial Study/Mitigated Negative Declaration (IS/MND) as the next step of the CEQA review process for the RCAAP. On June 27, 2025, the CAC gave staff direction to move forward with the IS/MND recommendation.

On July 9, 2025, Ascent provided a scope of work and estimated budget for the IS/MND of \$130,000 with an estimated timeline for completion of 9-10 months from the date of notice to proceed. This approach to the CEQA process is supported by the CAC and the costs of which would be shared by the member jurisdictions unless alternate sources or additional funding are secured.

### **Amendments**

This Amendment No. 3 will cover continued support for the development of the RCAAP, possible contingencies, and the new task of preparing an Initial Study/Mitigated Negative Declaration (IS/MND) for the RCAAP. This includes an MND assuming the IS concludes that any potential environmental impacts related to RCAAP implementation can be mitigated to a less-than-significant level. Additional services would include continued project management and coordination, meetings support, assessing potential environmental impacts and recommending feasible mitigation measures for potentially significant impacts. Environmental factors that may be affected by RCAAP implementation include Air Quality/Greenhouse Gas Emissions, Biological Resources, Cultural Resources, Energy, Noise and Vibration, and Transportation. Project deliverables will include an IS administrative draft, IS public draft, MND, administrative draft response to comments memorandum, final response to comments memorandum, mitigation and monitoring and reporting program, and hearing and approval support. Amendment No. 3 will increase the maximum compensation by \$130,000. The maximum payments under the Agreement totaled \$677,670 for professional services and \$211,040 for expenses.

Amendment No. 2 covered services for legal support for the preparation and completion of the RCAAP and the accompanying CEQA document. This includes review and feedback of the administrative and screen check drafts of the draft and final RCAAP, administrative and screen check drafts of the CEQA document, reviewing public comments received by the County on the RCAAP and the CEQA document and providing legal support in drafting responses to such comments, and interfacing with Ascent and County staff and officials, including, as needed, attendance at public meetings and/or closed sessions of the decisionmakers. Amendment No. 2 increased the maximum compensation by \$82,400. The maximum payments under the Agreement totaled \$547,670 for professional services and \$211,040 for expenses.

Amendment No. 1 covered additional costs and work not budgeted in the initial agreement. Additional support included updates and revisions to emissions forecasts, revisions to GHG measures, revisions to the Climate VA and adaptation measures, ensuring RCAAP is compliant with Section 508 of the Rehabilitation Act of 1973, support for an additional community outreach meeting, additional CAC meeting support, additional project coordination and management, and small contingency budget. Amendment No. 1 increased the maximum compensation by \$76,750. The maximum payments after Amendment No. 1 under the Agreement totaled \$465,270 for professional services and \$211,040 for expenses.

Agreement No. 240241B was for a maximum of \$599,560 of which \$500,000 was paid through a budget allocation obtained by former State Senator Bill Dodd and the remainder split between the municipalities on a pro rata basis.

### **Cost Share**

Costs related to Amendment No. 3, which will increase the maximum compensation by \$130,000, will be divided among the municipalities. In accordance with the cost-sharing formula agreed to in the JPA, the member jurisdictions are responsible for paying for costs under the Amendment, as follows:

Napa County	\$42,900
American Canyon	\$16,640
Calistoga	\$10,790
Napa	\$38,870
St. Helena	\$11,050
Yountville	\$9,750
Total	\$130,000

### **Requested Actions:**

1. Approve and authorize Amendment No. 3 to Agreement No. 240241B with Ascent Environmental, Inc. increasing the contract maximum by \$130,000 for a new contract maximum of \$888,710 for continued and additional specialized services to develop a Regional Climate Action and Adaptation Plan and prepare an Initial Study/Mitigated Negative Declaration CEQA document.

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

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary

## Discretionary Justification:

Preparation of a Climate Action Plan is included in both the General Plan and the Strategic Plan and has been supported by the Board of Supervisors in several Resolutions.

Is the general fund affected?

No

Future fiscal impact:

The project will be completed in FY 2025-2026.

Consequences if not approved:

The County and other jurisdictions will have to prepare/update individual Climate Action Plans. There will be reduced cooperation and coordination in regional greenhouse gas emission reduction efforts, and potentially less access to future grant and/or state funding.

**ENVIRONMENTAL IMPACT**

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

## **AMENDMENT NO. 3**

### **NAPA COUNTY AGREEMENT NO. 240241B**

#### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 240241B** is made and entered into as of this 5th day of August, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Ascent Environmental Inc., a California corporation”, whose mailing [or business] address is 455 Capitol Mall, Suite 300, Sacramento, CA. 95814, hereinafter referred to as “CONTRACTOR”.

#### **RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No. 240241B (the “Agreement”) on December 19, 2023 to obtain specialized services, as authorized by Government Code section 31000, in order to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document that identifies specific actions and strategies to reduce greenhouse gas emissions (GHG) and adapt to climate change within the following jurisdictions: City of American Canyon, City of Calistoga, City of Napa, County of Napa, City of St. Helena, and Town of Yountville; and

**WHEREAS**, on December 17, 2024, COUNTY and CONTRACTOR amended the Agreement to add services for continued and additional support for updates and revisions to emissions forecasts, revisions to GHG Measures, Climate VA and Adaptation Measures, ensuring RCAAP is compliant with Section 508 of the Rehabilitation Act of 1973, additional community outreach support, additional Climate Action Committee meeting support, additional project coordination and management, and contingent additional support and project coordination.; and

**WHEREAS**, on May 6, 2025, COUNTY and CONTRACTOR amended the Agreement to increase the maximum compensation allowable under this Agreement to add services for legal support and outside counsel services in preparing the RCAAP as well as the CEQA document selected by Napa County for review of the environmental effects of the RCAAP. This would include legal support by reviewing and providing feedback on the administrative and screen check drafts of the draft and final RCAAP, administrative and screen check drafts of the CEQA document, reviewing public comments received by the County on the RCAAP and the CEQA document and providing legal support in drafting responses to such comments, and interfacing with Ascent and County staff and officials, including, as needed, attendance at public meetings and/or closed sessions of the decisionmakers.

**WHEREAS**, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the maximum compensation allowable under this Agreement by \$130,000 and to add services for the preparation of an Initial Study (IS) checklist and a Mitigated Negative Declaration (MND), assuming the IS concludes that any potential environmental impacts related to RCAAP implementation can be mitigated to a less-than-significant level. Additional services would include continued project management and coordination, meetings support, assessing potential environmental impacts and recommending feasible mitigation measures for potentially significant impacts. Environmental factors that may be affected by RCAAP implementation include Air Quality/Greenhouse Gas Emissions, Biological Resources, Cultural Resources, Energy, Noise and Vibration, and Transportation. Project deliverables will include an IS administrative draft, IS public draft, MND, administrative draft response to comments memorandum, final

response to comments memorandum, mitigation and monitoring and reporting program, and hearing and approval support.

### **TERMS**

**NOW, THEREFORE,** COUNTY and CONTRACTOR amend Agreement No. 240241B as follows:

1. Paragraph 1 "Term of the Agreement" is amended to extend the expiration date from December 31, 2025 to June 30, 2027.
2. Paragraph 2 is hereby amended to read in full as follows:

**Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibits "A" and "A-1" and "A-2" and "A-3" attached to the Agreement, in addition to the Request for Proposal No. PBES102301 seeking a consultant to prepare the RCAAP and CONTRACTOR's proposal, incorporated by reference herein.

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

#### **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B" and "B-1" and "B-2" and "B-3", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."


(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total Six Hundred Seventy-Seven Thousand Six Hundred Seventy Dollars (\$677,670) for professional services and Two Hundred Eleven Thousand Forty Dollars (\$211,040) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Except as provided herein, the terms and provisions of the Agreement shall remain in full force and effect.

//  
//

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

Ascent Environmental, Inc.

By   
Honey Walters, Principal

"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>McKayla McMahon</u> Deputy County Counsel</p> <p>Date: <u>July 17, 2025</u> Doc.No. 134978</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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EXHIBITS "A3" & "B3"  
SCOPE OF WORK AND COMPENSTATION



July 9, 2025

Jesse Gutiérrez  
Planning, Building, & Environmental Services, Napa County  
1195 Third Street, Suite 210  
Napa, CA 94559  
via email: [Jesse.Gutierrez@countyofnapa.org](mailto:Jesse.Gutierrez@countyofnapa.org)

**Subject: Amendment #3 for the Napa County Regional Climate Action and Adaptation Plan (Agreement No. 240241B)**

Dear Mr. Gutiérrez:

Ascent appreciates this opportunity to submit a scope of work to assist with California Environmental Quality Act (CEQA) compliance for the Napa County Regional Climate Action and Adaptation Plan (RCAAP). In February of 2025, Ascent prepared a CEQA approach memorandum (pursuant to Phase 4, Task 2 of our existing contract) that outlines the need for CEQA documentation in accordance with the CEQA Guidelines; documents CEQA Guidelines Section 15183.5 requirements and streamlining benefits; and identifies a range of potential CEQA documentation pathways for the RCAAP. Among the potential CEQA compliance approaches outlined in the memo was preparation of an Initial Study/Mitigated Declaration (IS/MND), pursuant to Appendix G of the CEQA Guidelines. On Friday, June 27, 2025, the Climate Action Committee approved staff's recommendation to initiate preparation of an IS/MND for the RCAAP.

The Ascent team has prepared the enclosed scope of work to address the preparation of an IS/MND for the RCAAP. This effort is scoped as a new task under Phase 4 of our existing contract. Ascent's principal-in-charge (Honey Walters) and project director (Erik de Kok) will continue to provide oversight and project coordination. CEQA lead (Greta Brownlow) and CEQA planner (Jessica Babcock) will lead the execution of the scope of work described in the attached materials.

We look forward to our continued collaboration on this important project. If you have any questions regarding the enclosed scope of work and cost estimate, please feel free to contact us.

Sincerely,

A blue ink signature of Honey Walters.

Honey Walters  
Principal  
p: 916.930.3184  
e: [Honey.Walters@ascent.inc](mailto:Honey.Walters@ascent.inc)

A blue ink signature of Greta Brownlow.

Greta Brownlow  
Environmental Planning Services Director  
p: 510.206.3603  
e: [Greta.Brownlow@ascent.inc](mailto:Greta.Brownlow@ascent.inc)

Attachments:

- A Scope of Work
- B Price Proposal

**ATTACHMENT A**

**PROPOSED SCOPE OF WORK**

**NAPA COUNTY REGIONAL CLIMATE ACTION AND ADAPTATION PLAN**

**INITIAL STUDY**

**AGREEMENT NO. 240241B, AMENDMENT #3**

## **INTRODUCTION**

The adoption of the RCAAP is considered a project under the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.), and preparation of an appropriate environmental document is required to analyze the potential environmental impacts of RCAAP implementation. CEQA documentation is also required for the RCAAP to be considered a qualified GHG reduction plan, as defined in Section 15183.5(b) of the CEQA Guidelines (California Code of Regulations, title 14, division 6, section 15000 et seq.). Preparation of a GHG reduction plan that demonstrates compliance with the requirements of CEQA Guidelines Section 15183.5(b) is a stated objective of the RCAAP, providing a mechanism for member agencies to streamline the analysis and mitigation of GHG emissions for future discretionary projects subject to CEQA within participating Napa County jurisdictions.

Adoption of the RCAAP by local jurisdictions in the JPA would be a discretionary action by a public agency that could cause a direct, or reasonably foreseeable, indirect, physical change in the environment. CEQA requires that, unless determined to be exempt from CEQA, agency decisions to approve such actions be informed by analyzing the project's potential environmental impacts, including those related to implementation of measures and actions to reduce GHG emissions and adapt to climate change. While the adoption of a plan to reduce GHG emissions and adapt to climate change would be largely beneficial to member agencies and the environment of the region, there may be adverse environmental consequences that result from the implementation of individual measures and actions.

Ascent understands that Napa County will assume the Lead Agency role with other jurisdictions in the JPA acting as Responsible Agencies. To ensure that the RCAAP can be efficiently adopted and effectively implemented, we recommend that the Responsible Agencies be actively engaged in the scoping, preparation, and review of the environmental document through active consultation with the Lead Agency and targeted outreach within their own jurisdictions. When approving the project, the decision-making bodies of the Responsible Agencies would consider the Lead Agency's environmental document prior to acting upon or approving the project. Pursuant to CEQA Guidelines 15096, each Responsible Agency would certify that its decision-making body reviewed and considered the information contained in the environmental document; affirm that the environmental document is adequate; adopt mitigation and/or alternatives to address any significant impacts; and make its own findings and issue its own approvals for the project, including the adoption of a Mitigation Monitoring and Reporting Program. In the spirit of producing and certifying a single environmental document for the RCAAP, a joint process for scoping and review of the environmental document would be established to ensure ongoing continuity and collaboration.

## **PROPOSED SCOPE OF WORK**

Pursuant to the direction of the Napa Climate Action Committee, an Initial Study (IS) checklist will be prepared to determine whether implementing the RCAAP would have a significant impact on the environment. Assuming the IS concludes, based on substantial evidence, that any potential environmental impacts related to RCAAP implementation can be mitigated to a less-than-significant level, a Mitigated Negative Declaration (MND) would be prepared. The IS/MND would include a description of the RCAAP, identification of baseline environmental setting conditions, and identification of environmental effects. The analysis would include a checklist for each resource that mirrors the sample environmental checklist provided in Appendix G of the CEQA Guidelines, with brief discussions to substantiate the conclusions reached for each threshold.

Following the preparation of the proposed IS/MND, the document would be submitted to the State Clearinghouse for a 30-day public review, and Ascent would assist with the preparation of a Notice of Intent to Adopt a Mitigated Negative Declaration, which would be provided to the public, Responsible and Trustee Agencies, and the County Clerk. Although there is no obligation to provide written responses to the comments received during this review period, Ascent strongly recommends doing so to create a complete public record. After considering input received during public review, Ascent will finalize the document. The IS/MND would be adopted by the decision-making body of the Lead and Responsible Agencies prior to approving the RCAAP if they find, on the basis of the whole record before them (including the IS and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the MND reflects the agency's independent judgment and analysis (CEQA Guidelines Section 15074).

The detailed subtasks required to complete this scope of work are outlined below.

### **Phase 3: Coordination**

#### **Task 1: Coordination**

##### **Subtask 1.1: Project Management and Coordination**

This existing task would be expanded to include ongoing RCAAP project management activities for an additional six months, along with coordination with the CEQA management team and internal team members, and coordination between the Ascent and County teams. Ascent's environmental staff would be available to participate in up to 10 meetings.



## **Phase 4: California Environmental Quality Act**

### **Task 2: Initial Study**

#### **Subtask 2.1: Administrative Draft Initial Study**

Under this subtask, Ascent will prepare an initial draft of the IS for internal review. The IS will objectively evaluate the environmental effects of the types of projects anticipated to be necessary to implement the RCAAP, as described above. The level of analysis and degree of impacts will vary depending upon the environmental topic but will be sufficient to provide the “substantial” evidence to support the responses, consistent with CEQA requirements and prior legal direction from the courts. The analysis will not speculate on the individual environmental impacts of specific future projects or improvements, unless specific project details (e.g., project location and size) are available. For each resource section, Ascent will assess potential environmental impacts and recommend feasible mitigation measures for potentially significant impacts. While all Appendix G topics will be covered in the IS, resource areas of particular importance, which could result in significant impact, are described in further detail below.

#### **Air Quality/Greenhouse Gas Emissions**

A brief description of applicable federal, state, and local regulations, regional and local conditions within the project area (e.g., attainment designations, existing sources), and the current state of climate change science will be presented. Because RCAAP measures have been designed to reduce GHG emissions, it is expected that measures will result in a net reduction in GHG emissions. The IS will identify sections of the RCAAP where these reductions have been quantified to confirm that these reductions have been adequately substantiated. The IS will also assess the potential for implementation of RCAAP measures and actions to generate air quality and GHG emissions during construction and operation.

#### **Biological Resources**

Ascent will compile, review, and analyze existing documentation pertinent to the biological resources within the project area, including reviewing and incorporating as appropriate the information contained in studies initiated by the County. The IS will describe the potential presence of any plant or wildlife species or their habitat considered rare, endangered, threatened, or sensitive by governmental agencies (e.g., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service), or species that otherwise meet the definition of rare or endangered under CEQA. The IS will identify possible biological resource impacts that may occur with implementation of the GHG reduction measures and recommend mitigation measures to reduce impacts. Because it is anticipated that sufficient certainty in implementation details will not be available to inform meaningful quantification, no quantification of disturbance areas or habitat affected is proposed.

#### **Cultural Resources**

Ascent will review the proposed GHG reduction measures for the potential to result in impacts to historical, archaeological, or tribal cultural resources, or disturb human remains. Ascent will recommend mitigation to reduce potential impacts upon the discovery of previously unknown resources.

It is assumed that the County will be responsible for Assembly Bill (AB) 52 tribal consultation requirements. If requested, Ascent staff can draft consultation letters and participate in meetings with tribal representatives.

### Energy

The IS will consider the potential energy consumption (e.g., gas and electric) of proposed measures and will analyze whether this would constitute a wasteful, inefficient, or unnecessary consumption of energy.

### Noise and Vibration

The existing noise environment and applicable local noise and vibration standards will be briefly summarized for the environmental setting based on available documentation. No noise measurements are proposed. The section will provide a qualitative analysis of noise impacts from the implementation of GHG reduction measures upon existing sensitive receptors. Construction and operation-related noise impacts will be qualitatively described. Noise impacts related to construction and/or operations will be identified, and mitigation will be recommended where necessary.

### Transportation

The IS will evaluate the potential for impacts resulting from the implementation of transportation-related improvement measures. Because the RCAAP is not anticipated to generate substantial travel, no transportation modeling is proposed. Where vehicle miles traveled reductions are assumed in the GHG emission modeling of the RCAAP, these reductions will be disclosed in the analysis. Mitigation measures will be recommended to reduce the potential for significant impacts.

### Ascent Deliverables

- ✓ Administrative draft IS (electronic)

### County Responsibilities

- ✓ One consolidated, nonconflicting set of comments on the administrative draft IS in strikethrough/underline (electronic)
- ✓ AB 52 notification

## Subtask 2.2: Public Draft Initial Study

Ascent will revise the IS based on the comments provided on the administrative draft and prepare a public IS/MND. Ascent will assist the County with submitting these documents to the State Clearinghouse for a 30-day review. Ascent assumes that these documents will need to be formatted to be compliant with the Web Content Accessibility Guidelines (WCAG) developed by the World Wide Web Consortium.

Note: For the purpose of this scope, it is assumed that the IS will support the preparation of an MND. If significant and unavoidable impacts are identified, we will advise the County on potential options to proceed with CEQA evaluation. If significant impacts are identified that cannot be reduced to a less-than-significant level through incorporation of feasible mitigation measures, Ascent will work with County staff to determine the level of effort required to prepare an alternate CEQA document (e.g., focused Environmental Impact Report) and identify any necessary updates to the scope of this task and associated budget.

### Ascent Deliverables

- ✓ Public draft IS (electronic)
- ✓ Mitigated Negative Declaration (electronic)

### County Responsibilities

- ✓ Publication and distribution of the public draft IS/MND

### Subtask 2.3: Response to Comments

Following public review, Ascent will coordinate with the County, which will collect public and agency comments received on the IS/MND and provide them to Ascent. We will prepare responses to the comments. The responses are assumed to require only clarification and/or explanation of the analysis and conclusions in the IS/MND without the need to revise the analysis or perform additional modeling. We will prepare a draft response to comments in a technical memorandum and will submit it to the County. After up to two rounds of review, we will prepare a final technical memorandum. As noted above, public circulation of responses to comments is not required for an IS/MND; therefore, the memorandum will serve as part of the administrative record but will not be released for public review. Since the type and volume of comments received cannot be known at this time, this scope assumes 135 hours for review and consideration of comments received on the IS/MND. If a high volume of comments is received and additional budget is needed for review and response, Ascent will coordinate with the County on the need for an additional contract amendment.

Ascent will also assist in preparation of the required noticing. The County will be responsible for distributing the Notice of Intent to Adopt an MND to the public, county clerk, and appropriate agencies. It is assumed that the County will also be responsible for posting the notice in a newspaper of general circulation in the county.

### Ascent Deliverables

- ✓ Administrative draft Response to Comments Memorandum (electronic)
- ✓ Final Response to Comments Memorandum (electronic)

### County Responsibilities

- ✓ One consolidated, nonconflicting set of comments on the administrative draft Response to Comments Memorandum in strikethrough/underline (electronic)
- ✓ Distribution of the Notice of Intent to Adopt an MND

### Subtask 2.4: Hearing and Approval Support

The Ascent environmental team will support County staff in preparing reports, presenting, and be available to respond to any CEQA-related questions at a Climate Action Committee hearing or up to six public hearings by local legislative bodies, where the CAP will be considered for adoption.

Ascent will also assist the County and Responsible Agencies with the design and preparation of a Mitigation Monitoring and Reporting Program that clearly identifies any mitigation measures applicable to each agency in the implementation of the RCAAP measures. Preparation of Findings is not included in this scope.

### Ascent Deliverables

- ✓ Mitigation Monitoring and Reporting Program (electronic)



## SCHEDULE

The enclosed scope of work can be completed approximately 9-10 months from notice to proceed.

Work Product/Milestone	Duration	Estimated Due Date
2.1 Administrative Draft Initial Study	4 months from Notice to Proceed	Late Fall 2025
Comments on Administrative Draft Initial Study	6 weeks	Early Winter 2026
2.2 Public Draft Initial Study	4 weeks	Winter 2026
Release of Initial Study and Public Review	4 weeks	Late Winter/Early Spring 2026
2.3 Response to Comments	4 weeks	Spring 2026
Task 2.4 Hearing and Approval Support	4 weeks	Spring 2026

**ATTACHMENT B**  
**PRICE PROPOSAL**  
**NAPA COUNTY REGIONAL CLIMATE ACTION AND ADAPTATION PLAN**  
**INITIAL STUDY**  
**AGREEMENT NO. 240241B, AMENDMENT #3**

The proposed price for the RCAAP Initial Study is presented on the enclosed spreadsheet.

**ASSUMPTIONS**

1. **Time and Materials:** Work is authorized on a time-and-materials basis and will be billed monthly.
2. **Price and Staff Allocation to Tasks.** Labor and other direct costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs and labor resources, as needed, as long as the total contract price is not exceeded.
3. **Billing Rates.** Costs were determined based on the proposed scope of work and Ascent's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.

