

Napa County

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



Agenda - Final

Tuesday, June 24, 2025

9:00 AM

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

Board of Supervisors

Joelle Gallagher, District 1

Liz Alessio, District 2

Anne Cottrell, District 3

Amber Manfree, District 4

Belia Ramos, District 5

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

www.countyofnapa.org

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

ON A MATTER ON THE AGENDA

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

ON A MATTER NOT ON THE AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

- A. Presentation of the Pet of the Week. (No Fiscal Impact) [25-179](#)

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

- A. Presentation of Proclamations recognizing the Napa Valley Grapegrowers' "2025 Grower of the Year" and "Lifetime Achievement Award" recipients. (No Fiscal Impact) [25-821](#)

Attachments: [Grower of the Year Proclamation](#)
[Lifetime Achievement Proclamation](#)

- B. Recognize Kate Miller for her service and contributions as Executive Director for Napa Valley Transportation Authority. (No Fiscal Impact) [25-1051](#)

Attachments: [Proclamation](#)

5. CONSENT CALENDAR**Auditor-Controller**

- A. Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2025. (Fiscal Impact: Revenues of \$19,614,335, Expenditures of \$79,041,970, Various Funds, Not Budgeted; Discretionary) [25-1169](#)
[4/5 vote required]

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

Child Support Services

- B. Approve and authorize the Director of Child Support Services to sign the renewal of the Plan of Cooperation with the Superior Court of California, County of Napa for the term of July 1, 2025, through July 1, 2027, defining the respective roles and responsibilities of each entity. (No Fiscal Impact) [25-1077](#)

Attachments: [Plan of Cooperation](#)

Corrections

- C. Approve and authorize Agreement No. 250365B with Western Exterminator Company to provide pest control services to the Napa County Department of Corrections at the replacement jail. (Fiscal Impact: \$10,000 Expense; General Fund; Budgeted; Discretionary) [25-1138](#)
Attachments: [Agreement](#)
- D. Approve and authorize Amendment No. 1 to Agreement No. 230117B with Mark Clementi Ph.D. to extend the term for pre-employment psychological evaluations on prospective employees of the Napa County Department of Corrections. (Fiscal Impact: \$20,000 Expense; General Fund; Budgeted, Mandatory) [25-1143](#)
Attachments: [Agreement](#)
- E. Approve and authorize Agreement No. 250438B with Nor-Cal Bio Solutions LLC., to provide biohazard cleaning services to the Napa County Department of Corrections (Fiscal Impact: \$120,000 Expense; General Fund; Budgeted, Discretionary) [25-1190](#)
Attachments: [Agreement](#)

County Counsel

- F. Adopt a Resolution of Findings of Fact and Decision on Appeal regarding an appeal filed by Appellant Water Audit California concerning the Napa County Planning Commission's decision on December 18, 2024, to approve Bonny's Vineyard New Winery Use Permit Application No. P22-00002-UP and adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. (No Fiscal Impact) [25-1083](#)
Attachments: [Resolution](#)
[Exhibit "A" - Revised Conditions of Approval and Final Agency Approval Memos](#)
- G. Adopt an Ordinance amending Chapter 10.12 (County Parking Lots) of the Napa County Code related to electric vehicle parking stalls and enforcement of parking regulations. (No Fiscal Impact; Discretionary) [25-1110](#)
Attachments: [Ordinance](#)

County Executive Office

- H.** Approve and authorize Amendment No. 2 to Agreement No. 200063B with Napa Valley Vine Trail Coalition to extend the agreement term through June 30, 2026, with four additional automatic one-year extensions for a total of five years for project design, engineering, and construction grants. (Fiscal Impact: \$55,000 Expense; Budgeted; Unincorporated Napa Valley Tourism Improvement District Fund; Discretionary) [25-882](#)
- Attachments:** [Agreement](#)
- I.** Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to VOICES, Napa Valley Vine Trail, Napa Valley Community Organizations Active in Disaster, and Napa Farmers Market to provide support and community benefit. (Fiscal Impact: \$4,000 Expense; Budgeted; General Fund; Discretionary) [25-949](#)
- J.** Approve and authorize allocation of Board of Supervisors' District 3 community grant funds to Pope Valley Farm Center, Napa Valley Farmworker Foundation, Molly's Angels, Calistoga Food Bank, and UpValley Family Centers to provide support and community benefit. (Fiscal Impact: \$5,000 Expense; Budgeted; General Fund; Discretionary) [25-1113](#)
- K.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa Valley Tourism Improvement District (NVTID) for a total appropriation of \$8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary) [25-1129](#)
- Attachments:** [Resolution](#)
[Schedules 12, 13 and 14](#)
- L.** Approve and authorize allocation of Board of Supervisors' District 2 community grant funds to Mentis, NEWS Napa, Molly's Angels, Napa County Hispanic Chamber of Commerce Latino Leadership Development Program Scholarship, and Boys and Girls Club of Napa Valley to provide support and community benefit. (Fiscal Impact: \$5,000 Expense; Budgeted; General Fund; Discretionary) [25-1147](#)

Elections

- M.** Approve and authorize Amendment No. 1 to Agreement No. 190126B with Dominion Voting Systems for election support through June 30, 2032. (Fiscal Impact: \$1,199,468 expense; General Fund; Budgeted; Mandatory) [25-1081](#)
- Attachments:** [Agreement](#)

Health and Human Services Agency

- N. Approve and authorize Amendment No. 5 to Agreement No. 190321B with Community Resources for Children to increase the contract maximum from \$187,686 to \$197,025. (Fiscal Impact: \$9,339 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary). [25-201](#)
- Attachments:** [Agreement](#)
- O. Approve and authorize Amendment No. 2 to Agreement No. 240035B with St. Helena Hospital dba Adventist Health St. Helena and Adventist Health Vallejo to increase the contract maximum from \$700,000 to \$750,000 for Fiscal Year 2024-2025 and each subsequent renewal; approve and authorize Amendment No. 1 to Agreement No. 210351B with Aurora Santa Rosa Hospital to increase the contract maximum from \$490,000 to \$950,000 for Fiscal Year 2024-2025 and each subsequent renewal; and approve related Budget Amendments to increase appropriations \$510,000 by use of available fund balance. (Fiscal Impact: \$510,000 Expense; Health and Human Services Agency Fund; Not Budgeted; Mandatory)
[4/5 vote required] [25-724](#)
- Attachments:** [Aurora Santa Rosa Hospital Agreement](#)
[Adventist Health Agreement](#)
- P. Approve and authorize Amendment No. 3 to Agreement No. 230171B with Mentis, Inc., to increase the contract maximum from \$386,574 to \$450,316 for the entirety of the two-year agreement, to continue Mentis' Suicide Prevention Program. (Fiscal Impact: \$63,742 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) [25-781](#)
- Attachments:** [Agreement](#)
- Q. Approve and authorize Agreement No. 250346B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2028 for a contract maximum of \$181,372 to provide services under the Parents As Teachers Home Visiting program. (Fiscal Impact: \$181,372 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) [25-852](#)
- Attachments:** [Agreement](#)

- R. Approve and authorize Agreement No. 250435B with the California Department of Health Care Services (DHCS) for the Intergovernmental Agreement Regarding Transfer of Public Funds for the term January 1, 2024 through June 30, 2027 for the transfer of approximately \$2,000,000 to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates, which includes the 20% assessment fee retained by DHCS. (Fiscal Impact: \$2,000,000 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary) [25-866](#)
- Attachments:** [Agreement](#)
- S. Terminate Agreement No. 170522B and approve and authorize Agreement No. 260022B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of \$45,000 per fiscal year to provide administration of the Child Abuse Prevention Council. (Fiscal Impact: \$45,000 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory). [25-1047](#)
- Attachments:** [Agreement](#)

Housing & Community Services

- T. Approve and authorize Amendment No. 4 to Master Services Agreement No. 220376B with Partnership Health Plan for the County to provide Community Supports to certain Medi-Cal participants through December 2025 generating approximately \$1,000,000 in annual revenue (Fiscal Impact: \$1,000,000 Revenue, Housing & Community Services Fund, Budgeted, Discretionary). [25-789](#)
- Attachments:** [Agreement](#)
- U. Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the County Service Area No. 4 (CSA No. 4) - Farmworker Housing Assessment District. (Fiscal Impact: \$24,102 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary) [25-1130](#)
- Attachments:** [CSA 4 FY25-26 Budget Resolution](#)
[Schedules 12, 13 and 14](#)

Human Resources – Division of CEO's Office

- V. Approve and authorize Agreement No. 250405B with Shaw HR Consulting for the term of June 24, 2025, through June 30, 2026, with two additional one-year extensions to provide advisory medical record review, independent medical examinations, and/or reports, and disability interactive process professional services. (Fiscal Impact: \$80,000 annual expense; Fund dependent upon department usage; Budgeted; Discretionary) [25-967](#)

Attachments: [Agreement](#)

- W. Adopt a Resolution to affirm the retirement cost sharing contributions for Napa Association of Public Employees and Napa Association of Probation Professionals, effective June 21, 2025, for Fiscal Year 2025-2026. (Fiscal Impact: \$25,000 expense reduction; General Fund; Budgeted; Discretionary) [25-968](#)

Attachments: [Resolution](#)

- X. Approve and authorize Amendment No. 2 to Agreement 190090B with The Language People for a maximum annual amount of \$25,000 for the term effective July 1, 2024, through June 30, 2026, with an option to extend for five additional years through June 30, 2031, to provide language proficiency testing and face-to-face interpretation services. (Fiscal Impact: \$25,000 Expense; General Fund; Budgeted; Discretionary) [25-1069](#)

Attachments: [Agreement](#)

- Y. Adopt a Resolution to amend the Table & Index of Classes and appropriate personnel policies effective June 24, 2025. (Fiscal Impact: \$76,000 annual savings; General Fund; Budgeted; Discretionary) [25-1094](#)

Attachments: [Resolution](#)

- Z. Adopt a Resolution to implement the Fiscal Year 2025-2026 cost-of-living adjustments. (Fiscal Impact: \$6,445,000 Expense; All Operating Funds; Budgeted; Discretionary) [25-1111](#)

Attachments: [Resolution](#)

In-Home Supportive Services Public Authority of Napa County

- AA.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the In-Home Supportive Services (IHSS) Public Authority of Napa County. (Fiscal Impact: \$72,708 General Fund Expense, \$72,849 Net Add to In-Home Supportive Services Public Authority Fund Balance; Discretionary) [25-1095](#)
- Attachments:** [IHSSA FY25-26 Budget Resolution](#)
[Schedules 12, 13 and 14](#)

Information Technology Services – Division of CEO’s Office

- AB.** Approve and authorize Amendment No. 1 to Agreement No. 230081B with GovernmentJobs.com, Inc. (dba NEOGOV, parent company of PowerDMS, Inc.) reducing the annual cost from \$14,000 to \$8,500 for the term of July 1, 2025, through October 17, 2027, for PowerDMS training software. (Fiscal Impact: \$5,500 annual savings; Probation Fund; Budgeted; Discretionary) [25-741](#)
- Attachments:** [Agreement](#)
- AC.** Approve and authorize Amendment No. 1 to Agreement No. 230035B with AMS.NET, Inc. to extend the term for an additional three years through June 30, 2028 and increase the contract amount from \$50,000 to \$70,000 for continued utilization of specific infrastructure and telephony related projects and system maintenance and support services. (Fiscal Impact: \$20,000 Expense, Information Technology Services Fund; Budgeted; Discretionary) [25-778](#)
- Attachments:** [Agreement](#)
- AD.** Approve and authorize Amendment No. 3 to Agreement No. 210093B with Granicus, LLC., increasing the contract maximum from \$415,968 to \$765,678 and extending the term through June 30, 2028, to provide ongoing agenda system services, adding new solutions and discontinuing others. (Fiscal impact: \$349,709 Expense; Information Technology Services Fund; Budgeted; Discretionary) [25-876](#)
- Attachments:** [Agreement](#)
- AE.** Approve and authorize Amendment No. 1 to Agreement No. 250136B with Environmental Science Associates, to extend the term to June 30, 2026, for continued cultural resources technical services to support environmental review of the Mount St. Helena telecommunications tower replacement project for no additional cost. (No Fiscal Impact; Discretionary) [25-942](#)
- Attachments:** [Agreement](#)

- AF.** Approve and authorize Amendment No. 1 to Agreement No. 250209B with Infoverity U.S., Inc. to extend the term for an additional year through June 30, 2026 and increase the maximum contract amount from \$100,000 to \$200,000. (Fiscal Impact: \$100,000 Expense; Information Technology Services Fund; Budgeted; Discretionary) [25-952](#)

Attachments: [Agreement](#)

Lake Berryessa Resort Improvement District

- AG.** Approve and authorize Amendment No. 1 to Agreement No. 250011B (LBRID) with Specialized Utility Services Program to increase the maximum from \$396,000 to \$418,000 for the term through June 30, 2025; and approve a Budget Amendment for additional services and supplies expenses. (Fiscal Impact: \$22,000 Expense; Lake Berryessa Resort Improvement District; Not Budgeted; Discretionary) [25-731](#)
[4/5 vote required]

Attachments: [Agreement](#)

- AH.** Approve and authorize Amendment No. 2 to Agreement No. 230208B (LBRID) with GHD, Inc. to increase the total contract amount from \$270,839 to \$276,839 to provide additional construction management and inspection services for the “Tank 3 Replacement and Distribution System Upgrades Project,” LB 20-01. (Fiscal Impact: \$6,000 Expense, Lake Berryessa Resort Improvement District; Budgeted; Discretionary) [25-902](#)

Attachments: [Agreement](#)

- AI.** Approve and authorize Agreement No. 250439B (LBRID) with Specialized Utility Services Program dba SUSP Engineering for a maximum compensation of \$21,780 for video inspection of sewer pipelines. (Fiscal Impact: \$21,780 Expense; Lake Berryessa Resort Improvement District; Budgeted; Discretionary) [25-914](#)

Attachments: [Agreement](#)

- AJ.** Approve a Budget Amendment transferring \$14,516 by increasing appropriations remaining in Lake Berryessa Resort Improvement District Project 22015 “Water Plant Generator Replacement” and increasing revenue in Project 22009 “Sustainable Water Supply.” (Fiscal Impact: Net Zero; Lake Berryessa Resort Improvement District; Not Budgeted; Discretionary) [25-953](#)
[4/5 vote required]

- AK.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Lake Berryessa Resort Improvement District (LBRID). (Fiscal Impact: \$373,361 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary) [25-1100](#)
- Attachments:** [LBRID FY25-26 Budget Resolution Schedules 12, 13 and 14](#)
- AL.** Approve plans and specifications for the “Transfer Pumping Equipment and Storage Project,” LB 25-01 and authorization to advertise 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; Discretionary) [25-1133](#)
- AM.** Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed for Lake Berryessa Resort Improvement District as of June 30, 2025. (Fiscal Impact: Revenues of \$1,766,227, Expenditures of \$4,646,087, Various Funds, Not Budgeted; Discretionary) [25-1181](#)
- [4/5 vote required]
- Attachments:** [Attachment A](#)

Library

- AN.** Approve and authorize 17 agreements with 14 different organizations totaling \$242,132 recommended by the Napa County Arts and Culture Advisory Committee, and Agreement No. 250145B with Arts Council Napa Valley for \$60,870 to be the Napa County Local Arts Agency and implement the Napa County Cultural Plan for the term July 1, 2025, through June 30, 2026. (Fiscal Impact: \$303,002 Expense; General Fund-Community Investment; Budgeted; Discretionary) **25-939**

Attachments: [Agreement No. 260033B - Napa Valley Festival Association](#)
[Agreement No. 260034B - Music in the Vineyards](#)
[Agreement No. 260035B - Napa Valley Museum](#)
[Agreement No. 260036B - Music in the Vineyards](#)
[Agreement No. 260037B - diRosa Preserve](#)
[Agreement No. 260042B - Music in the Vineyards](#)
[Agreement No. 260043B - Napa County Historical Society](#)
[Agreement No. 260024B - E and M Presents](#)
[Agreement No. 260025B - American Canyon Arts Foundation](#)
[Agreement No. 260026B - Napa Public Access Cable Television](#)
[Agreement No. 260027B - Lunchtime Productions Cafeteria Kids](#)
[Agreement No. 260028B - Bel Canto](#)
[Agreement No. 260029B - Lunchtime Productions Cafeteria Kids](#)
[Agreement No. 260030B - Friends of the Cameo d.b.a Cameo Cinema Foundation](#)
[Agreement No. 260031B - Brannan Center](#)
[Agreement No. 260032B - Napa Valley Unified Educational Foundation](#)
[Agreement No. 260041B - Calistoga Theater Company](#)
[Agreement No. 260048B - Arts Council Napa Valley](#)

Monticello Public Cemetery District

- AO.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Monticello Public Cemetery District (MPCD). (Fiscal Impact: \$87,807 Net Use of Fund Balance, Monticello Public Cemetery District; Discretionary) **25-1097**

Attachments: [MPCD FY25-26 Budget Resolution](#)
[Schedules 12, 13 and 14](#)

Napa Berryessa Resort Improvement District

- AP.** Approve and authorize Amendment No. 1 to Agreement No. 250010B (NBRID) with Specialized Utility Services Program to increase the total contract maximum from \$396,000 to \$416,000 for the term ending June 30, 2025, and approve a Budget Amendment for additional emergency repair services and supplies and other expenses totaling \$110,000. (Fiscal Impact: \$130,000 Expense; Napa Berryessa Resort Improvement District; Not Budgeted; Discretionary) [4/5 vote required] [25-720](#)
- Attachments:** [Agreement](#)
- AQ.** Approve and authorize Agreement No. 250440B (NBRID) with Specialized Utility Services Program dba SUSP Engineering for the video inspection of 4,000 feet of sewer pipeline. (Fiscal Impact: \$8,280 Expense; Napa Berryessa Resort Improvement District; Budgeted; Discretionary) [25-913](#)
- Attachments:** [Agreement](#)
- AR.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa Berryessa Resort Improvement District (NBRID). (Fiscal Impact: \$684,957 Net Use of Fund Balance, Napa Berryessa Resort Improvement District; Discretionary) [25-1098](#)
- Attachments:** [NBRID FY25-26 Budget Resolution Schedules 12, 13 and 14](#)
- AS.** Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed for Napa Berryessa Resort Improvement District as of June 30, 2025. (Fiscal Impact: Revenues of \$112,033, Expenditures of \$338,000, Various Funds, Not budgeted; Discretionary) [4/5 vote required] [25-1183](#)
- Attachments:** [Attachment A](#)

Napa County Groundwater Sustainability Agency

- AT.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Groundwater Sustainability Agency (NCGSA). (Fiscal Impact: \$2 million General Fund Expense and \$787,555 Net Use of Fund Balance; Napa County Groundwater Sustainability Agency; Discretionary) **[25-1092](#)**
- Attachments:** [GSA FY25-26 Budget Resolution Schedules 12, 13 and 14](#)

Napa County Housing Authority

- AU.** Acceptance of donation report for quarter ending March 31, 2025. (Fiscal Impact: \$9,403 Revenue; Housing Authority Fund; Not Budgeted; Discretionary) **[25-1073](#)**
- Attachments:** [Report](#)
- AV.** Accept and file account receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2025. (Fiscal Impact: \$1,200 Expense; Napa County Housing Authority Fund, Budgeted, Discretionary) **[25-1075](#)**
- Attachments:** [AR/PrePaid Write-Offs](#)
- AW.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Housing Authority (NCHA). (Fiscal Impact: \$45,000 Net Revenue (Increase in Reserves); Napa County Housing Authority; Discretionary) **[25-1093](#)**
- Attachments:** [NCHA FY25-26 Budget Resolution Schedules 12, 13 and 14](#)
- AX.** Approve and authorize acceptance of a donation totaling \$79,000 from Department of Water Resources to replace and install three commercial dishwashers, plus technical assistance services, for development of a state-mandated water contingency plan and the related Budget Amendment. (Fiscal Impact: net zero; Housing Authority Fund; Not Budgeted; Discretionary) **[25-1135](#)**
[4/5 vote required]

Planning, Building and Environmental Services (PBES)

- AY.** Approve and authorize Amendment No. 1 to Agreement No. 230068B with Moore Iacofano Goltsman, Inc. to extend the term through June 30, 2026, reducing the annual contract maximum from \$24,500 to \$14,250, and update the scope of work for continued website assistance and support to the Napa County Watershed Information & Conservation Council (WICC). (Fiscal Impact: \$14,250; Expense; General Fund; Budgeted; Discretionary) [25-951](#)

Attachments: [Agreement](#)

- AZ.** Approve and authorize Amendment No. 2 to Agreement No. 170591B with West Coast Code Consultants and Amendment No. 4 to Agreement No. 200066B with CSG Consultants to extend the term of the agreements to June 30, 2026, to assist with building plan review, inspections and fire prevention services as needed with no change to the annual maximums. (No Fiscal Impact; Discretionary) [25-1124](#)

Attachments: [Agreement No. 170591B - West Coast Code Consultants](#)
[Agreement No. 200066B - CSG Consultants](#)

Probation

- BA.** Approve and authorize Amendment No. 1 to Agreement No. 250072B, with Think Hopeful, Inc. for \$49,500 annually for July 1, 2025 to June 30, 2026 with two one-year extensions to provide an online platform for mental wellness services. (Fiscal Impact: \$49,500 Expense; General Fund; Budgeted; Discretionary) [25-1123](#)

Attachments: [Agreement](#)

Public Works

- BB.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Line Project. (Fiscal Impact \$644,593 Net Use of Fund Balance; Milliken-Sarco-Tulocay Fund; Discretionary) [25-426](#)

Attachments: [MST FY25-26 Budget Resolution](#)
[Schedules 12, 13 and 14](#)

- BC.** Adopt a Resolution authorizing the transfer of \$250,000 from the General Fund to the Lake Berryessa Concessions funds to pay for County expenses until the Lake Berryessa resorts are operating and generating revenue. (Fiscal Impact: \$250,000 Expense; General Fund; Budgeted; Discretionary) [25-628](#)

Attachments: [Resolution](#)

- BD.** Reject all Bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Mt. Veeder Road MPM 3.5, RDS 25-18 project. (No Fiscal Impact) [25-737](#)
- Attachments:** [Budget Summary](#)
- BE.** Award a Construction Contract to Rehak General Engineering for the Mount Veeder 5.2 project, RDS 25-19 project; and approve a Budget Amendment. (Fiscal Impact: \$1,602,701, Expense; General Fund and Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-822](#)
- Attachments:** [Budget Summary](#)
- BF.** Approve and authorize Amendment No. 1 to Agreement No. 230361B with J.F. Brennan Company increasing from \$35,000 to a new contract maximum of \$70,000 for culvert flap-gate maintenance and inspection services. (Fiscal Impact: \$35,000 Expense; Roads Fund; Budgeted; Discretionary) [25-895](#)
- Attachments:** [Agreement](#)
- BG.** Approve and authorize Amendment No. 1 to Agreement No. 250053B with Sanchez Brother's Landscape, Inc. for a term date through June 30, 2028 with a maximum compensation of \$150,000, to provide landscape maintenance, irrigation, restoration and repair services in County Service Area No. 3. (Fiscal Impact: \$70,000 Expense; County Service Area No. 3 and Roads Funds; Budgeted; Discretionary) [25-929](#)
- Attachments:** [Agreement](#)
- BH.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the County Service Area No. 3 (CSA No. 3). (Fiscal Impact: \$180,110 Net Use of Fund Balance; CSA No. 3; Discretionary) [25-1131](#)
- Attachments:** [CSA 3 FY25-26 Budget Resolution](#)
[Schedules 12, 13 and 14](#)
- BI.** Receive a report on projects requiring expedited emergency contracting procedures to repair damage from the February storms and affirm the need to continue this action. (No Fiscal Impact; Discretionary) [4/5 vote required] [25-1137](#)

BJ. Approve the Plans and Specifications for the “Hangar A Row Roof Construction Project,” PW26-07, and authorize staff to advertise for sealed bids and open bids at a time, date and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact; Discretionary) [25-1139](#)

BK. Award of Construction Contract to Team Ghilotti, Inc., of Petaluma, CA in the amount of \$4,397,141 for the “Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project,” RDS 25-06; and approve a Budget Amendment. (Fiscal Impact \$5,996,147 Expense; Measure T Special Revenue; Not Budgeted; Discretionary) [25-1140](#)
[4/5 vote required]

Attachments: [List of Bids](#)
[Budget Summary](#)

BL. Approve the Plans and Specifications for the “Crisis Stabilization Unit - Children’s Services Expansion,” PW 24-15, authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code; and approve and authorize Amendment No. 3 to Agreement No. 240326B with TLCD Architecture for services in support of the project. (No Fiscal Impact; Discretionary) [25-1141](#)

Attachments: [Agreement](#)

BM. Reject the low bid from Insidesource as non-responsive; award Construction Contract to Integrity Construction Maintenance Inc. of Sebastopol, CA in the amount of \$178,480 for the “American Canyon Library Remodel, Furniture” PW 25-09B, for furniture and installation services and approve a Budget Amendment. (Fiscal Impact \$220,000 Expense; Library Fund; Not Budgeted; Discretionary). [25-1145](#)
[4/5 vote required]

Attachments: [Budget Summary](#)
[List of Bids](#)

Sheriff

BN. Approve and authorize Agreement No. 260049B with Teleosoft, Inc. for Civil Process Software System initial and annual licensing, and approval of a waiver of competitive bidding and sole source award. (Fiscal Impact: \$282,188 Expense; General Fund; Budgeted; Discretionary) [25-1080](#)

Attachments: [Agreement](#)
[Addendum A](#)

- BO.** Approve and authorize Amendment No. 5 to Agreement No. 170294B with Bode Cellmark Forensics, Inc., to extend the term through June 30, 2028 with no increase in the maximum amount for DNA identification services. (No Fiscal Impact; Discretionary) [25-1108](#)

Attachments: [Agreement.pdf](#)

Silverado Community Services District

- BP.** Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Silverado Community Services District (SCSD). (Fiscal Impact: \$3,334 Net Use of Fund Balance; Silverado Community Services District; Discretionary) [25-1099](#)

Attachments: [SCSD FY25-26 Budget Resolution Schedules 12, 13 and 14](#)

University of California Cooperative Extension

- BQ.** Approve and authorize Agreement No. 8698 with the Regents of the University of California - Agriculture and Natural Resources and Napa County for the term June 24, 2025 to June 30, 2030 to provide extension and education, and to implement programs and activities benefiting residents of the county. (No Fiscal Impact; Discretionary) [25-1153](#)

Attachments: [Agreement](#)

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

County Executive Office

- A.** Introduction and intent to adopt an Ordinance adding Chapter 6.02 to the Napa County Code authorizing inspections of watercraft for invasive mussels at Lake Berryessa. (No Fiscal Impact; Discretionary) [25-1176](#)

Attachments: [Ordinance](#)

Public Works

- B.** Introduction and intent to adopt an Ordinance amending Napa County Code Section 11.28.030 to renew the Airport Manager's authority to execute leases and license agreements at the Napa County Airport. (No Fiscal Impact; Discretionary) [25-1022](#)

Attachments: [Ordinance - clean](#)
[Ordinance - redline](#)

Planning, Building and Environmental Services (PBES)

- C.** Consideration and possible action regarding an appeal filed by Water Audit California (Appellant or WAC) concerning the decisions made by the Napa County Planning Commission on April 2, 2025 for to: (1) find the project categorically exempt from the California Environmental Quality Act and (2) approve Use Permit Major Modification No. P19-00459, Castello Di Amorosa Winery, to recognize and approve items that are out of compliance with the permitted entitlements and for an expansion beyond existing entitlements. (No Fiscal Impact) [25-1090](#)

Attachments: [Attachment A - Appeal Packet](#)
[Attachment B - Applicant Water Information](#)
[Attachment C - Appellant Opposition Letter](#)

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

- A. Appoint Matthew S. Reid to represent the City of Calistoga and choose one of the following applicants to represent the County of Napa on the Napa County Library Commission with a term of office commencing immediately and ending on January 31, 2028. (No Fiscal Impact) [25-525](#)

Lauren D. Muscatine
Marie Paz B. Maurer
Logan Elena Triglia Lavery
Margaret Woodard
Monica G. Conners
Vivian Wehner
Susan Kalman

Attachments: [Reid Application](#)
[Muscatine Application](#)
[Maurer Application](#)
[Lavery Application](#)
[Woodard Application](#)
[Conners Application](#)
[Wehner Application](#)
[Kalman Application](#)
[Resolution - Calistoga](#)
[Letter of Recommendation](#)

County Fire Department

- B. Approve and authorize Agreement No. 260050B with the California Department of Forestry and Fire Protection for a maximum of \$64,676,440 for term July 1, 2025 through June 30, 2028, for fire protection services. (Fiscal Impact: \$64,676,440 Expense; Fire Fund; Budgeted; Mandatory) [25-810](#)

Attachments: [Agreement](#)

Planning, Building and Environmental Services (PBES)

- C. Receive a presentation on the Code Compliance Division's annual update. (No Fiscal Impact) [25-962](#)

11. PUBLIC HEARINGS (continued)**County Executive Office**

- A. Adopt a Resolution adopting the Recommended Budget of the County for Fiscal Year 2025-26; and adopt a Resolution Amending the Table and Index of Classes. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary) [25-1128](#)

(CONTINUED FROM JUNE 17, 2025)

Attachments: [Resolution - County FY25-26 Adopted Budget](#)
[State Schedules 2, 3 and 4 Non-Operating Special Revenue Funds](#)
[State Schedules 12, 13 and 14 Internal Service and Enterprise Funds](#)
[Resolution - Amending Table and Index of Classes](#)

12. CLOSED SESSION

- A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)) [25-1193](#)
Name of Case: Minh Tran v. County of Napa, Napa Superior Court Case No. 23CV001593

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JULY 22, 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, JUNE 20, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-179

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

RECOMMENDATION

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



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-821

TO: Board of Supervisors
FROM: Neha Hoskins, Clerk of the Board
REPORT BY: Paulette Cooper, Deputy Clerk of the Board II
SUBJECT: Proclamations for Napa Valley Grapegrowers' 2025 Grower of the Year and Lifetime Achievement

RECOMMENDATION

Presentation of Proclamations recognizing the Napa Valley Grapegrowers' "2025 Grower of the Year" and "Lifetime Achievement Award" recipients. (No Fiscal Impact)

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Oscar Renteria

2025 Napa Valley Grower of the Year

WHEREAS, each year the Napa Valley Grapegrowers (NVG) presents the **2025 Napa Valley Grower of the Year Award** to a vineyard owner or manager who exemplifies leadership and innovation, a strong commitment to sustainable practices, recognized leadership in agricultural preservation, dedicated community focus and contributions to the Napa Valley community, and someone who actively promotes Napa's reputation for the highest quality vineyards; the **2025** honoree is Board Member **Oscar Renteria**; and

WHEREAS, born and raised in St. Helena, **Oscar** received his Bachelor of Science degree in Business Administration from St. Mary's College in 1989. **Oscar** is a loving husband to Denise Renteria, and together they have three daughters: Isabella, Mia, and Gabriella. Alongside his wife, Denise, he has been instrumental in hosting the "Harvest STOMP" to help raise funds and support for both the Napa Valley Grapegrowers and the Napa Valley Farmworker Foundation; and

WHEREAS, **Oscar** is known for his personable sense of humor and his ability to lighten up any situation. He is a dedicated and passionate individual with a deep interest in all aspects of the business. **Oscar** firmly believes that success is built on strong relationships and goes above and beyond to ensure that his team feels valued and supported. His commitment is evident in the time, energy, and resources he invests into fostering a positive and thriving company culture. His hospitable nature, combined with his skill in cultivating long-term relationships, has earned him widespread respect within the Napa Valley wine community. Whether he's mentoring young entrepreneurs or collaborating with seasoned industry leaders, **Oscar's** influence is both far-reaching and genuine. These traits, along with his strong work ethic, make him a distinctive and influential figure in his industry, one who leaves a lasting impact on everyone he encounters; and

WHEREAS, **Oscar's** community contributions include his generous donations to numerous nonprofit organizations throughout the valley where the mission focuses to further the education of farm workers and support their families. Among the notable organizations benefiting from his philanthropy are Blue Oak School and the Napa Valley Community Foundation. **Oscar** helps empower community members involved in farming by providing opportunities for education and career advancement, positively impacting their lives and career goals. These funds play a key role in enhancing educational opportunities and fostering growth within the local community; and

WHEREAS, **Oscar's** dedication to NVG and the future of Napa Valley agriculture and grape growing is truly remarkable. His leadership and unwavering commitment make him an invaluable asset to the industry. He is deeply invested in the success of the valley and will continue to be a driving force in shaping its future.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 24th day of June **2025**, does hereby congratulate **Oscar Renteria** for being selected as the **2025 Napa Valley Grower of the Year**, and we join the Napa Valley Grapegrowers in honoring **Oscar** for his accomplishments and contributions to the greater Napa County community.

Anne Cottrell, Chair

Amber Manfree, Vice Chair

Joelle Gallagher, District 1

Liz Alessio, District 2

Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS



Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

William Thomas Hanna

2025 Napa Valley Grapegrowers Lifetime Achievement Award

WHEREAS, the Napa Valley Grapegrowers (NVG) recognize those individuals who exemplify the principles of stewardship, collaboration, and excellence — qualities that define Napa Valley winegrowing. It is with great admiration that the **2025 NVG Lifetime Achievement Award** is presented to **William Thomas Hanna**, in recognition of his enduring contributions that have shaped the land, enriched the community, and advanced the future of viticulture; and

WHEREAS, born in Oakland to John Muir and Virginia Hanna, **William** moved with his family to Napa in 1950, where he was raised on a 100-acre ranch. He is married to Claudia Hanna, and together they are the proud parents of Michael and Kristin. As a fifth-generation California farmer, **William** continues his family's tradition of nurturing 45 acres of land with a commitment to sustainability; and

WHEREAS, **William** earned a Bachelor of Science in Chemistry with a minor in Geology from the University of the Pacific and pursued graduate studies in radiochemistry, geology, and management at CSU Sacramento. During his 26 years in the U.S. Air Force, he received specialized training in nuclear physics, electronics, and statistics, and completed the Air War College and Air-Command and Staff College; and

WHEREAS, **William** is the current co-owner of Muir-Hanna Vineyards and previously owned and operated Hanna Vineyards Inc. A founding member of NVG, **William's** family has been involved since its inception, and he has served the organization with distinction, including nine years as a director and his current position on the Industry Issues Committee. His leadership and advocacy within NVG have been integral to the success of the industry; and

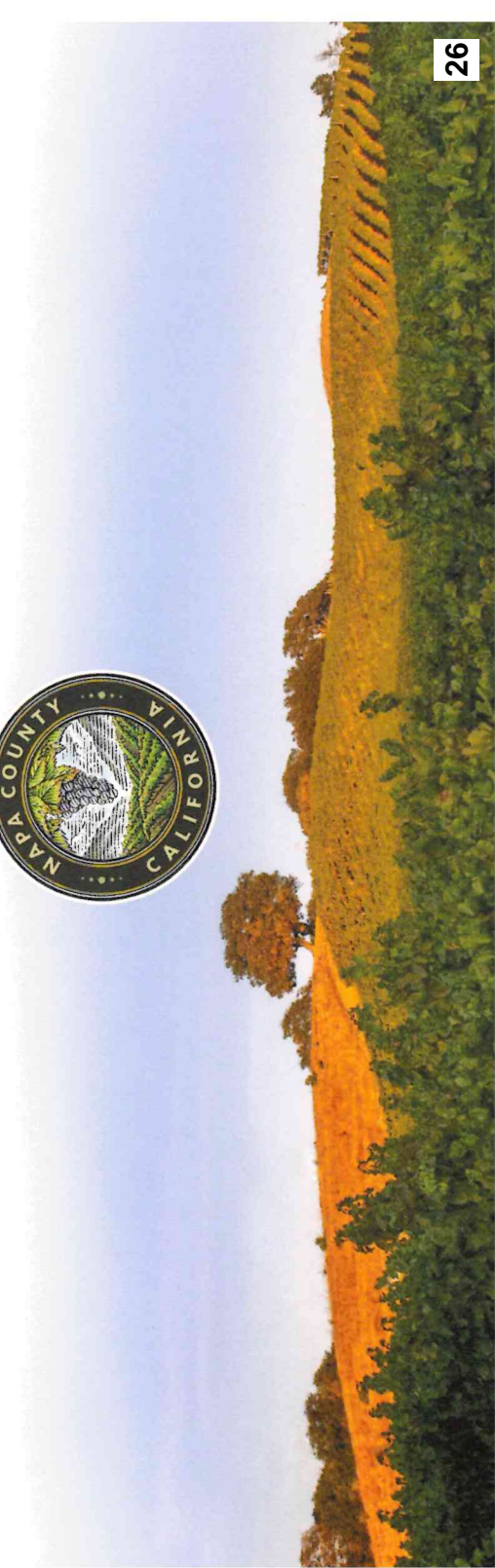
WHEREAS, **William** has led efforts in farmworker housing, educational mentoring, and environmental sustainability, shaping policies that protect the Agricultural Preserve and guide winery operations. His advocacy for clean air and water has bolstered the region's environmental integrity. Additionally, he served 12 years as an advisor to the Bay Area Air Quality Management District; and

WHEREAS, **William** is a lifelong learner, environmental steward, and devoted leader. In addition to his professional accomplishments, he is active in music ministry and church leadership, with personal passions that include gardening, ecology, hiking, and woodworking.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 24th day of June 2025, does hereby extend its heartfelt congratulations to **William Thomas Hanna** for being awarded the **2025 Napa Valley Grower Lifetime Achievement Award**. We stand united with the Napa Valley Grapegrowers in honoring **William** for his unwavering dedication, invaluable contributions, and lasting impact on the Napa County community and the winegrowing industry.

<div>Anne Cottrell, Chair</div> <div>Amber Manfree, Vice Chair</div>	
Joelle Gallagher, District 1	Belia Ramos, District 5
Liz Alessio, District 2	

NAPA COUNTY BOARD OF SUPERVISORS





Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1051

TO: Board of Supervisors
FROM: Neha Hoskins, Clerk of the Board
REPORT BY: Paulette Cooper, Deputy Clerk of the Board II
SUBJECT: Proclamation recognizing Kate Miller

RECOMMENDATION

Recognize Kate Miller for her service and contributions as Executive Director for Napa Valley Transportation Authority. (No Fiscal Impact)

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Kate Miller

WHEREAS, **Kate Miller** began her remarkable public service career in 2000 at the Metropolitan Transportation Commission, where she developed expertise in transit capital planning, and went on to hold leadership positions at AC Transit and the Napa Valley Transportation Authority (NVRTA), where she has served with distinction as Executive Director from 2012 to 2025; and

WHEREAS, over her 30-year career, **Kate** has demonstrated visionary leadership and an unshakable commitment to sustainable, equitable transportation. Under her guidance, NVRTA evolved into a dynamic agency, delivering transformational projects and building strong regional partnerships that have improved mobility, access, and quality of life for the people of Napa County and beyond; and

WHEREAS, **Kate's** impact is reflected in projects such as the \$56 million Socol Junction Interchange, the \$40 million Vine Transit Maintenance Facility, and the passage of Measure U—a \$1.2 billion investment in local roads supported by 72% of voters. Her innovative funding strategies and tireless advocacy have brought major improvements to both regional infrastructure and public transit services; and

WHEREAS, **Kate** has overseen the Vine Transit system, which provides over 600,000 rides annually, connects Napa County to the broader Bay Area, and has provided emergency response during major wildfires and the COVID-19 pandemic. She played a critical role in extending the Napa Valley Vine Trail and securing funding to support zero-emission transit solutions for a more resilient future; and

WHEREAS, **Kate** has also served in prominent roles regionally and statewide, including Chair of the Bay Area Partnership Board, member of the California Transit Transformation Task Force, and leader within the California Transit Association. Her leadership, insight, and collaborative spirit have left a lasting imprint on transportation policy throughout California; and

WHEREAS, **Kate** is admired for her brilliant mind, sharp wit, and unparalleled ability to turn bold ideas into funded, effective solutions. Known for her love of grammar, deep knowledge of Bay Area roadways, and her skill in the kitchen, **Kate** is also a dedicated wife to Greg, a proud dog mom to Lilly, a beloved aunt, and a trusted friend and colleague; and

WHEREAS, **Kate's** tenure at NVRTA has left an indelible mark on Napa County's transportation landscape, and her passion for public service, creative problem-solving, and collaborative leadership will continue to inspire future generations of transit professionals.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 24th day of June 2025, does hereby recognize and commend **Kate Miller** for her years of outstanding public service, lasting contributions to the Napa Valley and the Bay Area, and her unwavering commitment to advancing sustainable and innovative transportation solutions.

Thank you, **Kate**—for your service, your leadership, and your heart. May your retirement be filled with joy, rest, great meals, and the many adventures still to come.

Anne Cottrell, Chair

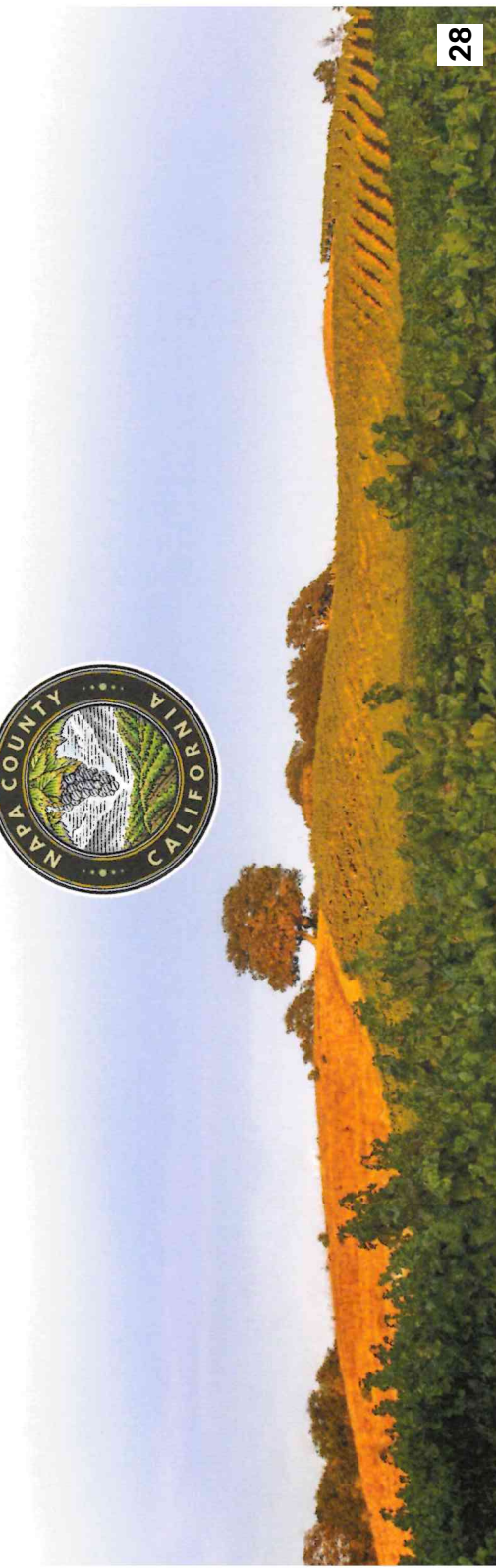
Amber Manfree, Vice Chair

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Liz Alessio, District 2

Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS





Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1169

TO: Board of Supervisors
FROM: Tracy Schulze - Auditor-Controller
REPORT BY: Georgina Panganiban - Deputy Auditor-Controller
SUBJECT: Fiscal Year 2025-26 Budget Carry Forward for Continued Projects and Related Contract Encumbrances and Purchase Orders

RECOMMENDATION

Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2025. (Fiscal Impact: Revenues of \$19,614,335, Expenditures of \$79,041,970, Various Funds, Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

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

Attachment A provides a listing of approved Purchase Orders using the Fiscal Year 2024-25 budget, for which the goods have not been received in the current Fiscal Year, in the amount of \$1,802,587. Funds for these purchase orders have been encumbered through the purchase order approval process and will flow into the following year.

Attachment B provides a listing of current Capital Improvement Projects and non-capital projects with related contracts to be rolled over to the new fiscal year, in the amount of \$77,239,383. Revenues of \$19,614,335 listed are not yet received and will be carried forward budgeted amounts to be received in the following year. The remainder of funds needed for these projects have already been restricted through the project approval or contract encumbrance process and will flow into the following year.

None of the items listed on these attachments were included in the Fiscal Year 2025-26 budget. Once all June invoices are paid, these amounts will be adjusted, and the final carry forward budgets will be determined. The Auditor-Controller will provide a final listing as part of the year-end letter for the ratification of the final

appropriations to be carried forward.

Requested Action:

Approve and authorize the carry forward budget amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed, and encumbrances for approved purchase orders with goods not received as of June 30, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenue sources include planned use of fund balance, grants, or other revenue sources specifically related to these items. Please see Attachment A and B for a detailed listing.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the continuation of work on these projects in Fiscal Year 2025-26.
Is the general fund affected?	No
Future fiscal impact:	Carry forward budgets and appropriations are needed for encumbrances and commitments entered into during the current fiscal Year or prior year that have not been completed or fulfilled by June 30, 2025. These projects have not been re-budgeted as part of the 2025-26 adopted budget.
Consequences if not approved:	Failure to approve the carry forward budgets will impede the smooth operation of continuing active projects and cause a delay in getting contractors/vendors paid timely.

ENVIRONMENTAL IMPACT

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

County of Napa
Estimated Purchase Order Carryforward Listing
June 30, 2025

Attachment A

PO Number	Fiscal Year	Description	Open Amount	Vendor Name	Department
25001397	2025	POLICE, PRISON AND SECURITY ACCES	\$24,024.12	IDEMIA IDENTITY & SECURITY USA LLC	Corrections
24002365	2024	WH Webgear (small-XLarge)	\$23,376.89	WESTERN FIRE SUPPLY	Fire Protection
24001926	2024	WH Wildland Jackets	\$9,428.13	L.N. CURTIS & SONS	Fire Protection
24001467	2024	WH Nomex 360 Yellow Helmet	\$11,022.83	MAINTENANCE SUPPLIES	Fire Protection
24000586	2024	#21 Skeeter EV/IHC 1750 Water Tende	\$570,993.42	GOLDEN STATE FIRE APPARATUS/PIERCE	Fire Protection
24000524	2024	WH Webgear (small-XLarge), hydratio	\$24,179.10	WESTERN FIRE SUPPLY	Fire Protection
23001266	2023	Skeeter Type 6 Patrol Engine for Static	\$347,061.72	GOLDEN STATE FIRE APPARATUS/PIERCE	Fire Protection
25001622	2025	SSSD Career Center Reconfiguration	\$7,880.58	TROPE GROUP INC	Health & Human Services Agency
24001195	2024	Mobile Outreach Vehicle	\$744,194.78	LDV CUSTOM SPECIALTY VEHICLES	Health & Human Services Agency
25001497	2025	DHHS 3 Offices	\$12,498.99	TROPE GROUP INC	Housing and Community Services
25000837	2025	SkyLine sensory room furniture	\$19,114.87	PINEAPPLE CONTRACTS INC	Probation
25001620	2025	Napa Jail - Breakroom Appliances	\$8,811.97	ONE WORKPLACE L. FERRARI, LLC	Public Works
Total Approved PO Carryforward			<u>\$1,802,587.40</u>		

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
General Fund - Public Works Projects						
1000	1220500	05001 (MST Reclaim Water)	\$ 183,885	\$ 183,885		\$ -
1000	1220500	05002 (Angwin Water Study)	228,352	228,352		-
1000	1220500	07002 (Oakville-Knowl Sediment Plan)	1,118,009	1,118,009		-
1000	1220500	10005 (Water Conservation Program)	31,512	31,512		-
1000	1220500	11012 (Measure A-Lake Berryessa)	1,281,455	1,281,455		-
			2,843,213	2,843,213		-
Library						
2020	2020501	25028 (Napa Library Maintenance)	-	96,363	250313B Nacht & Lewis Architects, Inc.	85,564
2020	2020502	25017 (Am Can Library Remodel 2024-2025)	-	19,622		
			-	115,985		85,564
Roads						
2040	2040500	06004 (Flood Disaster Road Repairs)	-	36,415		
2040	2040500	10002 (Devlin Road Segment E)	-	226,245	230000B Brightview Landscape Services Inc	2,382
					250053B Sanchez Brothers Landscaping Inc	6,000
2040	2040500	14009 (Dry Creek Bridge -Dry Creek)	3,879,303	9,652,496	170635B Biggs Cardosa Associates	124,745
					240278B ADKO ENGINEERING, INC.	16,328
					250223B Bureau Veritas North America Inc	1,229,596
					250403B Gordon N. Ball, Inc	6,331,821
					230262B Christopher A. Marusich and Michelle F. Del Rosario	169,600
2040	2040500	14010 (Chiles Creek Bridge-Pope Valle)	-	1,559,873	170727B Biggs Cardosa Associates	144,806
					240283B Bureau Veritas North America Inc	255,124
					240254B GORDON N. BALL, INC.	8,844
2040	2040500	16003 (Garnett Bridge at Greenwd Ave)	276,811	198,903	190001B Biggs Cardosa Associates, Inc.	145,337
2040	2040500	16017 (Greenwood EMRM)	-	30,367		
2040	2040500	20035 (Buhman Bridge)	-	40,208	220105B Pat Nelson Construction Inc.	32,468
2040	2040500	21060 (Soscol Ferry Rd at Devlin Rd Intersection Ro	-	42,914	250176B G.H.D. INC.	26,577
2040	2040500	21069 (BK FLAP 2)	-	53,000		
2040	2040500	22003 (HSIP Cycle Striping Project)	-	287,200		
2040	2040500	22005 (2021 Storm 1730 Silverado Trail)	-	61,301		
2040	2040500	22012 (Campbell Creek Culvert)	-	197,285	220242B Stantec Consulting Services, Inc.	89,747
2040	2040500	22030 (Berryessa Estate Paving)	-	20,401		
2040	2040500	22031 (Berryessa Highlands Paving)	-	221,968		

County of Napa

Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
2040	2040500	22042 (HSIP Cycle 11)	-	98,549	240422B Bargas Environmental Consulting LLC	5,537
2040	2040500	23006 (2023 Annual Guardrail Repairs)	1,046,000	1,473,959	230084B ADKO Engineering, Inc.	277,436
					240278B ADKO ENGINEERING, INC.	36,130
					250437B Valentine Corporation	763,369
2040	2040500	23007 (Redwood Road Seal)	-	13,637		
2040	2040500	23008 (Old Howell Mt Rd Seal)	-	14,967		
2040	2040500	23009 (Wooden Valley Road Seal)	-	14,967		
2040	2040500	23026 (Monticella Area Paving)	-	316,066		
2040	2040500	23029 (Napa Valley Vine Trail Resurfacing)	-	296,848		
2040	2040500	23031 (2023 Road Striping Maintenance)	-	1,019		
2040	2040500	23033 (Dry Creek Rd. MPM 11.6)	-	164,549	230190B Miller Pacific Engineering Group	2,102
2040	2040500	23034 (Lawley Toll Rd. MPM 2.50)	-	91,563		
2040	2040500	23035 (Mt. Veeder Rd. MPM 3.75)	-	49,601	230190B Miller Pacific Engineering Group	4,000
2040	2040500	23037 (Mt. Veeder Rd. MPM 3.99)	-	310,460	230190B Miller Pacific Engineering Group	1,287
					230388B Miller Pacific Engineering Group	1,306
2040	2040500	23038 (Steele Canyon Rd. MPM 6.4)	-	261,793	230190B Miller Pacific Engineering Group	2,356
					230321B Miller Pacific Engineering Group	10,965
2040	2040500	23039 (Redwood Rd. MPM 4.5)	-	48,811		
2040	2040500	24007 (Pope Valley Road Resurfacing)	-	13,637		
2040	2040500	24008 (Ink Grade Road Resurfacing)	-	387,996		
2040	2040500	24012 (NV Vine Trail Yountville-St. Helena)	-	2,471,981	240200B KIMLEY-HORN AND ASSOCIATES, INC	232,161
2040	2040500	24015 (HSIP Cycle 11 Intersection Improv.)	-	299,042	230190B Miller Pacific Engineering Group	1,000
					250052B Bellecci & Associates	156,775
2040	2040500	24017 (2024 Annual Bridge Repairs)	-	140,929	210324B G.H.D. INC.	27,459
					240388B Ashron Construction and Restoration, Inc.	10,480
2040	2040500	24020 (Butts Canyon Road Resurfacing)	-	79,347	250050B Team Ghilotti Inc.	5,600
2040	2040500	24021 (North Napa Crossroads Paving)	-	84,834	240285B G.H.D. INC.	18,550
2040	2040500	24025 (South County Paving)	-	747,073	210324B G.H.D. INC.	34,725
					230190B MILLER PACIFIC ENGINEERING GROUP	8,414
2040	2040500	24030 (Zinfandel Approach Scour)	-	330,345	240278B ADKO ENGINEERING, INC.	34,230
					250307B Pomilia Civil	8,362
2040	2040500	24033 (MT Solano Ave-Big Ranch Rd. Pavement)	-	259,468		
2040	2040500	24034 (Deer Park Region and West Zinfandel Paving)	-	148,033	240426B G.H.D. Inc.	56,340
2040	2040500	25007 (HSIP 12)	-	58,409		
2040	2040500	25008 (Redwood Road 2.3 Repair Wall)	-	267,055		
2040	2040500	25010 (Pueblo Pocket Sewer/Roadway Rehab)	-	693,408		

County of Napa

Estimated CIP & Non-CIP Carryforward detail listing

June 30, 2025

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
2040	2040500	25011 (Conn Valley Bridge)	(4,027)	-		
2040	2040500	25013 (2025 Annual Guardrail Repair)	462,666	490,348	250426B Duckhorn Wine Company	285,555
2040	2040500	25014 (2025 Minor Bridge Repairs)	-	306,839	240278B ADKO ENGINEERING, INC.	77,138
2040	2040500	25015 (Upper Partrick Road Rehabilitation)	-	970,466		
2040	2040500	25016 (Bridge Preventive Maint. Program)	-	193,358		
2040	2040500	25020 (Annual Striping Maintenance)	-	287,053		
2040	2040500	25021 (Mt. Veeder Rd. MPM 3.5)	-	496,702	250321B ADKO ENGINEERING, INC.	262,509
2040	2040500	25022 (Mt. Veeder Rd. MPM 5.2)	-	1,209,209	250322B ADKO ENGINEERING, INC.	177,340
2040	2040500	25023 (South Kelly Road Paving)	-	67,956	250311B City of American Canyon	48,838
2040	2040500	25024 (Cutting Wharf Road Paving)	3,506,720	3,620,034	230190B Miller Pacific Engineering Group	7,500
					250432B O.C. Jones & Sons, Inc.	2,743,100
2040	2040500	25026 (East County Roads Paving RDS 25-11)	-	45,068		
2040	2040500	25029 (Tower Road Paving)	-	128,612	250311B City of American Canyon	75,175
2040	2040500	25030 (Gordon Valley Road Paving, RDS 25-1)	-	31,981		
2040	2040500	25031 (Cutting Wharf Boat Launch Paving)	-	14,962		
2040	2040500	25033 (Redwood Road 2.3)	-	1,439,788	250354B ADKO ENGINEERING, INC.	181,064
2040	2040500	25034 (Rossi Road Bridge)	-	1,810,932	250353B ADKO ENGINEERING, INC.	180,646
2040	2040500	25035 (Ridgecrest Drive)	-	1,454,779	250352B ADKO ENGINEERING, INC.	176,631
2040	2040500	25036 (2025 Storm debris clean/sml. Slides)	-	992,198	250363C TOBY'S TRUCKING INC	218,754
2040	2040500	25038 (Mount Veeder 1.2)	-	1,196,527	250359C POMILIA CIVIL	14,431
2040	2040500	25039 (Berryessa Knoxville 4.0)	-	791,987	250364C BENCHMARK CIVIL CONSTRUCTION, INC.	438,126
2040	2040500	25042 (Road paving (various))	-	50,000		
2040	2040500	25044 (Napa Valley Vine Trail Vista)	-	24,807		
2040	2040500	25045 (Culvert on Madison Street)	-	250,000		
2040	2040500	25047 (Trancas Paving)	-	40,000		
2040	2040500	25052 (Lynn Drive Paving)	-	75,000		
2040	2040500	97001 (Oakville Bridge)	-	494,103		
2040	2040500	R8020 (Partrick Road Bridge MPM 00.88)	-	250,817	240278B ADKO ENGINEERING, INC.	11,684
2040	2040500	R8390 (Manley Lane)	-	19,822		
2040	2040500	S7312 (Dry Creek Road-MPM 9.75)	-	292,625	230084B ADKO Engineering, Inc.	318
2040	2040500	S7315 (Redwood Rd - MPM 5.76)	-	104,582	240278B ADKO ENGINEERING, INC.	8,941
2040	2040500	S9101 (555 Wall Road)	-	49,338		
2040	2040500	S9102 (Livermore Road-MPM 1.25)	-	148,670		
2040	2040500	S9103 (Oakville Grade mpm 1.35)	-	406,386	210080B MGE Engineering Inc.	71,486
					240400B Miller Pacific Engineering Group	49,999
			9,167,472	39,521,872		15,311,194

County of Napa
 Estimated CIP & Non-CIP Carryforward detail listing
 June 30, 2025

	Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
<u>Fire</u>				
2100 2100500 24031 (Yountville Fire Station Bathrooms)	-	459,471	220317B Nacht & Lewis Architects, Inc.	12,331
	-	459,471		12,331
<u>Public Ways & Facilities SRF</u>				
2440 1220060 Measure A - Unincorporated	80,000	2,843,213		-
	80,000	2,843,213		-
<u>Capital Projects</u>				
3000 3000505 13025 (Jail Replacement Project)	-	70,287		-
3000 3000560 17015 (ADA Transition Plan)	-	93,345		-
3000 3000550 18002 (Pavement Maintenance)	-	24,753		-
3000 3000560 19002 (Bear Creek Tributary)	8,392	7,239		-
3000 3000505 19005 (New Jail)	3,202,673	4,877,576	200212B Vanir Construction Management, Inc.	225,453
			230267B BROWARD BUILDERS, INC.	116,082
			250329B One Workplace L. Ferrari, LLC	447,831
			250349C Anchor Relocation Service Inc	51,836
3000 3000505 19006 (New Jail (Offsite))	-	373,883	230267B BROWARD BUILDERS, INC.	144,050
			200212B Vanir Construction Management, Inc.	251
3000 3000550 20024 (Sullivan Lot Redesign & Resurface)	-	18,546		
3000 3000550 21070 (1127 First HVAC Replacement)	-	6,685,587	250327B Kirby Constructions Company, Inc.	4,886,667
3000 3000504 22008 (South Campus Bldg A&B Maintenance)	-	7,453,959	240311B Nacht & Lewis Architects, Inc.	156,783
			250205B Bridges Construction, Inc.	142,930
3000 3000560 22028 (Coutywide Security Projects)	-	494,442	240106C Bay Alarm Company	2,348
3000 3000560 22035 (EOC Emergency Generators)	-	49,625		
3000 3000505 23013 (Jail Transition Project)	-	514,113	220317B NACHT & LEWIS ARCHITECTS, INC.	19,080
			250371B MVP Construction LLC	238,313
3000 3000503 23016 (JJC Improvements)	-	367,158	250386B GSP Construction Inc.	185,124
3000 3000504 23018 (So Campus Bldg #4 HVAC Upgrades)	-	131,378		
3000 3000503 23021 (JJC Security System)	-	141,720		
3000 3000560 23045 (Facilities Space Plan and Plan Dev.)	-	99,982	250198B LPA, Inc.	77,018
3000 3000560 24001 (Countywide ADA)	-	1,769,959		
3000 3000501 24002 (SO-Records Communication Box)	-	120,616		
3000 3000500 24006 (Board Chambers A/V Upgrade)	-	48,838		
3000 3000560 24011 (Enterprise Data Mgmt. Solutions)	-	118,954	240184B INFOVERITY, U.S., INC	7,000

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
3000	3000500	24026 (Admin Building Emergency Sewer Line)	-	91,820		
3000	3000504	24027 (Crisis Stailization Napa B5_497)	-	297,406	240326B T.L.C.D. ARCHITECTURE	282,265
3000	3000560	24028 (Atlas Peak Generator Replacement)	-	48,634		
3000	3000560	25001 (HVAC & Roof Repairs)	-	148,927		
3000	3000560	25002 (Major Carpet Replacements)	-	150,000		
3000	3000560	25003 (Generator Repair and Replacement)	-	200,000		
3000	3000560	25004 (Skyline Park Acquisition)	-	21,791	210324B G.H.D. Inc.	3,351
					250355C Unico Engineering Inc.	18,693
3000	3000560	25005 (Reentry Facility Acquisition)	-	676,712	220317B NACHT & LEWIS ARCHITECTS, INC.	49,991
3000	3000550	25018 (Mt. St. Helena Tower Replacement)	-	191,283	220317B NACHT & LEWIS ARCHITECTS, INC.	93,360
3000	3000503	25019 (JJC Building Maintenance)	-	118,613	250299B Nacht & Legis Architects, Inc.	100,602
3000	3000560	PM000 (Repair & Replacement (Small Proj.))	-	129,066		
3000	3000550	25050 (HHSA Behavioral Health Treatment Center)	-	300,000		
			3,211,066	25,836,211		7,249,027
Airport						
5010	5010500	24003(Twy K-Rwy 19R Apron Reconstruction)	4,392,584	4,845,143	240342B MEAD & HUNT INC	371,867
					240362B O.C. Jones and Sons, Inc.	4,199,680
5010	5010500	24032 (Fuel Farm Improvement)	-	617,471	240127B Roundtable Technical Resources, LLC	19,000
					240399B American Environmental	493,842
					250195D MCK Americas, Inc.	13,992
5010	5010500	25025 (Runway 6-24 PCC Joint Rehab)	-	28,679	250309B Mead & Hunt Inc	28,206
5010	5010500	25040 (North GA Ramp Reconstruction)	-	475,334	250360B Mead & Hunt Inc	467,667
			4,392,584	5,966,628		5,594,255
5th Street Parking Garage						
5020	5020500	PKG00 (Uncommitted Project Funds)	-	80,512		
5020	5020500	25027 (5th Street Garage Maintenance)	-	169,294	250313B Nacht & Lewis Architects, Inc.	128,346
			-	249,806		128,346
Animal Shelter						
5040	5040500	ANS00 (Uncommitted Project Funds)	-	76,601		
			-	76,601		-
Total CIP Appropriations/Revenue Carryforward			\$ 19,614,335	\$ 74,610,316	Total CIP Contract Balances to Carryforward	\$ 28,368,385

County of Napa
Estimated CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

	Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
Non-CIP Carryforward detail listing				
3000 -Capital Projects - Project 20ERP				
3000 3000560 20ERP (County Finance & HR ERP System)	-	2,629,068	200281B TYLER TECHNOLOGIES, INC.	509,792
	-	2,629,067.6		509,792.4
Total Non-CIP Appropriations/Revenue Carryforward	\$ -	\$ 2,629,068	Total Non-CIP Contract Balances to Carryforward	\$ 509,792
Grand Total Appropriations/Revenue Carryforward	\$ 19,614,335	\$ 77,239,383	Total Contract Balances to Carryforward	\$ 28,878,178



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: 6/24/2025

File ID #: 25-1077

TO: Board of Supervisors
FROM: Douglas Durward - Director of Child Support Services
REPORT BY: Hector Plancarte - Staff Services Manager
SUBJECT: Approval to sign renewal of the Plan of Cooperation

RECOMMENDATION

Approve and authorize the Director of Child Support Services to sign the renewal of the Plan of Cooperation with the Superior Court of California, County of Napa for the term of July 1, 2025, through July 1, 2027, defining the respective roles and responsibilities of each entity. (No Fiscal Impact)

BACKGROUND

As required and outlined by Assembly Bill 1058 and sections 45 of Family Code 302.34 and 303.10, the Plan of Cooperation (POC) delineates the duties between the Napa County Department of Child Support Services (CSS) and the Napa Superior Court (Court). Costs incurred by the Court in performing IV-D services are funded under the agreement between the California Department of Child Support Services and the Judicial Council of California.