Amendment #3 Budget

NAPA COUNTY REGIONAL CLIMATE ACTION AND ADAPTATION PLAN

7/9/2025

REGIONAL CLIMATE ACTION AND ADAPTATION PLAN																
PHASE 1:	Task 1:	Project Orientation	Price	Hours												
			\$	-	0	0	0	0	0	0	0	0	0	0	0	0
		Subtotal, Task 1	\$													
Task 2:	Task 2:	Emissions Forecasts	Price	Hours												
		Emissions Forecasts	\$	-	0	0	0	0	0	0	0	0	0	0	0	0
		Subtotal, Task 2	\$													
Task 3:	Task 3:	GHG Reduction Measures	Price	Hours												
		GHG Reduction Measures	\$	-	0	0	0	0	0	0	0	0	0	0	0	0
		Subtotal, Task 3	\$													
Task 4:	Task 4:	Adaptation Measures	Price	Hours												
		Adaptation Measures	\$	-	0	0	0	0	0	0	0	0	0	0	0	0
		Subtotal, Task 4	\$													
Task 5:	Task 5:	Implementation and Monitoring Plan	Price	Hours												
		Implementation and Monitoring Plan	\$	-	0	0	0	0	0	0	0	0	0	0	0	0
		Subtotal, Task 5	\$													
Task 6:	Task 6:	RCAAP Document Preparation	Price	Hours												
		6.1. RCAP Outline	\$	-	0											
		6.2. Administrative Draft RCAP	\$	-	0											
		6.3. Stakeholder and Public Draft RCAP	\$	-	0											
		6.4. Administrative Final RCAP	\$	-	0											
		6.5. Final RCAP	\$	-	0											
		6.6. Consistency Review Checklist	\$	-	0											
		Subtotal, Task 6	\$													
PHASE 2:	Task 1:	PUBLIC OUTREACH	Price	Hours												
		PUBLIC OUTREACH	\$	-	0											
		1.1. Stakeholder and Community Engagement Strategy	\$	-	0											
		1.2. Outreach Platform (Website)	\$	-	0											
		1.3. Community Outreach Meetings	\$	-	0											
		1.4. Committee and Board Outreach Presentations	\$	-	0											
		1.5. RCAP Summary and Video	\$	-	0											
		Subtotal, Task 1	\$													
PHASE 3:	Task 1:	COORDINATION	Price	Hours												
		COORDINATION	\$	-	0											
		1.1. Project Management and Coordination	\$	29,900	10	10	10	10	10	10	10	10	10	10	10	10
		1.2. Climate Action Committee Coordination	\$	-	0											
		1.3. Napa Valley Transportation Authority Coordination	\$	10,000	39	6	12									
		1.4. Consistency	\$	-	0											
		Subtotal, Task 1	\$	39,900	179	16	32	0	0	0	0	0	0	0	0	0
PHASE 4:	Task 1:	CALIFORNIA ENVIRONMENTAL QUALITY ACT	Price	Hours												
		CEQA Approach Memo	\$	-	0											
		1.1. CEQA Approach Memo	\$	-	0											
		Subtotal, Task 1	\$													
Task 2:	Task 2:	Initial Study	Price	Hours												
		2.1. Administrative Draft Initial Study	\$	32,500	126	1	10	36								
		2.2. Public Draft Initial Study	\$	18,000	76	2	6	20	16	2	10	16	4	30		
		2.3. Response to Comments	\$	24,600	135	2	4	10	10	31	15	10	1	10		
		2.4. Hearing and Approval Support	\$	9,100	103	3	0	16	32		3	10	10	0		



Subtotal, Task 2		\$	90,100	514	5	10	10	3	44	137	0	0	5	131	110	9	50	0
LABOR SUBTOTAL		\$	130,000	693	1.6	70	70	3	60	169	0	0	5	131	110	9	50	0
		\$	5,740			\$ 19,250	\$ 9,800	\$ 585	\$ 18,000	\$ 32,955	\$ -	\$ -	\$ 775	\$ 19,450	\$ 14,850	\$ 1,125	\$ 7,250	\$ -

TOTAL PRICE	\$	130,000
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# 23-2017 - Agreement 240241B

Final Audit Report

2025-07-21

Created:	2025-07-21
By:	Tasha Marshall (Tasha.Marshall@ascent.inc)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxbxz2Iz91iEj5_dIWOWAwHozgiHQrG_E8

## "23-2017 - Agreement 240241B" History

-  Document created by Tasha Marshall (Tasha.Marshall@ascent.inc)  
2025-07-21 - 3:03:06 PM GMT
-  Document emailed to Honey Walters (honey.walters@ascent.inc) for signature  
2025-07-21 - 3:03:13 PM GMT
-  Email viewed by Honey Walters (honey.walters@ascent.inc)  
2025-07-21 - 3:17:32 PM GMT
-  Document e-signed by Honey Walters (honey.walters@ascent.inc)  
Signature Date: 2025-07-21 - 3:17:45 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-21 - 3:17:45 PM GMT



# Napa County

## Board Agenda Letter

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

Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-669

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Graham Wadsworth, P. E., Engineering Supervisor

**SUBJECT:** Amendment No. 9 to Agreement with NVTa to Provide Funding in Support of the Construction of the Napa Valley Vine Trail between St. Helena and Calistoga, RDS 21-26 and approval of a Budget Amendment

### **RECOMMENDATION**

Approve and authorize Amendment No. 9 to Agreement No.190311B with Napa Valley Transportation Authority to provide additional funding for the Napa Valley Vine Trail between St. Helena and Calistoga; and approve a Budget Amendment. (Fiscal Impact: \$713,000 Expense; Capital Improvement Projects Fund: \$705,000 Budgeted, \$8,000 Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

The Napa Valley Vine Trail (Vine Trail), if completed, will be a 47-mile walking and biking trail system to physically, artistically and culturally connect the entire Napa Valley from Calistoga to the Vallejo Ferry and the greater Bay Area. The Project should reduce greenhouse gas emissions and enhance accessibility and connectivity by promoting the use of transit, biking, and walking. In 2020, annual Vine Trail usage between Kennedy Park in Napa and Yountville was 523,000, and 70% of the users live in Napa County.

The Napa Valley Transportation Authority (NVTa) obtained approximately \$11.8 million in grant funding and administered the \$14.9 million contract to construct the 8.5-mile-long Napa Valley Vine Trail - St Helena to Calistoga Project, which begins at Pratt Avenue in St. Helena and ends in Downtown Calistoga. NVTa also administered a \$1,323,380 construction support services contract. The 4.7-mile-long portion of the path within the unincorporated area of the County is on the east side of Highway 29 between Deer Park Road and Dunaweal Lane except for the path on the west side of Highway 29 through Bothe State Park. Construction started in July 2022 and was completed in December 2024, which was approximately 1.5 years beyond the originally scheduled completion date.

On June 27, 2023, NVTa staff informed the Board of Supervisors that the Project experienced significant time



and cost impacts due to a Pacific Gas and Electric (PG&E) natural gas pipeline project, unforeseen utility conflicts, earthwork discrepancies, and a four-month-long weather delay. On August 22, 2023, the Board approved Amendment No. 7 for \$259,000 of additional county funding for a total County contribution of \$3,006,250 for design and construction costs.

On March 20, 2024, NVTa staff informed the NVTa Board that there were additional conflicts between the Project and the PG&E gas pipeline work. On April 9, 2024, the Board approved Amendment No. 8 for \$275,000 of additional county funding for additional unforeseen construction costs related to utility conflicts for a total County contribution of \$3,281,250 for design and construction costs.

Because PG&E did not finish their project on schedule, NVTa's construction contractor filed a right-of-way delay claim for costs incurred due to the PG&E delay. NVTa also extended the duration of their construction management and inspection services agreement. NVTa staff submitted a \$2.96 million claim to PG&E on September 30, 2024.

Based on the County's prior commitments of 37% cost share of the funding, NVTa is requesting additional funding from the County in the amount of \$703,000 to cover \$1.1 million in the contractor's time related overhead costs incurred and \$800,000 for unforeseen conditions that arose in the final two months of construction as NVTa worked to get the trail open for the ceremony on August 16. If PG&E pays the claim, then NVTa will return funding to the County. Staff recommends providing \$10,000 toward NVTa's legal expenses to pursue the claim.

#### Requested Action.

1. Approve and authorize Amendment No. 9 to Agreement No.190311B with Napa Valley Transportation Authority (NVTa) to provide funding in the amount of \$703,000; and
2. Approve a Budget Amendment for the following (4/5 vote required):
  - a. Increase Transfers Out appropriations by \$8,000 in the Capital Improvement Projects Fund (CIF) (Fund 3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance and increase Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 26007, Account 48200); and
  - b. Increase Legal Services appropriations by \$8,000 in Project 26007 (Fund 2040, Sub-Division 2040500, Project 26007, Account 52140) offset by Transfers In revenues from CIF.

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

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted? Is it Mandatory or Discretionary?	\$705,000 is included in the CIF and Project 26007 (Vine Trail Calistoga) budget as part of the Adopted Budget for FY 2025-26. Additional \$8,000 from CIF to the Project is requested for legal costs. Discretionary
Discretionary Justification:	The Napa Valley Vine Trail is a public amenity that promotes health, wellness, and commerce. The original funding for the construction was not adequate for unanticipated expenses.

Is the general fund affected?

No

Future fiscal impact:

The County is responsible for maintaining the portion of the trail between the cities and will share the cost with the Napa Valley Vine Trail Coalition (NVVTC).

Consequences if not approved:

Some other source of funding will need to be found for this section of the Vine Tail to be completed.

**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. NVTa is responsible for and has prepared and adopted a Mitigated Negative Declaration for this segment of the Napa Valley Vine Trail project.



**AMENDMENT NO. 9  
TO  
FUNDING AGREEMENT**

**NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. 19-12  
NAPA COUNTY AGREEMENT NO. 190311B**

**THIS AMENDMENT NO. 9 TO NAPA VALLEY TRANSPORTATION AUTHORITY AGREEMENT NO. 19-12 AND NAPA COUNTY AGREEMENT NO. 190311B (also known as Napa County Agreement No. 190311B) ("Agreement")** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers authority (hereinafter referred to as "NVRTA"), and Napa County, a political subdivision of the State of California, whose mailing address is 1195 Third Street, Suite 101, Napa, CA 94559 (hereinafter referred to as "COUNTY"). NVRTA and COUNTY are collectively referred to herein as the "Parties" and individually as "Party".

**RECITALS**

**WHEREAS**, on May 7, 2019, the Parties entered into an Agreement whereby the County agreed to provide financial support of the construction of the Vine Trail Segment from Calistoga to St. Helena ("Project") upon the meeting of certain conditions precedent;

**WHEREAS**, on June 11, 2019, the Napa County Board of Supervisors authorized approving Amendment No. 1 to provide for the transfer of \$47,000 previously authorized for construction upon the meeting of certain conditions precedent to instead fund the environmental review of the Project; and

**WHEREAS**, on September 24, 2019, the Napa County Board of Supervisors authorized approving Amendment No. 2 to provide for the transfer of \$324,000 and authorize those funds to be used for CEQA review and to perform design and engineering work necessary to support that environmental review; and

**WHEREAS**, on March 10, 2020, the Napa County Board of Supervisors authorized approving Amendment No. 3 to provide for the transfer of \$126,900 and authorize those funds to be used for fees to support California Department of Transportation (Caltrans) staff review of CEQA documents and design and engineering documents to support the approval of Caltrans permits; and

**WHEREAS**, on August 20, 2020, the Napa County Board of Supervisors authorized approving Amendment No. 4 to provide for the transfer of \$21,600 and authorize those funds to

be used for the completion of the project design and engineering phase to allow the project to go out to bid; and

**WHEREAS**, on June 22, 2021, the Napa County Board of Supervisors authorized approving Amendment No. 5 to provide for the transfer of \$31,750 and authorize those funds to be used for added design work of the Vine Trail and address various changes required for CalFire, Pacific Gas & Electric (PG&E) gas project accommodations/changes, and additional hazardous material testing needs to complete the project design and engineering phase to allow the project to go out to bid; and

**WHEREAS**, on April 5, 2022, the Napa County Board of Supervisors authorized approving Amendment No. 6 supporting the use of \$196,000 of State Transportation Improvement Program (STIP) funding for this project and to provide for the transfer of \$2,000,000 and authorize those funds to be used to help pay for the construction of the St Helena to Calistoga section of the Vine Trail in exchange for NVTAs support of \$2,000,000 in future STIP funding for the Yountville to St Helena section of the Vine Trail; and

**WHEREAS**, on August 22, 2023, the Napa County Board of Supervisors authorized approving Amendment No. 7 to provide for the transfer of \$259,000 and authorized those funds to be used for unforeseen construction costs associated with utility and winter weather delays to support the completion of the construction contract.

**WHEREAS**, on April 9, 2024, the Napa County Board of Supervisors authorized approving Amendment No. 8 to provide for the transfer of \$275,000 and authorized those funds to be used for unforeseen construction costs associated with utility conflicts and delays from a concurrent utility project to support the completion of the construction contract; and

**WHEREAS**, on September 18, 2024, the NVTAs Board of Directors authorized \$1,900,000 in additional construction funding for the Project to settle a contractor claim related to utility conflict delays and resolve final construction issues; and

**WHEREAS**, the County expressed a commitment to NVTAs to share these additional costs in accordance with the previously agreed cost share of 37% in the 2025-2026 fiscal year; and

**WHEREAS**, the parties desire to amend the Agreement to increase the previous commitment by \$703,000 to a total of \$3,984,250 and those funds be used to reimburse NVTAs for settling a contractor claim related to utility conflict delays and resolving construction issues realized prior to substantial completion; and

**WHEREAS**, in December 2024, NVTAs committed an additional \$420,000 of Regional Measure 3 funding to the Project to complete punch list items, address storm damage, and resolve final construction costs, with the understanding that NVTAs will pay the \$420,000 if PG&E does not reimburse any portion of NVTAs claim against them.

## **TERMS**

**NOW, THEREFORE**, the NVTa and the COUNTY agree to amend the Agreement as follows:

1. Section 4(d) of the Agreement is amended to read in full as follows:

(d) Future Funding Shortfall Commitment. COUNTY understands that the costs to complete the Project are preliminary estimates and recognize that completion of the Project by NVTa may require additional funding. In the event that there are additional funding shortfalls, COUNTY agrees to work cooperatively with NVTa and other partners to identify and possibly provide additional funding to reimburse NVTa for any reasonable Project funding shortfalls.

- a. In response to unforeseen utility and winter weather delays, COUNTY, NVTa and other partners worked cooperatively to determine the need for additional construction funding and negotiated Amendment No. 7. The COUNTY commits an additional TWO HUNDRED FIFTY-NINE THOUSAND DOLLARS (\$259,000) solely for additional construction costs. If, for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- b. In response to unforeseen utility conflicts and delays associated with a concurrent utility project, COUNTY, NVTa and other partners worked cooperatively to determine the need for additional construction funding and negotiated Amendment No. 8. The COUNTY commits an additional TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000) solely for additional construction costs. If, for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- c. In response to NVTa settling a contractor claim related to delays arising from utility conflicts and resolving construction issues realized in the lead up to substantial completion, COUNTY, NVTa and other partners worked cooperatively to determine the need for additional construction funding and negotiated Amendment No. 9. The COUNTY commits an additional SEVEN HUNDRED THREE THOUSAND DOLLARS (\$703,000) solely for additional construction contract costs. If for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- d. COUNTY commits up to TEN THOUSAND DOLLARS (\$10,000) solely towards legal costs NVTa may incur in investigating and pursuing potential recovery of extra costs incurred due to construction delays caused by third parties. If for any reason, the funds are not expended for that purpose, NVTa shall return the funds to COUNTY.
- e. The COUNTY is providing a total of THREE MILLION NINE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS

(\$3,984,250) to the Project, and up to a total of TEN THOUSAND DOLLARS (\$10,000) towards legal costs.

2. Except as set forth above, the terms and conditions of the Agreement and prior amendments shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

COUNTY

NVTA

NAPA COUNTY, a political subdivision  
of the State of California

NAPA VALLEY TRANSPORTATION  
AUTHORITY, a joint powers authority

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

By: \_\_\_\_\_  
DANIELLE SCHMITZ  
Executive Director

<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>July 25, 2025</u></p> <p>PL No. 128626</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>
<p>APPROVED AS TO FORM NVTA Counsel</p> <p>By: _____ General Counsel</p> <p>Date: _____</p>		





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1243

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Dewey Phan, Assistant Engineer  
**SUBJECT:** Budget Amendment for the "2025 Annual Bridge Repairs, RDS 25-05" Project

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### **RECOMMENDATION**

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

[4/5 vote required]

### **BACKGROUND**

The Napa County Public Works Department maintains 171 bridges that have a span longer than 12 feet. Caltrans inspects and provides bridge inspection reports for 78 bridges in the National Bridge Inventory that are longer than 20 feet in the unincorporated area of Napa County. The repair recommendations range from doing nothing to complete replacement. In many cases, Caltrans and the Federal Highway Administration (FHWA) provide funding for preventative maintenance or replacement which the County is pursuing, however, repairs are not eligible for federal funding.

Napa County has a minor repair and preventive maintenance program to evaluate a portion of the 78 bridges every year and create similar groups to make economical yearly repair construction projects. In January 2024, County and consultant staff evaluated 14 bridges over 20 feet and three structures between 12 feet and 20 feet long for repairs. If regulatory permits were required for a bridge repair, County staff moved them into a future year. Four of the 17 structures have been selected for the 2025 construction season based on similar type of work, location, and budget.

This year's work includes injecting epoxy into cracks that are key to protecting the structure strength at the following bridges:

1. Dunaweal Lane over the Napa River
2. Crystal Springs Road over Bell Creek
3. Larkmead Lane over the Napa River
4. Ragatz Lane over the Napa River Overflow

On May 20, 2025, the Board awarded a construction contract to Ashron Construction and Restoration, Inc.

During the design phase for the project, the consultant roughly estimated the quantities; however, they encountered limited access and obstructed sight lines. In construction when vegetation was removed and scaffolding was erected to allow for an unobstructed look at the bridges, on several bridges staff determined that much more repair work was necessary than what was estimated. Identifying these deficiencies and getting them fixed is at the very core of our bridge maintenance program.

Pursuant to Public Contract Code 20136, the Board can authorize change orders (1) via authority delegated to the Director of Public Works pursuant to Public Contract Code 20142, (2) by terms set forth in the contract, or (3) by order adopted by two-thirds of the Board and consented to by the contractor.

The total change order limit for a project is twenty-five percent of the construction contract, which for this project equates to \$44,645. If the change order amount exceeds the change order limit, then the Napa County Purchasing Policy requires staff to return to the approving authority for authorization to exceed the limit. Due to encountering the need to perform additional work on these bridges, staff is requesting a budget amendment of \$73,645 which includes \$53,645 for the total change order and an additional \$20,000 for construction management.

Because the proposed change order exceeds the Director of Public Works' authority pursuant to Public Contract Code Section 20142 and because a change of this size is not addressed by the terms of the contract, staff recommends approval of the following.

Requested Actions:

1. Authorize the Director of Public Works to sign contract change orders to the contract with Ashron Construction and Restoration, Inc. for a maximum not to exceed amount of \$53,645 to respond to unexpected quantity overruns during the "2025 Annual Bridge Repairs" construction project (2/3 vote required); and
2. Approve a Budget Amendment for the following (4/5 vote required):
  - a. Increase Transfers-Out appropriations by \$73,645 in the SB-1 Non-Operating Special Revenue Fund (SRF) (Fund 2440, Org 1220052, Object 56100) offset by use of its available fund balance to fund Project 25014; and

b. Increase Construction Services appropriations by \$53,645 in Project 25014 (Fund 2040, Sub- Division 2040500, Project 25014, Account 52360) offset by a Transfer-In revenue from SB-1 Non-

Operating Special Revenue Fund (SFR).

c. Increase Engineer Services appropriations by \$20,000 in Project 25014 (Fund 2040, Sub-Division 2040500, Project 25014, Account 52145) offset by a Transfer-In revenue from SB-1 Non-Operating Special Revenue Fund (SFR).

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

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Funds are needed to complete necessary work to improve the longevity of selected bridges
Is the general fund affected?	No
Future fiscal impact:	It is anticipated that all the work will be completed in the fiscal year 2025-26 and the Roads fund will pay for future maintenance work
Consequences if not approved:	If not approved, the needed maintenance of the bridges will be deferred.
Additional Information	On May 20, 2025, the Board approved a budget amendment to transfer \$178,225 from the SB1 Non-Operating Special Revenue Fund to Project 25014 (Fund 2040, Sub-Division 2040500, and Account 52360).

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR § 15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

2025 Annual Bridge Repairs, RDS 25-05						
Project 25014						7/22/2025
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contract	\$178,580	\$0	\$178,580	\$0	0.0%	\$178,580
Construction Contingency	\$98,290	\$53,645	\$44,645	\$0	0.0%	\$44,645
Design and Engineering	\$125,000	\$0	\$125,000	\$122,783	98.2%	\$2,217
Design and Engineering Contingency	\$0	\$0	\$0	\$0	0.0%	\$0
Lands, TCE, Utility Relocating	\$0	\$0	\$0	\$0	0.0%	\$0
Construction Management	\$60,000	\$20,000	\$40,000	\$15,000	37.5%	\$25,000
County Project Management/Administration Construction Inspection	\$80,000	\$0	\$80,000	\$50,200	62.8%	\$29,800
CM/CA/INSP Contingency	\$10,000	\$0	\$10,000	\$0	0.0%	\$10,000
Permits	\$0	\$0	\$0	\$0	0.0%	\$0
<b>TOTAL</b>	<b>\$551,870</b>	<b>\$73,645</b>	<b>\$478,225</b>	<b>\$187,983</b>		<b>\$290,242</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1249

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**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Katherine Bales, Assistant Airport Manager

**SUBJECT:** Approve creation Capital Improvement Project, Airport Rd Entrance Preliminary Design, PW26-06, at the Napa County Airport and an associated budget amendment.

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### **RECOMMENDATION**

Approve creation of Capital Improvement Project 26009, "Airport Rd Entrance Preliminary Design Project" PW 26-06 and an associated Budget Amendment. (Fiscal Impact \$172,744 Expense; Measure U Non-Operating SRF Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

As a part of the Napa County Airport's Terminal Area Redevelopment efforts and Fixed Based Operator (FBO) Agreements (230232B and 230234B), Napa County committed to the realignment, expansion, and repair of the newly designated Airport Road. This road, previously known as Airport Road East, is now the only access to Napa County Airport. Current geometry of Airport Road entry does not meet Caltrans or Napa County public roadway standards.