The POC serves to establish the separate and mutual responsibilities of CSS and the Court. Revisions from the previous POC include enhanced collaboration to provide parties direct access to IV-D enrollment information, makes minor grammatical revisions, and establishes an initial term ending July 1, 2027, with automatic renewal for an additional two-year term.

Requested actions:

1. Approval and authorization for the Director of Child Support Services to sign the POC between CSS and the Court.
2. Grant the Director of Child Support Services the authority to approve future amendments to this POC, provided that any such amendment does not materially alter the nature of the services to be provided or increase

the maximum compensation available under this POC.

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.

PLAN OF COOPERATION
BETWEEN
NAPA LOCAL CHILD SUPPORT
AGENCY AND NAPA LOCAL COURT

PLAN OF COOPERATION
Between
LCSA AND COURT

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PLAN OF COOPERATION
Between
LCSA AND COURT

1. PURPOSE

Assembly Bill 1058 (AB 1058), signed in 1996, established the Child Support Commissioner and Family Law Facilitator Program. The purpose of this legislatively mandated statewide program is to provide a cost-effective, expedited, and accessible process in the courts for establishing and enforcing child support orders in cases being enforced by local child support agencies. This mandate requires each superior court to have a child support commissioner to hear Title IV-D child support cases and to maintain an Office of the Family Law Facilitator to assist self-represented litigants. Title IV-D of the Social Security Act (42 U.S.C. § 601 et seq.) provides that each state shall establish and enforce support orders when public assistance has been expended or upon request for services by a parent.

AB 1058 provided for streamlined procedures in the courts and dedicated child support staff. The two (2) major elements of the AB 1058 Program are the Child Support Commissioner (CSC) component, and the Family Law Facilitator (FLF) component which were established in each court.

The purpose of this Plan of Cooperation (POC) is to describe the distinct roles and responsibilities to be performed by the local child support agency and the local court as each entity complies with its respective duties under Family Code sections 4250 - 4253 and 10000 – 10015, collectively also known as the AB 1058 Program.

This POC in no way shall abridge or infringe on the separate role of the court in exercising its duties over the application of the law in matters put before the court in individual cases. However, each party agrees to comply with Title IV-D and all implementing federal and state regulations and requirements promulgated thereunder.

2. AUTHORITY

The authority for the parties to enter into this POC is 42 USC § 654(7), 45 CFR § 302.34 and 45 CFR § 303.107.

This POC is entered into by and between the Napa County Department of Child Support Services (LCSA) and the Napa Superior Court of California (Court). LCSA and Court are hereinafter referred to collectively as the “Parties” and individually as “Party”.

PLAN OF COOPERATION

Between LCSA AND COURT

This POC and any amendments must be approved by the Director of the California Department of Child Support Services (DCSS Director) pursuant to Family Code § 17304(b) and (c) and will be approved as to form by the Judicial Council's AB 1058 Program Manager.

Each Party shall appoint a person to serve as the official contact and coordinator of the activities of each Party in carrying out this POC. In the event of a change of contact person, the Party shall promptly notify the other Party of the new contact. The initial appointees of each Party are:

Court:

Trina Edwards – Trina.Edwards@napa.courts.ca.gov

LCSA:

Douglas Durward – Douglas.Durward@countyofnapa.org

3. STANDARDS FOR PERFORMANCE

Pursuant to 45 CFR § 303.107(b) and 45 CFR § 305.63, and upon adequate grant funding sufficient to meet staffing needs, the Parties to this POC agree to maintain an organizational structure and sufficient staff to maximize compliance with all Title IV-D performance standards, including time frames as defined in all relevant federal and state laws and regulations.

4. RESPONSIBILITIES

4.1. LCSA Responsibilities

The LCSA agrees to the following:

4.1.1. Contribute to maximizing compliance with case processing time frames established by all relevant federal and state laws and regulations by:

- a. Promptly preparing the initial case and forwarding legal documents relating to the functions to be performed to the Court or other destinations as appropriate.
- b. Monitoring and managing workflow to minimize intermittent backlogs and/or extraordinary increases in the volume of documents submitted to Court.
- c. Maintaining sufficient legal staff to make all court appearances on Title IV-D issues.
- d. Making timely requests for court reporters and/or interpreters for court hearing appearances.

PLAN OF COOPERATION

Between LCSA AND COURT

- 4.1.2. Prepare and file legal documents, electronically where available, with the court.
- 4.1.3. Track cases, and actions within cases, including maintaining records of documents forwarded to the Court and documents returned from the Court.
- 4.1.4. Request that all hearings for child support matters are calendared for hearing by the Court's Child Support Commissioner(s) when the Commissioner(s) is/are available.
- 4.1.5. Prepare and submit orders and judgments promptly for signature by the Court's Child Support Commissioner(s).
- 4.1.6. Send electronic versions of data to the Court for those documents that may be electronically filed (e-filed).
- 4.1.7. Assist, where appropriate, the Family Law Facilitator in providing education and training regarding the Title IV-D child support program.
- 4.1.8. Ensure that case workers and attorneys complete annual training including but not limited to changes to federal and state child support law, rules of evidence, caselaw, the Uniform Interstate Family Support Act (UIFSA), and the calculation of child support using the Child Support Enforcement (CSE) Guideline Calculator.

4.2. Court Responsibilities

- 4.2.1. Oversee the selection and appointment of the Court's Child Support Commissioner(s) and Family Law Facilitator(s). Supervise the Court's Child Support Commissioner(s).
- 4.2.2. Ensure Title IV-D child support actions brought before the Court's Child Support Commissioner(s) have priority over other case types pursuant to Family Code § 4252.
- 4.2.3. To the extent required by law, Family Code § 7643, and California Rules of Court, rule 2.540, provide LCSA with electronic access to confidential and public records for child and spousal support, parentage, dissolution, legal separation, nullity of marriage, child custody proceedings, and domestic violence prevention proceedings.

PLAN OF COOPERATION

Between LCSA AND COURT

- 4.2.4. Work with the LCSA to develop and implement filing and processing standards for all documents filed with the Court by the LCSA in Title IV-D cases, including electronic filing where available.

The time processing standard should not exceed ten (10) Court days.

If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform the LCSA within fourteen (14) calendar days of the delay. If the delay is due to a lack of sufficient funding for the program, the Court will work with the LCSA to develop a plan to support timely filing of child support documents to the extent possible based on the Court's level of grant funding to meet staffing needs.

- 4.2.5. Provide court calendar time to meet 42 USC § 666(a)(2), 45 CFR § 303.4, and Family Code § 17400(c) processing timeframes, specifically:

- a. That the Court assigns a hearing date within three (3) to five (5) Court days of the filing of moving papers that require a hearing unless a later date is requested by the LCSA, other party to the case, or as otherwise granted or ordered by the Court.
- b. The assigned Court dates shall not exceed sixty (60) calendar days from the date of the filing of the moving paper unless an extension is requested by the LCSA or as otherwise granted or ordered by the Court.
- c. In the event of a change to the Court's weekly hearing schedule or weekly calendar which results in more than three (3) "dark" or non-operational court days in a month, the Court shall provide the Local Child Support Agency with a minimum of 30 days' notice. Where the Court is unable to meet this timeframe, due to circumstance beyond the Court's control, the Court shall provide notice as soon as the circumstance is known.
- d. If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, within thirty (30) calendar days, the Court will inform and work with the LCSA to develop a plan for meeting the timeframes outlined in subsections a and b, above, or in the alternative, agree to different specified timeframes that meet the needs of the program and with which the Parties to this agreement can comply.

- 4.2.6. Ensure that the Court's Child Support Commissioner(s), Family Law Facilitators, and support staff, including clerical staff, as appropriate, complete appropriate training as prescribed by the Judicial Council of California. Such training shall include but not be limited to the Child Support Enforcement (CSE) Guideline Calculator practices.

PLAN OF COOPERATION

Between LCSA AND COURT

- 4.2.7. Ensure that the Court's Child Support Commissioner(s) fully comply with Family Code §§ 4056 and 4065 and California Rules of Court, rule 5.260(b) by entering explanations for deviations from guideline calculations into the case record.
- 4.2.8. The Court shall refer all Title IV-D actions or proceedings filed by any party or attorney other than the LCSA to a Child Support Commissioner unless the Child Support Commissioner is not available due to exceptional circumstances, as prescribed by California Rules of Court, rule 5.305.
- 4.2.9. Provide information regarding access to and availability of the Family Law Facilitator services in the Court including but not be limited to: hours of operation, appointment services, and contact details.
- 4.2.10. Consistent with Cal. Fam. Code Sec. 4014, the Court and LCSA shall collaborate in order to ensure that the parties to all cases with new child support orders (from the Family Law Court, or any other department) have direct access to IV-D enrollment information in order to open a child support case, or timely complete and submit the FL-191 in order to register their child support order. As part of this effort, the LCSA shall provide, at a minimum, printed flyers with information regarding IV-D services and simplified, electronic application tools. The court may hand out the flyers to the parties in the court room, through the clerk's office, or through any other means the court deems appropriate.¹

¹ Filing the Judicial Council FL-191 Child Support Case Registry Form ensures timely transmission of critical information to the State Child Support Case Registry and allows the State Disbursement Unit to process Income Withholding Orders based on complete and current participant information. Unless the parties to a family law proceeding involving child support have requested IV-D services, the information needed for the Child Support Case Registry cannot be obtained automatically using IV-D interfaces and resources. The parties are required to submit and timely update information themselves using form FL-191. Compliance rates with the FL-191 requirement are known to be low due to the amount of information required and the non-electronic, paper-based process. The simplified, electronic IV-D application tools provide a convenient alternative to the parties; however, litigants in family law proceedings are often unaware of the free services provided. This provision aims to improve collaboration between the courts and the LCSAs to make simplified, electronic IV-D application tools readily accessible to the parties by making flyers with scannable barcodes available in court rooms and other court locations.

PLAN OF COOPERATION
Between
LCSA AND COURT

4.3 Mutual Responsibilities

Both the LCSA and the Court agree to:

- 4.3.1. Collaborate and coordinate with one another to maximize compliance with all Title IV-D/1058 program operations. Coordination shall include but not be limited to:
 - a. Prompt notification of any planned or implemented changes in case processing operations at the LCSA or the Court as a result of special projects, funding, procedural, or staffing changes that may impact either party,
 - b. The reassignment or addition of courtrooms, changes in court calendar times, relocations of courtrooms within the county, limiting or increasing courtroom and commissioner availability,
 - c. Changes to the availability of dedicated meet and confer space for Title IV-D Program participants,
 - d. Changes to the ability of the court to accommodate automation and internet connectivity,
 - e. The ability of the LCSA and Court to accommodate remote hearings and adopt other mutually beneficial technological advancements,
 - f. The availability of resources for the Court to provide timely interpretation services, including whether there are sufficient funds available to provide the service, the availability of interpreters to provide the service in the specific language needed and the process for notifying the Court of the need for interpretation services to avoid continued hearings.
 - g. Notification of new or changed assignments of Commissioners to IV-D courtrooms to ensure efficient and effective transitions.
 - h. Procedural changes at the LCSA or Court that may impact court filings or processing timeframes for either Party.
- 4.3.2. The Court and LCSA shall meet periodically, but no less than quarterly, to discuss procedural, performance, and processing issues of mutual interest and concern that may arise in connection with this POC and the handling of Title IV-D cases, including, but not limited to, automation issues, processing cases within federal and state timeframes, processing cases in accordance with procedures mandated by federal and state laws, federal and state regulations, and statewide rules of court, and any other non-case specific issues that are not considered ex parte communications. However, any operational, procedural, or processing issues that are not case specific between the quarterly meetings can be brought forward by either party by e-mail, verbally, or other written communication.

In addition to the Court Executive Officer or designee(s), these meetings may include representatives from the Court, including but not limited to the Child Support Commissioner(s), Court Clerks, and court operations, as

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well as representatives from the LCSA. These meetings may also include, but are not required to include, the Family Law Facilitator, the private bar, defense counsel, representatives of other County of Napa departments, members of the public and others, as appropriate, on either an ad hoc or regular basis.

Additional meetings may be called by either the LCSA or the Court on an as needed basis.

- 4.3.3. Every reasonable effort shall be made to avoid a blanket peremptory challenge of the Court's Child Support Commissioner(s) by the LCSA. Prior to the LCSA exercising a blanket challenge, at least one meet-and-confer session shall be convened in an attempt to resolve the issues giving rise to the possible blanket preemptory challenge.

Such session shall, at a minimum, include a representative of the LCSA and the Court's Presiding Judge or designee.

If appropriate, the representatives of the Court's Executive Office, other County departments, the Judicial Council, the California Department of Child Support Services, and others may be invited to participate in one or more of the meet-and-confer sessions.

5. E-FILING

- 5.1. E-filing is the bi-directional file exchange of legal document data between the Court's CMS and the DCSS system of record.
- 5.2. Both Parties will support the expansion of e-filing. The Court will invite the LCSA to join with other agencies and stakeholders during the process of implementation of any new Court CMS.
- 5.3. Should the Court transition onto a new CMS that includes implementation of a family law case type, the Court will work with the LCSA to clarify current and future e-filing business practices.
- 5.4. The LCSA shall immediately notify the California Department of Child Support Services when it receives an invitation from the Court during the process of implementation of any new Court CMS.
- 5.5. Documents should be processed within ten (10) business days of receipt by the Court unless circumstances not under the Court's control require additional time.

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6. FINANCIAL ARRANGEMENTS

6.1. Direct or Indirect Costs paid in DCSS/Judicial Council Contract

Direct and indirect costs incurred by the Court in performance of Title IV-D activities or services, including but not limited to, the provision of IV-D Commissioner(s) and Family Law Facilitators, are already funded under the contract between the California Department of Child Support Services and the Judicial Council of California. **No direct or indirect costs for services or supplies may be claimed or paid under this POC. Government Code § 6103.9 only allows for the Court to claim these costs through their contract(s) with the Judicial Council of California, not through this POC with the LCSA.**

6.2. Exemption from Fees and Reimbursements for Services

Parties acknowledge that the LCSA is exempt from payment of any fees or reimbursements for services in any action or proceeding brought for the establishment of paternity or a child support obligation, or the enforcement of a child, medical or spousal support obligation including, but not limited to:

- Fees for providing certified or non-certified copies of documents; and,
- Filing fees.

7. RECORDS MAINTENANCE & SAFEGUARDING

7.1. Maintain Adequate Records

All records and documentation shall be maintained in accordance with federal and state requirements. The Court and LCSA shall maintain full and accurate records with respect to all matters covered under this POC.

The Court shall maintain the original documents filed with the Court by any party in a case under Title IV-D. Original documents may be maintained by the Court in electronic form.

7.2. Information Security and Data Protection

The Parties are responsible for safeguarding all information in accordance with all applicable federal and state laws and regulations, particularly Family Code § 17212, Welfare & Institutions Code § 11478.1, 26 USC §

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6103, 42 USC § 654(26), Title 22 CFR §§ 111430 – 111440, and IRS Publication 1075.

7.2.1. Federal Tax Information

In performance of this POC, the LCSA will take all appropriate actions to ensure that the Court will not be given access to federal tax information (FTI), unless otherwise authorized by statute. However, inadvertent or incidental access to FTI may still occur. It is incumbent upon both the LCSA and the Court to comply with and train its officers and employees of the provisions of IRC §§ 7213 and 7213A, Unauthorized Disclosure of Information, and IRC § 7431, Civil Damages for Unauthorized Disclosure of Returns and Return Information.

Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages as set forth at 26 CFR § 301.6103(n)¹.

California Rules of Court, rule 1.201 governs who is responsible for redacting court documents.

Timely notification of an unauthorized disclosure of FTI is of the highest importance. The LCSA and the Court shall immediately conduct an internal investigation to determine if FTI was in fact disclosed without authorization. The Court and the LCSA shall immediately, but no later than 24 hours after discovery of a possible unauthorized disclosure involving FTI, contact the California Department of Child Support Services as well as the local court Information Security Officer.

7.2.2. Notice of Security Breach

The Court shall notify California Department of Child Support Services Information Security Officer of any information security breach involving LCSA information, other than FTI, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The Court shall cooperate with California Department of Child Support Services

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Between
LCSA AND COURT

Information Security Officer and LCSA in investigations of information security incidents.

Contact: (916) 464-5045 and/or info.security@dcss.ca.gov

The LCSA shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

The California Department of Child Support Services shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The California Department of Child Support Services and LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

7.2.3. Notify Officers and Employees of Penalties

It is incumbent upon the Court to inform its employees of the penalties for unauthorized disclosure imposed by the Privacy Act of 1974, 5 USC § 552a. Specifically, 5 USC § 552a(i)(1), which is made applicable to the Court by 5 USC § 552a(m)(1), provides that any officer or employee of the Court, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor.

8. DURATION AND RENEWAL OF POC

This POC shall be effective upon signing of Parties, approval of the DCSS Director, and approval as to form by the Judicial Council's AB 1058 Program Manager. The initial term of this POC shall be two years or until July 1, 2027, whichever is earlier. This POC shall automatically renew for an additional two-year term, until and unless it is expressly superseded by a future POC. The POC

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will not renew if a change is requested by either party by January 30 of the renewal year.

9. ENTIRE AGREEMENT

This POC constitutes the final, complete, and exclusive statement of the terms between the Parties pertaining to the subject matter of the POC and supersedes all prior POCs. Parties are not bound by any oral agreement which has not been reduced to writing herein. The Parties may attach and incorporate herein by reference an Attachment B to memorialize a specific local practice or other areas of common concern unique to the Parties. Any attachment to this POC is subject to the final approval of the DCSS Director and the approval as to form by the AB 1058 Program Manager.

10. AMENDMENT

Amendments to this POC may be made by either Party to this POC. However, all amendments must be in writing, signed by the Parties and approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager.

The Parties agree that if federal, state, and county funds for the program are or become insufficient for any reason including inadequate appropriation, budgetary reductions, reallocations, etc.; this POC shall be amended to the extent feasible to reflect the reduction in funding, otherwise it shall be of no further force and effect. Before this POC may be amended or terminated for insufficiency of funding, both Parties shall meet and confer with the DCSS Director and the Judicial Council's AB 1058 Program Manager to discuss amendment alternatives as described in the Paragraph 11 "Dispute Resolution."

Any provision of this POC which conflicts with new or revised state and federal laws, regulations, court rules, and requirements shall be deemed amended to conform with the new or revised federal and state laws, regulations, court rules, and requirements.

11. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this POC, the Parties shall attempt, in good faith, to promptly resolve the dispute. If the dispute cannot be resolved by their mutual agreement, the dispute shall be elevated to the Court

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Between LCSA AND COURT

Executive Officer or designee, DCSS Director and the Judicial Council's AB 1058 Program Manager to resolve the issue.

The Parties shall, without delay, continue to perform their respective obligations under this POC whether or not affected by the dispute.

12. TERMINATION

Either Party may terminate this POC, after giving the other Party ninety (90) days' written notice of the intent to terminate and only after all attempts to resolve any and all disputes have been exhausted as described above in Paragraph 11.

In the event of termination of this POC, both Parties shall prepare a mutually agreed upon a Plan of Termination of Services so as to minimize disruption of services to the Title IV-D program services and allow the LCSA to seek replacement court services. In addition, the Parties will continue to carry out the duties and responsibilities described herein until the operational date or agreed upon date of termination in the Plan of Termination of Services.

13. SEVERABILITY

If any term of this POC is inconsistent with any applicable law, regulation, rule or policy, then that part of the POC shall be invalid and the unaffected parts shall remain in full force and effect.

If any provision of this POC is held by a court to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

14. COUNTERPARTS

This POC may be signed in two or more counterparts. When at least one such counterpart has been signed by each Party approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager, this POC shall be deemed to have been fully executed. Each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same POC.

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Between
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15. AUTHORIZATION

We the undersigned, as authorized representatives of the County of Napa Department of Child Support Services and the Superior Court of California, County of Napa, do hereby approve and enter into this POC for the services described in this document. In performance of the provisions of this POC, the Parties agree to comply with Title IV-D and all federal and state laws, regulations, policies and directives.

Douglas Durward, Director
Child Support Services Department
County of Napa

Bob Fleshman, CEO
Superior Court of California
County of Napa

Approved:

Approved as to form:

KRISTEN DONADEE
Director
California Department of Child Support
Services

ANNA L. MAVES
Principal Managing Attorney
AB 1058 Program Manager
Center for Families, Children and
the Courts
Judicial Council of California

APPROVED AS TO FORM
Office of County Counsel

By: *Rachel L. Ross (e-signature)*

Date: 05/28/2025



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: 6/24/2025

File ID #: 25-1138

TO: Board of Supervisors
FROM: Dina Jose, Director of Corrections
REPORT BY: Anabel Silva, Staff Services Analyst
SUBJECT: Amendment No. 1 to Agreement No. 250365B with Western Exterminator Company

RECOMMENDATION

Approve and authorize Agreement No. 250365B with Western Exterminator Company to provide pest control services to the Napa County Department of Corrections at the replacement jail. (Fiscal Impact: \$10,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Department of Corrections seeks to contract with Western Exterminator Company to provide pest control services at the replacement jail located at 2210 Napa Vallejo Hwy, Napa, CA 94558. This vendor has previously had a contract approved by the Board of Supervisors and has contracted with Napa County for over five years. This agreement therefore cannot be signed by the department director.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Corrections, 1400002
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be appropriated in future years to cover estimated expenses
Consequences if not approved:	While the choice of vendor is discretionary, sanitary standards must be met to ensure health and eliminate complaints from staff and incarcerated persons.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 250365B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 24th day of June, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Rentokil North America, Inc. DBA Western Exterminator Company whose address is 1125 Berkshire Blvd., Suite 150 Reding, PA 19610, hereinafter referred to as "Consultant."

RECITALS

- A. County wishes to obtain professional services in order to provide pest control services at the Napa County Department of Corrections located at 2210 Napa Vallejo Hwy, Napa, CA 94559.
- B. Consultant was selected to provide professional services without a competitive process because the contract amount is below the threshold for competition.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but

not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2030, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 30 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant at the unit prices set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of TEN THOUSAND DOLLARS (\$10,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly

invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

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

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

3.4 Price Adjustments. After the first contract year, County may increase the unit prices or hourly rates in Exhibit “B” upon approval of Consultant’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. Consultant’s request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Consultant, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Consultant 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 Consultant’s request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including

litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Notwithstanding anything to the contrary in this agreement, the consultant's maximum liability to the indemnified parties under this agreement is limited to (5) FIVE MILLION DOLLARS under this agreement, regardless of the type of claimed damages or legal theory of recovery.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this

Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a

longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY

Department of Corrections
Attn: Susan Kuss
2210 Napa Vallejo Hwy
Napa, CA 94559

CONSULTANT

Western Exterminator Company
Attn: Christopher Bautista
600 E Todd Road
Santa Rosa, CA 95407

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

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

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

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

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

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

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

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

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

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

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

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

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

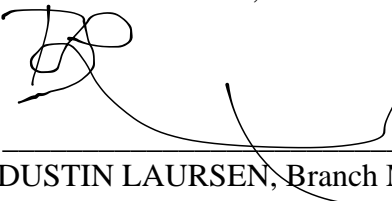
9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings,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

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

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

WESTERN EXTERMINATOR COMPANY

By 
PATRICK PAVON, Commercial Sales Manager

By 
DUSTIN LAURSEN, Branch Manager

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> Deputy County Counsel</p> <p>Date: <u>3/18/25</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A

SCOPE OF SERVICES

I. Description of Goods and/or Services

Rodent Management

Bell Evo Express Rodent
Station - Black

Initial service starts (April) 2025. Establish control for covered pests on entire interior and exterior perimeter areas of the foundation. Install (18) exterior rodent control stations at the foundation of the building exterior of the building. Start monthly pest control service in (March) 2025 approximately 10-14 days after the initial service.

Low Profile Multi-Catch
Traps - Solid Lid

Initial service starts (April) 2025. Establish control for covered pests on entire interior and exterior perimeter areas of the foundation. Install (16) interior multi-catch pest control devices in hidden areas inside the office, Production area and two electrical rooms on the interior /exterior of the building Start monthly pest control service in (April) approximately 10-14 days after the initial service

General Pest

Initial/ Installation
Service

Initial service starts (April) 2025 Establish control for covered pests on entire interior and exterior perimeter areas of the foundation. Install (18) exterior on the foundation of the building. Install (10) interior multi-catch pest control devices in hidden areas inside the building in office, hallway and break areas, Install 2 Lumnia fly light stations in the kitchen area. Start monthly pest control service in (April) 2025 approximately 10-14 days after the initial service.

General Pest Service
Program

(Monthly) pest control service will start in (April) 2025 approximately 10-14 days after the above stated initial service visit. Inspect, monitor, (install pest monitors in hidden areas to capture pest activity between service visits), and treat interior and exterior areas of the location to maintain pest control. Inspect & treat the property for any crawling insects, clean, monitor, and service Lumnia Fly Lights, interior multi-catch pest control devices, and exterior rodent control stations. Extra services between scheduled service visits included at no additional charge for covered pests.

Flying Insect Management

Lumnia Compact Insect
Light trap

Insect Fly Light the Compact placed and monitored in kitchen areas.

Western Exterminator places a strong emphasis on communication with designated personnel to ensure proper implementation and ongoing success of the pest management program. That is why, after each service, we will provide you with a printed documented service report. This report will identify materials used, location of use, pests identified (if any), and any sanitation or structural deficiencies which may exist at the time of service. Our customers will always know what we are doing and will have a written record for future use by County Of Napa/The New Jail or any local governmental agency with a right to know.

Documentation to be furnished by Western Exterminator and maintained in conjunction with County Of Napa/The New Jail in the following format(s):

Consultant shall perform the Scope of Services ONCE PER MONTH BY THE 15TH OF EACH MONTH

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Location		
County of Napa/The New Jail – County of Napa/The new Jail, 2210 Napa Vallejo Hwy, Napa, CA, 94559		
MAINTENANCE/JOB SERVICES		PRICING IS PER LOCATION
Initial Service – 1 Services		\$460.00
Initial Installation, Setup and Corrective Services		\$460.00
Equipment	QTY	PRICING IS PER LOCATION
Bell Evo Express Rodent Station – Black – Exterior Bait stations will be placed around the facility and into the two electrical rooms.	18	\$630.00
Multi-Catch Traps, Low Profile, Solid Lid-Multi-catch Tincats will be placed in the break rooms and hallways.	10	\$150.00
Lumina Compact-2 Lumina Flylights will be placed in the kitchen area. Flylights are to be serviced each visit.	2	\$460.00
Total Cost of Equipment		\$1,240.00
Routine Management Services		PRICING IS PER LOCATION
General Pest Service Program -Monthly (12/yr)		<i>Included</i>
Total Cost of Routine Management Services		\$410.00 per month (Billed Monthly)

If additional visits for services under this agreement are necessary to address covered pest within 30 days following a scheduled service visit, such services will be rendered promptly, without additional charge. The general procedure is to contact clients requesting additional service within four hours of their request and respond within twenty-four (24) hours. May not be applicable to all services.

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated January 23, 2025, which is hereby incorporated into this Exhibit by reference.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual declarations page.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1143

TO: Board of Supervisors
FROM: Dina Jose, Director of Corrections
REPORT BY: Anabel Silva, Staff Services Analyst
SUBJECT: Amendment No. 1 to Agreement No. 230117B with Mark Clementi Ph.D.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230117B with Mark Clementi Ph.D. to extend the term for pre-employment psychological evaluations on prospective employees of the Napa County Department of Corrections. (Fiscal Impact: \$20,000 Expense; General Fund; Budgeted, Mandatory)

BACKGROUND

The Napa County Department of Corrections contracted with Mark Clementi Ph.D. on July 1, 2022, to provide pre-employment psychological evaluation which is one of the required steps in the peace officer selection process. This Amendment will extend the term of this Agreement to June 30, 2030. This vendor has previously had a contract approved by the Board of Supervisors and has contracted with Napa County for over five years. This agreement therefore must be approved by the Board of Supervisors.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Corrections
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be budgeted accordingly in future fiscal years.
Consequences if not approved:	Pre-employment psychological screening examinations are a mandatory step in the selection process of peace officer positions. Corrections and HR do not have the resources or expertise to conduct such evaluations.

ENVIRONMENTAL IMPACT

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

**NAPA COUNTY AGREEMENT NO. 230117B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230117B is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and DR. MARK A. CLEMENTI, whose mailing address is 50 Old Courthouse Square Suite 400 Santa Rosa, CA 95404 hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into Agreement No. 230117B in order to obtain pre-employment psychological evaluations on prospective employees of the Napa County Department of Corrections; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend Agreement No.230117B to extend the term of the Agreement;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 230117B as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2028, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1" attached to Amendment No. 1 and incorporated by this reference.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 230117B as of the date first above written.

MARK A. CLEMENTI, PH.D.

By 
MARK A. CLEMENTI, Ph.D.

"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 ¹ By: <u>Corey S. Ulsurogi</u> County Counsel Date: <u>5/28/25</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “B-1”

COMPENSATION REIMBURSEMENT

Description of Activity	Fee
Pre-employment psychological evaluation	\$785 each
Remote Evaluation	Additional \$59 (publisher’s on-line testing fee)
Return to duty/fitness for duty psychological evaluations	\$925 each
Remote Evaluation	Additional \$59 (publisher’s on-line testing fee)
Critical incident stress debriefing	\$350 for 1 st hour and \$285 for each additional hour
No show appointments (less than 72 hours’ notice)	Full price of Evaluation



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: 6/24/2025

File ID #: 25-1190

TO: Board of Supervisors
FROM: Dina Jose, Director of Corrections
REPORT BY: Anabel Silva, Staff Services Analyst
SUBJECT: Agreement No. 250438B with Nor-Cal Bio Solutions LLC

RECOMMENDATION

Approve and authorize Agreement No. 250438B with Nor-Cal Bio Solutions LLC., to provide biohazard cleaning services to the Napa County Department of Corrections (Fiscal Impact: \$120,000 Expense; General Fund; Budgeted, Discretionary)

BACKGROUND

The Agreement provides funding for as-needed biohazard cleaning services at the Napa County Department of Corrections. Nor-Cal Bio Solutions LLC shall be on-call 24 hours a day, 7 days a week for on-site cleaning and containment of biohazardous waste at the Napa County Department of Corrections.

Services shall include but are not limited to the mitigation and remediation of bodily fluids, viral contamination and other infectious diseases or wastes.

Requested Action:

Approve and authorize Agreement No. 250438B with Nor-Cal Bio Solutions LLC for a maximum of \$120,000 per fiscal year for the term of June 24, 2025, through June 30, 2030, for as-needed biohazard cleaning services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Corrections 14000-01
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes

Future fiscal impact:	This as needed service will be budgeted accordingly in future fiscal years
Consequences if not approved:	The Department of Corrections will be out of compliance with various health codes. Internal staff are not certified in biohazard waste cleanup. In addition to certification, a vendor would be needed for proper disposal of waste products after cleanup.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 250438B

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 24th day of June, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and NOR-CAL BIO SOLUTIONS LLC whose address is 2700 Bell Road, Windsor, CA 95492, hereinafter referred to as "Contractor."

RECITALS

- A. County wishes to obtain goods or services in order to provide biohazardous waste cleanup to the Napa County Department of Corrections.
- B. Contractor was selected to provide the goods or services without competitive bidding because the contract amount is below the threshold for competition.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Contractor shall provide goods and/or services to County described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Quotes issued by County (if any), and Contractor's proposal or bid.

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

1.3 Warranty for Goods. Contractor warrants to County that all goods or products provided under this Agreement shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor shall correct or replace any goods or products not in conformance with this warranty at its own cost and expense, if notified by County within one year after the date of delivery, unless a longer period is specified by the Contract Documents.

1.4 Warranty for Services. Contractor warrants to County that all services provided under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the services called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. Contractor

shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by County within one year after completion of the services, unless a longer period is specified by the Contract Documents.

1.5 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such warranty work without further written notice to Contractor. If County takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by County in performing the warranty work, including but not limited to the cost of County staff time and the amount paid to another contractor to perform the warranty work.

1.6 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

1.7 Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by County. County has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

1.8 Key Personnel. Key personnel identified in Contractor's bid or proposal shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Contractor in writing and approved by County.

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire 5 year(s) after the Effective Date unless terminated earlier in accordance with this Article.

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

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

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

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

2.4.2 Cost to Cover. If County terminates this Agreement for cause, County may procure equivalent goods and services from a different source, and Contractor shall reimburse County for any increased costs.

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Contractor at the unit prices set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon goods and services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Contractor shall submit invoices not more often than fifteen (15) days to the STAFF SERVICES 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.

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

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

3.3 Annual Appropriation of Funds. Contractor acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Contractor,

nor is Contractor obligated to provide further goods or services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. After the first contract year, County may increase the unit prices or hourly rates in Exhibit “B” 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 amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in providing goods or services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or its officers, agents, employees,

volunteers, or representatives. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Contractor shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Contractor fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days,

unless a longer period is mutually agreed to in writing by Contractor and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY

Napa County Dept of Corrections
2210 Napa Vallejo Hwy
Napa, Ca 94558

CONTRACTOR

Nor-Cal Bio Solutions
2700 Bell Road
Windsor, CA 95492

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

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

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Contractor's bid or proposal.

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

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

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other

illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

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

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

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty for Goods), 1.4 (Warranty for Services), 2.4.2 (Cost to Cover), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

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

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

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

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another

entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

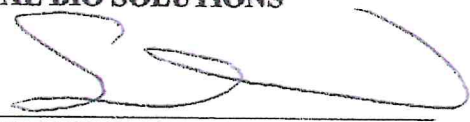
9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings,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

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

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

NOR-CAL BIO SOLUTIONS

By


SCOTT FERGUSON, Owner/Operator

NAPA COUNTY, a political subdivision of
the State of California

By

ANNE COTTRELL, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> Deputy County Counsel</p> <p>Date: <u>6/13/25</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
SCOPE OF SERVICES**

I. Description of Goods and/or Services

- a. CONTRACTOR shall be on-call 24 hours a day, 7 days a week for on-site cleaning and containment of biohazardous waste at the Napa County Department of Corrections. Services provided by CONTRACTOR shall include, but are not limited to the mitigation and remediation of:
- i. Bodily fluids
 - ii. Viral Contaminates
 - iii. Other infectious diseases/wastes

Remediation shall include a thorough decontamination and disinfecting of all service areas, including floors, walls, and ceilings. In certain circumstances CONTRACTOR shall provide COUNTY with cleaning of inmate restraint mechanisms, vehicle interiors, and/or the clothing of the correctional employees as required. CONTRACTOR shall provide this mitigation as needed and shall be completed in a timely manner.

Nor-Cal Bio Solutions Call Tree

Name	Relationship	Cell Phone	Office Line	Email Address
Scott Ferguson	Owner	707-322-8876	1-866-213-6004	sferguson@steri-clean.com

EXHIBIT B
COMPENSATION AND EXPENSE REIMBURSEMENT

The following rates shall apply for the term of this Agreement. Biohazardous Waste Clean-Up charges will be increased by the Bureau of Labor Statistics sub index for the Western Area. The Bureau of Labor Statistics sub index number shall be the number for the month of February immediately preceding the fiscal year for which the adjustment will be effective:

Fiscal Year 26/27 the following rates will apply:

<u>Service Callout</u>	<u>Hours</u>	<u>Unit</u>	<u>Rate</u>
Daytime Callout	Monday - Friday 8A-5P	Per Callout	\$ 175
After Hours Callout	Monday - Friday 5P-8A	Per Callout	\$ 200
Saturday Callout	All Saturdays	Per Callout	\$ 250
Sunday/Holiday Callout	All Sundays	Per Callout	\$ 275
<u>Certified Tech Hourly Rate (Labor)</u>	<u>Hours</u>	<u>Unit</u>	<u>Rate</u>
Daytime (min 2 hour billing)	Monday - Friday 8A-5P	Per Hour	\$ 75
After Hours (min 2 hour billing)	Monday - Friday 5P-8A	Per Hour	\$ 110
Saturday Callout (min 2 hour billing)	All Saturdays	Per Hour	\$ 130
Sunday/Holiday Callout (min 2 hour billing)	All Sundays	Per Hour	\$ 140
<u>Materials/Supplies</u>		<u>Unit</u>	<u>Rate</u>
Bio-Hazard Waste Disposal		Per Service	\$ 130
Mattress Disposal		Each	\$ 75
PPE Equipment		Each	\$ 65
Hazmat Bag		Each	\$ 5
6Mil Ply Sheeting Bag		Each	\$ 10
Chemical Scrubber/Sponges		Each	\$ 10
BioShock Disinfectant		Each	\$ 20
Graffiti Remover		Each Bottle	\$ 30
Super Absorbent Towels		Each	\$ 15
Mop		Each	\$ 15
Lice Bombing		Each	\$ 200

***Observed Holiday:** New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Black Friday, Christmas Day

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Not required.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1083

TO: Board of Supervisors
FROM: Sheryl Bratton, County Counsel
REPORT BY: McKayla McMahon, Deputy County Counsel
SUBJECT: Bonny's Vineyard Winery Appeal - Findings of Fact

RECOMMENDATION

Adopt a Resolution of Findings of Fact and Decision on Appeal regarding an appeal filed by Appellant Water Audit California concerning the Napa County Planning Commission's decision on December 18, 2024, to approve Bonny's Vineyard New Winery Use Permit Application No. P22-00002-UP and adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. (No Fiscal Impact)

BACKGROUND

At the appeal hearing on May 6, 2025, the Board heard and considered evidence submitted from the Applicant, Appellant, Staff, and members of the public regarding the appeal. After considering all of the evidence presented, the Board closed the public hearing and adopted a motion of intent to: 1) deny the appeal in its entirety; 2) adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) prepared for the project; 3) uphold the Planning Commission's approval of the Bonny's Vineyard New Winery Use Permit Application No. P22-00002-UP; and 4) approve the project subject to the revised Conditions of Approval (COA). The Board revised the COA to include (1) destruction of a fourth well on the property, unless it is confirmed to be already destroyed; (2) require winery access to occur from Skellenger Lane and prohibit use of the private road south to Oakville Cross Road, the secondary access easement; and (3) require a flow regulation device for all three wells to limit pumping time and pumping capacity to existing uses.

The Board directed staff to return on June 24, 2025, with a Resolution of Findings of Fact and Decision on Appeal. Staff prepared a proposed Resolution that reflects the Board's intent as expressed on May 6, 2025. The Resolution of Findings of Fact and Decision on Appeal was shared with Applicant and Appellant's counsel in advance of today's meeting for the purpose of confirming the resolution accurately reflects the Board's intent of its tentative decision. Applicant's counsel concurs with the proposed resolution and COA. Appellant submitted extensive comments far exceeding this limited scope of review, however some clarifications were made to COA Nos. 6.15 (Other Conditions Applicable to the Project Permitting Process) and 7.4 (Construction Mitigation

Measures) to explicitly state the California Department of Fish and Wildlife as the responsible agency for Mitigation Measure BR-1, BR-2, and BR-3. The Appellant's letter is attached for informational purposes. The public hearing is closed. Staff believes the Resolution accurately reflects the Board's intent and recommends that the Board adopt the Resolution. The Board's action results in approval of the Bonny's Vineyard Winery project.

Requested Action: Consideration and adoption of a Resolution of Findings of Fact and Decision on Appeal regarding an appeal filed by Appellant Water Audit California concerning the Napa County Planning Commission's decision on December 18, 2024, to approve the Bonny's Vineyard New Winery Use Permit Application No. P22-00002-UP and adopt the Mitigated Negative Declaration and MMRP.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. According to the proposed Mitigated Negative Declaration, the proposed project would not have any potentially significant environmental impacts after implementation of mitigation measures. Mitigation measures are proposed for the following areas: Biological Resources. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

BEFORE THE BOARD OF SUPERVISORS
OF NAPA COUNTY

In the Matter of:

An appeal filed by Appellant Water Audit California concerning the Napa County Planning Commission's decision on December 18, 2024, to approve Bonny's Vineyard New Winery Use Permit No. P22-00002-UP. The project is located on a 25.54-acre parcel, located at 1555 Skellenger Lane, Napa, CA. (Assessor's Parcel Number 030-200-080)

RESOLUTION NO. 2025-_____

**FINDINGS OF FACT AND
DECISION ON APPEAL**

WHEREAS, on January 7, 2022, Meyer Family Enterprises (Applicant) applied for a Use Permit to establish a new 30,000 gallon per year production winery known as Bonny's Vineyard Winery, consisting of a 10,996 square foot (sf) winery building with a 1,426 sf covered crush pad, a 392 sf uncovered mechanical yard and 1,255 sf of covered loggia (patio space). The winery proposes to have six (6) full time employees, by appointment tours and tastings for a maximum of 45 visitors per day, two (2) large events per year with a maximum of 150 visitors, and nine (9) small events per year with a maximum of 80 visitors (the Project or Winery); and

WHEREAS, the Project is located on a 25.54-acre parcel within the Agricultural Preserve (AP) zoning district and designated as Agricultural Resource (AR) in the General Plan at 1555 Skellenger Lane, Napa (APN 030-200-080); and

WHEREAS, on November 15, 2024, the Public Notice of the Planning Commission hearing and Notice of Intent to adopt a Mitigated Negative Declaration (MND) was mailed to all property owners within 1,000 feet of the subject property as well as any other persons who had requested notice. The County's requirements to notice all property owners within 1,000 feet far exceeds the State mandate of noticing all owners within 300 feet. Notice was also provided to those persons on the general California Environmental Quality Act (CEQA) document notification list. The Notice was published in the Napa Valley Register on November 16, 2024; and

WHEREAS, on December 18, 2024, the Planning Commission held a public hearing to consider the Project. After considering the Staff Report, Applicant presentation, and all verbal and written public comment, the Planning Commission voted (3:0 AYES: Brunzell, Dameron and Whitmer; ABSENT: Phillips and Mazotti) to approve the Bonny's Vineyard Winery project; and

WHEREAS, on January 10, 2025, a timely notice of intent to appeal was filed by Appellant Water Audit California (Appellant WAC or WAC) and a timely appeal packet was submitted on January 27, 2025 (the Appeal); and

WHEREAS, in accordance with Napa County Code (NCC) Section 2.88.080 (A), a hearing on the Appeal was scheduled before the Board of Supervisors (the Board) for April 8, 2025, a date at least twenty-five but no more than ninety days from the date of submittal of the Appeal; and

WHEREAS, public notices of the Appeal hearing were mailed, emailed and provided to all parties who received notice of the Planning Commission hearings, all property owners within 1,000 feet of the Property, and published in the newspaper on March 13, 2025; and

WHEREAS, on April 8, 2025, the Board opened the public hearing for the Appeal and continued the matter to May 6, 2025, to accommodate all parties' schedules. No public testimony occurred on April 8, 2025; and

WHEREAS, on May 6, 2025, at a duly noticed continued public hearing on the Appeal, the Board heard and considered the Staff presentation, Appellant WAC's presentation, Applicant's presentation, and all written and verbal testimony and evidence regarding the Appeal. The Board closed the public hearing and adopted a motion of intent to deny the Appeal in its entirety, adopt the MND and Mitigation Monitoring and Reporting Program prepared for the Project, uphold the Planning Commission's decision to approve the Project, and approve the Project subject to revised Conditions of Approval (COA); and

WHEREAS, the Board further directed County Counsel's office to prepare a resolution containing Findings of Fact and Decision on Appeal in support of its proposed decision and to present those findings to the Board for consideration at its meeting on June 24, 2025; and

WHEREAS, on June 24, 2025, a proposed resolution containing the Findings of Fact and Decision on Appeal was presented to the Board for possible adoption; and

WHEREAS, this proposed resolution containing the Findings of Fact and Decision on Appeal having been presented to the Board for possible adoption at a regular meeting of the Board on June 24, 2025 and interested persons having been given an opportunity to address the Board regarding the proposed resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors finds, determines, concludes and decides as follows:

Section 1. **Recitals.**

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

Section 2. Conduct of Appeal.

A. NCC Section 2.88.090 (B) provides that if the appeal pertains to a decision for which a record on appeal exists, the board, in hearing the appeal, shall base its consideration of the appeal on the record on appeal and any extrinsic evidence submitted by the parties and allowed by the chair for good cause shown. "Good cause" means that the proposed evidence, in the exercise of reasonable diligence, could not have been produced to, or was improperly withheld or excluded from, the decision maker. Here, a record on appeal of the Planning Commission's decision exists and was provided to the Board.

B. To clarify the County's procedural requirements and expectations regarding land use appeals, the Board requires the parties attend a mandatory pre-hearing conference with a representative of the County Counsel's office and the Chair of the Board of Supervisors to discuss estimates on presentation lengths, scope of evidence, and testimony to be presented, together with witness lists.

C. A pre-hearing conference was held on February 24, 2025, with Appellant, Applicant, Applicant's counsel, the Chair of the Board, and a Deputy County Counsel. Appellant and Applicant agreed to various procedural matters related to the Appeal hearing including, but not limited to, exchanging witness lists, providing the Chair in advance of the hearing with any requests for "good cause" to either supplement the record with new information and/or requests to have the Appeal heard de novo (e.g., a fresh hearing), time limits for presentations, and page limits for supplemental legal arguments.

D. On March 5, 2025, Appellant WAC submitted a "good cause" request to supplement the record on appeal before the Board with additional graphics derived from County Geographic Information System (GIS) data and other documents relied upon in arriving at the decision being appealed.

E. On March 21, 2025, the Chair denied WAC's request to augment the record with the graphics derived from County GIS Data because WAC failed to identify why, in the exercise of reasonable diligence, the documents could not have been provided to the Planning Commission for consideration because this document was publicly available on the County's Current Project Explorer website. Further, the Chair denied the remainder of the request to augment the record because NCC Section 2.88.010 (K) defines the "record on appeal" as all written materials, staff reports, statements, testimony, information and evidence that were considered by the decision maker, either directly or indirectly, in arriving at the decision being appealed. The remaining documents (CEQA Notice of Determination, County's Water Availability Analysis Guidance Document, Napa County's Well Permit Standards and Water Availability Requirements dated January 2024 (2024 Interim Standards), County Memorandum entitled "Application of Public Trust Doctrine to Projects Dependent on Groundwater," and Staff PowerPoint presentation at the Planning Commission hearing) were relied upon (both directly and indirectly) by the Planning Commission in making its decision and therefore, the documents are part of the "record on appeal" as defined by Napa County Code.

F. On March 24, 2025, WAC submitted a request to overturn the Chair's good cause determination. The Chair's decision may be overruled by a majority of the Board upon request

by either an appellant or applicant on the day of the appeal hearing. During the public hearing on May 6, 2025, WAC withdrew the request that the full Board overrule the Chair's good cause determination. Therefore, the Chair's determination stands.

G. Prior to the Appeal hearing, Appellant asserted that the staff report and all attachments that were finalized, released to the parties, and posted on the County's website on April 25, 2025, were "modified" when these same documents were published on May 1, with publication of the May 6, 2025, Board of Supervisors Meeting Agenda. However, as explained by Supervising Planner Dana Morrison at the Appeal hearing, the documents were not changed or altered. The document's properties show the "modification date" as the date and time the document was last downloaded, not that the documents were altered. Thus, the documents released on April 25 and published with the Board Meeting Agenda on May 1, 2025, were the same.

Section 3. Findings of Fact and Conclusions of Law on Appeal.

The Board hereby makes the following findings of fact and conclusions of law in regard to each of the grounds for appeal as stated by Appellant in the Appeal¹:

A. First Ground of Appeal.

Appellant's position: Appellant asserts that the project application misstates its purpose as a Major Modification rather than a new use.

Findings and Decision: The Board finds and determines that the application was processed, assessed, as well as publicly noticed and described in the Initial Study/Mitigated Negative Declaration (MND) as a new winery use permit. The Planning Department's Use Permit application is for both new wineries and major modifications, and as such, is labeled as 'Use Permit/Major Modification Application - Winery Uses.' Given this, the Applicant may have selected both Use Permit and Major Modification accidentally. The Applicant intended for the application to be processed as a new use. Despite any alleged misstatement or incorrect checkmarks on the application, the application was analyzed by staff, the Planning Commission, and the Board of Supervisors as a new winery use permit and described as a new winery use permit in the prepared CEQA documents.

Conclusion:

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the First Ground of Appeal and upholds the Planning Commission's approval of the Project.

¹ This Resolution summarizes the grounds of appeal. For the complete text of the WAC Appeal, please see the actual Appeal dated January 27, 2025.

B. Second Ground of Appeal.

Appellant's position: Appellant claims the application identifies only one well, but the proposed new use requires not less than two sources of water.

Findings and Decision: The Board finds and determines as follows:

1) The proposed Winery does not require more than one source of water; only Well #1 will serve as the winery well. The Water Availability Analysis (WAA) prepared by CMP Civil Engineering & Land Surveying Inc., dated August 8, 2024, for the Project identified three existing wells on the property, but only one well (Well #1) was identified and assessed to serve the Winery's groundwater use demands. Well #1 is currently used for vineyard irrigation and is proposed to be used for the Winery, as well as, continuing to irrigate portions of the existing vineyard. The other two onsite wells (Well #2 and Well #3) serve the existing residences and also irrigate some of the existing vineyard and will continue to do so.

2) Well #1 will also fill three proposed tanks on site, which will serve as emergency fire protection and domestic water for the winery. 'Domestic' use in this instance refers to the Winery's employees, daily visitors and attendees – not the residential domestic use which will be served by Wells #2 and #3.

Conclusion

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the Second Ground of Appeal and upholds the Planning Commission's approval of the Project.

C. Third Ground of Appeal.

Appellant's position: Appellant contends that the application refers to four wells on the property but does not include any well drilling information to determine the utility and acceptability of the existing infrastructure. The application and Department of Water Rights database contains no well drilling data for three of the alleged additional wells. Appellant contends that this information is critical to determine the suitability for incorporation into a public water system.

Findings and Decision: The Board finds and determines as follows:

1) The application and WAA identify three existing wells and includes well drilling information on the Project well as follows:

- Well #1 (Winery well) was approved in 2011 for a well with an 8-inch casing diameter, 15-inch boring diameter, with a 3-inch annual seal with Environmental Well Permit E11-00266.

- Well #2 (the secondary residences' well) – no well permit history. Non-project well.
- Well #3 (the primary residences' well) – no well permit history. Non-project well.

2) There is no well permit history for Well #2 and Well #3 in the Napa County records. This parcel went through a Lot Line Adjustment in 2011. Prior to 2011, there were two separate parcels, each with an existing primary residence and associated well. Well #2 served the residence located at 1555 Skellenger Lane and Well #3 served the residence at 794 Oakville Cross Road. Well # 2 and Well #3 are located immediately adjacent to the existing primary and secondary residences. Both residences were constructed prior to 1955, before the County required building permits and well permits.

3) There is building permit history in the County's records which supports the existence of the three wells noted in the application submittal materials for the Bonny's Vineyard New Winery Use Permit, but said permit history also appears to indicate that, at least in 2016, there were four wells on the property. Building Permit B11-01347, a permit for a 10,500 gallon water tank, noted the existence of Well #2 (secondary residences' well) and Well #1 (the proposed winery project well which was a new replacement well approved under E11-00266). Building Permit B16-01016, a permit for updates to an existing barn near the primary residence (the residence accessed off of Oakville Cross Road) calls out two wells near the residence. First, a "well for house" located immediately adjacent to the pool and which was not noted in the Bonny's Vineyard Plan Set. Second, a "well and pump house for the pool" located immediately adjacent to the solar barn and noted as Well # 3 in the WAA and Plan Set. According to the Applicant, the "well for house" is no longer in use and was not observed during their reconnaissance work of the site. Currently both the main residence and pool water uses are served by existing Well #3.

4) At the Appeal hearing, Supervising Planner Dana Morrison, testified that in connection with the appeal, a fourth potential well, "Well for House," was discovered during review of the building permit history. A site visit to the property revealed that the potential well is covered by an above ground deck and existing patio furniture. Because the potential well is covered, this well was not observed during the reconnaissance work for the site. The potential well is not in use and covered by an above ground deck, since at least 2005 based on review of historical aeriels.

5) The Board of Supervisors added a new condition of approval requiring destruction of the fourth well on the Property, identified as "(E) Well for House" on the approved Plan Set for B16-1016, unless already destroyed. The two residential wells (Wells #2 and 3), and unused Well #4 are not proposed for use as part of the new winery, however, to feasibly mitigate any alleged harm to public trust resources the Planning Commission adopted COA Nos. 4.9 and 4.20 to require that the parcel's overall groundwater use be limited to 10.16 acre feet per year (af/yr), that the Project well (Well#1) and parcel wells (Wells #2 and #3) be

equipped with flow regulation devices limiting the pumping capacity to less than or equal to existing operations, preparation of a Ground Water Management Plan, and inclusion of the Project in the County's well monitoring program and that the pumping rate, pumping duration, and extraction volumes remain unchanged and/or are reduced from existing conditions. To ensure accurate measurements of existing well operations, immediately upon approval, the Applicant shall monitor Well #2 and Well #3 to establish a baseline pumping operation.

6) A Preliminary Water System Technical Report was prepared by CMP Civil Engineering & Land Surveying Inc. and concluded that there are no public water systems within three (3) miles of the proposed Project, that the water supply to the proposed system is more than enough for the proposed use, and that the only viable option for the proposed Winery is to develop its own transient non-community water system. The proposed water system will supply potable water solely from Well #1 and the water storage facilities (that will also be filled utilizing water pumped from Well #1).

7) The Wastewater System Feasibility Report and the Preliminary Water System Technical Report are two different reports, both of which were provided and available to the public. The Preliminary Water System Report is analyzed by the State of California and is included on the Application Checklist for submittal. The Wastewater System Feasibility Report was analyzed by staff and included as part of the agenda packet for consideration by both the Planning Commission and Board of Supervisors.

Conclusion:

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the Third Ground of Appeal and upholds the Planning Commission's approval of the Project.

D. Fourth Ground of Appeal.

Appellant's position: Appellant claims that the approval of the application makes tangential reference to the need for an additional water supply, but the approval is not conditioned on compliance.

Findings and Decision: The Board finds and determines that the Project COAs require monitoring and installation of flow regulation devices on all of the parcel's wells not because there is a need for additional water sources, but rather as a limitation on the pumping capacity of the other existing wells on site to ensure overall water demand of 10.16 af/yr is not exceeded and that the Project reduces its existing overall groundwater demand. (COA 4.9) If only Well #1 is monitored, the pumping could potentially be increased on the other two wells resulting in increased groundwater use.

Conclusion:

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the Fourth Ground of Appeal and upholds the Planning Commission's approval of the Project.

E. Fifth Ground of Appeal.

Appellant's position: Appellant asserts that although this project has been in development since 2018, and although it acknowledges the need for well monitoring, there is no well monitoring or consumption data.

Findings and Decision: The Board finds and determines as follows:

1) It not uncommon for older wells in Napa County to not have meters or actual data. The Board further finds that the WAA data provided by the Applicant was reviewed by County staff and comply with the requirements set forth in the WAA Guidance Document. The WAA Guidance Document allows applicants to provide water use analyses based on standard criteria and water use set forth in the document. The Project well (Well #1) currently serves the existing vineyard irrigation and is proposed to serve the winery. The Project is proposing a reduction in overall groundwater use through the removal of 0.63 acres of existing vineyard (resulting in that much less vineyard requiring water 0.63 acres (*0.3 acre-feet per acre per year [af/ac/yr] = 0.189 af/yr)) and the recycling of winery process wastewater for supplemental vineyard irrigation. Through these changes in operation, the Project will reduce the annual pumping time for the parcel and limited the pumping rate for the Project well (Well #1) to 160 gallons per minute.

2) The revised COAs require that the parcel's overall groundwater use be limited to 10.16 af/yr, that the Project and all parcel wells be equipped with flow regulation devices limiting the pumping capacity to less than or equal to existing operations, preparation of a Ground Water Management Plan, and inclusion of the Project in the County's well monitoring program. The property owner will be required to satisfy all inspection and reporting requirements prior to final building permit approval and continue to monitor the wells in perpetuity as conditioned. The COAs require well monitoring data be made available to the Director of Planning, Building, and Environmental Services in order to comply with Groundwater Monitoring Program. (COA 4.9.)

Conclusion:

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the Fifth Ground of Appeal and upholds the Planning Commission's approval of the Project.

G. Sixth Ground of Appeal.

Appellant's position: Appellant contends that the application is based on assertions rather than empirical data, claiming that the Applicant's compliance with current groundwater extraction limitations is not supported by evidence. The Appellant contends that the Applicant's calculations of future consumption are also baseless and were adjusted only after staff pointed out that future consumption exceeded current extractions. Moreover, the Appellant asserts that the Applicant's representations are inconsistent, with different input values appearing in various parts of the application.

Findings and Decision: The Board finds and determines as follows:

1) The Project Description, the WAA, and the Wastewater System Feasibility Report are all consistent in their representation of water uses for existing and proposed conditions. Other Project studies such as the Biological Report and Traffic Study do not speak to or concern water use.

2) The Applicant's WAA was reviewed by County staff and determined to comply with the standards set forth in the WAA Guidance Document. The WAA Guidance Document allows applicants to provide reasonable estimates of existing extraction volumes based on land use when actual monitoring or well pumping data has not been collected and provided by an applicant. The Project is conditioned to ensure water use does not exceed 10.16 af/yr, which results in a reduction of overall groundwater use compared to existing water use. The permittee is required to actively monitor all of the property wells, prepare a Ground Water Management Plan, and include the Project in the County's well monitoring program which will ensure the property does not exceed these limits.

3) If the parcel is ever found to exceed these limits, there are measure that can be utilized to further reduce water use and ensure the Project maintains the conditioned 10.16 af/yr water use limit for the entire parcel. These measures were discussed by Supervising Planner Dana Morrison at the Planning Commission hearing and Board of Supervisors hearing, and include the following: installing a cover on the pool, replacing existing landscaping with low water use plantings, installing water saving fixtures and features in the residences, and even removal of existing vineyard to reduce the overall water demand of the site to ensure it does not exceed the cap of 10.16 af/yr. See Findings and Decision for Appeal Ground No. 7 (below) incorporated here by reference for information regarding empirical data.