Under Napa County Agreement No. 250394B with TRC Companies, approved by Board of Supervisors on May 20, 2025, Airport and Engineering staff engaged TRC Companies to prepare three alternative realignment designs for Airport Road with cost estimates for each. TRC Companies was chosen for on-call engineering and related services through a Request for Statements of Qualifications (RFQ) in January 2025. A task order issued to TRC Companies related to preliminary design for Airport Road enables staff to determine the most cost-effective option to proceed with full design and construction efforts for Airport Road reconstruction.

Design of Airport Road is eligible for Measure U SRF Fund allocations and is currently budgeted in the Roads Five-year Measure U plan. The project will be paid in partnership between Measure U SRF and Airport Enterprise Funds. Staff will return to the Board at a future date with best geometry, full design efforts, and budget amendment to fully fund the project based upon this preliminary design outcome. The Preliminary

Design will be funded through the Measure U SRF Fund (Fund 2440, Subdivision 1220053).

Requested Actions related to the “Airport Rd Entrance Preliminary Design Project” (4/5 vote required):

1. Approve creation of a new Airport Capital Improvement Project, PW 26-06 for the “Airport Rd Entrance Preliminary Design Project”; and

2. Approve a Budget Amendment for the following:

a. Increase Transfers Out appropriation by \$172,744 in the Measure U Non-Operating SRF budget (Fund 2440, Sub-Division 1220053, Account 56100) offset by the use of its available fund balance to transfer to the “Airport Rd Entrance Preliminary Design Project”, PW 26-06 budget (Project 26009) for 30% design and cost estimate services (\$142,744) and \$30,000 for administrative costs; and

b. Increase Engineer Services appropriation by \$172,744 in Project 26009 budget (Fund 5010, Subdivision 5010500, Project 26009, Account 52145) offset by increase in Transfer In revenue from Measure U SRF.

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

Is there a Fiscal Impact? Yes

Is it currently budgeted? No

Is it Mandatory or Discretionary? Discretionary

Discretionary Justification:

Napa County has contractually agreed to realign and repair sections of Airport Road as a part of the FBO redevelopment efforts. Current geometry of Airport Road entry does not meet Caltrans or Napa County public roadway standards. This project provides three design alternatives with estimated costs to determine best alignment and traffic flows.

Is the general fund affected? No

Future fiscal impact:

This project is planned to extend into future fiscal years and will be budgeted through Measure U SRF and Airport Enterprise CIP Fund accordingly.

Consequences if not approved:

Napa County will not meet contractual obligations outlined in Lease Agreements 230232B and 230234B and the road will not meet Caltrans or Napa County public roadway standards.

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration Adopted September 22, 2020. According to the Mitigated Negative Declaration, the proposed project would not have any potentially



significant environmental impacts with implementation of mitigation measures. Mitigation measures are proposed for the following areas: air quality and tribal cultural resources. This project is not on any of the lists of hazardous waste sites enumerated under Government Code Section 65962.5.

Airport Rd Entrance Preliminary Design Project, PW 26-06  
CIP# 26009

6/1/25

<u>Budget Item</u>	<u>Budget Item Amount</u>	<u>Board Appropriation Request Today</u>	<u>Board Appropriation to date*</u>	<u>Appropriation Amount Spent to Date</u>	<u>Appropriation Amount % Spent to Date</u>	<u>Appropriation Amount Balance</u>
Environmental						
Technical Study						
Design/ project management	\$142,744	\$142,744				
Design Admin	\$30,000	\$30,000				
Construction						
Construction Contingency 10%						
Construction Management/Inspection						
Construction Admin						
<b>Total Project</b>	<b>\$172,744</b>	<b>\$172,744</b>	<b>\$0</b>	<b>\$0</b>	<b>%</b>	<b>\$0</b>
<u>Total Federal Project Cost</u>	\$0					
<u>Federal Grant Share</u>	\$0					
<u>Sponsor Share</u>	\$0					
<b>Sponser Final Share and 10% contingency</b>						



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1307

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**TO:** Board of Supervisors  
**FROM:** Steven E. Lederer, Director of Public Works  
**REPORT BY:** Kat Chambers, Staff Services Analyst II  
**SUBJECT:** Amendment No. 2 to Agreement No. 220297B with Conservation Corps North Bay (Zone-1)

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### **RECOMMENDATION**

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

### **BACKGROUND**

On March 22, 2022, the Public Works Director launched a litter abatement program targeting four designated “pods” of roads within the Zone-1 waste collection area in South Napa County. These locations were identified as high-litter areas.

On November 28, 2023, Board members approved Amendment No. 1 to Agreement No. 220297B with Conservation Corps of North Bay (CCNB) for roadside litter removal services to extend the term an additional two years through June 30, 2025. The litter abatement program is funded through the Zone-1 Solid Waste Collection Area fund balance and is implemented in partnership with the CCNB, a nonprofit organization based in Novato, California.

Under the agreement, CCNB dispatches litter collection crews twice per month, covering two pods per visit. Crews collect hundreds of pounds of litter every month. In addition to general roadside litter removal, the crews identify and report large, discarded items, such as mattresses, tires, and bulky waste, to Public Works. These larger items may not have otherwise been reported, allowing Public Works to respond more quickly and efficiently.

Since its implementation, the program has received strong positive feedback from the community and has led to a noticeable reduction in roadside litter. The CCNB roadside litter removal program has become an essential service in maintaining the cleanliness, safety, and environmental integrity of our roadways. If this service were to end, we would begin to see the impact almost immediately: litter would accumulate quickly, degrading natural landscapes, and diminishing the quality of our soil and ecosystems. It clogs storm drains, pollutes

waterways, creates fire hazards, and poses real safety risks to drivers and cyclists. As litter remains an ongoing concern along rural and high-traffic roadways, staff sees continued value in maintaining this partnership. The Public Works Director recommends extending the program based on successful outcomes, CCNB's unique relevant experience, broad scope of services, and alignment with CCNB's mission of training young adults through paid work, education, employability, civic engagement, and leadership.

Below are the four "pods" of roads designated for litter abatement:

POD 1: Airport Blvd, Devlin Road, Sheehy Court, North Kelly Road, South Kelly Road.

POD 2: Golden Gate Drive, Foster Road, Old Sonoma Road, Buhman Avenue, Henry Road, Dealy Lane, Soscol Ferry Road.

POD 3: Wooden Valley Road, Wild Horse Valley Road, McGary Road.

POD 4: Redwood Road.

Designated roads may be added or subtracted as needed.

This Amendment No. 2 to Agreement No. 220297B ensures uninterrupted service through June 30, 2027. The total maximum compensation will increase by \$192,850, from \$298,000 to \$490,850. The amendment to the scope of services will include a requirement that CCNB pay for landfill disposal services directly, rather than using the Zone-1 account.

Requested actions:

Approve and authorize Amendment No. 2 to Agreement No. 220297B with Conservation Corps North Bay.

### **FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Zone-1 Waste Disposal; 2180000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The current litter program has helped improve both the appearance and the environmental health of our roadways and creeks in the Zone One areas.
Is the general fund affected?	No
Future fiscal impact:	Zone-1 revenue from the Napa County Waste & Recycling Services Franchise Fees Agreement will sustain funding for this program. If extended, the contract will be appropriated within each fiscal year's budget.
Consequences if not approved:	CCNB litter cleanup services will cease, and litter will accumulate quickly along roadsides. This will pollute soil, waterways, and ecosystems.

**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. 220297B (ZONE 1)**

THIS AMENDMENT NO. 2 (Amendment No. 2) TO NAPA COUNTY AGREEMENT NO. 220297B ("Agreement") is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CONSERVATION CORPS NORTH BAY, INC., a California nonprofit corporation and Community Conservation Corps, whose mailing address is 119 Parkview Lane, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." The COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on March 23, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220297C ("Agreement") to provide litter abatement and other waste-related services in the Zone One waste collection area of Napa County; and

**WHEREAS**, CONTRACTOR is fully qualified and trained to perform such specialized services by virtue of its experience and the training, education and expertise of its principals and employees, and is willing to accept responsibility for performing such specialized services in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, on November 23, 2023, COUNTY and CONTRACTOR amended the Agreement to increase the maximum compensation amounts payable to CONTRACTOR by \$135,000 from \$163,000 to \$298,000, to extend the end date by 18 months from December 31, 2023 to June 30, 2025, and to renumber the Agreement "220297B";

**WHEREAS**, the Parties now desire to amend the Agreement to extend the term of the Agreement by 24 months from June 30, 2025 to June 30, 2027 and to increase the maximum compensation amounts payable to CONTRACTOR by \$192,850 from \$298,000 to \$490,850;

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Exhibits "A-1" Scope of Work and "B-1" Compensation are attached hereto and incorporated by reference herein. All references in the Agreement to "Exhibit A" are hereby replaced with references to "Exhibit A-1" and all references in the Agreement to "Exhibit B" are hereby replaced with references to "Exhibit B-1".
2. Paragraph 1(a) of the Agreement is amended in full to read as follows:



(a) The term of this Agreement shall commence on the date first above written (March 23, 2022) and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

3. Paragraph 3(c) of the Agreement is amended in its entirety to read as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of forty-five thousand dollars (\$45,000) for the fiscal year ending on June 30, 2022; seventy-three thousand dollars (\$73,000) for the fiscal year ending on June 30, 2023; ninety thousand dollars (\$90,000) for the fiscal year ending on June 30, 2024; ninety thousand dollars (\$90,000) for the fiscal year ending on June 30, 2025; ninety five thousand dollars (\$95,000) per fiscal year for the fiscal year ending on June 30, 2026; and ninety seven thousand eight hundred and fifty dollars (\$97,850) for the fiscal year ending June 30, 2027; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

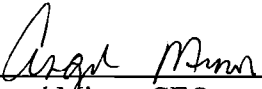
4. Paragraph 3(d), "Price Adjustments" is hereby added immediately below Paragraph 3(c) as follows:

(d) Price Adjustments. After the fiscal year ending on June 30, 2025, COUNTY may increase the labor and materials rates and/or hourly labor rates in Exhibit "B-1" upon approval of CONTRACTOR's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONTRACTOR's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting CONTRACTOR, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. CONTRACTOR must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. COUNTY may only approve CONTRACTOR's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amounts in paragraph 3(c). This paragraph does not apply where compensation is based on fixed prices or lump sums and shall take precedence over any contrary term in Exhibit "B-1".

5. Except as provided herein, all other terms and provisions of the Agreement as amended by Amendment No. 1 shall remain in full force and effect.
6. 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

**IN WITNESS WHEREOF**, this Amendment No. 2 is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer.

CONSERVATION CORPS NORTH BAY, INC.

By   
Angel Minor, CEO

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>July 14, 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-1”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **DESCRIPTION OF SERVICES**

**Conservation Corps North Bay (CCNB)** will provide a crew of two (2) Supervisors and six (6) Corps members to Napa County for litter abatement services.

- CCNB will provide litter abatement services at locations within the geographical boundaries of Garbage Zone 1, to be identified by Napa County.
- CCNB will provide litter abatement service once every three weeks (for a total of six days) from March 1, 2022 - June 30, 2022.
- CCNB crews will separate materials collected to increase diversion rates.
- All material collected will be disposed of at the Clover Flats Landfill, located at 4380 Silverado Trail, Calistoga, CA, ~~or~~ UVDS, located on 1285 Whitehall Lane, St. Helena, CA, or Devlin Road Transfer Station, located at 889 Devlin Road, American Canyon, CA.
- CCNB crews will provide other waste related services as mutually agreeable in writing by the parties.
- Beginning on July 1, 2022, CCNB will provide litter abatement services at least once every three weeks. With the approval of Napa County and within the maximum compensation limits of this agreement, CCNB will increase the frequency of the service to as often as twice per week if CCNB can support this workload.

#### **EXCLUDED SERVICES:**

- CCNB will not provide cleanups of hazardous materials or homeless encampments. CCNB will notify Napa County if any hazardous materials or homeless encampments are encountered while providing services.

**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-1"**

### **COMPENSATION**

Invoices will be based on the following labor and materials rates:

- Dump truck, flatbed, or box truck \$300/day;
- Bobcat \$200/day;
- Extra vehicle \$150/day;
- Chipper \$350/day.

Disposal costs and materials are billed at cost plus 10%

handling. The hourly labor rates for 2025 and 2026 are:

- 2025:
  - \$47.00 per corpsmember hour;
  - \$81.00 per supervisor hour.
- 2026:
  - \$49.00 per corpsmember hour;
  - \$83.00 per supervisor hour.

Labor rates will be billed for travel time to and from the CCNB Center. There is no charge for mileage.

CONTRACTOR shall be responsible for paying all disposal fees directly to the waste management facility. CONTRACTOR may submit a request for reimbursement of such disposal costs through its regular monthly invoices no later than thirty (30) days following the date of disposal costs were incurred. Reimbursement shall be subject to the provision of reasonable supporting documentation and shall be paid in accordance with the terms set forth in this Agreement.

Invoices will be submitted on a monthly basis or upon completion of work. Undisputed invoices unpaid after 30 days will be charged 1 1/2% interest monthly. Labor rates are subject to annual increases per CA State Minimum Wage Law requirements and cost of living adjustments. Any increases in labor rates shall be presented and agreed to by the parties prior to commencing the services.

### **LABOR AND SERVICES:**

Labor and services will be provided until total costs equal contract total or the scope of the work is completed, whichever comes first. Actual daily costs may vary due to attendance.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1361

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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**

#### **Project 1: Pope Canyon Rd. Mile Post Marker (MPM) 4.35**

Recent storms caused significant damage to the County road system, resulting in the Board of Supervisors declaring a state of emergency. Some of the sites required immediate action to protect the public and ensure the damage does not spread to other areas. The County used emergency contracting procedures to initiate work on these areas, which allowed for reduced time to hire contractors to perform the work.

#### **Project 2: Yountville Fire Department Bathroom Emergency Repairs**

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer response time to travel back to the station.

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

The status of each project, and the estimated cost of each project, currently underway using this contracting provision is provided below:

**Pope Canyon Rd. 4.35 (\$550,000):** Mobilization and setting of traffic control commenced 7/21. Construction commenced 7/28 and is planned through 8/22 (dependent on drilling conditions).

**Yountville Fire Station Bathroom Emergency Repairs (\$373,620):** Materials have been ordered. Construction is planned for 8/5-10/24.

The Board has previously approved funding and no additional funds are being requested at this time. Good progress is being made, and staff recommends continuing these projects to conclusion in order to expeditiously protect public safety and property.

**Requested Action:**

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

**FISCAL IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner.
Is the general fund affected?	No
Consequences if not approved:	If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not



applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-468

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**TO:** Board of Supervisors  
**FROM:** Rollie Soria for Oscar Ortiz, Sheriff-Coroner  
**REPORT BY:** Erin Corry, Staff Services Analyst II  
**SUBJECT:** Agreement with American Medical Response West

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### **RECOMMENDATION**

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

### **BACKGROUND**

Sheriff's Office sworn staff are mandated by California Police Officer Standards and Training (POST) to complete first aid, cardiopulmonary resuscitation (CPR) and automated defibrillator (AED) training every two years. In the past, American Medical Response (AMR) provided sworn staff this mandated training and went beyond state required minimum requirements, at no cost. However, due to the associated costs with such training, accreditation and certifications, AMR must recover actual costs for salaries and equipment.

Under this agreement, AMR would provide POST mandated first aid, CPR and AED training to Sheriff's Office sworn staff, thereby fulfilling POST accreditation and certification requirements. AMR would also provide advanced lifesaving training, such as administration of naloxone, epinephrine, chest seals, dressing/bandaging, splinting and Bag-Valve-Mask ventilation. These advanced lifesaving techniques far exceed POST standards, which will better prepare Sheriff's Office deputies to handle more complex emergency medical situations they may encounter. In fact, with this advanced training from AMR, deputies have been involved in several calls for service where they performed CPR and first aid that contributed to saving the patient's lives. Often law enforcement officers are the first on scene for a medical emergency, so this advanced training allows them to stabilize a patient long enough for more advanced medical personnel to arrive.

In addition, AMR will also provide self-care and partner-care training, such as a gunshot wound packing and tourniquet application. Should Sheriff's Office deputies or a member of the public be injured by a gunshot wound, deputies will have acquired the necessary training from AMR to render aid, increasing safety and survivability for deputies and the public. Comparable organizations such as American Red Cross only offer the minimum POST training requirements, which is inadequate to handle today's often dynamic and quickly

changing emergency situations. AMR is a local vendor offering training that meets and exceeds POST mandated training requirements.

**Request Action:**

Approve and authorize the Chair to sign Agreement No. 250374B with American Medical Response West in the amount of \$13,200 for mandated first aid, cardiopulmonary resuscitation and automated defibrillator training for Sheriff's Office sworn staff.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations Budget (Org 1360000, Obj 52900)
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	This is POST Mandated first aid, CPR and AED training required every two years for sworn staff. Funds will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If this agreement is not approved, Sheriff's Office sworn staff would not complete their POST mandated first aid, CPR & AED training requirements and would be out of compliance.

**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. 250374B

PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 1st day of April, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and AMERICAN MEDICAL RESPONSE WEST, a California corporation doing business as "American Medical Response" or "AMR", whose mailing address is 6501 S. Fiddler's Green Circle, Suite 100, Greenwood Village, CO, 80111, hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide the California Peace Officer Standards Training (POST) mandated First Aid, CPR, and AED training for sworn peace officers of Napa County Sheriff's Office; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

**TERMS**

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein.
3. **Compensation.**
  - (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.
  - (b) **Expenses.** No travel or other expenses will be reimbursed by COUNTY.



(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Thirteen Thousand Two Hundred dollars (\$13,200) for professional services provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

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

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

(c) CONTRACTOR shall submit invoices not more often than thirty (30) days to the Napa County Sheriff's Office Administrative Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C."

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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



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

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

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

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

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

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

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-



renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

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

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

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

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



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

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

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 30 days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

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

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

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

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work



made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

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

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

COUNTY

Napa County Sheriff's Office  
Sheriff's Administrative Manager  
1535 Airport Blvd.  
Napa, CA 94558

CONTRACTOR

AMR Napa County  
Mr. Sean Rogoff  
841 Latour Court, Suite D  
Napa, CA 94558

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file



with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

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

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

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

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

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

#### 15. **Confidentiality.**

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

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

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential



files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

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

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

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

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

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

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

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

**16. No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or



subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Napa County Sheriff.

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

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

18. **Interpretation; Venue.**

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or



medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

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

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

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law,



CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

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

23. **Conflict of Interest.**

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

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

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

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

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

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

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

**AMERICAN MEDICAL RESPONSE WEST**

By \_\_\_\_\_  
SEAN ROGOFF, Regional Director

“CONTRACTOR”

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

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

“COUNTY”

APPROVED AS TO FORM Office of County Counsel  By: S. Darbinian Deputy County Counsel  Date: March 26, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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**EXHIBIT “A”**

## **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

### **I. DESCRIPTION OF SERVICES**

- 1) Training and Testing for POST mandated First Aid/CPR/AED refresher course in the following areas:
  - CPR – Adult/ Child/ Infant
  - Bag-Valve-Mask (BVM) Ventilation
  - AED – Adult/ Child/ Infant
  - Dressing and Bandaging
  - Splinting
  - Chest Seal
  - Wound Packing
  - Tourniquet Deployment/ Application
  - Naloxone Administration
  - Epinephrine Administration

## **EXHIBIT “B”**

## COMPENSATION

### FIRST AID/CPR/AED/REFRESHER COURSE

Item	Cost	Amount	Total Cost
Instructor	\$55.00/hr	6 @ 8 hours	\$2,640.00
		5 Days	\$13,200.00
<hr/>			
Total		Total	\$13,200.00
<hr/>			

## EXHIBIT "C"



[Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 Phone [phone] Fax [fax]  
 Taxpayer ID #

## SAMPLE INVOICE

INVOICE # \_\_\_\_\_  
 DATE: \_\_\_\_\_

**TO:**

[Customer Name]  
 [Street Address]  
 [City, ST ZIP Code]

**FOR:**

[Project or service description]  
 Contract No.

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





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1313

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, Chief Executive Officer  
**REPORT BY:** Becky Craig, Assistant Chief Executive Officer  
**SUBJECT:** Napa Valley Tourism Corporation Agreement

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### **RECOMMENDATION**

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

### **BACKGROUND**

The Napa Valley Tourism Improvement District ("NVTID") is a benefit assessment district that funds valley-wide marketing and sales and local jurisdiction destination marketing efforts for Napa Valley lodging businesses. This approach has been successful in Napa Valley for fifteen years and in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The renewed NVTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa.

Lodging business owners requested renewal of the NVTID to continue this self-assessed revenue source devoted to marketing Napa Valley as a tourist, meeting and event destination. The NVTID is projected to generate approximately \$11,000,000 annually for promotion of travel and tourism specific to Napa Valley.

Tourism Improvement Districts (TIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging business owners to organize their efforts to increase tourism. Lodging business owners operating within the TID fund the TID, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TID.

The Management District Plan (MDP) adopted by the Board of Supervisors in December 2024 extended the term of the NVTID for an additional ten years from June 2025 to June 2035. The MDP includes the proposed boundary of the District, a service plan and budget, and a proposed means of governance. All jurisdictions consented to include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa. The MDP envisions the possibility of a successor destination marketing entity to the current destination marketing provider (Visit Napa Valley (VNV)) and reclassifies the VNV designated board seat on the Napa Valley Tourism Corporation (“NVTC”) as non-voting if it is filled by the VNV Executive Director.

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. The assessment rate may be recommended to be increased periodically by the Visit Napa Valley Board of Directors, or successor destination marketing entity, and then brought to the Napa Valley Tourism Corporation Board for final approval. The maximum increase shall be one half of one percent (0.5%) at certain intervals and the total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days.

Each jurisdiction will collect the assessment on a basis that mirrors the collection of transient occupancy tax from each lodging business located in the NVTID boundaries. Each jurisdiction shall forward the assessments to Napa Valley Tourism Corporation, which has the responsibility of managing NVTID programs as provided in this Management District Plan. Each jurisdiction’s tax collector will retain a fee of up to one percent (1%) of the amount of the assessment collected prior to remitting funds, within their respective jurisdictions, to cover their costs of collection and administration.