Conclusion: For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the Sixth Ground of Appeal and upholds the Planning Commission's approval of the Project.

H. Seventh Ground of Appeal.

Appellant's position: Appellant asserts that although all extraction projections are represented to be based on County standards, non-conforming numbers have been utilized to support the proposition of “no change”.

Findings and Decision: The Board finds and determines as follows:

1) The Applicant's groundwater estimates are reasonable and consistent with the estimates provided in the County's WAA Guidance Document. The Project contains residences built prior to 1955 and the parcel has been actively managed as agricultural land since prior to 1940. It is not uncommon for older wells like the Applicant's to not have meters or actual data.

2) Since 2015, the County's WAA has required discretionary projects that utilize groundwater or increase the intensity of groundwater use to provide a water availability analysis. In the absence of actual metered data, the County's WAA Guidelines (Appendix B Guidelines for Estimating Non-Residential Water Usage) provides reasonable guidance for estimating groundwater use associated with various winery related activities. The guidelines were developed by the County's consulting hydrogeologist and based on technical literature of water use estimates from land uses and industry standards. Because each project has its own unique characteristics, applicants provide the most appropriate data to estimate water use for their specific project.

3) The Applicant's groundwater estimates, provided by a licensed engineer, are reasonable and consistent with the estimates provided in the County's WAA Guidance Document. The existing water use for the Property is estimated to be 10.18 acre-feet per year with 0.8 acre-feet attributable to residential use - the County's WAA Guidance Document estimates typical water use associated residential water use to be 0.50-0.75 af/yr, with 0.20-0.50 af/yr for a second residence, and 0.10 af/yr for an uncovered pool. The Applicant's WAA estimated water use demand is consistent with the County's WAA Guidance Document adopted by the Board of Supervisors because the house plus pool was calculated to account for 0.60 af/yr (main house and uncovered pool) and the second residence as 0.20 af/yr.

4) The remaining water use is accounted for by existing vineyard irrigation and heat protection. The County WAA Guidance Document estimates vineyard irrigation water use at 0.20-0.50 af/yr (Project assumes 0.30 af/yr which is within the standard) and 0.25 af/yr for heat protection (Project assumes 0.25 af/yr which is consistent with the standard). This estimates the existing vineyard water demand as 9.383 af/yr, which is the irrigation water use (17.06 acres x 0.3 af/ac/yr = 5.12 af/yr) plus the heat protection water use (17.06 acres x 0.25 af/ac/yr = 4.27 af/yr). There are no proposed changes to the residential use, leaving this number at 0.8 af/yr-unchanged. Approximately 0.63 net acres of existing vineyard will be removed to allow for the construction of the new winery, reducing vineyard irrigation usage to 9.0365 af/yr (16.43 af/yr x 0.3 af/ac/yr = 4.929 af/ac/yr) plus heat protection water use (16.43 x 0.25 af/ac/yr = 4.1075 af/ac/yr). This results in overall vineyard irrigation being reduced by 0.3465 af/yr (9.838 af/yr – 9.0365 af/yr).

5) For these reasons, the Board finds that the estimates, rationale, and methodology used in reaching the Applicant's calculations are reasonable and consistent with the County's WAA Guidance Document.

Conclusion

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the Seventh Ground of Appeal and upholds the Planning Commission's approval of the Project.

I. Eighth Ground of Appeal.

Appellant's position: Appellant contends that the claim that 45 daily visitors and events hosting up to 800 people will use no more water than the previously existing grape vines is because the constraints of the Water Availability Analysis (WAA) do not apply if the Applicant can show no net increase in water extraction. Appellant contends that the Applicant claims to be exempt from Tier reviews because the change of use does not change water consumption. Appellant further contends that it is directed solely at the WAA, not to the County's ongoing duty to determine potential injury to the public trust.

Findings and Decision: The Board finds and determines as follows:

1) The proposed water use calculations prepared by CMP Engineering & Land Surveying Inc., dated August 8, 2024 account for the 45 daily visitors and both medium and large events hosting up to 800 people. (Water Availability Analysis Report for the proposed winery named Bonny's Vineyard ("Project WAA"), pp. 13-17; Wastewater Calculations, p. 17.) The WAA demonstrated that overall water use on the subject parcel will decrease by 0.02 af/yr (or 0.02%), as a result of the removal of 0.63 acres of vines and the utilization of recycled process water would reduce the parcel's overall water use total by an additional 0.46 af/yr.

2) From a historic perspective, a 2011 Lot Line Adjustment resulted in the reduction of water use as the now combined parcels went from two primary residences to one primary residence with one accessory dwelling. Additionally, the parcel was historically planted with orchard (~8.5 acres) and converted to vineyard prior to 1993. Thus, historical water use for the site would have been 35.2 af/yr due to two primary residences (1.2 af/yr – estimated water demand of 0.60 af/ac/yr per residence), plus a water demand of 34 af/ac/yr for ~8.5 acres of orchard (8.5 acres x 4.0 af/ac/yr). The post Project water demand of 10.16 af/yr is over three times less than historic water demands of the parcel.

3) The Public Trust Doctrine requires the County to consider and give due regard to public trust resources when analyzing impacts that may impact a navigable waterway, or a non-navigable course (in this instance Conn Creek) which connects to a navigable waterway (Napa River). The Interim Napa County Well Permit Standards and WAA Guidance Document require an analysis of potential groundwater to surface water interaction for new, altered, or increased groundwater use occurring from Project wells within 1,500 feet of any County-identified

Significant Stream inside the Napa River Watershed. The nearest Significant Stream to the Project well is Conn Creek, which is approximately 181 feet from the well. However, a stream interference analysis is not required if modifications to the location, construction, or operation of the Project well are made to reduce any assumed harm relative to current conditions based on the conclusions by a qualified professional. (See WAA Interim Standards, fn. 6.) In the case of this Project, there are no proposed modifications to the location, construction or pumping rate of the existing Project well. (Project WAA, p. 5.)

4) A Tier 3 equivalent analysis was prepared by Cameron Pridmore (Registered Professional Engineer No. 76691) of CMP Engineering & Land Surveying. This equivalent analysis demonstrates that the Project will feasibly reduce any alleged harm to public trust resources by reducing the overall water use for the parcel by 0.02 af/yr. This will be accomplished through the removal of 0.63 acres of existing vineyard (resulting in less vineyard requiring water), the watering of portions of the existing vineyard with process wastewater from the winery, reducing the annual pumping time for the parcel, and limiting the pumping rate for all three parcel wells (Wells #1, # 2 and #3) to their existing operational capacity. (Project WAA, p. 5.) CMP Engineering & Land Surveying opined that these changes in operation will reduce any assumed harm relative to current conditions. Through these actions, the County has satisfied its duty to consider and feasibly reduced any alleged harm to public trust resources and no further analysis is required.

Conclusion:

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission's decision. Therefore, the Board denies the Eighth Ground of Appeal and upholds the Planning Commission's approval of the Project.

J. Ninth Ground of Appeal.

Appellant's position: Appellant contends that this project requires a Tier III analysis to determine whether current or proposed operations cause injury to proximate Conn Creek, which is part of the waters of the United States. Appellant claims that even if the Board finds that the project is exempt from Tier review, Appellant argues that this factor does not fulfill the independent duty to ensure no harm occurs to the public trust. Appellant asserts there is no data in the application that shows any public trust review has ever been conducted and if, hypothetically, a public trust review reveals injury from current operations, whether or not the proposed operations may cause injury, the County is not authorized to permit the injury. Further, Appellant contends that injuries to the public trust are incapable of vesting into a right.

Findings and Decision: The Board finds and determines as follows:

1) The Board acknowledges, under the Public Trust doctrine, that the County has an affirmative duty to take the Public Trust into account in the planning and allocation of trust resources, and to protect Public Trust uses when feasible. The Doctrine is implicated if the

groundwater in question is hydraulically interconnected to the Napa River and applies only if the project approval “will result in extraction of groundwater adversely affecting the public’s right to use [a navigable waterway] for trust purposes, [then] the County must take the public trust into consideration and protect public trust uses when feasible.” (*Environmental Law Foundation v. State Water Resources Control Bd.* (2018) 26 Cal.App.5th 844, 853-54.)

2) To comply with longstanding California Supreme Court and Court of Appeal holdings, Napa County has determined that projects extracting water from wells within 1,500 feet of defined “Significant Streams,” in this case Conn Creek, must submit a Tier 3 or equivalent analysis for the County to discharge its legal duties under Public Trust doctrine, whether the proposed project is proposing to extract more or less groundwater or remain at status quo (e.g., no net increase). Equivalent analysis assumes hydraulic connectivity and proposes modifications to the project well(s) to reduce impacts. A Public Trust analysis begins and ends with whether the project allegedly harms a navigable waterway. (*Id.* at p. 859.) The County’s obligation is to consider and give due regard, but not necessarily to prohibit uses or to fully mitigate impacts as required by CEQA.

3) The Project will comply with the WAA Guidance document because the Project proposes to modify the site’s groundwater pumping operational characteristics, which will reduce existing groundwater extraction from the Project well which offers the greatest leverage in reducing stream flow depletion and any alleged harm to public trust resources. As noted in the WAA and discussed in the Findings and Decision for Appeal Ground No. 8, the proposed Project well (Well #1) is located 181 feet from a County identified significant stream (Conn Creek). Public Trust Doctrine requires the County to consider and give due regard to public trust when analyzing impacts that may impact a navigable waterway, or a non-navigable course (in this instance Conn Creek) which connects to a navigable waterway (Napa River).

4) The Board finds that a Tier 3 equivalent analysis was prepared by CMP Engineering & Land Surveying which demonstrates that the Project will reduce alleged harm to public trust resources by reducing the overall water use for the parcel by 0.02 af/yr and by complying with the approved COAs, including the addition of the Board’s condition requiring the destruction of potential well #4 and modifications to COA 4.20.b to limit the pumping time in addition to the flow regulation devices to limit pumping rate to less than or equal to existing operations for all parcel wells. The engineer opined that the Project would reduce overall well pumping time and reduce any assumed harm relative to current conditions.

Conclusion:

For the foregoing reasons, the Board finds that substantial evidence exists in the record to uphold the Planning Commission’s decision. Therefore, the Board denies the Ninth Ground of Appeal and upholds the Planning Commission’s approval of the Project.

Section 4. Revised Conditions of Approval.

The Board revised the Conditions of Approval (COA) to include (1) destruction of a fourth well on the property, unless it is confirmed to be already destroyed; (2) require winery access to occur from Skellenger Lane and prohibit use of the private road south to Oakville Cross Road, the secondary access easement; and (3) require a flow regulation device for all three wells to limit pumping time and pumping capacity to existing uses. The revised COAs are attached as Exhibit "A."

Section 5. CEQA Determination.

A. The Board has received and reviewed the Mitigated Negative Declaration pursuant to the provisions of CEQA and of Napa County's Local Procedures for Implementing CEQA, and finds that:

1. The Mitigated Negative Declaration is based on independent judgment exercised by the Board of Supervisors.
2. The Mitigated Negative Declaration was prepared and considered in accordance with the requirements of CEQA.
3. There is no substantial evidence in the record as a whole that the Project will have a significant effect on the environment after implementation of mitigation measures. Mitigation measures are proposed for the following areas: Biological Resources.
4. There is no evidence in the record as a whole that the proposed Project will have a potential adverse effect on wildlife resources or habitat upon which the wildlife depends after implementation of mitigation measures.
5. The site of this proposed Project is not on any of the lists of hazardous waste sites enumerated under Government Code Section 65962.5 and is not within the boundaries of any airport land use plan.
6. The Clerk of the Board is the custodian of the records of the proceedings on which this decision is based. The records are located at the Napa County Planning, Building, & Environmental Services Department, 1195 Third Street, Second Floor, Napa, California.

B. The Board adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project and finds that the proposed Project would not have any potentially significant effects.

Section 6. Substantial Evidence.

Substantial evidence supporting each and every finding made herein is contained in the record of proceedings. All of the files and records that comprise the administrative record for the Project are incorporated herein by reference.

Section 7. **Summary of Decision.**

Based on the foregoing facts, findings, rationales, determinations and conclusions, the Board of Supervisors hereby:

- A. Denies the Appeal in its entirety;
- B. Adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project;
- C. Upholds the Planning Commission's approval of Use Permit No. P22-00002-UP for the Bonny's Vineyard Winery; and
- D. Approves the Project subject to the revised Conditions of Approval attached as Exhibit "A."

Section 8. **Effective Date.**

This resolution shall take effect in accordance with the provisions of Napa County Code Section 2.88.090.

Section 9. **Judicial Challenge.**

Unless a shorter period applies, any judicial challenge to this decision is governed by California Code of Civil Procedure Section 1094.6.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Board of Supervisors of the County of Napa, State of California, at a regular meeting of
said Board held on the 24th day of June 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

ANNE COTTRELL, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>McKayla McMahon</u> Deputy County Counsel Date: <u>June 17, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors Date: _____ By: _____
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Attachment:

- Exhibit “A” – Revised Conditions of Approval and Final Agency Approval Memos

Exhibit “A”

Revised Conditions of Approval and Final Agency Approval Memos

Bonny’s Vineyard Appeal P25-00020-APL
Board of Supervisors
June 24, 2025

**BOARD OF SUPERVISORS
REVISED CONDITONS OF APPROVAL**

**BONNY'S VINEYARD WINERY
P22-00002-UP
1555 SKELLENGER LANE, NAPA, CA. 94558
(APN 030-200-080)**

This permit encompasses and shall be limited to the project commonly known as Bonny's Vineyard Winery, located at APN 030-200-080. Part I encompasses the Project Scope and general conditions pertaining to statutory and local code references, project monitoring, and the process for any future changes or activities. Part II encompasses the ongoing conditions relevant to the operation of the project. Part III encompasses the conditions relevant to construction and the prerequisites for a Final Certificate of Occupancy. It is the responsibility of the permittee to communicate the requirements of these conditions and mitigations (if any) to all designers, contractors, employees, and guests of the winery to ensure compliance is achieved.

When modifying a legally established entitlement related to this project, these conditions are not intended to be retroactive or to have any effect on existing vested rights except where specifically indicated.

**MODIFICATIONS TO THE CONDITIONS OF APPROVAL ARE NOTED IN
UNDERLINE AND ~~STRIKETHROUGH~~**

PART I

1.0 PROJECT SCOPE

This permit encompasses and shall be limited to:

- 1.1 Approval of a Use Permit, for a 30,000 gallons per year winery with the following characteristics:
 - a. Construction of a 10,996 square foot (sf) winery building with a 1,426 sf covered crush pad, a 392 sf uncovered mechanical yard and 1,255 sf of covered loggia (patio space);
 - b. Six (6) full-time employees;
 - c. By appointment tours and tastings for a maximum of 45 visitor per day with catering provided; catering will be prepared offsite, including outdoors tastings as set forth in Conditions of Approval (COAs) No. 4.1 and 4.2;
 - d. A marketing program consisting of two (2) large events per year with a maximum of 150 visitors and nine (9) smaller events per year with a maximum of 8- visitors, including on-premises consumption of wine

- as set forth in COA No. 4.3 and 4.4 below;
- e. Hours of operation: production days and hours 9:00 AM to 5:00 PM, seven (7) days per week, visitation days and hours 10:00 AM to 5:00 PM, seven (7) days per week;
- f. Parking for 20 cars with overflow event parking occurring on-site, and as needed along the existing vineyard avenues for events (but not within required stream setbacks);
- g. Installation of on-site landscaping;
- h. On-site domestic wastewater treatment system and drip dispersal system with a 3,616 sf dispersal area;
- i. Widening existing driveway to Napa County Road and Street Standards (NCRSS);
- j. Three (3) 10,000-gallon water storage tanks for fire suppression and water storage, and;
- k. Use of existing site well #1 for winery uses (with monitoring of all 3 parcel wells).

The winery shall be designed in substantial conformance with the submitted site plan, elevation drawings, and other submittal materials and shall comply with all requirements of the Napa County Code (the County Code). It is the responsibility of the permittee to communicate the requirements of these conditions and mitigations (if any) to all designers, contractors, employees, and guests of the winery to ensure compliance is achieved. Any expansion or change in winery use or alternative locations for fire suppression or other types of water tanks shall be approved in accordance with the County Code and may be subject to the permit modification process.

2.0 STATUTORY AND CODE SECTION REFERENCES

All references to statutes and code sections shall refer to their successor as those sections or statutes may be subsequently amended from time to time.

3.0 MONITORING COSTS

All staff costs associated with monitoring compliance with these conditions, previous permit conditions, and project revisions shall be borne by the permittee and/or property owner. Costs associated with conditions of approval and mitigation measures that require monitoring, including investigation of complaints, other than those costs related to investigation of complaints of non-compliance that are determined to be unfounded, shall be charged to the property owner or permittee. Costs shall be as established by resolution of the Board of Supervisors in accordance with the hourly consulting rate established at the time of the monitoring and shall include maintenance of a \$500 deposit for construction compliance monitoring that shall be retained until issuance of a Final Certificate of Occupancy. Violations of conditions of approval or mitigation measures caused by the permittee's contractors, employees, and/or guests are the responsibility of the permittee.

The Planning Commission may implement an audit program if compliance deficiencies are noted. If evidence of a compliance deficiency is found to exist by the Planning Commission at some time in the future, the Planning Commission may institute the program at the applicant's expense (including requiring a deposit of funds in an amount determined by the Commission) as needed until compliance assurance is achieved. The Planning Commission may also use the data, if so warranted, to commence revocation proceedings in accordance with the County Code.

PART II

4.0 OPERATIONAL CHARACTERISTICS OF THE PROJECT

Permittee shall comply with the following during operation of the winery:

4.1 GENERAL PROVISIONS

Consistent with the County Code, tours and tastings and marketing may occur at a winery only where such activities are accessory and "clearly incidental, related, and subordinate to the primary operation of the winery as a production facility."

Tours and tastings (defined below) may include food and wine pairings, where all such food service is provided without charge except to the extent of cost recovery and is incidental to the tasting of wine. Food service may not involve menu options and meal service such that the winery functions as a café or restaurant.

Retail sales of wine shall be permitted as set forth in the County Code.

4.2 TOURS AND TASTINGS/VISITATION

Tours and tastings shall be by appointment only and shall be limited to the following:

- a. Frequency: 7 days per week, Monday through Sunday;
- b. Maximum number of persons per day: 45;
- c. Maximum number of persons per week: 315;
- d. Hours of visitation: 10:00 AM to 5:00 PM;
- e. Outdoors tasting areas (AB52) as noted on the approved plan set, and
- f. Wine and food pairings where food is provided by a licensed caterer.

"Tours and tastings" means tours of the winery and/or tastings of wine, where such tours and tastings are limited to persons who have made unsolicited prior appointments for tours or tastings.

A log book (or similar record) shall be maintained to document the number of visitors to the winery (for either tours and tastings or marketing events), and the dates of the visits. This record of visitors shall be made available to the Planning, Building, and Environmental Services (PBES) Department upon request.

4.3 MARKETING

- a. Two (2) events per year with a maximum of 150 visitors, 6:00 PM – 10:00 PM;
- b. Nine (9) events per year with a maximum of 80 visitors, 6:00 PM – 10:00 PM;
- c. Catering for all events will be prepared offsite and provided by a catering company;
- d. Outdoor marketing event areas as noted on the approved plan set; and
- e. Quiet clean up from 10:00 PM - 11:00 PM.

"Marketing of wine" means any activity of a winery which is conducted at the winery on a prearranged basis for the education and development of customers and potential customers with respect to wine which can be sold at the winery on a retail basis pursuant to the County Code. Marketing of wine may include cultural and social events directly related to the education and development of customers and potential customers provided such events are clearly incidental, related and subordinate to the primary use of the winery. Marketing of wine may include food service, including food and wine pairings, where all such food service is provided without charge except to the extent of cost recovery.

Business events are similar to cultural and social events, in that they will only be considered as "marketing of wine" if they are directly related to the education and development of customers and potential customers of the winery and are part of a marketing plan approved as part of the winery's Use Permit. To be considered directly related to the education and development of customers or potential customers of the winery, business events must be conducted at no charge except to the extent of cost recovery, and any business content unrelated to wine must be limited.

Careful consideration shall be given to the intent of the event, the proportion of the business event's non-wine-related content, and the intensity of the overall marketing plan (County Code).

All marketing event activity, excluding quiet clean-up, shall cease by 10:00 p.m. If any event is held which will exceed the available on-site parking, the permittee shall prepare an event-specific parking plan which may include, but not be limited to, valet service or off-site parking and shuttle service to the winery.

Auction Napa Valley (ANV) events need not be included in a participating winery's marketing plan because they are covered by ANV's Category 5 Temporary Permit. The winery may utilize any ANV event authorized in this permit for another charitable event of similar size.

4.4 ON-PREMISES CONSUMPTION

In accordance with State law and the PBES Director's July 17, 2008, memo, "Assembly Bill 2004 (Evans) & the Sale of Wine for Consumption On-Premises," on-premises consumption of wine produced on-site and purchased from the winery may occur solely in the in the winery building and the surrounding paved/courtyard area. Any and all visitation associated with on-premises consumption shall be subject to the maximum per person weekday and weekend daily tours and tastings visitation limitation and/or applicable limitations of permittee's marketing plan set forth in COA Nos. 4.2 and 4.3 above. AB2004 outdoor tasting and event space, as indicated in the plan set (see Exhibit E)

4.5 RESIDENCE OR NON-WINERY STRUCTURES

Unless specifically authorized by this permit or a previously approved permit, the existing single-family residence and second dwelling unit shall not be used for commercial purposes or in conjunction with the operation and/or visitation/marketing program for the winery. If either of the residences are rented, they shall only be rented for periods of 30 days or more, pursuant to the County Code.

4.6 GRAPE SOURCE

At least 75% of the grapes used to make the winery's still wine or the still wine used by the winery to make sparkling wine shall be grown within Napa County. The permittee shall keep records of annual production documenting the source of grapes to verify that 75% of the annual production is from Napa County grapes. The report shall recognize the Agriculture Commission's format for County of origin of grapes and juice used in the Winery Production Process. The report shall be provided to the PBES Department upon request, but shall be considered proprietary information and not available to the public

4.7 COMPLIANCE REVIEW

Permittee shall obtain and maintain all permits (use permits and modifications) and licenses from the California Department of Alcoholic Beverage Control (ABC) and United States Tax and Trade Bureau (TTB), and California Department of Food and Agriculture (CDFA) Grape Crush Inquiry data, all of which are required to produce and sell wine. In the event the required ABC and/or TTB permits and/or licenses are suspended or revoked, permittee shall cease marketing events and tours and tastings until such time as those ABC and/or TTB permits and licenses are reinstated.

Visitation log books, visitor reports, custom crush client records, and any additional documentation determined by Staff to be necessary to evaluate compliance may be requested by the County for any code compliance. The permittee (and their successors) shall be required to participate fully in the winery code compliance review process.

4.8 RENTAL/LEASING

No winery facilities, or portions thereof, including, without limitation, any kitchens, barrel storage areas, or warehousing space, shall be rented, leased, or

used by entities other than persons producing and/or storing wine at the winery, such as alternating proprietors and custom producers, except as may be specifically authorized in this Permit or pursuant to the Temporary Events Ordinance (County Code Chapter 5.36).

4.9 GROUND WATER MANAGEMENT – WELLS

a. The parcel shall be limited to 10.16 acre-feet of groundwater per year for all water consuming activities on the parcel.

i. For the first twelve months of operation under this permit, the permittee shall read the meters at the beginning of each month and provide the data to the PBES Director monthly. If the water usage on the property exceeds, or is on track to exceed, 10.16 acre-feet per year, or if the permittee fails to report, additional reviews and analysis and/or a corrective action program at the permittee's expense shall be required and shall be submitted to the PBES Director for review and action.

a. —

b. Well Flow Regulation Devices

1. The winery well (well #1 – “Project Well”) shall be equipped with a flow regulation device limiting the pumping capacity to less than or equal to 160 gallons per minute and limiting the pumping time to less than or equal to existing operations.

i. Within 120 days of approval, the permittee shall begin to monitor well #1 to establish the baseline pumping operations for pumping time.

ii. To determine the baseline pumping time the permittee shall submit well pumping data for well #1 to PBES Planning staff at the beginning of each month for a total of 12 months.

iii. Once the baseline pumping time is established and confirmed by PBES Planning Staff, prior to Building Permit Final, well #1 shall be equipped with a flow regulation device limiting the pumping time to the determined baseline.

iv. Permittee shall provide well monitoring data for well #1 as noted under COA 4.9.a.i.

2. The secondary residential well (well #2) shall be equipped with a flow regulation device limiting the pumping capacity to less than or equal to 200 gallons per minute and limiting the pumping time to less than or equal to existing operations.

i. Within 120 days of approval, the permittee shall begin to monitor well #2 to establish the baseline pumping operations for pumping time.

- ii. To determine the baseline pumping time the permittee shall submit well pumping data to PBES Planning Staff at the beginning of each month for a total of 12 months.
- iii. Once the baseline pumping time is established and confirmed by PBES Planning Staff, prior to Building Permit Final, well #2 shall be equipped with a flow regulation device limiting the pumping time to the determined baseline.
- iv. Permittee shall provide well monitoring data for well #2 as noted under COA 4.9.a.i.

~~4. —~~

3. The primary residential/agricultural well (well #3) shall be equipped with a flow regulation device limiting the pumping time and pumping capacity to less than or equal to existing operations.

- i. Within 120 days of approval, the permittee shall begin to monitor well #3 to establish the baseline pumping operations for pumping rate and pumping time.
- ii. To determine the baseline pumping rate and pumping time the permittee shall submit well pumping data to PBES Planning Staff at the beginning of each month for a total of 12 months.
- iii. Once the baseline pumping time is established and confirmed by PBES Planning Staff, prior to Building Permit Final, well #3 shall be equipped with a flow regulation device limiting the pumping rate and pumping time to the determined baseline.
- iv. Permittee shall provide well monitoring data for well #3 as noted under COA4.9.a.i.

~~2. — Since the yield for Well #3 is currently unknown, immediately upon approval the applicant shall monitor well #3 to establish the baseline pumping operations, and then coordinate with PBES Planning Staff to determine the existing pumping capacity operations, once the existing baseline is established well #3 shall be equipped with a flow regulation device limiting the pumping capacity to the determined existing baseline.~~

c. Prior to the submittal of building permit application for the new winery the permittee shall submit and obtain approval of any necessary permits (Building Permits, Grading Permits or Planning Permit, as applicable) to destroy the potential 4th parcel well identified as “(E) Well for House” on the approved Building Plan Set for B16-01016, and shall destroy said well once approval is obtained. Furthermore, the permittee shall submit proof to PBES Planning Staff that destruction has occurred.

e.d. A Groundwater Demand Management Program shall be developed and implemented for the property as outlined in COA 6.15(a) further below in this document.

~~d.e.~~ This condition is implemented by the PBES Department:

The permittee shall be required (at the permittee's expense) to record well monitoring data (specifically, static water level no less than quarterly, and the volume of water no less than monthly). Such data will be provided to the County, if the PBES Director determines that substantial evidence¹ indicates that water usage at the winery is affecting, or would potentially affect, groundwater supplies or nearby wells. If data indicates the need for additional monitoring, and if the applicant is unable to secure monitoring access to neighboring wells, onsite-monitoring wells may need to be established to gauge potential impacts on the groundwater resource utilized for the project. Water usage shall be minimized by use of best available control technology and best water management conservation practices.

In order to support the County's groundwater monitoring program, well monitoring data as discussed above will be provided to the County if the Director of PBES determines that such data could be useful in supporting the County's groundwater monitoring program. The project well will be made available for inclusion in the groundwater monitoring network if the Director of PBES determines that the well could be useful in supporting the program.

In the event that changed circumstances or significant new information provide substantial evidence¹ that the groundwater system referenced in the Use Permit would significantly affect the groundwater basin, the PBES Director shall be authorized to recommend additional reasonable conditions on the permittee, or revocation of this permit, as necessary to meet the requirements of the County Code and to protect public health, safety, and welfare.

4.10 AMPLIFIED MUSIC

There shall be no amplified sound system or amplified music utilized outside of approved, enclosed, winery buildings.

4.11 TRAFFIC

To the maximum extent feasible, scheduling of reoccurring vehicle trips to and from the site for employees and deliveries shall not occur during peak travel times (4:00 to 6:00 p.m. on weekdays and 1:00 to 3:00 p.m. on Saturdays and Sundays). All road improvements on private property required per Engineering Services shall be maintained in good working condition and in accordance with the Napa County Roads and Streets Standards.

4.12 PARKING

The location of visitor parking and truck loading zone areas shall be identified along with proposed circulation and traffic control signage (if any).

Parking shall be limited to approved parking spaces only and shall not occur along access

1. Substantial evidence is defined by case law as evidence that is of ponderable legal significance, reasonable in nature, credible and of solid value. The following constitute substantial evidence: facts, reasonable assumptions predicated on facts; and expert opinions supported by facts. Argument, speculation, unsubstantiated opinion or narrative, or clearly inaccurate or erroneous information do not constitute substantial evidence.

or public roads or in other locations except during harvest activities and approved marketing events. In no case shall parking impede emergency vehicle access or public roads.

4.13 BUILDING DIVISION – USE OR OCCUPANCY CHANGES

Please contact the Building Division with any questions regarding the following:

In accordance with the California Building Code (CBC), no change shall be made in the use of occupancy of an existing building unless the building is made to comply with the requirements of the current CBC for a new building.

4.14 FIRE DEPARTMENT – TEMPORARY STRUCTURES

Please contact the Fire Department with any questions regarding the following:

The permittee and/or designee shall obtain a tent permit from the Fire Department for any temporary structures utilized for authorized marketing events allowed per COA No. 4.3 above.

4.15 NAPA COUNTY MOSQUITO ABATEMENT PROGRAM

The installation, operation and maintenance of the process wastewater ponds shall be in conformance with the Napa County Mosquito Abatement District's program for eliminating mosquito sources and managing mosquito-breeding areas in order to reduce mosquitoes to a tolerable and healthful level.

4.16 GENERAL PROPERTY MAINTENANCE – LIGHTING, LANDSCAPING, PAINTING, OUTDOOR EQUIPMENT STORAGE, AND TRASH ENCLOSURE AREAS

- a. All lighting shall be permanently maintained in accordance with the lighting and building plans approved by the County. Lighting utilized during harvest activities is exempt from this requirement.
- b. All landscaping and outdoor screening, storage, and utility structures shall be permanently maintained in accordance with the landscaping and building plans approved by the County. No stored items shall exceed the height of the screening. Exterior winery equipment shall be maintained so as to not create a noise disturbance or exceed noise thresholds in the County Code.
- c. The colors used for the roof, exterior walls and built landscaping features of the winery shall be limited to earth tones that will blend the facility into the colors of the surrounding site-specific vegetation. The permittee shall obtain the written approval of the Planning Division prior to any change in paint colors that differ from the approved building permit. Highly reflective surfaces are prohibited.