The proposed County Agreement with NVTC sets forth the roles and responsibilities between the County and NVTC in accordance with the MDP. The Agreement acknowledges that NVTC contracts with VNV and is expected to contract with a destination marketing agency for some of the services required under the MDP. Additionally, it includes provisions for the local governing committees and the destination marketing agency to remit various reporting, for the non-voting status of the member seat on NVTC if filled by VNV’s Executive Director, and a requirement for NVTC to provide an annual report to the Board of Supervisors each fiscal year.

In its Resolution 24-142 adopted December 17, 2024, the Board of Supervisors made various recommendations to the NVTC regarding formation of a governance committee, bylaws changes, reallocation of assessment funds to the local governing committees, and increasing committee representation for Upvalley small hoteliers or chambers. These recommendations were not included in the Agreement as they were recommendations to NVTC. NVTC will determine whether these or other changes are warranted to effectively oversee the TID.

With the renewal of the NVTID, NVTC has approved a new agreement with Visit Napa Valley (attached) for destination marketing services.

Recommended Actions: Approve and authorize Agreement No. 250463B with the Napa Valley Tourism Corporation.

### **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.

## **AGREEMENT NO 250463B**

### **AGREEMENT BETWEEN THE COUNTY OF NAPA AND THE NAPA COUNTY TOURISM CORPORATION CONCERNING ROLES AND RESPONSIBILITIES RELATING TO THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT**

THIS AGREEMENT CONCERNING ROLES AND RESPONSIBILITIES RELATING TO THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT ("Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Napa, a political subdivision of the State of California, hereinafter referred to as "County," and the Napa Valley Tourism Corporation, a California non-profit corporation, whose mailing address is 1001 Second Street, Suite 330, Napa, CA 94559, hereinafter referred to as "NVTC."

#### **RECITALS**

**WHEREAS**, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the County of Napa (County) to renew business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

**WHEREAS**, the Napa Valley Tourism Improvement District (NVTID) was established in 2010, for a five-year period, pursuant to the Property and Business Improvement Law of 1994; and

**WHEREAS**, the NVTID was renewed on June 10, 2014, by Napa County Board of Supervisors Resolution No. 2014-64, for a ten (10) year term ending on June 15, 2025 and was renewed again on December 17, 2024, by Napa County Board of Supervisors Resolution No. 24-142 for another ten (10) year term ending on June 15, 2035; and

**WHEREAS**, the NVTID provides a funding mechanism through the imposition of an assessment on eligible lodging businesses, applicable to gross revenue from short-term room rentals (30 days or less); and

**WHEREAS**, in accordance with the Property and Business Improvement Law of 1994, the assessments are required to be expended in accordance with the adopted NVTID Management District Plan ("MDP"), attached hereto as Exhibit A; and

**WHEREAS**, under the MDP, NVTID levies assessments on lodging businesses within the unincorporated area and within each of the cities and town in Napa County ("Jurisdictions") to fund valley-wide marketing and tourist-serving programs by placing a 2.0% assessment on the gross short-term (30 days or less) sleeping room rental revenue of eligible lodging establishments with the option to increase the assessment by a maximum of one half of one percent (0.5%) in years three (3), six (6), and nine (9) and provides that the total assessment rate may not exceed three percent (3%) of gross short-term sleeping room rental revenue; and

**WHEREAS**, the collection of the assessments mirrors the collection of transient occupancy tax (including any delinquencies, penalties, and interest) and is collected from each

lodging business located in the boundaries of the NVTID on all gross short-term sleeping room rental revenue, as defined in each jurisdiction's municipal/county code; and

**WHEREAS**, pursuant to the MDP, the Jurisdictions must remit to the Napa County Auditor-Controller 74% of the local collected assessment, and the County Auditor-Controller in turn must remit that amount to NVTC; and

**WHEREAS**, the MDP identifies NVTC as the Owner's Association responsible for managing funds, implementing programs, and providing annual reports on activities and expenditures, all in accordance with the MDP; and

**WHEREAS**, County and NVTC have entered into various agreements in the past with respect to operation of the NVTID and the roles and responsibilities of each of the parties; and

**WHEREAS**, NVTC has historically contracted with a destination marketing agency – historically Visit Napa Valley -- to perform some of the duties outlined in the MDP, including valley-wide marketing and sales, and accounting and reporting of assessment revenues and expenditures; and

**WHEREAS**, the Parties contemplate that NVTC will continue to contract with a destination marketing agency to perform these duties; and

**WHEREAS**, with the renewal of the NVTID, the Parties would like to clarify their roles and responsibilities.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions as set forth herein, and for other valuable consideration the sufficiency of which is hereby acknowledged, County and NVTC agree as follows:

## **AGREEMENT**

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated in full and made a part of this Agreement by this reference.

2. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 15, 2035, unless terminated earlier in accordance with the terms of this Agreement; except that the obligations of the parties under Section 5 (Insurance) and Section 6 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of NVTC to County shall also continue after said expiration date or early termination in relation to the obligations prescribed by Section 13 (Access to Records/Retention), Section 14 (Confidentiality) and Section 15 (Taxes).

3. **County Obligations.**

a) County shall forward to NVTC seventy-four percent (74%) of the NVTID assessment collected, minus Napa County Auditor-Controller accounting and auditing fees.



- b) The Napa County Auditor-Controller will perform the following on behalf of the NVTID:
1. Complete all necessary accounting transactions to record assessments received and to make payments to NVTC. It is contemplated that NVTC will forward these sums to the destination marketing agency.
  2. Receive a copy of the quarterly financial reports and meeting minutes from the local governing committees.
  3. Participate in and attend audit committee meetings and review the annual financial audit of the destination marketing agency.
  4. Within six months after fiscal year end, compile an annual financial compliance audit on behalf of NVTC.
  5. All expenses associated with fiscal transactions and audits on behalf of the assessment shall be borne by either NVTC or its destination marketing agency.
  6. The Parties recognize that compensation from NVTID assessments is based on lodging occupancy and is subject to external forces and beyond the control of the County and that of the local jurisdictions collecting the assessments.

#### 4. NVTC Obligations.

a. NVTC shall serve as the NVTC Owners' Association in accordance with the provisions of the MDP, the Property and Business Improvement District Law of 1994, and the Resolution renewing the NVTID.

b. NVTC is charged with managing funds and implementing programs in accordance with the MDP.

c. NVTC may, and it is expected to, enter into an agreement with a destination marketing agency to perform various duties and tasks outlined in the MDP, including valley-wide destination marketing and sales, and accounting and reporting of assessment revenues and expenditures. NVTC must monitor any such agreement to ensure that the destination marketing agency's performance is in accordance with the MDP and in compliance with this Agreement, including requiring that the destination marketing agency comply with the insurance requirements set forth in Section 5 (Insurance) and Sections 4.d, 4.e, 4.f, and 4.g (budgeting and reporting requirements) of this Agreement.

d. NVTC must prepare and adopt the annual budget prior to each new fiscal year, in a public meeting, with sufficient detail showing how the funds are planned to be spent in accordance with the MDP, clearly identifying the allocation of the assessment as follows:

- 74% to Contractor, to be spent on destination marketing efforts outlined in the MDP and on administrative costs. "Administrative costs" refers to costs incurred by NVTC and the destination marketing agency to administer the programs and marketing efforts set forth in the MDP. Such costs include but are not limited to auditing, legal and administrative support services. Any administrative costs of the destination marketing agency must first be reviewed and approved by NVTC;
- 1% to jurisdiction treasurers for collection costs; and
- 25% to local governing committees.

e. NVTC must ensure that the destination marketing agency and local governing committees are following the approved budgets, adjusted by publicly approved amendments, if any. This task includes requiring the destination marketing agency and local governing committees to submit the following to NVTC:

- quarterly financial reports with detailed explanations of the actual expenditures, with quantitative performance metrics to show the benefits of the NVTID;
- meeting minutes of each local governing committee's meeting that clearly provide decisions regarding budget amendments, funding decisions to third parties, and any variances to the local governing committee's adopted plan for that fiscal year; and
- One or more NVTC Board members should frequently attend meetings of each local governing committee and the destination marketing agency.

f. NVTC shall ensure that if the executive director of the destination marketing agency holds a position on the NVTC Board, that position will be a non-voting member position.

g. NVTC must compile, in conjunction with the destination marketing agency and the Napa County Auditor-Controller, an annual report for presentation to the Napa County Board of Supervisors, as required by the MDP.

h. NVTC must comply with all tax and other required reporting and submissions, as required by Federal and State laws.

5. **Insurance.** NVTC 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, NVTC shall provide workers compensation insurance for the performance of any of NVTC'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. NVTC 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 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 NVTC or any officer, agent, or employee of NVTC under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Directors and Officers Liability/Errors and Omissions. Directors and Officers Liability coverage in an aggregate limit of not less than Two Million Dollars (\$2,000,000).

3. Comprehensive Automobile Liability Insurance. NVTC shall maintain comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with NVTC's business of not less than One Million Dollars (\$1,000,000).

4. The Napa County Risk Manager is authorized to make exemptions to the insurance requirements set forth in this Section 5.

c) Certificates. All applicable insurance coverages referenced 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 NVTC with the County's Risk Manager prior to commencement of performance of any of NVTC's duties; 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. Upon request by County's Risk Manager, NVTC 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) For the commercial general liability insurance coverage referenced in subparagraph b.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph b.3 where the vehicles are covered by a commercial policy rather than a personal policy, NVTC shall—and shall require any subcontractor-- 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, NVTC and its subcontractor(s) shall file an endorsement waiving subrogation with the evidence of coverage.

e) 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 NVTC 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 NVTC shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

e) Subcontractors: Subcontractors performing work on behalf of NVTC shall procure and maintain policies of insurance equal to those required of NVTC, as provided in this Section 5, and sufficient to provide coverage for that subcontractor's work in relationship to this Agreement. NVTC shall require these subcontractors to comply with all the provisions of this Section 5 (Insurance) and shall include these insurance provisions in its agreements with the subcontractor. NVTC shall not authorize performance by a subcontractor under this Agreement

until it has confirmed that subcontractor has provided all insurance certificates and endorsements required and described herein.

6. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, NVTC shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from 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, for personal injury (including death) or damage to property, arising from all acts or omissions of NVTC or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services and performing the duties 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 Couty. 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. This Section 6 shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

7. **Termination for Cause.** This Agreement may be terminated by County upon a finding that NVTC has misappropriated funds, committed malfeasance, or committed a violation of law in connection with its management duties under this Agreement, including violations of the NVTID Management District Plan. County's right to terminate shall arise after a public hearing held in procedural compliance with the requirements of Streets and Highways Code Section 36670, with a written statement of the reasons for termination of this Agreement.

8. **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  
Attn: Napa County Executive Officer  
1195 Third Street, Ste. 310  
Napa, CA 94559

Napa Valley Tourism Corporation  
Attn: Board Chair  
1001 Second Street, Suite 330  
Napa, CA 94559

With a copy to:

Richard D. Pio Roda, Esq.  
Redwood Public Law LLP  
409 13<sup>th</sup> Street, Suite 600  
Oakland, CA 94612

9. **Compliance with Laws.** NVTC shall comply and shall require the destination marketing agency to comply, with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. NVTC shall comply immediately with all

directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

10. **Compliance with County Policies.** NVTC shall comply, and shall require the destination marketing agency 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.

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

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

Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

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

Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

11. **Conflict of Interest.** NVTC acknowledges that it is 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. NVTC 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. NVTC 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 NVTC is a material breach of this Agreement which may result in termination of the Agreement for cause. NVTC shall require that its destination marketing agency complies with this Section 11 and shall require the destination marketing agency to make the acknowledgements and assurances contained herein.

12. **Independent Contractor.** NVTC, and its subcontractors, are independent contractors and not agents of the 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 NVTC shall follow the direction of County concerning the end results of the performance.

13. **Access to Records/Retention.** NVTC shall provide County with access to NVTC's records which are reasonably necessary for County to review or audit NVTC's compliance with the provisions of this Agreement. NVTC 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 NVTC's place of business where the records are kept. NVTC shall maintain all records related to this Agreement for at least four



years after expiration or termination of this Agreement. NVTC shall include the requirements of this Section 13 in its agreement with the destination marketing agency.

14. **Confidentiality.** Confidential information is defined as all information disclosed to NVTC which relates to County's past, present, and future activities, as well as activities under this Agreement. NVTC shall hold all such information as NVTC may receive, if any, in trust and confidence, except with the prior written approval of County, expressed through its County Executive Officer or designee, or if the confidential information is subject to the Public Records Act (Government Code section 7920 et seq.). Upon cancellation or expiration of this Agreement, NVTC shall return to County all written and descriptive matter which contains any such confidential information, except that NVTC may retain for its files a copy of NVTC's work product if such product has been made available to the public by County.

15. **Taxes.** NVTC agrees to file or shall cause to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. NVTC 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 NVTC'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, NVTC agrees to furnish County with proof of payment of taxes or withholdings on those earnings.

16. **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.

17. **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 Section does not apply to attorney's fees or costs incurred during mediation.

18. **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.

19. **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.

20. **Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties.

21. **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.

22. **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.

Napa Valley Tourism Corporation, a California  
non-profit corporation

By \_\_\_\_\_  
Sara Brooks, Vice Chair of NVTC

Approved as to form:  
Counsel for NVTC

By: \_\_\_\_\_  
Richard D. Pio Roda

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

By \_\_\_\_\_  
Amber Manfree, Vice- Chair  
of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel  By: S. Darbinian  Date: July 29, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: Processed By:  _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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## **EXHIBIT A**

### **MANAGEMENT DISTRICT PLAN**

2025-2035



# NAPA VALLEY TOURISM IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

*Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.*

June 5, 2024



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## I. OVERVIEW

Developed by Napa Valley lodging businesses, the Napa Valley Tourism Improvement District (NVTID) is an assessment district which provides specific benefits to payors, by funding marketing and sales promotion efforts for assessed lodging businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The NVTID was created in 2010 for a five (5) year term and was subsequently renewed in 2015 for a ten (10) year term. The NVTID has reached the end of this term, and lodging owners now wish to renew the NVTID for a ten (10) year term.

*Location:* The NVTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa (jurisdictions), as shown on the map in Section IV of this Management District Plan (Plan).

*Services:* The NVTID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Valley-wide marketing and sales and local jurisdiction destination marketing initiatives will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

*Budget:* The total NVTID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$11,000,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as lodging businesses open and close, and if the assessment rate is increased pursuant to this Plan.

*Cost:* The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the Visit Napa Valley (VNV) Board of Directors or successor destination marketing entity, and then brought to the Napa Valley Tourism Corporation (NVTC) Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

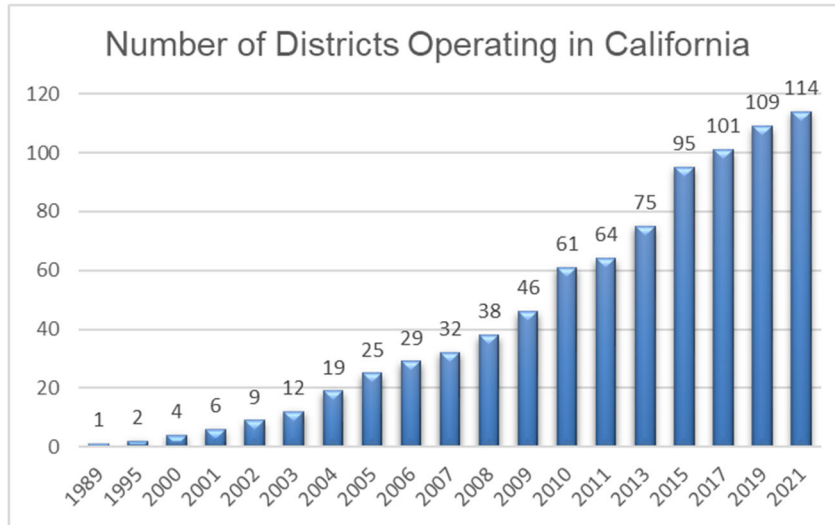
*Collection:* Assessment collection shall mirror the collection of transient occupancy tax (including any delinquencies, penalties and interest) and shall be collected from each lodging business located in the boundaries of the NVTID on all gross short-term sleeping room rental revenue, as defined in each jurisdiction's municipal/county code. Each jurisdiction shall take all reasonable efforts to collect the assessments from each assessed lodging business.

*Duration:* The NVTID will have a ten (10) year life, beginning June 16, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NVTID may be renewed pursuant to the Property and Business Improvement District Law of 1994 (94 Law) if lodging business owners support continuing the NVTID programs.

*Management:* The Napa Valley Tourism Corporation (NVTC) shall continue to serve as the NVTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the Board of Supervisors.

## II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over \$300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Napa Valley lodging businesses continue to invest in stable, commerce-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of

tourism districts. Tourism business owners within the TID pay an assessment and those funds are used to provide services that increase commerce for assessed businesses.

In California, most TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

### III. ACCOMPLISHMENTS

**More Dollars for Our Community:** Since the creation of the Tourism Improvement District (TID), annual transient occupancy tax **(TOT) collections have grown more than 155%.**

- In FY2011, TOT collections totaled \$27M.
- FY2023 finished at \$69M, which is \$14M over FY2019 (the previous highest collection), exhibiting recovery and growth from the post-pandemic economy.

**A Sustained & Competitive Budget for Marketing the Napa Valley:** Since the inception of the TID, NVTIC has contracted with Visit Napa Valley to carry out the programs and services of the TID. Prior to the establishment of the TID, Visit Napa Valley operated with a budget of less than \$500,000 to market the region and was readily outspent by competitors. Today, Visit Napa Valley operates with a budget of approximately \$8M, generated by the TID assessment, (a 1500% increase from 2011) to market the valley as a whole and \$2M in TID revenue stays within the local jurisdictions for destination marketing efforts managed by each of those jurisdictions. Local marketing efforts complement, and do not conflict or compete with, the valley-wide promotion effort.

**Napa Valley is a Desirable Place to Invest in Hospitality:** Since 2010, Napa County hotel revenue has increased nearly 2.5 times.

- 2010 Hotel Revenue = \$179M; 2023 Hotel Revenue = \$512M (186% increase).
- This compels investment opportunities for new and existing lodging properties.
- Record setting real estate transactions in 2021-2023 underscore Napa Valley as a good investment opportunity.

**Resilient in the Face of Adversity:** Due to the strength of the Napa Valley brand, cultivated by Visit Napa Valley's marketing and sales efforts, Napa Valley's hospitality community has weathered crisis, natural disasters, and the pandemic and exceeded recovery expectations after each critical event.

- Visit Napa Valley maintains a fully funded Cash Reserve (50% of annual operating budget) in order to continue efforts in lean times.
- Visit Napa Valley is a trusted contributor to community communication efforts during natural disaster crises (floods, fires, earthquakes) and pandemic (COVID-19).

**A Trusted Source of Destination Insights and Inspiration:** Key audiences look to Visit Napa Valley to effectively curate content that inspires the destinations key audiences (Consumers, Travel Trade, Meetings & Incentive Planners, and the Tourism and Hospitality Industry).

- NVTID funds have been effectively utilized to implement a variety of programs that ultimately increase room night sales.
- Created the "Cabernet Season" campaign to proactively brand the slower "shoulder season" (typically November through March) to benefit hospitality partners. Today, "Cabernet Season" is a recognized and effective tool for hospitality partners to promote the valley and their own businesses.
- Created annual campaigns such as Restaurant Week and Mustard Season during Cabernet Season to promote visitation during that slower time.
- Visit Napa Valley responds to current trends and pain points in the industry which led to the creation of the "Approachable Luxury" campaign. This showed visitors the breadth and depth of hospitality offerings available in Napa Valley, helping visitors to discover their



version of luxury - illustrating experiences that fit budget and needs, without specifically calling out price.

- Visit Napa Valley has avidly promoted all 5 towns (Calistoga, St. Helena, Yountville, the City of Napa, American Canyon) and the Unincorporated Napa County through all marketing and sales efforts in all channels, including paid media (ads), owned media (website, social channels, blog, newsletter), and earned media (active public relations and press opportunities).
  - The Towns-Specific Campaign feature an integrated program consisting of both paid media along with activations on owned channels.
- Annual Visit Napa Valley Engagement Metrics:
  - 2 million Visitors to the [www.VisitNapaValley.com](http://www.VisitNapaValley.com) website, resulting in nearly 1 million clicks to websites of Napa Valley hospitality businesses.
  - The Visit Napa Valley website is frequently cited as the #1 or #2 referral url for most partners who invest with Visit Napa Valley.
  - Group leads equated to more than 200,000 potential room nights, with a potential economic impact of \$88 Million.
  - The Napa Valley Welcome Center, promoting the entire Napa Valley greets over 110,000 people and makes over 35,000 direct referrals to valley-wide hospitality businesses.
- Robust sales team drives overnight stays from transient / leisure travelers as well as business and incentive groups. Business development efforts grow lead generation with meeting professionals, with key focus on incentive, corporate C-Suite and association markets, to increase group business to Napa Valley during weekdays, off-peak season and need periods.
- Partnerships with visitor-serving businesses have increased from just six at the onset of the TID to more than 500 investor partners. This serves as testament to the confidence our constituency has in our mission, strategies and programs supporting the hospitality industry in Napa Valley.
- Numerous valuable trade relationships have been established and nurtured, including Visit California, CalTravel, US Travel, Brand USA, San Francisco Travel, Napa Valley Vintners, and the Napa County Farm Bureau. All partnerships are leveraged to bring in overnight group and event business, in addition to leisure travelers. Partnerships with meeting planner associations have been formed to bring additional overnight groups to the Napa Valley.

**Transparent and Accuracy in Reporting:** Carrying out the valley-wide marketing and sales efforts, Visit Napa Valley performs under best practices and processes that meet or exceed industry standards.

- Visit Napa Valley is subject to an annual audit conducted by an independent CPA firm that is approved by the County of Napa Auditor Controller and the VNV Board of Directors Audit Committee.
- Since inception of the TID in FY2011, Visit Napa Valley has received nothing less than the highest score, with clean annual audits (with no findings) for 14 years and counting.
- The Napa Valley Tourism Corporation Board meetings are governed by the Brown Act and Public Records Act.
- Annual Reports are presented to the Napa County Board of Supervisors offices.
- Annual Operating Plans are produced yearly, with approval by NVTC and VNV Boards of Directors.
- Long Range Planning cycles with input from stakeholders and final approval by both NVTC and VNV Boards of Directors.