- d. Designated trash enclosure areas shall be made available and properly maintained for intended use.

4.17 NO TEMPORARY SIGNS

Temporary off-site signage, such as “A-Frame” signs, is prohibited.

4.18 COMPLIANCE WITH OTHER DEPARTMENTS AND AGENCIES – OPERATIONAL CONDITIONS

The attached project conditions of approval include all of the following County Divisions, Departments and Agencies’ requirements. Without limiting the force of those other requirements which may be applicable, the following are incorporated by reference as enumerated herein:

- a. Engineering Services Division operational conditions as stated in their Memorandum dated September 14, 2022.
- b. Environmental Health Division operational conditions as stated in their Memorandum dated October 30, 2024.
- c. Fire Department operational conditions as stated in their Inter-Office Memo dated August 25, 2022.
- d. Department of Public Works operational conditions as stated in their Memorandum dated September 21, 2022 – updated October 24, 2024.
- e. Building Division operational comments as stated in their January 28, 2022 memo.

The determination as to whether or not the permittee has substantially complied with the requirements of other County Divisions, Departments and Agencies shall be determined by those County Divisions, Departments or Agencies. The inability to substantially comply with the requirements of other County Divisions, Departments and Agencies may result in the need to modify this permit.

4.19 OPERATIONAL MITIGATION MEASURES (RESERVED)

4.20 OTHER CONDITIONS APPLICABLE TO THE OPERATIONAL ASPECTS OF THE PROJECT

- a. The parcel shall be limited to 10.16 acre-feet of groundwater per year for all water consuming activities on the parcel.
- b. Well Flow Regulation Devices

1. The winery well (well #1 – “Project Well”) shall be equipped with a flow regulation device limiting the pumping capacity to less than or equal to 160 gallons per minute and limiting the pumping time to less than or equal to existing operations.
 - i. Within 120 days of approval, the permittee shall begin to monitor well #1 to establish the baseline pumping operations for pumping time.
 - ii. To determine the baseline pumping time the permittee shall submit well pumping data for well #1 to PBES Planning staff at the beginning of each month for a total of 12 months.
 - iii. Once the baseline pumping time is established and confirmed by PBES Planning Staff, prior to Building Permit Final, well #1 shall be equipped with a flow regulation device limiting the pumping time to the determined baseline.
 - iv. Permittee shall provide well monitoring data for well #1 as noted under COA 4.9.a.i.~~The winery well (well #1 – “Project Well”) shall be equipped with a flow regulation device limiting the pumping capacity to less than or equal to 160 gallons per minute.~~
- 4.
2. The secondary residential well (well #2) shall be equipped with a flow regulation device limiting the pumping capacity to less than or equal to 200 gallons per minute and limiting the pumping time to less than or equal to existing operations.
 - i. Within 120 days of approval, the permittee shall begin to monitor well #2 to establish the baseline pumping operations for pumping time.
 - ii. To determine the baseline pumping time the permittee shall submit well pumping data to PBES Planning Staff at the beginning of each month for a total of 12 months.
 - iii. Once the baseline pumping time is established and confirmed by PBES Planning Staff, prior to Building Permit Final, well #2 shall be equipped with a flow regulation device limiting the pumping time to the determined baseline.
 - iv. Permittee shall provide well monitoring data for well #2 as noted under COA 4.9.a.i.
2. ~~The secondary residential well (well #2) shall be equipped with a flow regulation device limiting the pumping capacity to less than or equal to 200 gallons per minute.~~
3. The primary residential/agricultural well (well #3) shall be equipped with a flow regulation device limiting the pumping time and pumping capacity to less than or equal to existing operations.
 - i. Within 120 days of approval, the permittee shall begin to monitor

well #3 to establish the baseline pumping operations for pumping rate and pumping time.

ii. To determine the baseline pumping rate and pumping time the permittee shall submit well pumping data to PBES Planning Staff at the beginning of each month for a total of 12 months.

iii. Once the baseline pumping time is established and confirmed by PBES Planning Staff, prior to Building Permit Final, well #3 shall be equipped with a flow regulation device limiting the pumping rate and pumping time to the determined baseline.

iv. Permittee shall provide well monitoring data for well #2 as noted under COA 4.9.a.i.

~~3. The primary residential/agricultural well (well #3) shall be equipped with a flow regulation device limiting the pumping capacity to less than or equal to existing operations.~~

~~i. Since the yield for Well #3 is currently unknown, immediately upon approval the applicant shall monitor well #3 to establish the baseline pumping operations, and then coordinate with PBES Planning Staff to determine the existing pumping capacity operations, once the existing baseline is established well #3 shall be equipped with a flow regulation device limiting the pumping capacity for the determined existing baseline.~~

c. Prior to the submittal of building permit application for the new winery the applicant shall submit and obtain approval of any necessary permits (Building Permit, Grading Permit or Planning Permit, as applicable) to destroy the potential 4th parcel well identified as “(E) Well for House” on the approved Building Plan Set for B16-01016, and shall destroy said well once approval is obtained. Furthermore, the applicant shall submit proof to PBES Planning Staff that destruction has occurred.

~~e.d.~~ A Groundwater Demand Management Program shall be developed and implemented for the property as outlined in COA 6.15(a) further below in this document.

~~e.e.~~ No overflow event or employee parking shall occur within the vineyard avenues located within the required 45-foot setback from Conn Creek (Planning COA).

~~e.f.~~ Applicant shall prepare and adhere to the Traffic Demand Management Plan that incorporates the approaches in their Traffic Impact Study (Planning COA).

~~f.g.~~ Comply with Conditions noted in Agency Approval Memos under 6.1 a-e.

4.21 PREVIOUS CONDITIONS [RESERVED]

PART III

5.0 PREREQUISITE FOR ISSUANCE OF PERMITS

5.1 PAYMENT OF FEES

No building, grading or sewage disposal permits shall be issued or other permits authorized until all accrued planning permit processing fees have been paid in full. This includes all fees associated with plan check and building inspections, associated development impact fees established by County Ordinance or Resolution, and the Napa County Affordable Housing Mitigation Fee in accordance with County Code.

6.0 GRADING/DEMOLITION/ENVIRONMENTAL/BUILDING PERMIT/OTHER PERMIT PREREQUISITES

Permittee shall comply with the following with the submittal of a grading, demolition, environmental, building and/or other applicable permit applications.

6.1 COMPLIANCE WITH OTHER DEPARTMENTS AND AGENCIES – PLAN REVIEW, CONSTRUCTION AND PREOCCUPANCY CONDITIONS

The attached project conditions of approval include all of the following County Divisions, Departments and Agencies' requirements. The permittee shall comply with all applicable building codes, zoning standards, and requirements of County Divisions, Departments and Agencies at the time of submittal and may be subject to change. Without limiting the force of those other requirements which may be applicable, the following are incorporated by reference as enumerated herein:

- a. Engineering Services Division operational conditions as stated in their Memorandum dated September 14, 2022.
- b. Environmental Health Division operational conditions as stated in their Memorandum dated October 30, 2024.
- c. Fire Department operational conditions as stated in their Memorandum dated August 25, 2022.
- d. Public Works operation conditions as stated in their Memorandum dated September 21, 2022, Updated October 24, 2024.
- e. Building Department construction comments noted in their January 28,

2022 memo.

The determination as to whether or not the permittee has substantially complied with the requirements of other County Divisions, Departments and Agencies shall be determined by those County Divisions, Departments or Agencies. The inability to substantially comply with the requirements of other County Divisions, Departments and Agencies may result in the need to modify the permit.

6.2 BUILDING DIVISION – GENERAL CONDITIONS

- a. A building permit shall be obtained for all construction occurring on the site not otherwise exempt by the California Building Code (CBC) or any State or local amendment adopted thereto.
- b. If there are any existing structures and/or buildings on the property that will need to be removed to accommodate construction activities, a separate demolition permit shall be required from the Building Division prior to removal. The permittee shall provide a “J” number from the Bay Area Air Quality Management District (BAAQMD) at the time the permittee applies for a demolition permit if applicable.
- c. All areas of newly designed and newly constructed buildings, facilities and on-site improvements must comply with the CBC accessibility requirements, as well as, American with Disability Act requirements when applicable. When alterations or additions are made to existing buildings or facilities, an accessible path of travel to the specific area of alteration or addition shall be provided as required per the CBC.

6.3 LIGHTING – PLAN SUBMITTAL

- a. Two (2) copies of a detailed lighting plan showing the location and specifications for all lighting fixtures to be installed on the property shall be submitted for Planning Division review and approval. All lighting shall comply with the CBC.
- b. All exterior lighting, including landscape lighting, shall be shielded and directed downward, shall be located as low to the ground as possible, shall be the minimum necessary for security, safety, or operations; on timers; and shall incorporate the use of motion detection sensors to the greatest extent practical. All lighting shall be shielded or placed such that it does not shine directly on adjacent properties or impact vehicles on adjacent streets. No flood-lighting or sodium lighting of the building is permitted, including architectural highlighting and spot lighting. Low-level lighting shall be utilized in parking areas as opposed to elevated high-intensity light standards. Lighting utilized during harvest activities is exempt from this requirement.

6.4 LANDSCAPING – PLAN SUBMITTAL

- a. Two (2) copies of a detailed final landscaping and irrigation plan, including parking details, shall be submitted with the building permit application package for the Planning Division's review and approval prior to the issuance of any building permit associated with this Use Permit. The plan shall be prepared pursuant to the County's Water Efficient Landscape Ordinance (Chapter 18.118 of the County Code) requirements in effect at the time of building permit application submittal, as applicable, and shall indicate the names and locations of all plant materials to be used along with their method of maintenance.
- b. Plant materials shall be purchased locally when practical, and to the greatest extent possible, the plant materials shall be the same native plants found in Napa County. The Agricultural Commissioner's office shall be notified of all impending deliveries of live plants with points of origin outside of Napa County.
- c. No trees greater than 6" diameter at breast height shall be removed, except for those identified on the submitted site plan. Any Oak trees removed as a result of the project shall be replaced at a 2:1 ratio and shown on the landscaping plans for the Planning Division's review and approval. Trees to be retained shall be protected during construction by fencing securely installed at the outer most dripline of the tree or trees. Such fencing shall be maintained throughout the duration of the work undertaken in connection with the winery development/construction. In no case shall construction material, debris or vehicles be stored in the fenced tree protection area.
- d. Evergreen screening shall be installed between the industrial portions of the operation (e.g. tanks, crushing area, parking area, etc.) and any off-site residence from which these areas can be viewed.

6.5 COLORS

The colors used for the roof, exterior walls and built landscaping features of the winery shall be limited to earth tones that will blend the facility into the colors of the surrounding site specific vegetation. The permittee shall obtain the written approval of the Planning Division in conjunction with building permit review and/or prior to painting the building. Highly reflective surfaces are prohibited.

6.6 OUTDOOR STORAGE/SCREENING/UTILITIES

- a. Details of outdoor storage areas and structures shall be included on the building and landscape plans. All outdoor storage of winery equipment shall be screened from the view of residences of adjacent properties by a

visual barrier consisting of fencing or dense landscaping. No stored item shall exceed the height of the screening. Water and fuel tanks, and similar structures, shall be screened to the extent practical so as to not be visible from public roads and adjacent parcels.

- b. New utility lines required for this project that are visible from any designated scenic transportation route (see Community Character Element of the General Plan and the County Code) shall be placed underground or in an equivalent manner be made virtually invisible from the subject roadway.
- c. Exterior winery equipment shall be located, enclosed or muffled so as not to exceed noise thresholds in the County Code.

6.7 TRASH ENCLOSURES

Adequate area must be provided for collection and loading of garbage and recyclables generated by the project. The applicant must work with the franchised garbage hauler for the service area in which they are located, in order to determine the area and the pedestrian and vehicle access needed for the collection site. The garbage and recycling enclosure shall meet the minimum enclosure requirements established by staff and the franchised hauler, which shall be included in the building permit submittal.

6.8 ADDRESSING

All project site addresses shall be determined by the PBES Director, and be reviewed and approved by the United States Post Office. The PBES Director reserves the right to issue or re-issue an appropriate situs address at the time of issuance of any building permit to ensure proper identification and sequencing of numbers. For multi-tenant or multiple structure projects, this includes building permits for later building modifications or tenant improvements.

6.9 HISTORIC RESOURCES [RESERVED]

6.10 DEMOLITION ACTIVITIES [RESERVED]

6.11 VIEWSHED – EXECUTION OF USE RESTRICTION [RESERVED]

6.12 PERMIT PREREQUISITE MITIGATION MEASURES [RESERVED]

6.13 PARCEL CHANGE REQUIREMENTS [RESERVED]

6.14 FINAL MAPS [RESERVED]

6.15 OTHER CONDITIONS APPLICABLE TO THE PROJECT PERMITTING PROCESS

a. Groundwater Demand Management Program

1. The permittee shall install a meter on each well serving the parcel. Each meter shall be placed in a location that will allow for the measurement of all groundwater used on the project parcel. Prior to the issuance of a grading or building permit for the winery or expanding any operations as approved under this modification, the permittee shall submit for review and approval by the PBES Director a groundwater demand management plan which includes a plan for the location and the configuration of the installation of a meter on all wells serving the parcel.
2. The Plan shall identify how best available technology and best management water conservation practices will be applied throughout the parcel.
3. The Plan shall identify how best management water conservation practices will be applied where possible in the structures on site. This includes but is not limited to the installation of low flow fixtures and appliances.
4. As a groundwater consuming activity already exists on the property, meter installation and monitoring shall begin immediately and the first monitoring report is due to the County within 120 days of approval of this modification.
5. For the first twelve months of operation under this permit, the permittee shall read the meters at the beginning of each month and provide the data to the PBES Director monthly. If the water usage on the property exceeds, or is on track to exceed, 10.16 acre-feet per year, or if the permittee fails to report, additional reviews and analysis and/or a corrective action program at the permittee's expense shall be required and shall be submitted to the PBES Director for review and action.
6. At the completion of the reporting period per 6.15(a)(5) above, and so long as the water usage is within the maximum acre-feet per year as specified above, the permittee may begin the following meter reading schedule:
 - i. On or near the first day of each month the permittee shall read the water meter, and provide the data to the PBES Director ~~during the first weeks of April and October~~. The

PBES Director, or the Director's designated representative, has the right to access and verify the operation and readings of the meters during regular business hours.

- b. **Mitigation Measure BR-1 (Western Pond Turtle):** The Permittee shall include in #P22-00002-UP the following measures to minimize impacts of the proposed project on western pond turtles:

1. No more than two weeks prior to the commencement of ground-disturbing activities, a Qualified Biologist shall perform surveys for western pond turtles within aquatic and upland habitat at the Project, unless otherwise approved in writing by CDFW. Surveys will encompass individual turtles and nest sites. An additional survey shall occur no more than 48 hours prior to Project activities. If a pond turtle or nest site is detected at any time, CDFW shall be notified immediately. Survey results shall be submitted to CDFW prior to construction activities. All western pond turtles observed on-site shall be avoided and allowed to leave the Project activity area of their own volition or may be relocated with prior written approval from CDFW. Any turtle nest sites shall be avoided with an appropriate buffer identified by a Qualified Biologist and accepted in writing by CDFW.

1.2. Responsible Agency: California Department of Fish and Wildlife

- c. **Mitigation Measure BR-2 (Nesting and Migratory Birds):** The Permittee shall include in #P22-00002-UP the following measures to minimize impacts associated with the loss and disturbance of nesting birds and raptors consistent with and pursuant Fish and Game Code Sections 3503 and 3503.5 and the California Endangered Species Act found in Fish and Game Code Section 2050 et seq.:

1. If Project construction activities, including but not limited to vegetation clearing, occur during the nesting season for birds protected under the California Fish and Game Code and Migratory Bird Treaty Act (approximately February 15-August 31) the Project shall retain a qualified biologist to perform preconstruction surveys for nesting birds, including but not limited to nesting raptors, on the Project site and in the immediate vicinity including a minimum 500 foot radius around the Project site. The survey shall be conducted no more than seven (7) days prior to the initiation of construction activities, including but not limited to vegetation clearing. If there is a lapse of seven (7) days or more in construction activities, another nesting bird survey shall be conducted. In the event that nesting birds are found on the Project site or within 500 feet of the Project site, the Project shall:

- i. Locate and map the location of the nest site and immediately notify CDFW if nesting special-status birds or evidence of their presence is found;
- ii. Establish a clearly marked no disturbance area around the nest site. Buffer distances for bird nest shall be site specific and an appropriate distance, as determined by a qualified biologist, unless otherwise approved in writing by CDFW. The buffer distances shall be specified to protect the bird's normal behavior thereby preventing nesting failure or abandonment. The buffer distance recommendation shall be developed after field investigations that evaluate the bird(s) apparent distress in the presence of people or equipment at various distances. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed towards project personnel, standing up from a brooding position, and flying away from the nest. The qualified biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established;
- iii. Within five working days of the nesting bird surveys prepare a survey report and submit it to CDFW; and
- iv. Monitor any active nest daily and ensure that the no disturbance buffer is maintained, unless otherwise approved in writing by CDFW.

2. Responsible Agency: California Department of Fish and Wildlife

- d. **Mitigation Measure BR-3 (Swainson's Hawk and white-tailed kite Survey and Avoidance Buffer):** The Permittee shall include in #P22-00002-UP the following measures to minimize impacts associated with the loss and disturbance of Swainson's Hawk and white-tailed kite:

1. If Project activities are scheduled during the nesting season for Swainson's hawk and white-tailed kite (March 1 to September 15), prior to beginning work on the Project, a qualified biologist shall conduct surveys according to the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* ([link below](https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83990&inline)) and prepare a report documenting the survey results.

(<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83990&inline>)

2. The Project shall obtain CDFW's written approval of the qualified

biologist and survey report prior to starting construction activities between March 1 and September 15. Survey methods shall be closely followed by starting early in the nesting season (late March to early April) to maximize the likelihood of detecting an active nest (nests, adults, and chicks are more difficult to detect later in the growing season because trees become less transparent as vegetation increases). Surveys shall be conducted: 1) within a minimum 0.5-mile radius of the Project site or a larger area if needed to identify potentially impacted active nests, unless otherwise approved by CDFW in writing, and 2) for at least the two survey periods immediately prior to initiating Project-related construction activities. Surveys shall occur annually for the duration of the Project. The qualified biologist shall have a minimum of two years of experience implementing the survey methodology resulting in detections. If active Swainson's hawk and/or white-tailed kite nests are detected, the Project shall immediately notify CDFW and implement a 0.5-mile construction avoidance buffer around the nest until the nest is no longer active as determined by a qualified biologist, unless otherwise approved by CDFW in writing. Any detected nesting Swainson's hawk and/or white-tailed kite shall be monitored by the qualified biologist to ensure it is not disturbed during construction activities, unless otherwise approved in writing by CDFW. If take of Swainson's hawk and/or white-tailed kite cannot be avoided, the Project shall consult with CDFW pursuant to CESA and obtain an ITP before Project activities may commence.

2.3. Responsible Agency: California Department of Fish and Wildlife

- e. See also:
 1. Engineering Approval Memo COAs dated September 14, 2022
 2. Environmental Health Approval Memo COAs dated October 30, 2024
 3. Fire Approval Memo COAs dated August 25, 2022
 4. Public Works Approval Memo COAs dated September 21, 2022, updated October 24, 2024
 5. Building Approval Comments Memo dated January 28, 2022

7.0 PROJECT CONSTRUCTION

Permittee shall comply with the following during project construction:

7.1 SITE IMPROVEMENTS

Please contact Engineering Services with any questions regarding the following.

- a. GRADING AND SPOILS

All grading and spoils generated by construction of the project facilities

shall be managed per Engineering Services direction. All grading and spoils generated by construction of the project facilities shall be managed per Engineering Services direction. Alternative locations for spoils are permitted, subject to review and approval by the PBES Director.

b. DUST CONTROL

Water and/or dust palliatives shall be applied in sufficient quantities during grading and other ground disturbing activities on-site to minimize the amount of dust produced. Outdoor construction activities shall not occur when average wind speeds exceed 20 mph.

c. AIR QUALITY

During all construction activities the permittee shall comply with the most current version of BAAQMD Basic Construction Best Management Practices including but not limited to the following, as applicable:

1. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. The BAAQMD's phone number shall also be visible.
2. Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, grading areas, and unpaved access roads) two times per day.
3. Cover all haul trucks transporting soil, sand, or other loose material off-site.
4. Remove all visible mud or dirt traced onto adjacent public roads by using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
5. All vehicle speeds on unpaved roads shall be limited to 15 mph.
6. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
7. Idling times shall be minimized either by shutting off equipment when not in use or reducing the maximum idling time to five (5) minutes (as required by State Regulations). Clear signage shall be provided for construction workers at all access points.
8. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. Any

portable engines greater than 50 horsepower or associated equipment operated within the BAAQMD's jurisdiction shall have either a California Air Resources Board (ARB) registration Portable Equipment Registration Program (PERP) or a BAAQMD permit. For general information regarding the certified visible emissions evaluator or the registration program, visit the ARB FAQ http://www.arb.ca.gov/portable/perp/perpfact_04-16-15.pdf or the PERP website <http://www.arb.ca.gov/portable/portable.htm>.

d. STORM WATER CONTROL

The permittee shall comply with all construction and post-construction storm water pollution prevention protocols as required by the County Engineering Services Division, and the California Regional Water Quality Control Board.

7.2 ARCHEOLOGICAL FINDING

In the event that archeological artifacts or human remains are discovered during construction, work shall cease in a 50-foot radius surrounding the area of discovery. The permittee shall contact the PBES Department for further guidance, which will likely include the requirement for the permittee to hire a qualified professional to analyze the artifacts encountered and to determine if additional measures are required.

If human remains are encountered during project development, all work in the vicinity must be halted, and the Napa County Coroner informed, so that the Coroner can determine if an investigation of the cause of death is required, and if the remains are of Native American origin. If the remains are of Native American origin, the permittee shall comply with the requirements of Public Resources Code Section 5097.98.

7.3 CONSTRUCTION NOISE

Construction noise shall be minimized to the greatest extent practical and feasible under State and local safety laws, consistent with construction noise levels permitted by the General Plan Community Character Element and the County Noise Ordinance. Construction equipment muffling and hours of operation shall be in compliance with the County Code. Equipment shall be shut down when not in use. Construction equipment shall normally be staged, loaded, and unloaded on the project site, if at all practicable. If project terrain or access road conditions require construction equipment to be staged, loaded, or unloaded off the project site (such as on a neighboring road or at the base of a hill), such activities shall only occur daily between the hours of 8 am to 5 pm.

7.4 CONSTRUCTION MITIGATION MEASURES

- a. **Mitigation Measure BR-1 (Western Pond Turtle):** The Permittee shall include in #P22-00002-UP the following measures to minimize impacts of the proposed project on western pond turtles:
1. No more than two weeks prior to the commencement of ground-disturbing activities, a Qualified Biologist shall perform surveys for western pond turtles within aquatic and upland habitat at the Project, unless otherwise approved in writing by CDFW. Surveys will encompass individual turtles and nest sites. An additional survey shall occur no more than 48 hours prior to Project activities. If a pond turtle or nest site is detected at any time, CDFW shall be notified immediately. Survey results shall be submitted to CDFW prior to construction activities. All western pond turtles observed on-site shall be avoided and allowed to leave the Project activity area of their own volition or may be relocated with prior written approval from CDFW. Any turtle nest sites shall be avoided with an appropriate buffer identified by a Qualified Biologist and accepted in writing by CDFW.
 - 4.2. Responsible Agency: California Department of Fish and Wildlife
- b. **Mitigation Measure BR-2 (Nesting and Migratory Birds):** The Permittee shall include in #P22-00002-UP the following measures to minimize impacts associated with the loss and disturbance of nesting birds and raptors consistent with and pursuant Fish and Game Code Sections 3503 and 3503.5 and the California Endangered Species Act found in Fish and Game Code Section 2050 et seq.:
1. If Project construction activities, including but not limited to vegetation clearing, occur during the nesting season for birds protected under the California Fish and Game Code and Migratory Bird Treaty Act (approximately February 15-August 31) the Project shall retain a qualified biologist to perform preconstruction surveys for nesting birds, including but not limited to nesting raptors, on the Project site and in the immediate vicinity including a minimum 500 foot radius around the Project site. The survey shall be conducted no more than seven (7) days prior to the initiation of construction activities, including but not limited to vegetation clearing. If there is a lapse of seven (7) days or more in construction activities, another nesting bird survey shall be conducted. In the event that nesting birds are found on the Project site or within 500 feet of the Project site, the Project shall:
 - a. Locate and map the location of the nest site and immediately notify CDFW if nesting special-status birds or evidence of their presence is found;
 - b. Establish a clearly marked no disturbance area around the nest site. Buffer distances for bird nest shall be site specific and an appropriate distance, as determined by a qualified biologist, unless otherwise approved in writing by CDFW. The buffer distances shall be specified to protect the bird's normal behavior thereby

preventing nesting failure or abandonment. The buffer distance recommendation shall be developed after field investigations that evaluate the bird(s) apparent distress in the presence of people or equipment at various distances. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed towards project personnel, standing up from a brooding position, and flying away from the nest. The qualified biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established;

- c. Within five working days of the nesting bird surveys prepare a survey report and submit it to CDFW; and
- d. Monitor any active nest daily and ensure that the no disturbance buffer is maintained, unless otherwise approved in writing by CDFW.

2. Responsible Agency: California Department of Fish and Wildlife

- c. **Mitigation Measure BR-3 (Swainson's Hawk and white-tailed kite Survey and Avoidance Buffer):** The Permittee shall include in #P22-00002-UP the following measures to minimize impacts associated with the loss and disturbance of Swainson's Hawk and white-tailed kite:

- 1. If Project activities are scheduled during the nesting season for Swainson's hawk and white-tailed kite (March 1 to September 15), prior to beginning work on the Project, a qualified biologist shall conduct surveys according to the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83990&inline>) and prepare a report documenting the survey results.

- 2. The Project shall obtain CDFW's written approval of the qualified biologist and survey report prior to starting construction activities between March 1 and September 15. Survey methods shall be closely followed by starting early in the nesting season (late March to early April) to maximize the likelihood of detecting an active nest (nests, adults, and chicks are more difficult to detect later in the growing season because trees become less transparent as vegetation increases). Surveys shall be conducted: 1) within a minimum 0.5-mile radius of the Project site or a larger area if needed to identify potentially impacted active nests, unless otherwise approved by CDFW in writing, and 2) for at least the two survey periods immediately prior to initiating Project-related construction activities. Surveys shall occur annually for the duration of the Project. The qualified biologist shall have a minimum of two years of experience implementing the survey

methodology resulting in detections. If active Swainson's hawk and/or white-tailed kite nests are detected, the Project shall immediately notify CDFW and implement a 0.5-mile construction avoidance buffer around the nest until the nest is no longer active as determined by a qualified biologist, unless otherwise approved by CDFW in writing. Any detected nesting Swainson's hawk and/or white-tailed kite shall be monitored by the qualified biologist to ensure it is not disturbed during construction activities, unless otherwise approved in writing by CDFW. If take of Swainson's hawk and/or white-tailed kite cannot be avoided, the Project shall consult with CDFW pursuant to CESA and obtain an ITP before Project activities may commence.

2.3. Responsible Agency: California Department of Fish and Wildlife

7.5 OTHER CONSTRUCTION CONDITIONS APPLICABLE TO THE PROJECT PROPOSAL

a. Prior to construction, construction fencing/western pond turtle fencing shall be placed along the western most side of the vineyard avenue running parallel to Conn Creek.

b. No construction staging, storage or parking shall occur within the required 45' stream setback from Conn Creek. Stakes should be placed within the vineyard noting the 45' stream setbacks and no staging, storage or parking shall occur within this setback; standard vineyard operations can continue to occur within the 45' setback, but should be outside the western pond turtle protective fencing in place during construction.

~~b.c.~~ e. Access to the winery for all uses (construction, worker access, employee access, guest access, event access, catering access, maintenance access, etc.) shall occur off of Skellenger Lane. At no point shall the residential access easement off of Oakville Cross Road be utilized for winery use or access.

~~e.d.~~ Applicant shall prepare and adhere to the Traffic Demand Management Plan that incorporates the approaches noted in their Traffic Impact Study (Planning COA).

~~d.e.~~ See also:

1. Engineering Approval Memo COAs dated September 14, 2022
2. Environmental Health Approval Memo COAs dated October 30, 2024
3. Fire Approval Memo COAs dated August 25, 2022
4. Public Works Approval Memo COAs dated September 21, 2022, updated October 24, 2024

5. Building Approval Comments Memo dated January 28, 2022.

8.0 **TEMPORARY CERTIFICATE OF OCCUPANCY - PREREQUISITES**

A Temporary Certificate of Occupancy (TCO) may be granted pursuant to the County Code to allow the commencement of production activities prior to completion of all project improvements. Permittee shall comply with the following before a TCO is granted:

8.1 **TEMPORARY OCCUPANCY**

All life and safety conditions shall be addressed prior to issuance of a TCO by the County Building Official. TCOs shall not be used for the occupancy of hospitality buildings and shall not exceed the maximum time allowed by the County Code which is 180 days. Departments and/or agencies with jurisdiction over the project are authorized as part of the TCO process to require a security deposit or other financial instrument to guarantee completion of unfinished improvements.

- a. Engineering COA: All roadway improvements shall be completed **prior to execution** of any new entitlements approved under this Use Permit. **** If no temporary occupancy is requested, then this becomes a requirement prior to final occupancy.**

9.0 **FINAL CERTIFICATE OF OCCUPANCY – PREREQUISITES**

Permittee shall comply with the following before a Final Certificate of Occupancy is granted by the County Building Official, which upon granting, authorizes all use permit activities to commence.

9.1 **FINAL OCCUPANCY**

All project improvements, including compliance with applicable codes, conditions, and requirements of all Departments and Agencies with jurisdiction over the project, shall be completed.

9.2 **SIGNS**

Detailed plans, including elevations, materials, color, and lighting for any winery identification or directional signs shall be submitted to the Department for administrative review and approval prior to installation. Administrative review and approval is not required if signage to be installed is consistent with signage plans submitted, reviewed and approved as part of this permit approval. All signs shall meet the design standards as set forth in the County Code. At least one legible sign shall be placed at the property entrance with the words "Tours and Tasting by Prior Appointment Only" to inform the public of same. Any off-site signs allowed shall be in conformance with the County Code.

9.3 **GATES/ENTRY STRUCTURES**

Any gate installed at the winery entrance shall be reviewed by the PBES Department and the Fire Department to assure that the design allows large vehicles, such as motorhomes, to turn around if the gate is closed without backing into the public roadway, and that fire suppression access is available at all times. If the gate is part of an entry structure an additional permit shall be required pursuant to the County Code and in accordance with the Napa County Roads and Street Standards. A separate entry structure permit is not required if the entry structure is consistent with entry structure plans submitted, reviewed, and approved as part of this permit approval.

9.4 LANDSCAPING

Landscaping shall be installed in accordance with the approved landscaping plan.

9.5 ROAD OR TRAFFIC IMPROVEMENT REQUIREMENTS

The permittee shall designate an exclusive right turn lane at the exit of the driveway. The design of the right turn lane shall be submitted to the Public Works Department for review and approval. The right turn lane shall be designed in substantial conformance with the submitted site plan, and other submittal materials and shall comply with all requirements of the County Code and Napa County Road and Street Standards.

9.6 DEMOLITION ACTIVITIES **[RESERVED]**

9.7 GRADING SPOILS

All spoils shall be removed in accordance with the approved grading permit and/or building permit.

9.8 MITIGATION MEASURES APPLICABLE PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY **[RESERVED]**

9.9 OTHER CONDITIONS APPLICABLE PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY

- A. Site shall be completely stabilized to the satisfaction of the County Engineer prior to Final Occupancy.



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Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

David Morrison
Director

MEMORANDUM

To:	Dana Morrison, Planning	From:	Raulton Haye, Engineering
Date:	September 14, 2022	Re:	P22-00002 Bonny's Vineyard Winery APN: 030-200-080

The Engineering Division has reviewed the use permit application P22-00002 for the proposed winery located on assessor's parcel number 030-200-080. Based upon the information provided in the application, Engineering finds the application complete and recommends the following conditions of approval:

EXISTING CONDITIONS

1. Part of the Existing Parcel is in a designated 100-year FEMA Flood Zone, however; the proposed scope of work is not.

RECOMMENDED APPROVAL CONDITIONS:

OPERATIONAL CHARACTERISTICS

1. The facility is designated as a discharger that discharges stormwater associated with industrial activity to waters of the United States. Therefore, the facility shall maintain or apply for coverage under the State Water Resources Control Board's Industrial General Permit (IGP), including meeting all applicable provision and protocols of the IGP. If the facility fails to meet the discharge prohibitions of the IGP, Napa County may require the facility to make the necessary improvements to eliminate all exposures to stormwater of the pollutant(s) for which the water body is impaired.

PREREQUISITES FOR ISSUANCE OF PERMITS

2. Any roadway, access driveway, and parking areas, proposed new or reconstructed shall meet the requirements as outlined in the latest edition of the Napa County Road & Street Standards for Commercial development at the time of use permit approval. The property owner shall obtain a grading permit for all proposed roadway improvements.
3. All on site civil improvements including but not limited to the excavation, fill, general grading, drainage, curb, gutter, surface drainage, storm drainage, parking and drive isles, shall be constructed according to plans prepared by a registered civil engineer, which will be reviewed and approved by the Engineering Division of the Napa County Planning, Building, and

Environmental Services Department (PBES) prior to the commencement of any on site land preparation or construction. Plans shall be wet signed and submitted with the building and/or grading permit documents at the time of permit application. A plan check fee will apply.

4. Grading and drainage improvements shall be constructed according to the current Napa County Road and Street Standards, Chapter 16.28 of the Napa County Code, and Appendix J of the California Building Code
5. Prior to issuance of a building permit the owner shall submit the necessary documents for Erosion Control as determined by the area of disturbance of the proposed development in accordance with the Napa Countywide Stormwater Pollution Prevention program Erosion and Sediment Control Plan Guidance for Applicant and Review Staff dated December 2014.
6. Prior to issuance of a building permit the owner shall prepare a [Choose a Stormwater Project Type] Stormwater Control Plan (SCP) in accordance with the latest edition of the BASMAA Post-Construction Manual for review and approval by the Engineering Division in PBES.
7. Prior to issuance of a building permit, an Operation and Maintenance Plan shall be submitted and tentatively approved by the Engineering Division in PBES. Before final occupancy the property owner must legally record the "Operation and Maintenance Agreement", approved by the Engineering Division in PBES.
8. No person shall deposit or remove any material, excavate, construct, install, alter or remove any structure within, upon or across a Special Flood Hazard Area, nor otherwise alter the hydraulic characteristics of a Special Flood Hazard Area without first obtaining a floodplain permit pursuant to Chapter 16.04 of the Napa County Code and in conformance with county Code and 44 CFR Section 60.3.

PREREQUISITES FOR TEMPORARY CERTIFICATE OF OCCUPANCY

9. All roadway improvements shall be completed prior to execution of any new entitlements approved under this Use Permit. ** If no temporary occupancy is requested, then this becomes a requirement prior to final occupancy.

PREREQUISITES FOR FINAL CERTIFICATION OF OCCUPANCY

10. Site shall be completely stabilized to the satisfaction of the County Engineer prior to Final Occupancy.

Any changes in use may necessitate additional conditions for approval.

If you have any questions regarding the above items, please contact Raulon Haye from Napa County Planning, Building, and Environmental Services Department, Engineering Division, at (707)253-4621 or by email at Raulon.Haye@countyofnapa.org



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Brian Bordona
Director

MEMORANDUM

To:	Dana Morrison, Project Planner	From:	Kim Withrow, Environmental Health Supervisor
Date:	October 30, 2024	Re:	Meyer Family Enterprise – Bonny's Vineyard Assessor Parcel #030-200-080 Permit #P22-00002

This Division has reviewed an application requesting approval for a use permit for a new winery and related improvements as described and depicted in application materials. This Division has no objection to approval of the application with the following conditions of approval:

Prior to issuance of building permits:

1. Plans for the proposed sanitary waste subsurface drip sewage treatment system and separate process waste treatment reuse system, as described in the Domestic & Production Wastewater Feasibility Report for the proposed winery named Bonny's Vineyard dated 8/15/2022, shall be designed by a licensed Civil Engineer or Registered Environmental Health Specialist and submitted for review accompanied by complete design criteria based upon local conditions, and fees. No building clearance (or issuance of a building permit) for any structure that generates wastewater to be disposed of by this system will be approved until such plans are approved and permit to construct the systems are issued by this Division.
2. The applicant shall enroll for coverage under the General Waste Discharge Requirements for Process Water by submitting the Notice of Intent, Technical Report and Application to the San Francisco Regional Water Quality Control Board for the proposed winery process water treatment and reuse system.
3. Adequate area must be provided for collection of recyclables and compostables. The applicant must work with the franchised garbage hauler for the service area in which they are located, to determine the area and the access needed for the collection site. The garbage and recycling area must be included on the building permit submittal. The designated area shall remain available and be properly maintained for its intended use.

4. The water supply and related components must comply with the California Safe Drinking Water Act and Related Laws. This will require plan review and approval prior to approval of building permits. The technical report must be completed by a licensed engineer with experience in designing water systems. The preliminary technical report must be submitted to the Regional Water Quality Control Board staff a minimum of six (6) months prior to beginning any water-related improvement in accordance with the California Health and Safety Code, Section 116527. Prior to occupancy, the owner must apply for and obtain an annual operating permit for the water system from this Division. The applicant must comply with all required monitoring and reporting.

Prior to granting final occupancy:

5. An annual alternative sewage treatment system monitoring permit must be obtained for the sanitary wastewater subsurface drip onsite wastewater treatment system prior to issuance of a final on the project. The septic system monitoring, as required by this permit, must be fully complied with. An annual water system permit must be issued.
6. During the construction, demolition, or renovation period of the project the applicant must use the franchised garbage hauler for the service area in which they are located for all wastes generated during project development, unless applicant transports their own waste. If the applicant transports their own waste, they must use the appropriate landfill or solid waste transfer station for the service area in which the project is located.

Upon final occupancy and thereafter:

7. Proposed food service will be catered; therefore, all food must be prepared and served by a Napa County permitted caterer. If the caterer selected does not possess a valid Napa County Permit to operate, refer the business to this Division for assistance in obtaining the required permit prior to providing any food service.
8. The applicant shall provide portable toilet facilities during events as indicated in the septic feasibility report/use permit application. The portable toilet facilities must be pumped by a Napa County permitted pumping company.
9. Pursuant to Chapter 6.95 of the California Health and Safety Code, businesses that store hazardous materials above threshold planning quantities (55 gallons liquid, 200 cubic feet compressed gas, or 500 pounds of solids) shall obtain a permit, file an approved Hazardous Materials Business Plan to <http://cers.calepa.ca.gov/>, and be approved by this Division within 30 days of said activities.
10. The use of the absorption field/drain field area and reserve area shall be restricted to activities which will not contribute to compaction of the soil with consequent reduction in soil aeration. Activities which must be avoided in the area of the septic system and reserve include equipment storage, traffic, parking, pavement, livestock, etc.
11. All solid waste shall be stored and disposed of in a manner to prevent nuisances or health threats from insects, vectors and odors.

12. All diatomaceous earth/bentonite must be disposed of in an approved manner. If the proposed septic system is an alternative sewage treatment system the plan submitted for review and approval must address bentonite disposal.



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Napa County Fire Department
Fire Marshal's Office
Hall of Justice, 2nd Floor
1125 3rd Street
Napa, CA 94559

Office: (707) 299-1464

James Bales
Fire Marshal

MEMORANDUM

TO:	Planning Department	DATE:	8/25/2022
FROM:	Jason Downs, Deputy Fire Marshal	PERMIT #	P22-00002
SUBJECT:	Bonny's Vineyard	APN:	030-200-080-000

The Napa County Fire Marshal's Office has reviewed the submittal package for the proposed project above. The Fire Marshal approves the project as submitted with the following conditions of approval:

1. All construction and use of the facility shall comply with all applicable standards, regulations, codes, and ordinances at the time of Building Permit issuance.
2. Beneficial occupancy will not be granted until all fire department fire and life safety items have been installed, tested, and finalized.
3. Where conditions listed in 2019 California Fire Code Section 105.7 are proposed, separate permits will be required prior to Building Permit issuance for:
 1. Automatic fire-extinguishing systems
 2. Fire alarm detection systems and related equipment
 3. Fire pumps and related equipment
 4. Private fire hydrants
4. All buildings, facilities, and developments shall be accessible to fire department apparatus by way of approved access roadways and/or driveways. The fire access road shall comply with the requirements of the Napa County Road & Street Standards
5. Access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities. Provide an engineered analysis of the proposed roadway noting its ability to support apparatus weighing 75,000 lbs.
6. Provide fire department access roads within 150 feet of any exterior portion of the buildings as measured by an approved route around the exterior of the building or facility.
7. Roadways shall be a minimum of 20 feet in width with a 2-foot shoulder and 15-foot vertical clearance.



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Napa, CA 94559

Office: (707) 299-1464

James Bales
Fire Marshal

MEMORANDUM

8. Turnouts shall be a minimum of 12 feet in width, 30 feet in length, and a 25-foot taper on each end.
9. Roadway radius shall not have an inside radius of fewer than 50 feet. An additional surface width of 4 feet shall be added to curves of 50-100 feet radius and 2 feet to curves of 100-200 feet radius.
10. Gates for driveways and/or roadways shall comply with the California Fire Code, section 503.5, and the Napa County Road & Street Standards and CA Fire Safe Regulations for projects within SRA.
11. Commercial - Water storage (for buildings not served by a public water system) and fire flow calculations shall be provided by a Certified State Licensed Civil Engineer, C-16 licensed contractor, or registered engineer indicating compliance with California Fire Code Appendix B and the Napa County Municipal Code.
12. Commercial - Approved steamer hydrants shall be installed within 250 feet of any exterior portion of the building as measured along vehicular access roads. Private fire service mains shall be installed, tested, and maintained per NFPA 24.
13. Commercial - Fire Department Connections (FDC) for automatic sprinkler systems shall be located fully visible and recognizable from the street or fire apparatus access roads. FDC shall be located within 50 feet of an approved fire hydrant.
14. Commercial - The minimum main size of all fire hydrants shall be 6 inches in diameter. Piping shall be installed with C-900 class 200 piping or ductile iron or equivalent per NFPA 24 for the installation of Underground Fire Protection Mains
15. An automatic fire sprinkler system shall be installed in accordance with provisions set forth in the California Fire Code as amended by the County of Napa and the applicable National Fire Protection Association Standard. Automatic fire sprinkler systems shall be designed by a fire protection engineer or C-16 licensed contractor.
16. All buildings shall comply with California Fire Code, Chapter 10 Means of Egress Requirements. Including but not limited to; exit signs, exit doors, exit hardware, and exit illumination.
17. Provide 100 feet of defensible space around all structures.



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James Bales
Fire Marshal

MEMORANDUM

18. Provide 10 feet of defensible space for fire hazard reduction on both sides of all roadways of the facility.

Please note that the comments noted above are based on a Fire Marshal review only. There may be additional comments or information requested from other County Departments or Divisions reviewing this application submittal package. Napa County Fire Marshal's Office Development Guidelines can be found @ www.countyofnapa.org/firemarshal. Should you have any questions for me, please contact me at (707) 299-1467 or by email at jason.downs@countyofnapa.org



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Department of Public Works

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

Main: (707) 253-4351
Fax: (707) 253-4827

Steven Lederer
Director

MEMORANDUM

To: PBES Staff	From: Sayed Fakhry, P.E., T.E., Traffic Engineering Staff Consultant
Date: September 21, 2022; Updated October 24, 2024	Re: Bonny's Vineyard, P22-00002 TIS & Conditions of Approval

This memorandum is prepared at the request of Planning, Building, and Environmental Services (PBES) staff to assess if the Draft Transportation Impact Study (TIS) prepared by W-Trans, dated July 1, 2022, related to the use permit application #P22-00002, for the Bonny's Vineyard located at 1555 Skellenger Lane (APN 030-200-080), sufficiently addresses the proposed major use permit modifications and comments provided in the February 7, 2022 memo by the Department of Public Works on the Memorandum of Assumptions (MOA).

After careful evaluation and review of the documents, we believe that the Draft TIS report dated July 1, 2022 provides sufficient information to develop conditions of approval for the project. However, the following corrections shall be made to the Draft TIS Report before finalizing the report:

Page 15 – Small Project Screening – 3rd paragraph says“. The project includes events that are not accounted in the trip generation form”. Explain why special events were not considered in the Trip Generation.

Figure 3, 4 and 5 - Redraw Intersection 1, 2 and 3 to show the correct directions of movements and volumes. Label the legs of the intersection with appropriate street names to remove any confusion.

Page 35 – Conclusions – 10th bullet mentions that “.... the project would cause delay to increase by less than five seconds ...”, however Table 12 shows the delay is increased at this intersection by almost 20 seconds by the project. Please revise the conclusion accordingly and suggest additional mitigations to decrease delay for EB Skellenger Lane approach.

The Department of Public Works established the following conditions of approval related to the Use Permit Application Number P22-00002:

Improvements

1. At the Silverado Trail/Skellenger Lane intersection, an acceleration lane shall be striped in the northbound direction leaving the intersection.

Project Driveway

2. Driveway access to the public right-of-way must conform to the latest edition of the Napa County Road and Street Standards. All driveways shall have STOP sign and STOP pavement message entering Skellenger Lane. The project driveway shall be a minimum of 20 feet wide with one-foot

shoulder on each side. Furthermore, the proposed site circulation and access design shall meet the County design criteria, including the width of the drive aisles and turning radii.

Landscaping Maintenance

3. Landscaping adjacent to the project driveway shall be designed and maintained to not interfere with sight lines required for safe stopping distance on the public right-of-way. No items that are wider than 18 inches can be taller than 30 inches other than street trees and traffic control devices. Street trees should be deciduous and have branches lower than 6 feet in height removed once the tree is established.

Transportation Demand Management

4. The project/applicant shall implement the following TDM measures. Measures are subject to revision upon annual review with County Staff.
 - a. The Vineyard will appoint a staff person designated as the TDM Program coordinator. The role of the coordinator will be to facilitate employees reducing solo-vehicle commuting and to report to County staff on January 15th of each year (annual basis) on the status of the strategies implemented. It is important to continually monitor and adjust the TDM Program.
 - b. Financial incentives should be provided for employees to participate in carpools and vanpools.
 - c. Electric car charging stations should be provided to serve employees and guests.
 - d. Bicycle racks and storage areas should be provided for the Winery employees and guests.
 - e. Employee work hours should be staggered to the extent possible in order to avoid congestion during the peak traffic hours.
 - f. Remote location and work-at-home opportunities should be offered to the extent possible.
 - g. Deliveries should be scheduled, to the extent possible, during times that avoid peak hour traffic on State Lane.
 - h. The Vineyard needs to enroll in "Napa Valley Forward," a program aimed at reducing traffic along major roads in the Napa Valley. This should be accomplished by the promotion of carpooling, vanpooling, bicycle commuting and the use of public transit systems as available.
 - i. The Vineyard needs to enroll in the "Bay Area Commuter Benefits Program," where employees report their carpooling activities and receive company-paid subsidies.
 - j. The Vineyard shall prepare an Annual Performance Review and provide to Napa County.
 - k. Bicycle parking spaces shall be provided as per the Napa County Municipal Code 18.110.040.
 - l. There shall be no parking within the public right-of-way that is associated with any of the Vineyard special event activities. All parking shall be accommodated on-site or shuttles shall be provided from off-site legal parking areas.

Directional Signage

5. From the site exit, directional signs to Silverado Trail and Rutherford Rd. for outbound traffic shall be installed.

Parking

6. Applicant shall provide overflow parking areas for a minimum of 45 vehicles to accommodate the anticipated peak parking demand during 150-person events.

Encroachment Permit Requirement

7. An encroachment permit along with the required fee and a proposed traffic control plan will be required for the construction of any improvements within public right of way. Please contact the Roads office at (707) 944-0196 to initiate the encroachment permit process. More information on these is available at our website: <http://www.countyofnapa.org/publicworks/roads/>

Please contact Ahsan Kazmi at Ahsan.Kazmi@countyofnapa.org or call (707) 259-8370 if you have questions or need additional information.



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1195 Third Street, Suite 210
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Brian D. Bordona
Director

Building Division

January 28, 2022

Approved – Comments below:

1. The Building Division is not reviewing this project for compliance with the California Building Standards Codes at this time; the Building Division is reviewing the proposed Planning entitlements only. The Building Division has no issues or concerns with the approval of the Use Permit; it is a Planning entitlement and does not in itself authorize any construction activities. Separate building permits shall be required.
2. **The plans provided for Use Permit application do not provide enough information in sufficient detail to determine all code requirements. A complete and thorough plan review will be performed at the time an application is made for the required building, plumbing, mechanical, and electrical and any other construction permits required by other Napa County Agencies. The following comments are provided to make the applicant aware of what codes the applicant will be required to comply with, as well as issues that may need to be addressed prior/during the building permit application and review process.**
3. In accordance with the California Building Code, Chapter 1, Division 1, Section 1.1.9, which states, **“only those standards approved by the California Building Standards Commission that are effective at the time of application for a building permit is submitted shall apply to the plans and specifications for, and to the construction under that permit”**. The codes adopted at this time are 2019 California Building Standards Codes, Title 24, part 2, Building volumes 1 & 2, part 3 Electrical, part 4 Mechanical, part 5 Plumbing, part 6 Energy, part 9 Fire, and part 11 Green Buildings.
4. If there are any existing structures and/or buildings on the property that will need to be removed to accommodate construction activities a separate demolition permit will be required from the Napa County Building Division prior to the removal. Please note the applicant will be required to provide a “J” number from the Bay Area Quality Management District at the time the applicant applies for a demolition permit if applicable.
5. The site and associated buildings are required to be accessible to persons with disabilities. This includes, but not limited to, a van accessible parking stall, accessible path of travel from the parking stall to all buildings and areas on the site that are available to employees and the public.

6. There are administrative offices shown on the second floor. You will need to provide office space on the first floor to provide equal accommodations for accessibility since there is no elevator.
7. Issues of compliance with the California Building Code, Title 24, will be addressed during the building permit application, review and approval process. If the applicant has any questions please have the applicant give me a call at (707) 299-1337.
8. All plans and documents for commercial projects are required by California Law to be prepared and coordinated under the direction of a California Licensed Design Professional, such as an Architect and/or Engineer in accordance with California Business and Professions Code Chapter 3, and the California Building Code, Chapter 1.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1110

TO: Board of Supervisors
FROM: Sheryl L. Bratton, County Counsel
REPORT BY: Jason M. Dooley, Chief Deputy County Counsel
SUBJECT: Adoption of an Ordinance amending Chapter 10.12, County Parking Lots

RECOMMENDATION

Adopt an Ordinance amending Chapter 10.12 (County Parking Lots) of the Napa County Code related to electric vehicle parking stalls and enforcement of parking regulations. (No Fiscal Impact; Discretionary)

BACKGROUND

The County Code sections related to County-owned and operated parking lots were last amended by Ordinance in 2019. The Ordinance includes provisions and enforcement authority for all County-owned and operated parking lots, including the 5th Street Parking Garage, and delegates to the Director of Public Works the authority to make temporary modifications to use the lots for special events that may impact County lots (e.g., County sponsored fairs held in the Administration Parking Lot, Bottlerock, La Onda.) It further restricts use of electrical vehicle charging station parking stalls to use by electric vehicles that are actively charging their battery.

The proposed amendment authorizes the Director of Public Works or the director's designee, under Section 10.12.050 (Electric Vehicle Charging Station Parking Stalls), to provide an exception to the requirement that electric vehicle charging stalls be used exclusively by electric vehicles that are actively charging. This amendment is proposed in recognition that the public parking lot constructed at the replacement jail was built with 32 public parking stalls, of which only 11 are standard parking stalls. Without providing an exception to authorize vehicles other than electric vehicles to park in electric vehicle charging stalls, it is anticipated there would be insufficient parking for the public at the replacement jail site. While it's not anticipated that use of this authority would be frequent, there are circumstances when such authority may be needed to provide sufficient public parking.

The amendment also broadens enforcement authority under Section 10.12.080 (Enforcement Authority and Procedures) to include the Director of Corrections for violations at the Napa County Department of Corrections and to the Director of Housing and Community Services and the Housing and Homeless Project Managers for violations at homeless centers/shelters. Broadened enforcement authority for these facilities is needed to more efficiently and effectively manage the parking lots at these two facilities in a timely manner.

The amendment further broadens restriction under Section 10.12.060 (Parking in Loading Dock - Penalty for Violations). This section currently prohibits any person, except those expressly authorized by the county, from parking a vehicle in three specific loading docks. The amendment will broaden restrictions to include all County-owned or operated loading docks, such as those located at the County's South Campus and any future loading docks.

Lastly, clarification is being added to Section 10.12.080 (D) related to property removed from County parking lots and minor edits are made throughout Chapter 10.12 to reinforce that the provisions of the ordinance apply to all off-street parking facilities owned or operated by Napa County.

The proposed ordinance was introduced at the Board of Supervisors' June 3, 2025, regular meeting. The Board, by unanimous vote, indicated its intent to adopt the ordinance.

Requested Action: adopt the proposed ordinance to amend Chapter 10.12 as set forth in the item attachment.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Minor amendments to the ordinance are needed to improve management of County owned and operated parking lots and enforcement of parking restrictions.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Potential for inadequate public parking at Department of Corrections and less efficient management of County parking lots and enforcement of parking restrictions.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California

Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Act at 14 CCR Section 15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING CHAPTER 10.12 (COUNTY
PARKING LOTS) RELATED TO ELECTRIC VEHICLE PARKING
STALLS AND ENFORCEMENT OF PARKING REGULATIONS**

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

SECTION 1. Section 10.12.020 (General provisions.) of Chapter 10.12 (County Parking

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

10.12.020 - General provisions.

A. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot in violation of parking regulations and time limits posted at any county parking lot.

B. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot between the hours of eleven p.m. and five a.m., unless the person has been authorized by the Director of Public Works or the director's designee and is parking in a stall designated with numbers, the words "PERMIT," "RESERVED," "POOL," the position of the public agency officer, or as long as the vehicle displays county placards or decals visible through the windshield of the vehicle. This section does not apply to person parking a county-owned vehicle or to a county employee's personal vehicle if the employee is required by virtue of their position to perform job duties after 11:00 p.m.

C. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot outside designated parking stall markings, in whole or in part. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot in a manner that occupies more than one designated parking stall.

D. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot in any area designated a "no parking zone." A "no parking zone" is the paved area in front of any red-painted curbing or any other area designated by signage, including signs stating "No Parking" or "No Parking Anytime."

E. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot in a stall designated for disabled persons without displaying a license plate or placard issued to disabled persons by the California Department of Motor Vehicles or a foreign jurisdiction.

F. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot for the purpose of overhaul, maintenance or repair of such vehicle, except for emergency repairs requiring less than two hours to complete.

G. No person shall stop, stand, or park a motor vehicle within any county-owned or operated parking lot for the purpose of displaying the vehicle for sale.

SECTION 2. Section 10.12.050 (Electric vehicle charging station parking stalls.) of Chapter 10.12 (County Parking Lots) of the Napa County Code is amended to read in full as follows:

10.12.050 – Electric vehicle charging station parking stalls.

A. Except as otherwise posted and as authorized by the Director of Public Works or the director's designee, it shall be unlawful to park in a designated electric vehicle charging station parking stall unless the vehicle is an electric vehicle that is actively charging its battery.

B. An electric vehicle shall be a "motor vehicle" as defined in California Vehicle Code section 415, which either (i) displays the State of California Air Board ZEV (zero emission vehicle) sticker; or (ii) has the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

C. An electric vehicle is "charging" when it is electrically connected to the charging station equipment and its battery has not reached full capacity.

SECTION 3. Section 10.12.060 (Parking in loading dock – Penalty for violation.) of Chapter 10.12 (County Parking Lots) of the Napa County Code is amended to read in full as follows:

10.12.060 - Parking in Loading Dock – Penalty for Violation.

Except for those persons expressly authorized by the county to do so, no person shall stop, stand or park a motor vehicle at any time in County-owned or operated loading docks, including but not limited to those located on the east side of Coombs Street between Third and Fourth Streets in the city of Napa, California, on the west side of Main Street between Third and Fourth Streets in the city of Napa, California, or on Elm Street behind 2261 Elm Street in the city of Napa, California.

SECTION 4. Section 10.12.080 (Enforcement authority and procedures.) of Chapter 10.12 (County Parking Lots) of the Napa County Code is amended to read in full as follows:

10.12.080 – Enforcement authority and procedures.

A. The following county officers or employees shall have the authority to enforce the provisions of this chapter:

1. Director of Public Works;
2. Deputy Director of Public Works;
3. Public Works Superintendent;
4. Facilities Superintendent;
5. Building Maintenance Worker;
6. Maintenance Worker II;
7. Airport Manager (for violations on Napa County Airport property only);

8. Airport Assistant Manager (for violations on Napa County Airport property only);
9. Airport Operations Worker (for violations on Napa County Airport property only);
10. Chief Probation Officer (for violations at Napa County Juvenile Hall property, only);
11. Deputy Probation Officers (for violations at Napa County Juvenile Hall property, only);
12. Director of Corrections (for violations at Napa County Department of Corrections property, only);
13. Director of Housing and Community Services (for violations at Homeless Centers only);
14. Housing and Homeless Project Managers (for violations at Homeless Centers, only);
15. County sheriff
16. Deputy sheriffs; and
17. County building security guards.

B. Enforcement may include issuance of administrative penalty citations under Chapter 1.28 of this code for violations of Section 10.12.070 and notices of parking violations under Chapter 10.32 and California Vehicle Code Section 40200, et seq., for violations of all other provisions of this chapter. The persons listed above shall also have the authority to take all such steps as are required by law to notify the California Department of Motor Vehicles of those persons who fail to pay the civil penalties for violations of the county parking code, unless such functions have been delegated by resolution of the board of supervisors to a public or private processing center with which the board has executed a contract pursuant to California Vehicle Code Section 40200.5.

C. The Director of Public Works and such persons as they may designate shall have the authority to tow any vehicle on county property that is in violation of Sections 10.12.020, 10.12.030, 10.12.040, 10.12.050 and 10.12.060. If a vehicle in violation of any of these sections has not been removed within twenty-four hours after notice of the violation has been given, the county may utilize the local law enforcement agency to remove vehicles from such county property as authorized by California Vehicle Code section 22651(n).

D. The Director of Public Works and such persons as they may designate shall have the authority to remove property located on county-owned or operated parking lots which is in violation of Sections 10.12.020 through 10.12.070 after providing twenty-four-hour notice of intention to remove such property. Any property removed this way shall be held by Public Works for a period no less than 30 days and may be claimed at the offices of the Department of Public Works at 1195 Third Street, Suite 110.

E. Notwithstanding anything to contrary in subsection (C) of this section, the Director of Public Works and such persons as they may designate shall have the authority to impound any shopping carts left in county-owned or operated parking lots to the extent and in the manner permitted by Section 22435.7 of the California Business and Professions Code.

F. It shall be unlawful for any person to remove, obstruct, or obscure a mark or designation on or around a vehicle parked in a county-owned or operated parking lot with the intent to interfere with an officer or employee ensuring that a vehicle has not been parked in violation of posted time restrictions.

SECTION 5. The Board of Supervisors finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of CEQA at 14 CCR §15301; and the General Rule, set forth in the guidelines for the implementation of CEQA at 14 CCR §15061(b)(3), in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable.

SECTION 6. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 7. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 8. A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 3rd day of June, 2025, and adopted at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 24th day of June, 2025, by the following vote:

AYES:	SUPERVISORS	_____

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

NAPA COUNTY, a political subdivision of the
State of California

ANNE COTTRELL, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>By: <u>McKayla McMahon</u> Code Services</p> <p>Date: <u>May 19, 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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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-882

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Celeste Gonzalez, Management Analyst
SUBJECT: Amendment No. 2 to Agreement No. 200063B with Napa Valley Vine Trail Coalition

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 200063B with Napa Valley Vine Trail Coalition to extend the agreement term through June 30, 2026, with four additional automatic one-year extensions for a total of five years for project design, engineering, and construction grants. (Fiscal Impact: \$55,000 Expense; Budgeted; Unincorporated Napa Valley Tourism Improvement District Fund; Discretionary)

BACKGROUND

The Napa Valley Tourism Improvement District (NVTID) was established by the Napa County Board of Supervisors on June 15, 2010. The NVTID was formed under the provisions of the Property and Business Improvement District Law of 1994 (Streets and Highways Code Section 366et seq., hereafter "94 Act") to promote tourism throughout Napa County. The Unincorporated Napa Valley Tourism Governing Committee is charged with overseeing the share of the assessment funds generated and administered in the unincorporated areas of the County in accordance with the Governing Policy approved by the Governing Committee.