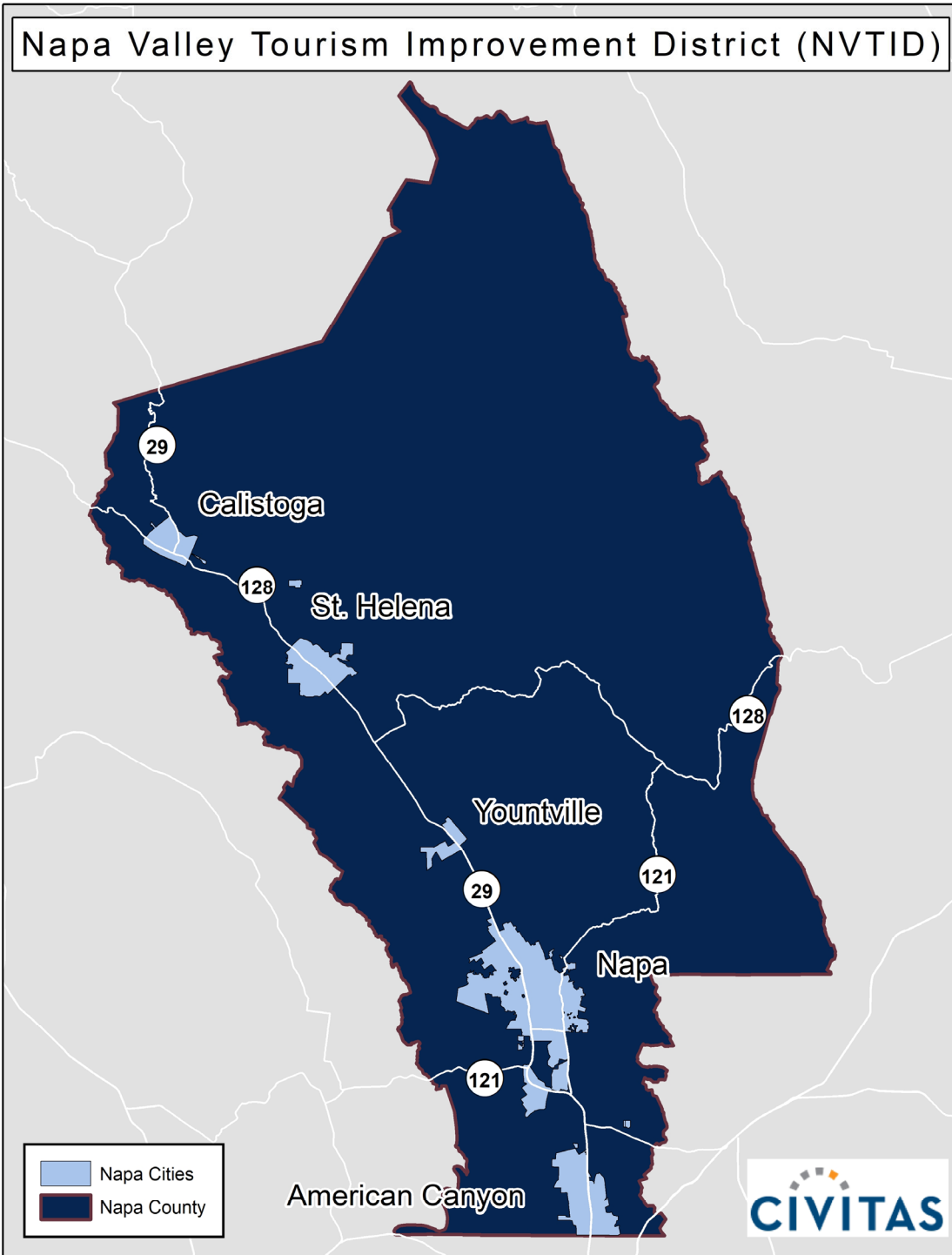
**Delivering Results for the Community:** These efforts have paid off and delivered return on investment for assessed businesses. Since the inception of the TID in 2010, lodging revenue has grown every year (with the exception of 2020 pandemic impacts). Average daily room rates have also increased, as have occupancy rates during mid-week and shoulder seasons. Napa Valley led the way in travel recovery for the state of California, winning back more than our fair share of visitors. Strategic priorities on the horizon ahead include embracing destination stewardship and sustainability. Growth in TID revenue fuels an upward spiral of TOT revenue to each jurisdiction in Napa Valley - contributing significantly to the general fund of each town (in Calistoga, St. Helena, Yountville, the City of Napa and American Canyon), as well as the Unincorporated Napa County. This significantly enhances quality of life for our residents.

#### **IV. BOUNDARY**

The NVTID shall include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa (“jurisdictions”), as shown in the map below.

Lodging business means: any structure or any portion of any structure which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes, but is not limited to, all hotels, motels, inns, vacation rentals and short-term rentals. Notwithstanding the prior sentence, lodging business does not include campgrounds, mobile homes, or traditional space-rental only R.V. parks.

A complete listing of lodging businesses within the NVTID can be found in Appendix 2. The lodging business list was compiled from records provided by each jurisdiction. The list was developed with the most reliable information provided by the jurisdictions. Some discrepancies may appear due to any of the following reasons: 1) Vacation rentals and short term rentals may cease operation with little or no notice, and may no longer be operating as a vacation rental or short-term rental; and 2) the lodging business list was compiled based on the date shown on the cover page of this Plan, and may not include lodging businesses that began operation after the dates listed.

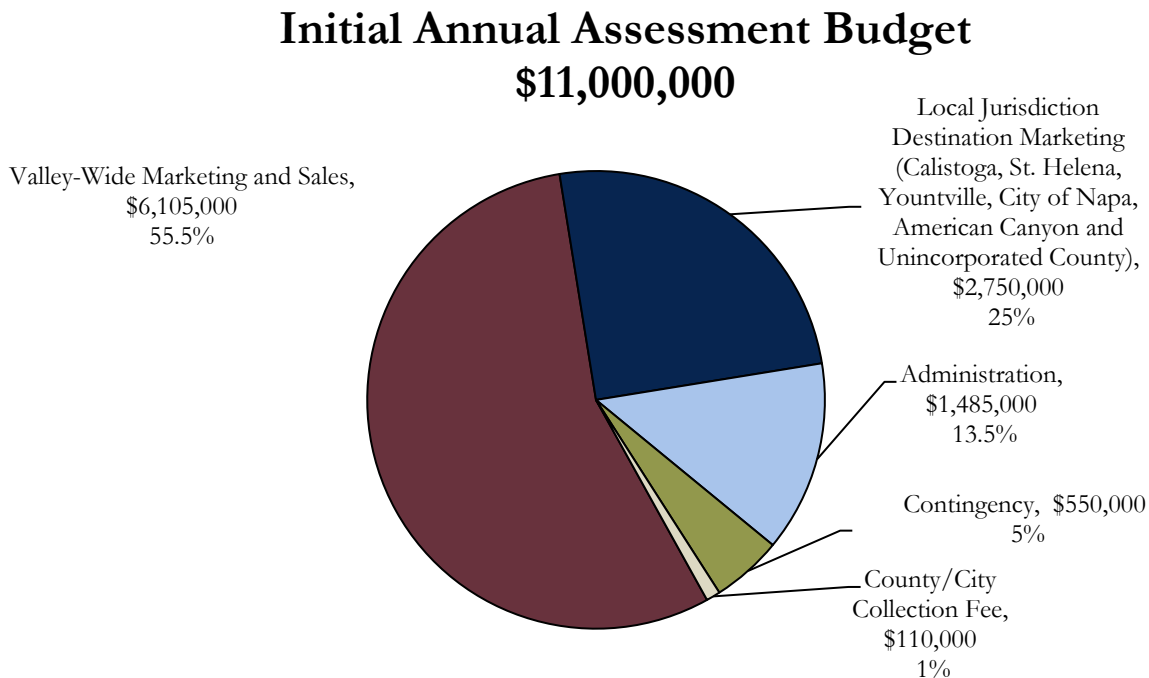


## V. ASSESSMENT BUDGET AND SERVICES

### A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the jurisdictions of conferring the benefits or granting the privileges. The privileges and services provided with the NVTID funds are valley-wide and local jurisdiction destination marketing and sales programs, available only to assessed lodging businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed lodging businesses. A detailed annual report and assessment budget will be developed and approved by the NVTC and submitted to the Board of Supervisors. The table below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial annual assessment budget is \$11,000,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the County and the NVTC Board shall have the authority to adjust budget allocations between the Valley-Wide Marketing and Sales, Administration, and Contingency categories by no more than ten percent (10%) of the total assessment budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the NVTID, any and all assessment funds may be used for the costs of defending the NVTID.

Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories.



## **Valley-Wide Marketing and Sales**

Funding from the assessment will be applied to marketing and sales programs that promote tourism in the valley and will encourage overnight stays in Napa Valley. Valley-wide marketing and sales programs are designed to promote, encourage, and support tourism and hospitality in Napa Valley and may include, but are not limited to:

Paid Media (Advertising) such as:

- Online/digital advertising
- Print advertising
- Out-of-home advertising (billboards, roadside signage, kiosks, banners)
- Radio advertising
- Events sponsorship and activations
- Production costs for advertising assets

Owned Media (Channels/Platforms) such as:

- Napa Valley website
- Napa Valley social media channels
- Napa Valley newsletters, blogs, content
- Marketing materials (brochures, pamphlets, branded collateral)
- Industry tradeshow, conferences, and activations
- Distribution and fulfillment of marketing and sales materials
- Operation of Valley-Wide visitor information center (located at Napa Valley Welcome Center in Downtown Napa)

Earned Media (Public Relations & Press) such as:

- Public relations outreach (including press bulletins/releases and media leads, crisis communications, etc.)
- Press educational and familiarization trips

Sales (Group and Travel Trade) Programs such as:

- Lead Generation
- Trade Shows
- Sales Missions
- Familiarization Tours

Special Projects and Programming for:

- Destination stewardship programs and initiatives including, but not limited to:
  - Sustainability
  - Hospitality Workforce Development
  - Heritage Tourism
  - DEI&A

Organizational Initiatives in Support of Tourism and Hospitality including:

- Industry research, analytics, seminars
- Stakeholder engagement and meetings
- Partner and industry relations

- Global outreach and engagement, such as Great Wine Capitals, Sister City Programs, etc.
- Professional/industry association affiliation
- Communications and advocacy activities to inform and educate the public and local government officials
- Software platforms and applications for business management
- Administrative costs associated with these activities

### **Local Jurisdiction Destination Marketing**

Each local jurisdiction (the Cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the unincorporated County of Napa) shall retain 25% of the total assessment collected within that local jurisdiction to fund eligible programs and activities as described below.

Each jurisdiction shall form a local governing committee which shall be responsible for the administration of the destination marketing efforts within their respective jurisdiction. Jurisdiction-specific destination marketing funding is designed to support initiatives which promote and enhance local, jurisdiction-based tourism and hospitality and is aligned with valley-wide promotional effort.

Local jurisdiction destination marketing funding is designed to support to local activities which promote and enhance locally based tourism efforts, including but not limited to:

- Locally specific market niche advertising and marketing efforts that complement, and do not conflict with or compete with, the valley-wide promotion effort.
- Tourism marketing and promotional information: including website, print and other collateral material and technology applications.
- Local special event programming, underwriting and promotion.
- Operation of local visitor information center.
- Community and cultural arts programming activities, such as music on the plaza, movie nights, sculpture walks, film festivals, etc.
- Tourism related streetscape enhancement and maintenance or visitor-serving improvements.
- Seasonal and other tourism and visitor related programs.
- Local tourism shuttle or other visitor transportation programs.
- Seed funding for community-based programs which support or enhance tourism.
- Trails, pedestrian paths, signage, bike paths, etc. which enhance and improve upon the visitor experience and access to lodging properties.
- Enhanced maintenance and custodial municipal services to tourism-related areas.
- Administrative costs associated with these activities.

### **Administrative and Operations**

The administrative and operations portion of the budget, thirteen- and one-half percent (13.5%), shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as audits, insurance, legal, and accounting fees. Information on audits is included herein in Section VI(E).

### **Contingency**

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs,

administration, or renewal costs. The NVTC Board of Directors shall set the policy with respect to the NVTC reserve.

### **County/City Collection Fees**

Each jurisdiction tax collector shall retain a fee of up to one percent (1%) of the amount of the assessment collected prior to remitting funds to the county, within their respective jurisdictions, to cover their costs of collection and administration.

### **B. Annual Budget**

The total ten (10) year assessment budget is projected at approximately \$11,000,000 annually, or \$145,750,000 through 2036 if maximum assessment rates are adopted. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased pursuant to this Plan.

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the VNV Board of Directors, or successor destination marketing entity, and then brought to the NVTC Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

The table below demonstrates the estimated maximum budget with the assumption that the assessment rate will be increased to the maximum rate authorized in this Plan at the earliest opportunity as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regard to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Plan.

**Estimated Annual Budget if Maximum Assessment Rates are Adopted**

<b>Year</b>	<b>Valley-Wide Marketing and Sales</b>	<b>Local Jurisdiction Destination Marketing</b>	<b>Administration</b>	<b>Contingency/ Renewal</b>	<b>County/City Collection Fee</b>	<b>Total</b>
2025/2026	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2026/2027	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2027/2028	\$7,631,250	\$3,437,500	\$1,856,250	\$687,500	\$137,500	\$13,750,000
2028/2029	\$7,631,250	\$3,437,500	\$1,856,250	\$687,500	\$137,500	\$13,750,000
2029/2030	\$7,631,250	\$3,437,500	\$1,856,250	\$687,500	\$137,500	\$13,750,000
2030/2031	\$9,157,500	\$4,125,000	\$2,227,500	\$825,000	\$165,000	\$16,500,000
2031/2032	\$9,157,500	\$4,125,000	\$2,227,500	\$825,000	\$165,000	\$16,500,000
2032/2033	\$9,157,500	\$4,125,000	\$2,227,500	\$825,000	\$165,000	\$16,500,000
2033/2034	\$9,157,500	\$4,125,000	\$2,227,500	\$825,000	\$165,000	\$16,500,000
2034/2035	\$9,157,500	\$4,125,000	\$2,227,500	\$825,000	\$165,000	\$16,500,000
<b>Total</b>	<b>\$80,891,250</b>	<b>\$36,437,500</b>	<b>\$19,676,250</b>	<b>\$7,287,500</b>	<b>\$1,457,500</b>	<b>\$145,750,000</b>

The chart below demonstrates the estimated maximum budget with the assumption that the assessment rate will not be increased during the NVTID's term.

**Estimated Annual Budget if Maximum Assessment Rates Are Not Adopted**

Year	Valley-Wide Marketing and Sales	Local Jurisdiction Destination Marketing	Administration	Contingency/Renewal	County/City Collection Fee	Total
2025/2026	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2026/2027	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2027/2028	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2028/2029	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2029/2030	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2030/2031	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2031/2032	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2032/2033	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2033/2034	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
2034/2035	\$6,105,000	\$2,750,000	\$1,485,000	\$550,000	\$110,000	\$11,000,000
Total	\$61,050,000	\$27,500,000	\$14,850,000	\$ 5,500,000	\$1,100,000	\$110,000,000

### C. California Constitutional Compliance

The NVTID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term ‘assessments’ to levies on real property.<sup>1</sup> Rather, the NVTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the NVTID, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the County of conferring the benefits or providing the services.

#### 1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”<sup>2</sup> The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those lodging businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific lodging businesses within the NVTID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the NVTID and are narrowly tailored. NVTID funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assesses. Assessment funds shall not be used to feature non-assessed lodging businesses in NVTID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and

<sup>1</sup> *Jarvis v. the City of San Diego* 72 Cal App. 4<sup>th</sup> 230

<sup>2</sup> Cal. Const. art XIII C § 1(e)(1)

providing specific benefits to the assessed lodging businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

The assessment imposed by this NVTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales programs promoting lodging businesses paying the NVTID assessment. The marketing and sales programs will be designed to increase demand for room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the NVTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayer occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."<sup>3</sup>

## ***2. Specific Government Service***

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."<sup>4</sup> The legislature has recognized that marketing and promotions services like those to be provided by the NVTID are government services within the meaning of Proposition 26<sup>5</sup>. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a non-payor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."<sup>6</sup>

## ***3. Reasonable Cost***

NVTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the NVTC, and reports submitted on an annual basis to the County. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from NVTID-funded activities, be featured in advertising campaigns, and benefit from other NVTID-funded services. Non-assessed lodging businesses will not receive these, nor any other, NVTID-funded services and benefits.

The NVTID-funded programs are all targeted directly at, and feature only assessed lodging businesses. It is, however, possible that there will be a spillover benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-NVTID funds. NVTID funds shall

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<sup>3</sup> Government Code § 53758(a)

<sup>4</sup> Cal. Const. art XIII C § 1(e)(2)

<sup>5</sup> Government Code § 53758(b)

<sup>6</sup> Government Code § 53758(b)

only be spent to benefit the assessed lodging businesses and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

#### **D. Assessment**

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the VNV Board of Directors, or successor destination marketing entity, and then brought to the NVTC Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue.

Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the lodging businesses within the NVTID with costs allocated based on the proportional benefit conferred to each lodging business. Activities funded by the NVTID are specifically targeted to increase demand for room nights at assessed lodging businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed lodging businesses with higher priced room nights.

The term "gross short-term sleeping room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in an assessed lodging business, as defined in Section IV of this Plan. The assessment shall not be considered a part of lodging businesses revenue for any purposes, including but not limited to collection of transient occupancy taxes. Gross short-term sleeping room rental revenue shall not include, and therefore the assessment shall not be charged upon, any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the NVTID assessment is identified separately it shall be disclosed as the "NVTID Assessment." As an alternative, the disclosure may include the amount of the NVTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.



#### **E. Penalties and Interest**

Each jurisdiction is authorized to collect penalties and interest on delinquent assessments.

#### **F. Time and Manner for Collecting Assessments**

The NVTID assessment will be implemented beginning June 16, 2025, or as soon as possible thereafter, and will continue for ten (10) years. The city and county tax collectors will be responsible for collecting the assessment on a monthly or quarterly basis (including any delinquencies, penalties, and interest) from each lodging business located in the boundaries of the NVTID in accordance with each jurisdiction's procedures for collecting transient occupancy taxes. The tax collectors shall take all reasonable efforts to collect the assessments from each lodging business. The tax collectors shall forward 74% of the assessment collected to Napa County, who will forward the funds to the NVTC. The remaining 25% of the funds shall be retained by each jurisdiction for tourism-related expenditures in accordance with this Plan. Each tax collector shall deduct from the assessment a fee up to 1% of the assessment collected for their services in collecting and forwarding the assessment funds.

## **VI. GOVERNANCE**

### **A. Owners' Association**

The Board of Supervisors, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the NVTID as defined in Streets and Highways Code §36612. The Board of Supervisors has determined that the NVTC will continue to serve as the NVTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports on activities and expenditures.

The NVTC shall be managed by a fourteen (14) member Board of Directors. Seven (7) board members shall be representatives of assessed lodging businesses. Six members of the board will each represent one of the included municipalities and Napa County, with each jurisdiction having one representative. Each of these jurisdiction representatives shall be appointed by their respective City or Town Council or Board of Supervisors. Jurisdiction representatives may be elected or appointed officials, staff, or chamber of commerce officials. One board member shall be a representative of either Visit Napa Valley (VNV) or successor destination marketing entity. Each member of the board shall have one vote, except that in the event VNV or successor destination marketing entity chooses to appoint its executive director to the NVTC designated Board member position, that position shall be a non-voting member position.

Each jurisdiction retaining funds for local destination marketing programs shall form a local governing committee in accordance with the provisions in this Plan. Each local governing committee and the NVTC will be subject to the requirements of the Ralph M. Brown Act and the California Public Records Act in accordance with the 94 Law. Each local governing committee shall submit a progress report at each quarterly NVTC meeting, as well as a fiscal year-end report, as detailed below in subsection D.

### **B. Brown Act and California Public Records Act Compliance**

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the NVTC Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record-keeping and disclosure requirements of the California Public Records Act.

### **C. Annual Report**

The NVTC shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report will include details of NVTID revenues received and expenditures for all governing entities, including the local governing committees. The revenues and expenditures of each governing committee shall be listed separately.

The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

#### **D. Local Governing Committees**

Each jurisdiction retaining funds for local destination marketing programs shall form a local governing committee in accordance with the provisions below. Each local governing committee will be subject to the requirements of the Ralph M. Brown Act and the California Public Records Act in accordance with the 94 Law. Each local governing committee shall submit a progress report at each quarterly NVTC board meeting, as well as a fiscal year-end report. Included in the reports, each committee must provide NVTC with a detailed account of the specific NVTID funds allocated to their jurisdiction and provide information on how these funds have been spent. Local governing committees will provide the fiscal year-end reports to the NVTC Board for incorporation into the annual report to the Napa County Board of Supervisors pursuant to Streets and Highways Code §36650, no later than September 30 of each calendar year. Jurisdiction-specific destination marketing funding is designed to support initiatives which promote and enhance local, jurisdiction-based tourism and hospitality and is aligned with valley-wide promotional effort.

##### ***1. Calistoga, St. Helena & Yountville***

The cities of Calistoga and St. Helena, and the Town of Yountville shall each form a seven (7) member local governing committee that will manage the individual destination marketing funds. The local governing committees will be comprised of:

- Four (4) members selected by eligible lodging property members within the local jurisdiction
- One (1) member from the local Chamber of Commerce (can be either appointed staff or a board member of the Chamber in the local jurisdiction)
- One (1) member who is an elected official from the local jurisdiction.
- One (1) member who is the City/Town Manager or designee from the local jurisdiction.

The local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan. Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

##### ***2. City of Napa***

Disbursement of the local assessment retained by the City of Napa shall be pursuant to an annual work plan and associated annual budget, which shall be developed and recommended to the Napa City Council by the local governing committee, which will be comprised of the following:

- Up to five (5) representatives of assessed lodging businesses selected by lodging businesses.

- One (1) representative of city staff or a city council member designated by the Napa TID Committee.
- One (1) representative of a visitor-serving or destination-marketing entity designated by the Napa TID Committee.

To the extent that the Napa City Council approves the recommendation of the local governing committee, that recommendation shall be presented to the NVTC Board for incorporation into the annual report to the Napa County Board of Supervisors pursuant to Streets and Highways Code §36650. To the extent that the Napa City Council chooses not to approve in part, or in whole, the recommendation of the local governing committee, the Napa City Council may propose an alternative annual work plan and budget for those funds, and the NVTC Board shall determine which plan and budget elements to incorporate into the annual report to the County Board of Supervisors for disposition of funds to support local marketing and tourism enhancements in the City of Napa.

The local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan.
- Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

### ***3. American Canyon***

The City of American Canyon shall form a seven (7) member local governing committee, which will manage the local destination marketing funds. The local governing committee will be comprised of:

- Three (3) representatives of assessed lodging businesses selected by lodging businesses.
- One (1) representative of a local business selected by lodging businesses. In the event a fourth lodging business subject to assessment opens in American Canyon, this representative may instead be from another lodging business.
- One (1) member from the local Chamber of Commerce (can be either appointed staff or a board member of the Chamber in the local jurisdiction).
- One (1) member who is an elected city official.
- One (1) member who is the City Manager or designee from the local jurisdiction.

The local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan.
- Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

### ***4. County of Napa***

Napa County shall form a seven (7) member local governing committee, which will manage the local destination marketing funds for the unincorporated portion of the county. The local governing committee shall be composed of:

- Four (4) members selected by eligible lodging property members in the unincorporated area.
- One (1) member who is a member of the Board of Supervisors.
- One (1) member who is the County Executive Officer or that Officer's designee.

- One (1) member who is selected by the Napa Valley Vintners.

The Napa County local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan.
- Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

#### **E. Audits and Accounting**

The Napa County Auditor-Controller (ACO) shall be allowed to review the financial records of the NVTC, jurisdictions, and local governing committees at the end of each fiscal year. Memorandums of Understanding (MOU) between the Napa County ACO and the six (6) individual jurisdictions document the accounting processes for the NVTID and shall remain in full force and effect for the term of the NVTID. The accounting processes in the MOUs detail the documentation required in the collection, allocation, and reporting required to demonstrate compliance with this Plan. These annual financial reports outlined in the MOUs must be submitted to the Napa County ACO no more than four (4) months after the fiscal year ends.

NVTC shall engage either an independent certified public accountant or the Napa County ACO to conduct annual audits. Any independent certified public accountant selected shall be subject to approval of the Napa County ACO, and their audit report must be submitted to the Napa County ACO no more than six (6) months after the fiscal year ends.

## **APPENDIX 1 – LAW**

\*\*\* THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT \*\*\*  
(ALL 2022 LEGISLATION)

### **STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994**

#### **CHAPTER 1. General Provisions**

#### **ARTICLE 1. Declarations**

#### **36600. Citation of part**

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

#### **36601. Legislative findings and declarations; Legislative guidance**

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.



- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
  - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
  - (2) Job creation.
  - (3) Business attraction.
  - (4) Business retention.
  - (5) Economic growth.
  - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
  - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
  - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
  - (3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

### **36602. Purpose of part**

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

### **36603. Preemption of authority or charter city to adopt ordinances levying assessments**

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

### **36603.5. Part prevails over conflicting provisions**

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

### **36604. Severability**

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

## **ARTICLE 2. Definitions**

### **36606. “Activities”**

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

### **36606.5. “Assessment”**

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

### **36607. “Business”**

“Business” means all types of businesses and includes financial institutions and professions.

### **36608. “City”**

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

### **36609. “City council”**

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

### **36609.4. “Clerk”**

“Clerk” means the clerk of the legislative body.

### **36609.5. “General benefit”**

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

### **36610. “Improvement”**

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

**36611. “Management district plan”; “Plan”**

“Management district plan” or “plan” means a proposal as defined in Section 36622.

**36612. “Owners’ association”**

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

**36614. “Property”**

“Property” means real property situated within a district.

**36614.5. “Property and business improvement district”; “District”**

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

**36614.6. “Property-based assessment”**

“Property-based assessment” means any assessment made pursuant to this part upon real property.

**36614.7. “Property-based district”**

“Property-based district” means any district in which a city levies a property-based assessment.

**36615. “Property owner”; “Business owner”; “Owner”**

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

**36615.5. “Special benefit”**

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

#### **36616. “Tenant”**

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

### **ARTICLE 3. Prior Law**

#### **36617. Alternate method of financing certain improvements and activities; Effect on other provisions**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

### **CHAPTER 2. Establishment**

#### **36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

##### **36620.5. Requirement of consent of city council**

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

#### **36621. Initiation of proceedings; Petition of property or business owners in proposed district**

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be

sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

### **36622. Contents of management district plan**

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public

improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

### **36623. Procedure to levy assessment**

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

### **36624. Changes to proposed assessments**

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements,



maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

### **36625. Resolution of formation**

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

### **36627. Notice and assessment diagram**

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

### **36628. Establishment of separate benefit zones within district; Categories of businesses**

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

### **36628.5. Assessments on businesses or property owners**

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

**36629. Provisions and procedures applicable to benefit zones and business categories**

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

**36630. Expiration of district; Creation of new district**

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

**CHAPTER 3. Assessments**

**36631. Time and manner of collection of assessments; Delinquent payments**

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

**36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property**

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
- (c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

**36633. Time for contesting validity of assessment**

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

**36634. Service contracts authorized to establish levels of city services**

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

**36635. Request to modify management district plan**

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

**36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention**

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

**36637. Reflection of modification in notices recorded and maps**

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

## **CHAPTER 3.5. Financing**

**36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments**

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

## **CHAPTER 4. Governance**

**36650. Report by owners' association; Approval or modification by city council**

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of

levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

#### **36651. Designation of owners' association to provide improvements, maintenance, and activities**

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

### **CHAPTER 5. Renewal**

#### **36660. Renewal of district; Transfer or refund of remaining revenues; District term limit**

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

### **CHAPTER 6. Disestablishment**

#### **36670. Circumstances permitting disestablishment of district; Procedure**

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall

begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

**36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district**

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

## APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Site Address	City	State	Zip
1132 Church Street	1132 Church Street	St. Helena	CA	94574
1300 Arroyo Series	1300 Arroyo Dr.	Napa	CA	94559
14 Fairway Dr	14 Fairway Dr	Napa	CA	94558
1600 Atlas Peak Rd, Unit 314 & 315	1600 Atlas Peak Rd, Unit 314 & 315	Napa	CA	94558
1648 B St. Vacation Rental	1648 B St.	Napa	CA	94558
1801 First Inn	1801 First St.	Napa	CA	94559
37 Fairways Drive	37 Fairways Drive	Napa	CA	94558
4048 Sonoma Home 20 LLC	4048 Sonoma Hwy	Napa	CA	94559
534 Coombs St. Vacation Rental	534 Coombs St.	Napa	CA	94559
682 Cottage LLC	682/683 Cottage Drive	Napa	CA	94558
78 Fairways Dr	78 Fairways Dr	Napa	CA	94558
824 Augusta Circle LLC	824 Augusta Circle	Napa	CA	94558
A Family Visit	38 Summerbrooke Cir.	Napa	CA	94558
Airbnb at Silverado Resort	1600 Atlas Peak Rd #231	Napa	CA	94558
Alder Ellis & Mary Ellis Scrnatinger	656-657 Cottage Drive	Napa	CA	94558
Alila Napa Valley	1915 Main Street	St. Helena	CA	94574
Andaz Napa	1450 First St.	Napa	CA	94559
Andrew Cresci	764 Cottage Drive	Napa	CA	94558
Arbor Guest House LLC	1436 G St.	Napa	CA	94559
Archer Hosted Vacation Rental	1707 York St.	Napa	CA	94559
Archer Napa	1230 First St.	Napa	CA	94559
Arrambide BnB	2260 First St.	Napa	CA	94559
Augusta Dreams	1012 Augusta Ct	Napa	CA	94558
Aurora Park Cottages	1807 Foothill Blvd.	Calistoga	CA	94515
Bann Napa LLC	2188 Oak Knoll Ave	Napa	CA	94558
Bardessono Inn & Spa	6526 Yount St	Yountville	CA	94599
Bear Flag Inn	2653 Foothill Blvd	Calistoga	CA	94515
Behrens St. Vacation Rental	1540 Behrens St.	Napa	CA	94559
Bel Abri Napa LLC	837 California Blvd.	Napa	CA	94559
Bella Notte	956 McCorkle Avenue	St. Helena	CA	94574
Berryessa SMI, LP dba Pleasure Cove Marina	6100 CA Highway 128	Napa	CA	94558
Best Western Elm House Inn	800 California Blvd.	Napa	CA	94558
Best Western Inn at the Vines	100 Soscol Ave.	Napa	CA	94559
BJ's Nest	109 Woodland Dr.	Napa	CA	94558
Blackbird Inn	1755 First St.	Napa	CA	94559
Brannan Cottage Inn	109 Wappo Ave.	Calistoga	CA	94515
Bridges Rental	152 S Seymour St	Napa	CA	94559
Brilliant Napa Properties Inc	205 First St.	Napa	CA	94559
Brookside Inn & Vineyard	3198 Redwood Road	Napa	CA	94558



Brotemarkle	503 Fulton Lane	St. Helena	CA	94574
Bruce Scharschmidt & Peggy Crawford	702-703 Cottage Drive	Napa	CA	94558
Cabernet Merlot House	1301 Jefferson St.	Napa	CA	94559
California Vacation Club	500 Lincoln Ave.	Napa	CA	94558
Calistoga Arbors	1013 Myrtle St.	Calistoga	CA	94515
Calistoga Inn	1250 Lincoln Ave.	Calistoga	CA	94515
Calistoga Spa	1006 Washington St.	Calistoga	CA	94515
Candlelight Inn	1045 Easum Dr.	Napa	CA	94558
Carl Dene	1220 Edwards Street	St. Helena	CA	94574
Carlin Country Cottages	1623 Lake St.	Calistoga	CA	94515
Carneros Resort & Spa	4048 Sonoma Hwy	Napa	CA	94559
Casa Alta	1105 East Ave.	Napa	CA	94558
Casa de Vigna	1025 Pratt Avenue	St. Helena	CA	94574
Casa LaBloom	1102 Pine St.	Calistoga	CA	94515
Casa Robles	1516 Oak Avenue	St. Helena	CA	94574
Casita Megandina	4463 Sandalwood St.	Napa	CA	94558
Casita Rosa	2122 Second St.	Napa	CA	94558
Castello Victorian Inn	1322 Berry St.	Calistoga	CA	94515
Cecil & Karla Lamberton	1600 Atlas Peak Rd #441	Napa	CA	94558
Cecil & Karla Lamberton	1600 Atlas Peak Rd #398	Napa	CA	94558
Cedar Gables Inn	486 Coombs St.	Napa	CA	94559
Chablis Inn	3360 Solano Ave.	Napa	CA	94558
Chapdelaine	4 Ramona Ave.	Napa	CA	94559
Chardonnay Lodge	2640 Jefferson St.	Napa	CA	94558
Charming Properties	856 Central Ave.	Napa	CA	94558
Chateau De Vie	3250 Why 128	Calistoga	CA	94515
Chateau De Vie	3250 Why 128	Calistoga	CA	94515
Chelsea Garden Inn	1443 2nd St.	Calistoga	CA	94515
Chez Sous Le Bois- Lesley Underwood	2250 Main St.	Napa	CA	94558
Chien Blanc Lodging	1441 2nd St.	Calistoga	CA	94515
Chris Bledsoe	1261 Buhman Ave.	Napa	CA	94558
Chris Young	1629 Seminary St.	Napa	CA	94559
Churchill Manor	485 Brown St.	Napa	CA	94559
Colleen Moore Hosted Vacation Rental	877 Vallejo St.	Napa	CA	94559
Conway Ridge (SOLD)	1725 Elm St.	Napa	CA	94559
Cottage Grove Inn	1711 Lincoln Ave.	Calistoga	CA	94515
Cottage Petite	1452 Ash St.	Napa	CA	94558
Craftsman Inn	1213 Foothill Blvd	Calistoga	CA	94515
Craig Cucinella	1600 Atlas Peak Rd #240	Napa	CA	94558
Crown Vacation Rentals 15 Fairway	15 Fairway Dr	Napa	CA	94558
Crown Vacation Rentals 16 Fairways	16 Fairway Dr	Napa	CA	94558
Crown Vacation Rentals 87 Fairway	87 Fairway Dr	Napa	CA	94558

Crystal Rose Victorian Inn	7564 St. Helena Highway	Napa	CA	94558
Dale STR	1326 Monte Vista Avenue Unit A	St. Helena	CA	94574
David Beatson	1600 Atlas Peak Rd #287 & 288	Napa	CA	94558
David J Soffia	1600 Atlas Peak #481	Napa	CA	94558
Highland House	3 Highland dr.	Napa	CA	94558
De Curtin House	1631 Main St.	Napa	CA	94558
De La Salle Institute – Christian Brothers Retreat	4401 Redwood Road	Napa	CA	94558
De Mar House	2010 First St.	Napa	CA	94559
Deborah Ganz	22 Fairways Dr	Napa	CA	94558
Discovery Inn	500 Silverado Tr.	Napa	CA	94559
Doubletree Napa Valley Hotel	3600 Broadway St	American Canyon	CA	94503
Downtown Splendor	2130 Brown St.	Napa	CA	94559
EGAD Family LLC	1600 Atlas Peak Rd #263	Napa	CA	94558
El Bonita Motel	195 Main Street	St. Helena	CA	94574
Ema Black, LLC	68 Fairways Dr	Napa	CA	94558
Embassy Suites	1075 California Blvd.	Napa	CA	94559
Embrace Calistoga (Luxe)	1139 Lincoln Ave	Calistoga	CA	94515
Enchanted Cottage	1403,1407 Foothill Blvd	Calistoga	CA	94515
Erin and Tim Slack's VR	420 Third St.	Napa	CA	94559
Ethan Brown	489 Fulton Lane	St. Helena	CA	94574
Fabio Komlos	53 Fairways Dr.	Napa	CA	94558
Fairfield Inn & Suites by Marriott	3800 Broadway St	American Canyon	CA	94503
Fanny's	1206 Spring St.	Calistoga	CA	94515
Ferrini Uccello Blu	2117 3rd St.	Napa	CA	94559
Forty Winks on Montecito	497 Montecito Blvd.	Napa	CA	94559
Four Season	400 Silverado Trail	Calistoga	CA	94515
Gaebe House	1481 Center St.	Napa	CA	94559
Gateway Marketing Vacation Rental	472 Seminary St.	Napa	CA	94559
Golden Haven	1713 Lake St.	Calistoga	CA	94515
Hampton Inn & Suites	945 Hartle Ct.	Napa	CA	94559
Hanan Kim	1613 East Ave.	Napa	CA	94559
Harvard House (SOLD)	48 Harvard Ln.	Napa	CA	94558
Harvest Ln. Vacation Villa	2594 Harvest Ln.	Napa	CA	94558
Harvest Inn	1 Main Street	St. Helena	CA	94574
Hawthorn Inn & Suites	314 Soscol Ave.	Napa	CA	94559
Haywood Vacation Rental	1405 C St.	Napa	CA	94559
Heidi Meinke	1880 Adrian St.	Napa	CA	94559
Hennessey House	1727 Main St.	Napa	CA	94559
Henricksen Cottage Rental	1950 Spencer St.	Napa	CA	94559
Heskes Family VM LLC	1125 Division St.	Napa	CA	94559
Hideaway Cottages	1412 Fairway St.	Calistoga	CA	94515

Hideout Hotel Napa Valley LLC	1910 First St.	Napa	CA	94559
Hilton Garden Inn Napa ATTN: Accounting Dept.	3585 Solano Ave.	Napa	CA	94558
Holiday Inn Express & Suites	5001 Main St	American Canyon	CA	94503
Hotel Napa Valley	1556 Polk St.	Napa	CA	94559
Hotel St. Helena	1309 Main Street	St. Helena	CA	94574
Hotel Yountville	6462 Washington St	Yountville	CA	94599
Howell Mountain Estate LLC	415 Cold Spring Rd	Angwin	CA	94508
Indian Springs & Lodge	1712 Lincoln Ave.	Calistoga	CA	94515
Ingrid Champagne & Charles Sheldon	1160 Church Street	St. Helena	CA	94574
Ink House	1575 St Helena Hwy	St. Helena	CA	94574
Inn at Southbridge	1020 Main Street	St. Helena	CA	94574
Inn on Cedar Street	1307 Cedar St.	Calistoga	CA	94515
Inn on Randolph	411 Randolph St.	Napa	CA	94559
Inn St. Helena	1515 Main Street	St. Helena	CA	94574
Ivy Hotel	4195 Solano Ave.	Napa	CA	94558
Jackie Albert Rental	2270 Main St.	Napa	CA	94559
Jackson & Sandra Carr	1172 Hudson Avenue	St. Helena	CA	94574
James & Patricia Stone	2080 Spring Mountain Road	St. Helena	CA	94574
James Murphy & James Bergen	706-707 Cottage Dr	Napa	CA	94558
Jamie & Ted Shuel	980 Allison Street	St. Helena	CA	94574
Janna Waldinger	1225 Division St.	Napa	CA	94559
Jeanne Cabral	2150 Spring Mountain Road	St. Helena	CA	94574
Jerry Pujals	406 Coombs St.	Napa	CA	94558
Jill Russo	940 Brown Street	St. Helena	CA	94574
Karin Alverado	1090 Tamarisk Dr.	Napa	CA	94559
Kasten Rental	308 Ashlar Dr.	Napa	CA	94558
Katherine Ann Batory	1503 E St.	Napa	CA	94559
Kathy Narlow	30 Fairview Dr.	Napa	CA	94559
Kathy Stewart	2711 Illinois St.	Napa	CA	94558
Kearney Street Rental	1407 Kearney Street	St. Helena	CA	94574
Kerry Crile	852 Acorn Way	Napa	CA	94558
Klingbeil Bed & Breakfast	791 White Cottage Road	Napa	CA	94558
Krista Burgdorf	2026 West F St.	Napa	CA	94558
Krista Gavin and Daniel Gomez Gavin	1600 Atlas Peak Rd #355	Napa	CA	94558
La Belle Epoque Suites	1386 Calistoga Ave.	Napa	CA	94558
La Casita	1344 B St.	Napa	CA	94559
La Maison Bleue	2998 First St.	Napa	CA	94558
La Petite Maison	1406 Calistoga Ave.	Napa	CA	94558
Laura's Victorian	284 Brown St.	Napa	CA	94559
Lavender	2020 Webber Ave	Yountville	CA	94599
Life of Riley Properties LLC	1600 Atlas Peak Rd #452	Napa	CA	94558

Lindens Way	2031 Brown St.	Napa	CA	94559
Lora Dutova	3579 Idlewild Ave.	Napa	CA	94558
Magnolia House	406 Brown St.	Napa	CA	94558
Main St. Vacation Rental	2057 Main St.	Napa	CA	94559
Main Street Farmhouse	2531 Main St.	Napa	CA	94558
Maison Fleurie	6529 Yount St	Yountville	CA	94599
Maria Duarte	1400 Cedar Ave.	Napa	CA	94559
Mark G. Heine	167 Sage Way	Napa	CA	94559
Mark Volkov	1136 Hudson Avenue	St. Helena	CA	94574
Marthann Demchuk	1702 Tainter Street	St. Helena	CA	94574
Martin Wong Rentals	1343 B St.	Napa	CA	94558
Massa House	2240 First St.	Napa	CA	94559
McClelland - Priest	569 Randolph St.	Napa	CA	94559
Meadowlark Country House Inn	601 Petrified Forest Road	Calistoga	CA	94515
Meadowood Napa Valley	900 Meadowood Lane	St. Helena	CA	94574
Melissa & Terry Redmond	881 Oak Leaf Way	Napa	CA	94558
Mendez House	1743 Main St	Napa	CA	94559
Meritage Resorts	875 Bordeaux Way	Napa	CA	94558
Mi Casa Su Casa	1900 Trower Ave.	Napa	CA	94558
Milliken Creek Inn	1815 Silverado Tr.	Napa	CA	94558
Modcircle (The Chanric Inn)	1805 Foothill Blvd.	Calistoga	CA	94515
Montecito Vista	435 Montecito Blvd.	Napa	CA	94558
Motel 6 - Solano Ave	3380 Solano Ave.	Napa	CA	94558
Mt View Hotel	1457 Lincoln Ave.	Calistoga	CA	94515
Nancy Giberson	607-608 Cottage Dr	Napa	CA	94558
Nancy Smith	929 Augusta Cir.	Napa	CA	94558
Napa Calistoga Holdings	1503 Lake St.	Calistoga	CA	94515
Napa Cape	380 Brown St.	Napa	CA	94559
Napa Country in the City	1061 Mckenzie Dr	Napa	CA	94559
Napa Farmhouse Inn	1277 St. Helena Hwy, So.	St. Helena	CA	94574
Napa Nice	869 Oak Leaf Way	Napa	CA	94558
Napa River Inn	500 Main St.	Napa	CA	94558
Napa Vacation Bungalow	160 Brown St.	Napa	CA	94559
Napa Vacation Villa	2700 Redwood Rd.	Napa	CA	94558
Napa Valley Escape	544 Monroe St.	Napa	CA	94558
Napa Valley Hideaway	1670 Spring Street	St. Helena	CA	94574
Napa Valley Lantern Inn	4036 Pinot Dr.	Napa	CA	94558
Napa Valley Lodge	2230 Madison St	Yountville	CA	94599
Napa Valley Marriott Hotel & Spa	3425 Solano Ave.	Napa	CA	94558
Napa Valley Railway Inn	6523 Washington St	Yountville	CA	94599

Napa Valley Resorts, Inc.	100 Fairways Dr	Napa	CA	94558
Napa Winery Inn	1998 Trower Ave.	Napa	CA	94558
Napa Yellow House	105 First St.	Napa	CA	94559
Napalacian	1330 Brown St.	Napa	CA	94559
NapaStay LLC 721 Cottage Dr	721 Cottage Dr	Napa	CA	94558
NapaStay LLC 816 Augusta Cir	816 Augusta Cir	Napa	CA	94558
Nora Leeder	64 Fairway Dr	Napa	CA	94558
North Block Hotel/Hotel Luca	6757 Washington St	Yountville	CA	94599
North Napa Short Term Rental	1527 Gordon Dr.	Napa	CA	94558
Notkin	3352 Linda Mesa Way	Napa	CA	94558
NV Hotel & Suites	853 Coombs St.	Napa	CA	94559
NV Properties	115 Paradise Dr.	Napa	CA	94558
OAC 446 LLC	1600 Atlas Peak Rd #446	Napa	CA	94558
Oakville Inn LLC	7433 St Helena Hwy	Napa	CA	94558
Pamela A. McCarthy	1523 G St.	Napa	CA	94559
Pamela Costello	888 Oak Leaf Way	Napa	CA	94558
Pamela Dunn	950 McCorkle Avenue	St. Helena	CA	94574
Paradise Resort Vacation Rental	133 Paradise Dr.	Napa	CA	94558
Pen and Linda Parks	4036 Browns Valley Rd.	Napa	CA	94558
Petit Logis	6527 Yount St	Yountville	CA	94599
Poetry Inn	6380 Silverado Trail	Yountville	CA	94599
Potter's Foothill House	3037 Foothill Blvd	Calistoga	CA	94515
Prager Winery B&B	1281 Lewelling Avenue	St. Helena	CA	94574
Purple Victorian	1526 Third St.	Napa	CA	94559
Quail Mountain B & B	4455 St. Helena Hwy.	Calistoga	CA	94515
Quercusvelutina LLC	864 Acorn Way	Napa	CA	94558
R Inn	623 Coombs St.	Napa	CA	94559
Rancho Caymus Inn	1140 Rutherford Rd	Rutherford	CA	94573
Rentale Silverado Resort AirBnb	601-602 Cottage Drive	Napa	CA	94558
Resa Shore	1401 Banks Ave.	Napa	CA	94559
Retreat on Beach	2329 Beach St.	Napa	CA	94558
Rick Blakeney	95 Fairways Dr	Napa	CA	94558
River Terrace Inn	1600 Soscol Ave.	Napa	CA	94559
Robert Faussner	1600 Atlas Peak Rd #381/382	Napa	CA	94558
Roman Spa	1300 Washington St.	Calistoga	CA	94515
Roo Hoo Rentals	205 South Montgomery St.	Napa	CA	94559
RustRidge Ranch	2910 Lower Chiles Valley Rd	St. Helena	CA	94574
Salmina Estate LLC	1103 Larkmead Lane	Calistoga	CA	94515
Sar Jam LLC	787 Cottage Dr	Napa	CA	94558
Schubiner/ Leigh Family Trust	861 Acorn Way	Napa	CA	94558

Senza	4066 Howard Ln.	Napa	CA	94558
Shady Oaks Country Inn	399 Zinfandel Lane	St. Helena	CA	94574
Shauna Abbott	44 Franklin St.	Napa	CA	94559
Sherrie's Vineyard View Retreat	2595 Patricia Dr	Napa	CA	94558
Shirley Dorsa	879 Oak Leaf Wy	Napa	CA	94558
Silver Albatross	889 Oak Leaf Way	Napa	CA	94558
Silverado (Condo) Dream	868 Oak Leaf Way	Napa	CA	94558
Silverado Resort and Spa	1600 Atlas Peak Rd	Napa	CA	94558
Silverado Resort and Spa # 266 & 267	1600 Atlas Peak Rd #266/267	Napa	CA	94558
Silverado Resort and Spa #221	1600 Atlas Peak Road #221	Napa	CA	94558
Silverado Resort and Spa #271 & 272	1600 Atlas Peak Rd #271/272	Napa	CA	94558
Silverado Resort and Spa #287 & 288	1600 Atlas Peak Rd #287 & 288	Napa	CA	94558
Silverado Resort and Spa #353 & 354	1600 Atlas Peak Road #353 & 354	Napa	CA	94558
Silverado Resort and Spa #374 & 375	1600 Atlas Peak Rd #374 & 375	Napa	CA	94558
Silverado Resort and Spa #389 & 391	1600 Atlas Peak Rd 389 & 391	Napa	CA	94558
Silverado Resort and Spa 496	1600 Atlas Peak Rd #496	Napa	CA	94558
Sligo Properties #233 Napa	1600 Atlas Peak Rd #233	Napa	CA	94558
Sligo Properties #239 Napa	1600 Atlas Peak Rd #239	Napa	CA	94558
Sligo Properties #409 Napa	1600 Atlas Peak Rd #409	Napa	CA	94558
Solage Calistoga	755 Silverado Trail	Calistoga	CA	94515
Spanish Villa	474 Glass Mountain Road	St. Helena	CA	94574
SpringHill Suites – Napa Valley	101 Gateway Rd East	Napa	CA	94558
Stahlecker House B&B Inn	1042 Easum Dr.	Napa	CA	94558
Stam's Bed & Breakfast	1443 Silverado Trail	St. Helena	CA	94574
Stan Shuman Living Trust	760 Cottage Drive	Napa	CA	94558
Stanly Ranch Resort	200 Stanly Cross Rd	Napa	CA	94559
Stephen Clark	48 Harvard Ln.	Napa	CA	94558
Sterling Vacation Rental	1523 Meek Ave.	Napa	CA	94559
Steve Clark 1 LLC	583 Montecito Blvd.	Napa	CA	94558
Steve Clark 2 LLC	1725 Elm St.	Napa	CA	94559
Stevenson Manor Inn	1830 Lincoln Ave.	Calistoga	CA	94515
Stoddard House	2230 First St.	Napa	CA	94559
Summit Away	1070 Summit Ave.	Napa	CA	94558
Sunburst (Calistoga Village Inn & Spa)	1880 Lincoln Ave.	Calistoga	CA	94515
Sunny Acres	397 Main Street	St. Helena	CA	94574
Susan M. Scurich, Revocable Trust	1600 Atlas Peak Road, #305	Napa	CA	94558
Susan Moyer	931 Charter Oak Avenue	St. Helena	CA	94574



Sutter Home Winery - Trinchero Family Estates	225 St. Helena Hwy, So.	St. Helena	CA	94574
Tate STR	1764 Spring Street	St. Helena	CA	94574
Terre du Soleil LTD., DBA Auberge du Soleil	180 Rutherford Hill Road	Rutherford	CA	94573
The Anderson (The River House)	1340 Greenwood Ave	Calistoga	CA	94515
The Art House	2136 Laurel St.	Napa	CA	94558
The Banks House	2125 First St.	Napa	CA	94559
The Bergson (Christoper's Inn)	1010 Foothill Blvd.	Calistoga	CA	94515
The Bungalows at Calistoga	207 Wappo Ave.	Calistoga	CA	94515
The Corner Cottage	866 Clinton St.	Napa	CA	94559
The Cottages of Napa Valley	1012 Darms Lane	Napa	CA	94558
The Crown House	2521 Vintage Ct.	Napa	CA	94558
The Farmhouse	300 Taplin Road	St. Helena	CA	94574
The Francis House	1403 Myrtle St.	Calistoga	CA	94515
The George Syrios Inc	492 Randolph St.	Napa	CA	94559
The House Of Hurley	1516 King Ave.	Napa	CA	94559
The Inn on First	1938 First St.	Napa	CA	94559
The Inn on Pine	1202 Pine St.	Calistoga	CA	94515
The Napa Inn	1137 Warren St.	Napa	CA	94558
The Setting Inn	1205 Hillview Lane	Napa	CA	94558
The Vintage Cottage	1775 Pine St.	Napa	CA	94559
Trailside Inn	4201 Silverado Trail	Calistoga	CA	94515
Trumble Residence	582 E. Spring St.	Napa	CA	94559
Up valley inn (Comfort Inn)	1865 Lincoln Ave.	Calistoga	CA	94515
V's B&B	3017 Old Sonoma Rd.	Napa	CA	94558
Valley Oak Inn	2273 Grant St.	Calistoga	CA	94515
Venge STR	1732 Main Street	St. Helena	CA	94574
Vignoble, LLC	2970 Silverado Trail N	St. Helena	CA	94574
Villa Ray El	2700 Redwood Rd.	Napa	CA	94558
Villagio Inn & Spa	6481 Washington St	Yountville	CA	94599
Vineyard Country Inn	201 Main Street	St. Helena	CA	94574
Vino Bello Resorts	865 Bordeaux Way	Napa	CA	94558
Vino Bello Timeshare Owners	865 Bordeaux Way	Napa	CA	94558
Vintage Inn	6541 Washington St	Yountville	CA	94599
Vista Collina Resort	850 Bordeaux Way	Napa	CA	94558
Washington Street Inn	6600 Washington St	Yountville	CA	94599

Wayside Inn	1523 Foothill Blvd.	Calistoga	CA	94515
Wealth Builders Alliance LLC	455 Cross St.	Napa	CA	94559
Westin Verasa	1314 Mckinstry St.	Napa	CA	94559
White House Inn	443 Brown St.	Napa	CA	94559
Wilkinson's Hot Springs	1507 Lincoln Ave.	Calistoga	CA	94515
Wine Country Inn	1152 Lodi Lane	St. Helena	CA	94574
Wine Country Vacations	1550 Ora Dr.	Napa	CA	94559
Wine Valley Lodge	200 South Coombs St.	Napa	CA	94559
Wine Way Inn	1019 Foothill Blvd.	Calistoga	CA	94515
Wise Choice Vacation Rental	1893 Wise Dr.	Napa	CA	94558
Wydown Hotel	1424 Main Street	St. Helena	CA	94574
Yount Ridge Cellars	7400 St Helena Hwy	Oakville	CA	94562
Your Home In Napa	2558 Harvest Ln.	Napa	CA	94559
Zamira Yernazarova	1506 Juanita Ct.	Napa	CA	94559

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 12<sup>th</sup> day of June, 2025, by and between the Napa Valley Tourism Corporation, a California nonprofit mutual benefit corporation, hereinafter referred to as "NVTC", and Visit Napa Valley, a California nonprofit corporation, hereinafter referred to as "VNV", hereinafter collectively referred to as "the Parties".

### RECITALS

**WHEREAS**, on June 15, 2010, the County of Napa formed the Napa Valley Tourism Improvement District (NVTID) in accordance with the provisions of the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36000 et seq., and hereafter "1994 Act"). The purpose of NVTID is to provide a funding mechanism through the imposition on eligible lodging businesses of a 2% assessment on gross short-term rentals to provide for valley-wide marketing and tourist serving programs throughout Napa County; and

**WHEREAS**, in accordance with the 1994 Act, the County of Napa designated NVTC as the owners' association responsible for managing NVTID funding and implementing NVTID programs; and

**WHEREAS**, the assessments are required to be expended in accordance with the adopted NVTID Management District Plan ("Plan"); and

**WHEREAS**, on December 17, 2024, the County of Napa Board of Supervisors approved the renewal of the NVTID in accordance with the provisions of the 1994 Act for a period of ten (10) years; and

**WHEREAS**, the Napa County Board of Supervisors and the City of Calistoga also made recommendations to NVTC. Among those recommendations was to form an Ad Hoc Governance Committee to conduct a full review and provide recommendations regarding governance structures for NVTC, VNV, and the local governing committees ("LGCs") related to managing the NVTID; and

**WHEREAS**, in alignment with the Plan, the NVTC and VNV commit to continue discussions of the recommendations to NVTC to come to a memorandum of understanding or separate agreement that would include, but not be limited to, addressing communication between the Parties and the sharing of information; and

**WHEREAS**, to better execute its role as the Owners' Association for the NVTID while maintaining VNV's role as its independent contractor for the use of assessment funds, NVTC and VNV have conferred to develop the reporting requirements set forth in this Agreement; and

**WHEREAS**, VNV is willing to provide marketing and tourist-serving programs to NVTC in accordance with the provisions of the Plan and under the terms and conditions set forth herein. NVTC desires VNV to provide marketing and tourist-serving programs to NVTC in accordance with the provisions of the Plan and under the terms and conditions set

forth herein.

## **TERMS**

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 15, 2035, unless terminated earlier in accordance with Paragraph 8 (Termination for Cause); except that the obligations of the parties under Paragraphs 6 (Insurance) and 7 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of VNV to NVTC shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 13 (Confidentiality), 18 (Taxes) and 19 (Access to Records/Retention).
2. **Scope of Services.** VNV shall provide NVTC those services, and meet all reporting and other requirements, set forth in Exhibit "A", attached hereto and incorporated by reference herein.
3. **Method of Payment.**
  - (a) Subject to the terms herein, NVTC shall forward to VNV all assessments received by the Napa County Auditor-Controller, pursuant to the NVTID Management District Plan (the "Plan"), monthly, within 30 days of receipt. The Plan, dated June 5, 2024, is on file with the Clerk of the Board of Supervisors.
  - (b) Each year, prior to the beginning of each fiscal year, NVTC shall establish a budget for all NVTC administrative costs, including but not limited to, all necessary clerical and legal services, in an amount not to exceed the greater of 1% of the gross NVTID assessment or \$100,000. If NVTC's actual costs of administration, clerical, and legal functions exceed the budgeted amount for that fiscal year, the Parties shall meet and confer on an amended budget that shall be presented to the NVTC Board for its approval.
  - (c) VNV will hold the NVTC funds in a segregated account and provide a full accounting of both revenues and expenditures on a quarterly basis, or within 30 days of request, to NVTC.
  - (d) NVTC will submit invoices for all administrative expenses within seven (7) days of receipt to VNV for payment out of the NVTC segregated account. Remaining funds, if any, may be carried over to be used in future years. Any carry over amount in excess of \$10,000 shall be returned to VNV to be used for programs in accordance with the Plan.
4. **Independent Contractor.** VNV shall perform this Agreement as an independent contractor. VNV and its officers, agents and employees are not, and shall not be construed to be, NVTC employees for any reason whatsoever, including but not limited to workers' compensation and employee benefits. VNV shall, at VNV's sole risk and expense, determine the means and methods by which duties imposed on and obligations of VNV under this Agreement shall be performed; provided, however, that NVTC may monitor and have



oversight as defined by this Agreement. NVTC shall not deduct or withhold any amounts whatsoever from the compensation paid to VNV, including, but not limited to amounts required to be withheld or paid for state and federal taxes. As between the parties to this Agreement, VNV shall be solely responsible for its own federal and state tax payments.

5. **Specific Performance.** It is agreed that VNV, including the agents, subcontractors, or employees of VNV, shall be the sole providers of the services required by this Agreement. Because the services to be performed by VNV 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, NVTC, in addition to any other rights or remedies which NVTC may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by VNV.

6. **Insurance.** VNV 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, VNV shall provide workers' compensation insurance for the performance of any of VNV's duties and obligations under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTC with certification of all such coverages upon request by NVTC's Risk Manager.

(b) Liability insurance. VNV 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 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 VNV or any officer, agent, or employee of VNV under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Directors and Officers Liability/Errors and Omissions. Directors and Officers Liability coverage in an aggregate limit of not less than ONE MILLION DOLLARS (\$1,000,000).

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 VNV's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 6(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTC, demonstrated by other evidence of coverage acceptable to NVTC, which shall be filed by VNV with the NVTC Secretary prior to commencement of performance of any of VNV's duties; shall be kept current during the term of this Agreement; shall provide that NVTC shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or



material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 6(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 6(b)(3) VNV shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTC, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of VNV not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTC shall pertain only to liability for activities of VNV under this Agreement, and that the insurance provided is primary coverage to NVTC with respect to any insurance or self-insurance programs maintained by NVTC. 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 IO 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTC, VNV 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 reasonable approval by NVTC, which approval shall not be denied unless NVTC reasonably 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 VNV by this Agreement. At the option of and upon request by NVTC if NVTC determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTC, its officers, employees, agents and volunteers or VNV shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## 7. **Hold Harmless/Defense/Indemnification.**

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

(b) Employee Character and Fitness. VNV accepts responsibility for determining



and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of VNV 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, VNV shall hold NVTC and its officers, agents and employees harmless from any liability for injuries or damages, resulting from a breach of this provision or VNV's actions in this regard.

8. **Termination for Cause.** This Agreement may be terminated by NVTC upon a reasonable finding by NVTC that VNV has misappropriated funds, committed malfeasance, or committed a violation of law in connection with its management duties under this Agreement. Either party shall send written notice (delivered in accordance with the provisions of Section 11 of this Agreement) to the other party if either party fails to comply with a material term or condition of this Agreement. The written notice shall include a description of the default. If the party fails to cure the default within thirty (30) calendar days of the date of receipt of the written notice, this Agreement may be terminated.

9. **Disposition of, Title to and Payment for Work upon Expiration or Termination.** VNV shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that VNV shall not be relieved of liability to NVTC for damages sustained by NVTC by virtue of any breach of the Agreement by VNV whether or not the Agreement expired or was otherwise terminated, and NVTC may withhold any payments not yet made to VNV for purpose of setoff until such time as the exact amount of damages due to NVTC from VNV is determined.

10. **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.

11. **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 from time to time. 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.

NVTC

1001 Second Street, Suite 330  
Napa, CA 94559  
Attn: Chairperson of the Board

VNV

1001 Second Street, Suite 330  
Napa, CA 94559  
Attn: Executive Director

12. **Confidentiality.** Confidential information is defined as all information disclosed to VNV which relates to NVTC's past, present, and future activities, as well as activities under this Agreement. VNV shall hold all such information as VNV may receive, if any, in trust and confidence, except with the prior written approval of NVTC. Upon cancellation or expiration of this Agreement, VNV shall return to NVTC all written and descriptive matter which contains any such confidential information, except that VNV may retain for its files a copy of VNV's work product if such product has been made available to the public by NVTC. The Parties acknowledge that NVTC is subject to the California Public Records Act (Cal. Government Code Section 7920.000 et seq.), and as such, all records generated, stored or retained by NVTC are public records unless an exemption applies as defined by applicable laws.

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Only NVTC, through its Board of Directors 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 VNV 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.

14. **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.

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

(a) **Non-Discrimination.** During the performance of this Agreement, VNV and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification,

religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. VNV shall ensure that the evaluation and treatment of employees and applicants for employment are free of discrimination or harassment. In addition to the foregoing general obligations, VNV 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 VNV services or works required of NVTC by the State of California pursuant to agreement between NVTC 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 VNV 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. VNV agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of VNV 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 I-9 (as it may be amended from time to time) is completed and on file for each employee. VNV shall make the required documentation available upon request to NVTC for inspection.

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

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

17. **Authority to Contract.** VNV and NVTC each warrant hereby that they are legally permitted and otherwise have the authority to enter and perform this Agreement.

18. **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.

19. **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.

20. **Accountability and Transparency.** To ensure the NVTID funds are utilized in accordance with the Plan, the following requirements shall commence July 1, 2025:

a) Fiscal Accountability:

- i. Within six months after each fiscal year end VNV shall submit a fiscal year statement of budget and activities to the Napa County Auditor-Controller who shall conduct an annual financial audit report and review of compliance on the use of NVTID funds in accordance with the Plan for presentation to NVTC.
- ii. To the extent the LGCs submit their financial reports to NVTC and VNV no later than September 30<sup>th</sup> of each calendar year, as required by the Plan, VNV shall forward copies of the reports received to the NVTC and Napa County Auditor-Controller within six months after each fiscal year end for inclusion in the financial audit report and compliance review.
- iii. After VNV submittal to the Internal Revenue Service each year, VNV shall provide a copy of the filed Schedule J (Form 990) to NVTC, which includes employee compensation information and disclosure of vendors receiving amounts exceeding \$100,000 annually.
- iv. A minimum of one (1) VNV Board member serving on the VNV Executive Committee and the VNV Chief Executive Officer or Controller shall approve all expenditures of \$50,000 or more.
- v. VNV's Audit Committee and the Napa County Auditor-Controller shall conduct an annual review of VNV internal control policies & procedures governing financial reporting and compliance.
- vi. VNV shall furnish to NVTC, within six (6) months after the end of each fiscal year, a summary of VNV key performance indicators and an annual strategic business plan. VNV shall also furnish to NVTC a long-range strategic business plan every three (3) years.

b) Transparency

- i. Subject to Board member participation, a minimum of one (1) VNV Board Member shall serve on both the VNV and the NVTC Board of Directors.
- ii. VNV shall notify NVTC within thirty (30) days of any lawsuit, governmental investigation, or of any writing received by the VNV Board that provides information regarding a pending or threatened action against VNV that could materially and adversely affect VNV's ability to perform its obligations hereunder.

21. **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.

22. **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.

[Signatures on next page]

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

Napa Valley Tourism Corporation

By 

Maricelle Adderley  
(print name)

Title: CHAIR - NVTC

Date: 6/12/2025

Visit Napa Valley

By 

Linsay Gallagher  
(print name)

Title: President + CEO, Visit Napa Valley

Date: 6/12/2025

Napa Valley Tourism Corporation

By 

GEORGE A. COE  
(print name)

Title: Secretary - Treasurer - NVTC

Date: 6/12/2025



## Exhibit "A"

### **SCOPE OF WORK**

VNV shall provide NVTC with the following services, in accordance with all requirements contained in the NVTID Management District Plan ("Plan"):

#### **I. DESCRIPTION OF SERVICES**

##### ***A. TOURISM PROMOTION ACTIVITIES:***

Marketing, sales promotions and other tourist serving activities to increase tourism and to market Napa Valley as a tourist, meeting and event destination. Such services may include, but are not limited to:

Paid Media (Advertising) such as:

- Online/digital advertising
- Print advertising
- Out-of-home advertising (billboards, roadside signage, kiosks, banners)
- Radio advertising
- Events sponsorship and activations
- Production costs for advertising assets

Owned Media (Channels/Platforms) such as:

- Visit Napa Valley website
- Visit Napa Valley social media channels
- Visit Napa Valley newsletters, blogs, content
- Marketing materials (brochures, pamphlets, branded collateral)
- Industry tradeshow, conferences, and activations
- Distribution and fulfillment of marketing and sales materials
- Operation of Valley-Wide visitor information center (located at Napa Valley Welcome Center in Downtown Napa)

Earned Media (Public Relations & Press) such as:

- Public relations outreach (including press bulletins/releases and media leads, crisis communications, etc.)
- Press educational and familiarization trips

Sales (Group and Travel Trade) Programs such as:

- Lead Generation
- Trade Shows
- Sales Missions
- Familiarization Tours

Special Projects and Programming for:

- Destination stewardship programs and initiatives including, but not limited to:
  - Sustainability
  - Hospitality Workforce Development
  - Heritage Tourism

○ DEI&A

Organizational Initiatives in Support of Tourism and Hospitality including:

- Industry research, analytics, seminars
- Stakeholder engagement and meetings
- Partner and industry relations
- Global outreach and engagement, such as Great Wine Capitals, Sister City Programs, etc.
- Professional/industry association affiliation
- Communications and advocacy activities to inform and educate the public and local government officials
- Software platforms and applications for business management
- Administrative costs associated with these activities

***B. ANNUAL REPORT:***

Pursuant to California Streets and Highways Code Section 36650, VNV shall present to the NVTC Board of Directors an annual report at the end of each year of operation. The annual report will include details of NVTID revenues received and expenditures for all its activities, including the LGCs created under the Plan, to the extent the LGCs submit their financial information to VNV no later than September 30<sup>th</sup> of each calendar year, as required by the Plan. The revenues and expenditures of each LGC shall be listed separately.

The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for the fiscal year.
- A detailed budget identifying the cost of providing the improvements and the activities identified for the next fiscal year. The budget shall be substantially in the form as set forth in attached Exhibit "B."
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments.

Annually, VNV shall also issue:

- A report on expenditures from the previous year. In this report should be details on the impacts of those expenditures on tourism related activities. Such a report should include metrics identifying changes in the occupancy levels of hotels as well as other detailed descriptions of changes in visitors to Napa Valley.
- A report, commencing with Fiscal Year 2026 and annually thereafter, to NVTC outlining any changes to VNV Bylaws and provide binders including VNV Bylaws and Board members.

### ***C. ACCOUNTING***

Since the funds are being paid prior to proof of expenditure, the Napa County Auditor-Controller requires the following accounting processes to ensure proper internal controls are in place for safeguarding all NVTID funds:

- All revenues and expenditures related to the NVTID assessment must be kept in a separate fund, not to be commingled with any other VNV accounts.
- VNV must keep detailed records (including but not limited to copies of invoices, salary records, any manual calculations considered in use of the funds) of expenditures for which the assessment is used.
- Within 120 days after each fiscal year end (which is June 30 of every year the Agreement is in effect), VNV will submit a full accounting of assessment revenues received, detailed expenditures paid, and the surplus or deficit to be carried over to the following year.

The Napa County Auditor-Controller has the authority to review all financial records of VNV related to the disbursement of County funds, including but not limited to NVTID revenues. If any inappropriate expenditure is found to have been charged against the assessment, VNV shall reimburse the assessment fund.

Upon dissolution of the District, payments associated with the quarter activity prior to the dissolution date will be held until proof of expenditure is provided. As such, a full accounting of that current assessment year will be submitted to the Auditor-Controller for review to verify the current surplus or deficit. All allowable expenditures will be honored on a reimbursement basis until all expenditures through the dissolution date are paid. Any remaining funds not allocated to VNV will be returned to the lodging businesses remitting the assessment in proportion to their contributions over the prior 12 month period.

### ***D. ANNUAL AUDIT OF DISTRICT***

VNV shall engage an independent certified public accountant to conduct annual audits of VNV. Any independent certified public accountant selected shall be subject to the approval of the Napa County Auditor-Controller, and the VNV Board of Directors Audit Committee. The audit report must be submitted to NVTC and the Napa County Auditor-Controller no more than six (6) months after the end of VNV's fiscal year. All expenses associated with said audits shall be borne by VNV.

### ***E. ROLE OF AUDITOR-CONTROLLER***

The Napa County Auditor-Controller shall perform the following on behalf of the NVTID:

- Complete all necessary accounting transactions for the receipt and disbursement of assessments on behalf of NVTC.
- Prepare an annual financial summary report of NVTID within 6 months after fiscal year close, to include VNV, NVTC, and the LGCs, indicating discrepancies, if any, to the independent

audits and financial records of the County, VNV, NVTC, and local jurisdictions, as defined in the Plan.

## **II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550**

As required by Government Code section 7550, each document or report prepared by VNV for or under the direction of NVTC 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.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1381

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**TO:** Napa County Board of Supervisors

**FROM:** Brian D. Bordona, Director of Napa County Planning, Building & Environmental Services

**REPORT BY:** Ryan Melendez, Planner II - Sustainability

**SUBJECT:** Introduction to a prohibition of new retail fossil fuel stations and restrict the expansion of existing retail fossil fuel stations

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### **RECOMMENDATION**

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

### **BACKGROUND AND DISCUSSION**

In June 2022, Napa County adopted a resolution finding that a climate emergency exists which threatens our county, state, nation, and the world. In this resolution, the Napa County Board of Supervisors set a priority of achieving zero net greenhouse gas (GHG) emissions within the unincorporated area as quickly as possible, with a target of 2030. This resolution also paved the way for the collaborative development of a Regional Climate Action and Adaptation Plan (RCAAP) by Napa County and other incorporated jurisdictions, which is scheduled for a publicly-released draft on August 1<sup>st</sup>, 2025.

As of 2017, the California Air Resources Board (CARB) reported that on-road transportation is the leading source of GHG emissions in California, accounting for about 40% of all GHG emissions in the State. In 2019 in Napa County, inclusive of the cities and town, on-road transportation accounted for 39% of total GHG emissions (see attachment 1: Final Napa County Regional 2019 Community Greenhouse Gas Inventory Update Summary). This sector is the largest contribution of GHG emissions of the seven sectors analyzed in the inventory process. When considering the emissions produced only in the unincorporated Napa County, on-road transportation emissions account for 10.6% of emissions, which is the fifth largest contributing sector for the unincorporated County behind Solid Waste (33.2%), Agriculture (25.8%), Building Energy (16.2%), and Off-Road Equipment (13.4%).

All incorporated jurisdictions within Napa County have adopted an ordinance that bans - or places a temporary moratorium on - new fossil fuel-dispensing stations and the expansion of existing stations. Several other jurisdictions throughout California have adopted similar legislation, including Sonoma County. Additionally, as part of the Draft RCAAP, one action - aimed at reducing fossil fuel vehicles - calls for a county-wide ban on the development of new fossil fuel stations and expansion of existing stations. While the plan is still in draft, the



measure serves as a framework of actions that Napa County and incorporated jurisdictions can take to reduce GHG emissions.

To gauge the logistics of an ordinance for unincorporated county to prohibit the development of new retail fossil fuel stations and expansion of existing stations (such as the addition of fuel dispensers or fuel storage capacity), Napa County Planning, Building, and Environmental Services (PBES) staff have preliminarily reviewed data on the number of existing gas stations and the number of parcels that would be viable for future development. As of 2025, there are 37 fuel stations in Napa County, primarily concentrated in the incorporated jurisdictions and along major transportation corridors. Six (6) of the 37 fuel stations are in the unincorporated county; although there are no fuel stations located in the Lake Berryessa area or other rural areas except Angwin. In unincorporated Napa County, there are 15,683 total parcels of land. Of those, 2,154 parcels (13.7% of the total) are zoned to allow fossil fuel station development. Those zoning districts include Commercial Limited (CL), Commercial Neighborhood (CN) and Planned Development (PD). Based on a preliminary evaluation of those parcels that are zoned for gas stations, there are several zoning types, primarily those in PD districts, that are highly unlikely to pursue any gas station development. Additionally, one other zoning type (Marine Commercial - MC) would allow for the “dispensing of fuel and oil in conjunction with an approved use, refrigeration sales and service, and other similar services required to service boats and meet the needs of boat owners.” This zoning type would generally not allow for the retail dispensing of fossil fuels. Nonetheless, staff will conduct further analysis of the viability of all parcels with appropriate zoning in the event the Board directs staff to proceed with the development of an ordinance.

According to the California Department of Transportation (Caltrans), widespread use of Zero Emission Vehicles (ZEVs) will improve California’s air quality and help meet California’s GHG reduction targets. And while a ban on new or expanding existing fossil fuel stations would not reduce the number of stations currently in use, it would limit any additional development and provides a foundation for the County to prioritize other low- and zero-carbon transportation fuels, such as green hydrogen and battery electric vehicle (BEV) charging stations to help in the efforts to reduce GHG emissions in unincorporated Napa County.

#### Requested Action:

Staff requests the Napa County Board of Supervisors receive a presentation and provide direction on whether to proceed with the preparation of an ordinance to ban new fossil fuel stations and restrict the expansion of existing fossil fuel stations.

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

Is there a Fiscal Impact?

No

### **ENVIRONMENTAL IMPACT**

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





# Napa County

## Board Agenda Letter

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

Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1406

**TO:** Board of Supervisors

**FROM:** Brian D. Bordona, Director of Planning, Building, and Environmental Services

**REPORT BY:** Jesse Gutierrez, Principal Planner - Sustainability

**SUBJECT:** Receive a presentation on the Draft Napa Regional Climate Action and Adaptation Plan.

### **RECOMMENDATION**

Receive a presentation on the Draft Napa Regional Climate Action and Adaptation Plan. (No Fiscal Impact)

### **BACKGROUND**

Climate change has presented significant challenges locally and is increasingly supercharging weather patterns leading to greater impacts on communities. Climate change is experienced in many different forms, which locally may include effects such as prolonged heat waves, extended drought periods, altered frequency and severity of rain events, and increased wildfire risk caused by conditions that are more favorable for ignition and rapid spread of fires.

In recent years, a series of devastating wildfires swept through Napa County and surrounding regions, including the Atlas, Tubbs, and Nuns fires in 2017; and the Glass Fire and the LNU Lightning Complex fires in August and September 2020. These wildfires, collectively, burned hundreds of thousands of acres (CAL FIRE 2017, 2022, 2023), and destroyed thousands of structures, and resulted in an array of cascading public health, economic, and even viticultural impacts throughout the county. In the 2020 fires alone, eight percent of the season's wine grapes were left tainted by wildfire smoke, and thus, were unusable (Chroback and Zimmer 2022). Additionally, in September 2022, an unprecedented and uninterrupted 10-day heat wave, with temperatures exceeding triple digits across much of the state, led to hundreds of excess deaths, including some residents of Napa County (CDPH 2023). In general, climate-related hazard events like these can have an array of adverse impacts on populations, the built environment, and community functions and over time, these events will likely increase in frequency, intensity, and/or duration because of climate change.

Recognizing these disasters, threats, and challenges, local jurisdictions within Napa County: County of Napa, the Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville have come together to develop a Napa County Regional Climate Action and Adaptation Plan (RCAAP), the first public draft of which was released on August 1, 2025. The RCAAP can be found on the project webpage [www.climateactionnapa.konveio.com](http://www.climateactionnapa.konveio.com) <<http://www.climateactionnapa.konveio.com>>. Public input and comments are invited during the 60-day public review period from August 1 to September 30, 2025. The RCAAP is a roadmap that identifies strategies, measures, and actions that guide the region to reduce

greenhouse gas emissions and adapt to climate change. Shaped by input from residents, businesses, and community organizations across all six jurisdictions, it supports a more sustainable and resilient Napa County and requires bold and coordinated action across jurisdictional boundaries.

The RCAAP reflects regionally-tailored solutions that are representative of the unique environmental, economic, and social characteristics of the county. Additionally, the RCAAP builds upon existing climate change and sustainability initiatives throughout the county (some of which are detailed in Section 1.3), seeking to coordinate and amplify these and future efforts through a unified regional framework.

### **2019 Greenhouse Gas (GHG) Emissions Inventory**

The first step in preparing this RCAAP was to build an understanding of the regional GHG emissions profile by preparing a countywide emissions inventory. Using 2019 as the baseline year, total countywide GHG emissions were estimated at approximately 1,221,861 metric tons of carbon dioxide equivalent (MTCO<sub>2e</sub>). GHG emissions inventories identify the sources, activities, and sectors that represent emissions within a jurisdiction and the relative contributions of each. The three primary GHGs included in the countywide GHG inventory are carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous oxide (N<sub>2</sub>O).

The City of Napa accounted for the largest percentage of countywide emissions at 43 percent, followed by the unincorporated county at 31 percent, American Canyon at 16 percent, and St. Helena, Calistoga, and Yountville each at 5 percent or less.

The three largest contributing sectors to local GHG emissions were on-road transportation 39%, building energy 23%, and solid waste with 16% of total local emissions.

The four remaining sectors (i.e., off-road equipment, agriculture, wastewater, and imported water) in total accounted for approximately 22 percent of countywide emissions.

### **Community Engagement**

Community engagement is a vital component of any effective climate action and adaptation planning process, ensuring that the plan reflects the needs, priorities, and values of the people it serves. County staff's extensive public outreach and community engagement efforts resulted in responses and input from 310 individuals to an introductory survey which helped to gain a better understanding of how residents feel about climate change and how it affects their daily lives. Four community meetings were held in the summer of 2024 to identify existing conditions and key areas of concern for participants. 20 organizations partnered with the project team to hold focused group conversations to further explore the needs of the community. Engagement staff set up information tables at two community pop up events to gain direct access to diverse stakeholders. The project website [climateactionnapa.konveio.com](https://climateactionnapa.konveio.com) was set up as an information and activity hub for interested community members and stakeholders to find out more about the RCAAP, comment on background documents, and take the survey. The webpage continues to be a resource and highlights opportunities for community input and participation.

### **GHG Emissions Reduction Targets**

Through the RCAAP Napa County Jurisdictions have set countywide GHG emissions reduction targets for 2030, 2035, and 2045, which are aligned with the State of California's goals. They include:

- 42 percent reduction below 2019 levels by 2030,
- 57 percent reduction below 2019 levels by 2035, and
- 85 percent reduction below 2019 levels by 2045.

In addition to these quantitative targets, Napa County jurisdictions have set a goal in this RCAAP of achieving carbon neutrality by 2045 - primarily through natural carbon sequestration, in addition to strategies and measures to reduce GHG emissions in furtherance of the 85 percent reduction target by 2045.

## GHG Reduction Measures

While legislative and regulatory actions at the regional, State, and federal levels will result in notable GHG emissions reductions on their own, additional efforts need to be taken locally by Napa County jurisdictions to fully achieve the established targets. These additional efforts come in the form of 46 distinct GHG reduction measures that were prepared for this RCAAP.

Across the six emissions sectors (Building Energy, On-Road Transportation, Solid Waste, Water and Wastewater, Agriculture, and Off-Road Equipment), 21 different GHG reduction strategies are supported by 46 measures and 107 actions. The GHG reduction measures reduce emissions from human activities (e.g., building energy use and transportation), and enhance carbon storage (e.g., carbon farming and restoring wildfire-affected areas).

The GHG reduction framework is designed for countywide application, and many measures will be applied and implemented consistently across all Napa County Jurisdictions, addressing broad issues and emissions sources that are shared across multiple jurisdictions. However, some GHG reduction measures do not apply uniformly across all jurisdictions and only apply to specific local contexts and needs.

The GHG reduction potential of the measures was quantified for 17 of the 46 measures. The remaining measures were not quantified for one or more reasons, including lack of available data or adequate quantitative methods, the qualitative nature of some measures, varying levels of uncertainty regarding the effectiveness of some measures, or limitations on local jurisdictions' control over the impact of the measure (e.g., education, encouragement, supporting local partners).

Although 46 GHG reduction measures are included in the RCAAP, a few specific measures are projected to account for the vast majority of reductions from human-caused emissions by 2045. These include:

- BE-1: Retrofit Existing Buildings to Zero Carbon
- TR-9: Expand Renewable Diesel Availability
- AG-1: Reduce Fossil Fuel Consumption in Field Equipment
- SW-1: Increase Solid Waste Diversion
- SW-4: Increase Landfill Methane Capture Capacity
- WW-1: Reduce Methane Emissions from Wastewater Treatment Plants

(BE = Building Energy; TR = On-Road Transportation; AG = Agriculture; SW = Solid Waste; WW = Imported Water & Wastewater)

Altogether, the six measures account for approximately 91 percent of total emissions reductions in 2045.

If all GHG reduction measures are implemented as planned and regional growth aligns with projections, the reductions should meet both the 2030 and 2045 targets and the 2045 carbon neutrality goal. Actual reductions may be greater, as many measures are not quantified and could have additional reduction potential.

## Carbon Sequestration GHG Reduction Measures

The RCAAP GHG reduction measures that have the potential to increase carbon sequestration include:

- AG-3: Expand Carbon Farming Practices
- AG-4: Report on Carbon Farming Practices
- AG-5: Expand the Urban Forest

- AG-6: Restore Woodland and Forest Habitat
- AG-7: Increase Sustainable Vineyard Certification

When bundled with other GHG reduction measures, these would help the county meet or exceed its carbon neutrality goal by 2045 and allow additional flexibility to meet the region's carbon neutrality goal by providing a buffer for future variability and uncertainty when implementing the RCAAP.

### **Vulnerability Assessment**

A climate-resilient community is one: (1) that can effectively cope with, manage, and minimize the impacts of current and future climate hazards (and climate change more broadly); and (2) that can recover efficiently and equitably when adverse impacts are experienced.

To effectively adapt to climate change, Napa County jurisdictions first conducted a climate change vulnerability assessment (VA) in April 2024 to determine countywide vulnerabilities of people, the built environment, and natural resources to various climate hazards, which refers to natural hazards that are worsened or altered due to the effects of climate change.

Five climate change effects were evaluated in the VA: (1) wildfire; (2) increased temperatures and extreme heat; (3) extreme precipitation, sea level rise, and flooding; (4) drought; and (5) energy grid impacts.

The VA includes distinct analyses that determine exposure, sensitivity, potential impacts, adaptive capacity, and vulnerability in the context of climate change.

Exposure: The presence of people, infrastructure, natural systems, and economic, cultural, and social resources in areas subject to harm.

Sensitivity: The degree to which a species, natural system, community, government, or other associated systems would be affected by changing climate conditions.

Potential Impacts: A specific negative result of a climate change effect, generally on a particular population or asset. The combination of exposure and sensitivity often determines potential impacts.

Adaptive Capacity: The combination of the strengths, attributes, and resources available to an individual, community, society, or organization that can be used to prepare for and undertake actions to reduce adverse impacts, moderate harm, or exploit beneficial opportunities.

Vulnerability: The degree to which natural, built, and human systems are at risk from climate change impacts. Overall, vulnerability is considered a function of exposure, sensitivity, potential impacts, and adaptive capacity.

The VA directly informed the preparation of 40 distinct adaptation measures included in this RCAAP, which are organized into six different strategies and aimed at reducing vulnerability, adapting to the impacts of climate change, and increasing community resilience.

### **Adaptation Strategies**

Climate change adaptation involves adjusting to effects that are already occurring and preparing for those that are anticipated to occur in the future. Climate change adaptation planning enhances community resilience by evaluating jurisdiction-specific vulnerabilities and developing measures to respond to and prepare for current and future impacts.

Napa County jurisdictions' existing hazard mitigation plans and general plan safety elements were reviewed to identify gaps in addressing climate-related hazards and risks (see Appendix K). The climate adaptation strategies, measures, and actions in the RCAAP fill gaps to enhance Napa County Jurisdictions' climate resilience.

The 40 adaptation measures from the RCAAP fall into the following six overarching adaptation strategies:

- **All:** Improve Napa County jurisdictions' Overall Climate Resilience
- **Fire:** Prepare for and Adapt to Increased Wildfire Risk
- **Temp:** Prepare for Increased Temperatures and More Frequent Extreme Heat Events
- **Flood:** Prepare for More Frequent Extreme Precipitation and Flooding Events, Combined with Sea Level Rise Threats
- **Drought:** Prepare for More Frequent Drought Events and Enhance the Region's Overall Water Supply Resilience
- **Energy:** Improve the Region's Energy Grid Resilience

### CEQA Initial Study

Napa County jurisdictions are currently preparing an Initial Study for the RCAAP, pursuant to CEQA. Napa County will serve as lead agency for the preparation of the Initial Study, with other incorporated jurisdictions acting as responsible agencies. The Initial Study will evaluate the potential environmental effects of the proposed RCAAP and its implementation, and the County and responsible agencies will make the appropriate environmental determination following completion of the Initial Study. Following completion of the environmental review process, each governing body will certify the CEQA document and adopt the RCAAP following a public hearing.

On June 27, 2025 the Napa Climate Action Committee (CAC) gave project staff direction to move forward with the recommended Initial Study of the RCAAP. The recommendation to initiate the preparation of the Initial Study was reached through conversations between the city managers of the six jurisdictions, the County CEO's office, the All Jurisdiction Working Group (comprised of staff from all six jurisdictions), the project team, and the CAC.

Ascent will prepare an Administrative Draft Initial Study with mitigation measures if potentially significant impacts are identified. Staff from all 6 jurisdictions will have a chance to review and comment on the draft Initial Study prior to release for public review.

### Implementation - including funding, costs, etc.

As Napa County jurisdictions move forward with adopting and implementing the RCAAP, sustained regional coordination and collaboration will be required to ensure adequate staffing is available to guide the many near-term actions necessary to implement the measures.

Napa County jurisdictions must also consider how to best leverage and prioritize existing local funding sources, while developing a strategy for securing new funding, such as state or federal grants, loans, or other special financing mechanisms, to support the longer-term investments required for successful RCAAP implementation. Appendix I of the RCAAP provides an assessment of funding and financing options identified as potential

funding sources and financing mechanisms that could support implementation of the 9 priority measures for GHG reductions and 10 priority measures for climate adaptation.

Implementation of the RCAAP will also require regular monitoring and updates to ensure the plan is on target to achieve its near-term and long-term targets, while also remaining adaptable to new challenges and opportunities. Appendix H of the RCAAP provides specific implementation details for all GHG reduction and climate adaptation measures and actions. While the implementation matrices identify applicable jurisdictions, potential partners, implementing mechanisms, and estimated timeframes, a more detailed and tailored strategy framework plan for implementing the RCAAP will be necessary.

An implementation plan can help define each of the participating jurisdiction's roles and priorities, increase accountability and transparency, clarify coordination needs, align RCAAP implementation with jurisdiction budget decisions, and department-level working plans. The CAC and the All Jurisdiction Working Group will be essential in ensuring a coordinated implementation plan aligns with each jurisdiction's goals and clearly defines each jurisdiction's role and responsibility in implementing the RCAAP measures.

## Next Steps

Staff request the Napa County Board of Supervisors receive a presentation on the Draft Napa Regional Climate Action and Adaptation Plan.

The Draft RCAAP will be available for public review beginning on August 1, 2025, with a 60-day review period ending on September 30, 2025.

## Upcoming Public Events and Community Engagement Opportunities

### Open House Events

Wednesday, August 20, 2025, Yountville Open House

Thursday, August 21, 2025 American Canyon Open House

Wednesday, August 27, 2025 City of Napa Open House

\*please visit [climateactionnapa.konveio.com](https://climateactionnapa.konveio.com) to rsvp for any of the above events

### Presentations

Tuesday, August 05, 2025, Napa County Board of Supervisors

Friday, August 22, 2025, Climate Action Committee

Tuesday, September 02, 2025, Napa City Council

Wednesday, September 3, 2025, American Canyon Open Spaces, Active Transportation, and Sustainability Committee

Friday, September 9, 2025, St. Helena City Council

## FISCAL IMPACT

Is there a Fiscal Impact?

No

Is it Mandatory or Discretionary?

Discretionary



## Discretionary Justification:

Preparation of a Climate Action Plan is included in both the General Plan and the Strategic Plan and has been supported by the Board of Supervisors in several Resolutions.

## Consequences if not approved:

The County and other jurisdictions will have to prepare/update individual Climate Action Plans. There will be reduced cooperation and coordination in regional greenhouse gas emission reduction efforts, and potentially less access to future grant and/or state funding.

**ENVIRONMENTAL IMPACT**

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



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 8/5/2025

**File ID #:** 25-1422

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, Chief Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Conference With Labor Negotiators

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### **RECOMMENDATION**

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