On July 23, 2019, the Board of Supervisors approved a grant agreement with the Napa Valley Vine Trail Coalition to facilitate this funding for five fiscal years, through Fiscal Year 2023-2024, to support the design, engineering and construction of the ten needed sections of the Napa Valley Vine Trail.

On July 9th, 2024, the Board of Supervisors approved Amendment No. 1 to Agreement No. 200063B with Napa Valley Vine Trail Coalition to provide \$55,000 in funding for Fiscal Year 2024-2025 to continue its efforts to complete the Vine Trail.

Today, the efforts to complete the Vine Trail are ongoing. Amendment No. 2 to Agreement No. 200063B with Napa Valley Vine Trail Coalition will continue to extend the agreement term through June 30, 2026, with four additional automatic one-year extensions for a total of five years and provide \$55,000 in funding to continue its efforts to complete construction of the Vine Trail, budgeted in the Unincorporated Napa Valley Tourism Improvement District Fund 2070.

Requested Action: Approve and authorize Amendment No. 2 to Agreement No. 200063B with Napa Valley Vine Trail Coalition to extend the agreement term through June 30, 2026, with four additional automatic one-year extensions for a total of five years.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Unincorporated Napa Valley Tourism Improvement District Fund 2070
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	With approval of the proposed amendment, the Vine Trail Coalition will continue its efforts to complete the Vine Trail.
Is the general fund affected?	No
Future fiscal impact:	\$55,000 per fiscal year per Amendment No. 2 to Agreement No. 200063B.
Consequences if not approved:	Without approval of the proposed amendment, the Vine Trail Coalition may need to scale back its efforts to complete the Vine Trail.

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
NAPA COUNTY AGREEMENT NO. 200063B
GRANT AGREEMENT

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200063B is made and entered into as of this ____ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Napa Valley Vine Trail Coalition, doing business as NVVTC, a California non-profit unincorporated association, whose mailing address is 3299 Claremont Way #4, Napa CA 94558, hereinafter referred to as “GRANTEE.”

RECITALS

WHEREAS, COUNTY and GRANTEE entered into Napa County Agreement No. 200063B (the “Agreement”) on July 23, 2019, for COUNTY to annually contribute grant funds towards GRANTEE’s efforts to pursue construction of the Napa Valley Vine Trail Project; and

WHEREAS, the parties adopted Amendment No. 1 to the Agreement to extend the term of the Agreement for an additional year with grant funding for Fiscal Year 2024-2025 of \$55,000; and

WHEREAS, COUNTY and GRANTEE desire to extend the term of the Agreement for one more year for grant funding of \$55,000 and with four additional extensions.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, COUNTY and GRANTEE agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended to read in full as follows:

1. Term of the Agreement/Termination.

1. (a) Term. The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2026, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 3 (Use of Funds, Return of Surplus), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

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

3. Use of Funds by GRANTEE. GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." GRANTEE also agrees that no funds may be used to pay staff salaries or ordinary operating expenses. The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds by June 30, 2026 or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. Paragraph 5 of the Agreement is hereby amended to read in full as follows:

5. Reporting. GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B-2" no later than June 30, 2026. This final report must summarize activities of GRANTEE up to the end of the grant term pertaining to progress and status of the Project. Said report shall be delivered to Napa County, 1195 Third Street, Napa, CA 94559, or in person and upon approval by the County Executive Officer, at the last meeting of the Unincorporated Napa Valley Tourism Improvement District Governing Committee Meeting.

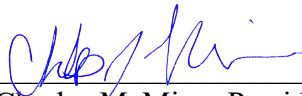
4. Exhibit "B" to the Agreement entitled "Grant Payments" is hereby replaced by Exhibit "B-2" attached hereto and hereby incorporated by reference. All references in the Agreement to Exhibit "B" shall be interpreted as referencing Exhibit "B-2."

5. This Amendment No. 2 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

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 to Napa County Agreement No. 200063B is executed by COUNTY, by and through the Chair of the Board of Supervisors, and by GRANTEE through its duly authorized officer(s).

NAPA VALLEY VINE TRAIL COALITION

By: 
Charles McMinn, President

By: 
Shawn Casey-White, CEO/Executive Director

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: May 19, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “B-2”

GRANT PAYMENTS

FY 2019-2020	\$100,000
FY 2020-2021 FY 2021-2022 FY 2022-2023 FY 2023-2024	20% of Available Napa County NVTID Local Appropriations after set-aside for reserves as Approved by the Local Governance Committee and the Board of Supervisors
FY 2024-2025 FY 2025-2026	\$55,000 \$55,000
IF EXTENDED: FY 2026-2027 FY 2027-2028 FY 2028-2029 FY 2029-2030	 \$55,000 \$55,000 \$55,000 \$55,000



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: 6/24/2025

File ID #: 25-949

TO: Board of Supervisors
FROM: Ryan J. Alsop - Chief Executive Officer
REPORT BY: Abigail Flores - BOS Staff Aide
SUBJECT: Community Grants Funding Request for Various Nonprofit Organizations

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to VOICES, Napa Valley Vine Trail, Napa Valley Community Organizations Active in Disaster, and Napa Farmers Market to provide support and community benefit. (Fiscal Impact: \$4,000 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit. The purpose of this allocation is to support four local nonprofits.

The first is VOICES, a 501(c)(3) nonprofit organization that provides young people aging out of foster care with family-like support, acceptance, and accountability as they set their own goals and pursue them across VOICES' youth-led core programs. The amount of \$1,000 of Board of Supervisors' District 4 community grant will be used to invest in the programs VOICES provides to the vulnerable youth in our community, including Health and Wellness, Career and Education, and ILP-Independent Living Program.

The second is Napa Valley Vine Trail, a grass-roots nonprofit with a vision to build a walking/biking trail system to connect the entire Napa Valley - physically, artistically, and culturally. The amount of \$1,000 of Board of Supervisors' District 4 community grant will be used to pay for maintenance of the Vine Trail in Napa County.

The third is Napa Valley Community Organizations Active in Disaster (COAD), a 501(c)(3) nonprofit

organization that helps all of Napa County prepare for, respond to, and recover from disasters and emergencies. The amount of \$1,000 of Board of Supervisors' District 4 community grant will be used to help fund the "Cultivating Connections" project to stand up cultural hubs staffed by community liaisons around the county to connect community members to local resources.

The fourth is the Napa Farmers Market, a 501(c)(3) nonprofit organization, that supports local farmers and provides an inclusive place for our community to purchase farm-fresh, sustainably grown produce, specialty foods and artisan goods directly from the source. The amount of \$1,000 of Board of Supervisors' District 4 community grant will provide access to food programs.

Requested Action: Approve and authorize allocation of Board of Supervisors' funds for nonprofit support and community benefit.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Board of Supervisors 1010000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Community benefit services/engagement
Is the general fund affected?	Yes
Future fiscal impact:	Community grants will continue to be budgeted in future fiscal years
Consequences if not approved:	Members of the Board of Supervisors may not have the opportunity to offer financial support to community-based organizations doing important work that benefits the community members of their districts.
Additional Information	None.

ENVIRONMENTAL IMPACT

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



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: 6/24/2025

File ID #: 25-1113

TO: Board of Supervisors
FROM: Ryan J. Alsop - Chief Executive Officer
REPORT BY: Leah Doyle-Stevens - BOS Staff Aide
SUBJECT: Community Grants Funding Request for Various Nonprofit Organizations

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 3 community grant funds to Pope Valley Farm Center, Napa Valley Farmworker Foundation, Molly's Angels, Calistoga Food Bank, and UpValley Family Centers to provide support and community benefit. (Fiscal Impact: \$5,000 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit. The purpose of this allocation request is to support five local nonprofits serving the 3rd Supervisorial District and greater Napa County community.

The first is Pope Valley Farm Center, a 501(c)(3) nonprofit organization dedicated to preserving its historic building and serving as a vibrant community hub. Its mission focuses on maintaining the Farm Center facility while hosting educational and community activities that promote the health, welfare, and safety of the Pope Valley community. Additionally, the Farm Center addresses food insecurity by hosting a community food bank twice a month, providing free produce and groceries to residents in need. The amount of \$1,000 in Board of Supervisors' District 3 community grant funds will be used to invest in the programs the Center provides and produce and groceries to families in need.

The second is Napa Valley Farmworker Foundation (NVFF), a 501(c)(3) nonprofit organization dedicated to supporting and promoting Napa Valley's vineyard workers through education and professional development. Established in 2011, it was the first organization of its kind in the United States. Since its inception, the NVFF has reached over 28,000 farmworkers and their families, providing life-changing opportunities that foster personal and professional growth, thereby strengthening the Napa Valley community. The Foundation also

plays a crucial role in creating a more inclusive and thriving region for all. The amount of \$1,000 in Board of Supervisors' District 3 community grant funds will be used to supplement the Foundation's range of programs including adult literacy classes in English, math, financial, computer, and technology literacy; leadership and management courses; mentorship opportunities; and viticulture and safety training. These programs are designed to empower farmworkers, enhance their skills, and provide opportunities for career advancement and increased job satisfaction.

The third is Molly's Angels, a 501(c)(3) nonprofit organization dedicated to enhancing the lives of seniors in Napa County by providing essential services that promote independence, dignity, and well-being. The amount of \$1,000 in Board of Supervisors' District 3 community grant funds will be used to support key programs and services such as free medical transportation, the Molly Cares program, long-term care ombudsman services, resources and referrals. In 2023, Molly's Angels provided over 4,400 rides covering nearly 40,000 miles and made nearly 4,000 care calls to isolated seniors. With a dedicated team of volunteers, the organization continues to be a vital support system for Napa County's senior community.

The fourth, Calistoga Food Bank, is a volunteer-driven 501(c)(3) nonprofit organization committed to addressing food insecurity among Calistoga residents by providing bi-monthly food distributions to 300+ Calistoga individuals and families. Each participating household receives three boxes of food: one containing dry goods, another with proteins and perishables, and a third with fresh vegetables. The organization also offers delivery services for seniors and individuals with disabilities. Through its dedicated efforts, the Calistoga Cares Food Bank plays a vital role in supporting the well-being of the Calistoga community. The amount of \$1,000 in Board of Supervisors' District 3 community grant funds will help fund food access for Calistoga residents in need.

Lastly, UpValley Family Centers (UVFC), a 501(c)(3) nonprofit organization, serving Calistoga and surrounding areas, dedicated to strengthening families and communities through a wide range of culturally responsive services. Annually, UVFC supports over 4,000+, including farmworkers, immigrants, youth, and seniors, by providing resources that promote health, education, and economic stability. Key Services include family support (case management, parenting education, and emergency assistance to help families navigate challenges and access essential resources), also youth programs, economic assistance, immigration services, and older adult support. The amount of \$1,000 in Board of Supervisors' District 3 community grant funds will help fund food access programs.

Requested Action: Approve and authorize allocation of Board of Supervisors' funds for nonprofit support and community benefit.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Board of Supervisors	Agenda Date: 6/24/2025	File ID #: 25-1113
Where is it budgeted?	Board of Supervisors 1010000	
Is it Mandatory or Discretionary?	Discretionary	
Discretionary Justification:	Community benefit services/engagement	
Is the general fund affected?	Yes	
Future fiscal impact:	Community grants will continue to be budgeted in future fiscal years.	
Consequences if not approved:	Members of the Board of Supervisors may not have the opportunity to offer financial support to community-based organizations doing important work that benefits the community members of their districts.	
Additional Information	None.	

ENVIRONMENTAL IMPACT

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



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: 6/24/2025

File ID #: 25-1129

TO: Board of Supervisors
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: NVTID 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa Valley Tourism Improvement District (NVTID) for a total appropriation of \$8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary)

BACKGROUND

A public hearing was opened for the NVTID Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, NVTID will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____ (NVTID)

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR FISCAL YEAR 2025-2026 FOR THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT

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

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

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

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

WHEREAS, the recommended budget of the NVTID for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed according to law; and

WHEREAS, notice of the availability of the recommended budget and the date of the hearing on the budget was published on May 29, 2025, all pursuant to Government Code section 29080; and

WHEREAS, hearings were held by the NVTID, as designated in the published notice, to consider and discuss the various items contained in the recommended budget; there are no requests or applications on file with the NVTID for further hearings, the NVTID has declared the hearings concluded, and it is now the time to adopt the recommended budget of the NVTID for fiscal year 2025-2026.

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

1. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. That the recommended budget, including those changes adopted by the NVTID during the budget hearings, is hereby adopted as the recommended budget of the NVTID for fiscal year 2025-2026, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. That total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 is as follows:

Fund 2830	NVTID	\$ 8,501,798
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4. Pursuant to California Government Code section 29125, the Napa County Executive Officer, as chief executive officer of NVTID, is authorized to approve transfers and revisions of appropriations for NVTID in the manner set forth in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

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


6. Pursuant to California Government Code section 29093, a copy of the adopted budget for the District for fiscal year 2025-2026 shall be filed with the Secretary of the District and with the State Controller by the Authority’s Auditor as required by law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:

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

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By:</p> <p></p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	\$ 2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	\$ 2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	\$ 4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-1147

TO: Board of Supervisors
FROM: Ryan J. Alsop - Chief Executive Officer
REPORT BY: Victoria Knoblock - BOS Staff Aide
SUBJECT: Community Grants Funding Request for Various Nonprofit Organizations

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 2 community grant funds to Mentis, NEWS Napa, Molly's Angels, Napa County Hispanic Chamber of Commerce Latino Leadership Development Program Scholarship, and Boys and Girls Club of Napa Valley to provide support and community benefit. (Fiscal Impact: \$5,000 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit. The purpose of this allocation is to support five nonprofit organizations' missions.

The first is Mentis, a 501(c)(3) nonprofit community-based mental wellness organization addressing the many dimensions of Mental Health from prevention to treatment. The amount of \$1,000 of Board of Supervisors' District 2 community grant will be used to help fund early intervention programs, outpatient services and residential services as well as therapeutic support groups and community education.

The second is NEWS Napa, a local agency dedicated to providing safety, hope, healing and empowerment for survivors of domestic and sexual abuse. The amount of \$1,000 of Board of Supervisors' District 2 community grant will be used to help fund their services which include Children's Services, Court Assistance, Shelter and Housing assistance, and Support Groups as well as safety and prevention education.

The third is Molly's Angels, a 501(c)(3) nonprofit organization which offers transportation support for ambulatory and disabled seniors for non-emergent medical appointments and treatments, as well as a new

program, Door-to-Door Van Service that assists with grocery shopping and pharmacy trips. The amount of \$1,000 of Board of Supervisors' District 2 community grant will be used to assist in funding these programs.

The fourth is the Napa County Hispanic Chamber of Commerce Latino Leadership Development Program Scholarship which empowers and equips emerging Latino leaders with the skills necessary to take active roles in government, non-profit, and for-profit boards and commissions. The amount of \$1,000 of Board of Supervisors' District 2 community grant will be donated to fund one Scholarship for one individual to attend the program.

The fifth and final recipient is the Boys & Girls Club of Napa Valley, a 501(c)(3) nonprofit organization, that offers the youth of Napa after school programs and summer camps throughout the year at various school campuses and the clubhouse on Pueblo Avenue in Napa. The amount of \$1,000 of Board of Supervisors' District 2 community grant will be used to fund these programs.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Board of Supervisors 1010000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Community benefit services/engagement
Is the general fund affected?	Yes
Future fiscal impact:	Community grants will continue to be budgeted in future fiscal years
Consequences if not approved:	Members of the Board of Supervisors may not have the opportunity to offer financial support to community-based organizations doing important work that benefits the community members of their districts.
Additional Information	None.

ENVIRONMENTAL IMPACT

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



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1081

TO: Board of Supervisors
FROM: John Tuteur, Registrar of Voters
REPORT BY: John Tuteur, Registrar of Voters
SUBJECT: Amendment No. 1 to Agreement No. 190126B with Dominion Voting Systems

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 190126B with Dominion Voting Systems for election support through June 30, 2032. (Fiscal Impact: \$1,199,468 expense; General Fund; Budgeted; Mandatory)

BACKGROUND

The United States Constitution, the California Constitution and Federal and State statutes and regulations require local governments to conduct Federal and State elections. Napa County's Assessor-Recorder-County Clerk ex officio Registrar of Voters is the election official who carries out this mandate. To conduct Federal and State elections the local election official must use a voting system certified by Federal and State agencies.

Napa County has conducted successful elections using certified voting systems from Dominion Voting Systems and its predecessor corporate entities since 1976. Under Amendment No. 1 to Agreement No. 190126B, Dominion Voting Systems will provide Napa County with an upgraded, certified voting system for 7 statewide elections between June 2, 2026, and March 2, 2032. The average annual cost of these services is \$ 171,353. The total cost for 7 statewide elections is \$1,199,468.

Requested Action: Approve and authorize Amendment No. 1 to Agreement No. 190126B with Dominion Voting Systems for election support totaling \$1,199,468 through June 30, 2032.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Elections 1141000
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	To conduct Federal and State elections the local election official must use a voting system certified by Federal and State agencies.
Is the general fund affected?	Yes
Future fiscal impact:	The Elections division will continue to budget accordingly.
Consequences if not approved:	Napa County will not be in compliance with constitutional and statutory requirements to conduct elections using a Federal and State certified voting system.

ENVIRONMENTAL IMPACT

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

**AMENDMENT NO. 1
TO AGREEMENT NO. 190126B**

THIS AMENDMENT NO.1 (“First Amendment”) to the Voting System and Managed Services Agreement, Agreement No. 190126B is made and entered into as of this 28th day of May, 2025 by and between by and between the County of Napa, a political subdivision of the State of California, 1195 Third Street, Napa, California 94559 (“County”) and Dominion Voting Systems, Inc. a corporation organized under the laws of the State of Delaware (“Dominion”), PO Box 40005, Denver, CO 80204.

RECITALS

WHEREAS, on July 1, 2018, County and Dominion entered into Agreement No. 190126B (the “Agreement”); and

WHEREAS, County and Dominion desire to extend the term of the Agreement.

NOWHEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, County and Dominion agree as follows:

AMENDMENT

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. Amendment of Paragraph 3. Paragraph 3 of the Agreement is amended to read as follows:

“Term of Agreement. The Term of this Agreement shall begin on July 1, 2025 and shall continue until June 30, 2032, unless sooner terminated or extended as provided herein.”

3. Replacement of Exhibit A. Exhibit A-1, attached hereto and incorporated herein by this reference, hereby replaces Exhibit A in its entirety. All references in the Agreement to “Exhibit A” shall mean “Exhibit A-1” as of the effective date of this First Amendment.

4. All Other Terms. Except as expressly amended in this First Amendment, all other Agreement terms shall remain in full force and effect.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first above written.

DOMINION VOTING SYSTEMS, INC.

Signed by: John Poulos 5/28/2025
25A4931427D54E7...
John Poulos President & CEO

DocuSigned by: Lindsey Kurtz 5/28/2025
04A4840B8C2C48F...
Lindsey Kurtz General Counsel

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: May 23, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-1

**VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.
AND NAPA COUNTY, CA
PRICING SUMMARY AND DELIVERABLES DESCRIPTION**

- 1. Pricing and Deliverables Summary.** Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by County at the current list price, subject to availability. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the County's state, may be substituted by Dominion.

DESCRIPTION	QTY
In-Person Voting: Polling Location Hardware	
ImageCast® X – BMD (Ballot Marking Device Printer Kit - HP4001 + Extender Tray)	70
ImageCast® X Voter Activation Stations	14
ImageCast® X Voting Smart Cards	50
ImageCast® X Pollworker Smart Cards	15
8GB USB Flash Drive	5
UPS SMT 1500 980 watts, input 120/output 120, interface DD-9RS-232	13
Mobile Ballot Printing (MBP) System with Oki Data C331DN Printer Kit	11
Mobile Ballot Printing (MBP) System with Lexmark 730 Printer Kit	1
Central Scanning: Absentee / Vote By Mail Hardware	
Workstation - Precision	2
ImageCast Central Scanner Kits	2
Accessories & Consumables	
Transport Bag Kit - 1 BMD Printer & 1 Ext Tray Sleeve	70
Audio Tactile Interface Kit (ATI) - ICX - USB	70
ImageCast Voting Booth - Standard	70
Image Drum, black & color	2
Toner Cartridge, Black, Cyan, Magenta, Yellow	4
Image Cast X Classic Voter Activation Cards	100
Election Management Hardware	
Election Management System (EMS) Standard Server Kit	2
EMS Client Workstation Kit	3

EMS Adjudication Workstation Kit	2
Network Cables CAT6 UTP Patch Cables (12 Units)	1
EMS Report Printer	1
Digi Connect LTS 16 port	1
Support Services and Training	
On-Site Services - Non-Election Day (/day)	7
System Acceptance Testing Training (provided before First Amendment Effective Date)	1
ICX Operator Training (provided prior to First Amendment Effective Date)	1
Pollworker Train the Trainer (provided prior to Effective Date)	1
Ballot Setup (7 elections, 2026 Primary & General, 2028 - Primary & General, 2030 – Primary & General, 2032 – Primary	7
On-Site Election Day Technical Support (7 elections Primary & General, 2028 -Primary & General, 2030 – Primary & General, 2032 – Primary, Arrive Monday afternoon, on-site Tuesday, Depart Wednesday morning)	7
On-Site Non-Election Day Support, 14 days - Saturday & Sunday before election Support begins for Primary & General 2028, Primary & General 2030, Primary 2032	14
On-Site 1 Non Election Day Service 2025 (Installation)	1
Software Licenses and Hardware Warranties	
Democracy Suite Software License	1
ImageCast Adjudication Software License	1
Mobile Ballot Printing Software License	1
ImageCast Remote UOCAVA/RAVBM Application	1
ImageCast X Software/Firmware License	70
Mobile Ballot Printer Warranty	12
ImageCast X Warranty	70

The following equipment will no longer be included in this Agreement as of the First Amendment Effective Date. Dominion will pick up this equipment at its own expense:

DESCRIPTION	QTY
EMS Standard Server Kit	2
EMS Client Workstation Kit	3
Adjudication Workstation	2
ImageCast X Classic BMD Transport Bag Kit	70
Mobile Ballot Printer (Oki Data 931)	1
Mobile Ballot Printer laptops	12
ImageCast X Activation Stations (ICVA)	14

1.1 **Pricing Summary.** County has selected the managed services option, instead of an outright

purchase.

- 1.2 **Payment Summary.** The following is the invoicing schedule for the annual County payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. Prices include shipping.

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	07/01/2025	06/30/2026	07/01/2025	\$148,092.56	\$8,159.07	\$156,251.63
2	07/01/2026	06/30/2027	07/01/2026	\$152,534.94	\$8,503.35	\$161,038.29
3	07/01/2027	06/30/2028	07/01/2027	\$157,111.40	\$8,858.03	\$165,969.43
4	07/01/2028	06/30/2029	07/01/2028	\$161,824.58	\$9,223.30	\$171,047.88
5	07/01/2029	06/30/2030	07/01/2029	\$166,678.78	\$9,599.50	\$176,278.28
6	07/01/2030	06/30/2031	07/01/2030	\$171,679.34	\$9,987.04	\$181,666.38
7	07/01/2031	06/30/2032	07/01/2031	\$176,829.58	\$10,386.18	\$187,215.76

2. **Product Description**

- 2.1 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 2.2 ***Travel and Expenses included.*** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 2.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.



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: 6/24/2025

File ID #: 25-201

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Jennifer Ivancie, Staff Services Analyst I
SUBJECT: Amendment No. 5 to Agreement No. 190321B with Community Resources for Children

RECOMMENDATION

Approve and authorize Amendment No. 5 to Agreement No. 190321B with Community Resources for Children to increase the contract maximum from \$187,686 to \$197,025. (Fiscal Impact: \$9,339 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary).

BACKGROUND

One of the primary barriers for recruiting and retaining families who take in a foster child is the lack of access to childcare at the time of placement. Funding provided through the California Department of Social Services (CDSS) for the Emergency Child Care Bridge Program (Bridge Program) and distributed through this agreement with Community Resources for Children (CRC) provides eligible families a monthly payment or voucher for child care and access to child care navigator services.

This agreement supports the Bridge Program goals to increase the number of foster children successfully placed in home-based family care settings, increases placement stability, increases the capacity of child care programs to meet the needs of foster children in their care, and maximizes funding to support the child care needs of eligible families.

This agreement is being presented to the Board at this time as the FY 2024-2025 allocation has just been released by CDSS. CRC is Napa County's local Resource and Referral program, providing the community with information about the availability of childcare in the area.

Requested action:

Approve and authorize Amendment No. 5 to Agreement No. 190321B with Community Resources for Children for a new annual contract maximum of \$197,025 to incorporate the revised FY 2024-2025 allocation and replace Exhibit B-4 (Budget) with Exhibit B-5 to reflect the new allocation amount.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Child Welfare Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate for counties to operate a Child Care Bridge program.
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved Fiscal Year 2024-2025 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, caregivers would lack access to additional funds for assistance with child care and the resources that CRC provides, therefore, discouraging families from taking in foster children.

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. 190321B
AMENDMENT NO. 5**

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 190321B is effective as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **COMMUNITY RESOURCES FOR CHILDREN, INC.**, a California nonprofit corporation, whose mailing address is 3299 Claremont Way, Suite 1, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or around May 21, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190321B (hereinafter referred to as "Agreement") for CONTRACTOR to carry out the Emergency Child Care Bridge Program for Children in Foster Care; and

WHEREAS, as of November 12, 2019, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR and to replace Exhibit B with Exhibit B-1 (Budget) to reflect the new maximum amount; and

WHEREAS, as of May 3, 2022, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR and to replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B-1 with Exhibit B-2 (Budget) to reflect the Agreement's budget; and

WHEREAS, as of July 1, 2022, the Parties amended the Agreement to decrease the contract maximum payable to CONTRACTOR to incorporate the final Fiscal Year 2022-2023 allocations from the California Department of Social Services; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to revise the Nonoperational and Hold Harmless support effective dates; and replace Exhibit B-2 with Exhibit B-3 (Budget) to amend the Agreement's budget;

WHEREAS, as of July 1, 2023, the Parties amended the Agreement to decrease the contract maximum payable to CONTRACTOR to incorporate the final Fiscal Year 2023-2024 allocations from the California Department of Social Services; replace Exhibit A-2 with Exhibit A-3 (Scope of Work) to revise the Hold Harmless support effective dates; and replace Exhibit B-3 with Exhibit B-4 (Budget) to amend the Agreement's budget; and

WHEREAS, as of the effective date of this Amendment No. 5, the Parties wish to amend the Agreement to increase the contract maximum payable to CONTRACTOR to incorporate the final Fiscal Year 2024-2025 allocations from the California Department of Social Services; replace Exhibit B-4 with Exhibit B-5 (Budget) to amend the Agreement's budget; and amend Specific Terms and Conditions 3.1 (l) to be checked off and reflect the amount of Federal Funding.

TERMS

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

1. Effective as of the date of this Amendment No. 5 through June 30, 2025, and each automatic renewal thereof, the maximum amount of the Agreement shall be **One-Hundred Ninety-Seven Thousand Twenty-Five Dollars (\$197,025.00)**, reflecting an increase of **Nine Thousand Three Hundred Thirty-Nine Dollars (\$9,339.00)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit "B-4" is hereby replaced in its entirety with "Exhibit B-5" attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit "B" or "B-1" or "B-2" or "B-3" or "B-4" shall refer to "Exhibit B-5" from the effective date of this Amendment No. 5.
3. Specific Terms and Conditions 3.1 (l) is hereby amended to read in full, as follows:

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

CONTRACTOR'S Catalog of Federal Domestic Assistance (CFDA) number and dollar amount of Federal funding in this Agreement are as follows:


CFDA # 93.658

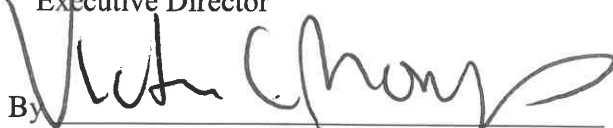
\$108,655

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to Napa County Agreement No. 190321B as of the date first written above.

COMMUNITY RESOURCES FOR CHILDREN
INC.

By 
ERIKA LUBENSKY
Executive Director

By 
VICTORIA MORGESE
Chair of the Community Resources for
Children Board

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u></p> <p>Date: <u>March 10, 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 B-5

BUDGET

**July 1, 2024 through June 30, 2025
(and each automatic renewal thereof)**

I. BUDGET

PROGRAM EXPENSES	BUDGET
Emergency Child Care Voucher / Support for Additional Child Care Slots	\$110,411
Child Care Navigator	\$61,714
Trauma-Informed Care Training	\$5,739
Trustline Background Screening Services	\$1,250
Total Program Expenses	\$179,114
ADMINISTRATION EXPENSES	
County Operations (Administration)	\$13,473
Administration of Navigator and Training	\$4,438
Total Administration Expenses	\$17,911
TOTAL ANNUAL BUDGET	\$197,025

II. LIMITATIONS AFFECTING PAYMENTS

1. CONTRACTOR shall provide additional documentation as required by COUNTY in order to substantiate its claims for payment.
2. CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY.
3. CONTRACTOR shall submit claims for payment **within sixty (60) days** of providing the service(s) identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than sixty (60) days after the provision of such service(s).
4. With the written approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. CONTRACTOR may transfer funds between the Navigator and the Trauma Informed Care Training budget items only. The dollar amount of the Navigator and Trauma Informed Care Training budget items may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Additionally, direct service cost lines may not be modified. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

CONTRACTOR shall not disseminate information received during any contact regarding any minor child in any form to anyone other than CWS or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. **Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

TOTAL PAYMENTS NOT TO EXCEED \$197,025.00 PER FISCAL YEAR.



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: 6/24/2025

File ID #: 25-724

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendments to Agreements with St. Helena Hospital dba Adventist Health St. Helena/Adventist Health Vallejo and Aurora Santa Rosa Hospital

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 240035B with St. Helena Hospital dba Adventist Health St. Helena and Adventist Health Vallejo to increase the contract maximum from \$700,000 to \$750,000 for Fiscal Year 2024-2025 and each subsequent renewal; approve and authorize Amendment No. 1 to Agreement No. 210351B with Aurora Santa Rosa Hospital to increase the contract maximum from \$490,000 to \$950,000 for Fiscal Year 2024-2025 and each subsequent renewal; and approve related Budget Amendments to increase appropriations \$510,000 by use of available fund balance. (Fiscal Impact: \$510,000 Expense; Health and Human Services Agency Fund; Not Budgeted; Mandatory)

[4/5 vote required]

BACKGROUND

Through these agreements, the County's Health and Human Services Agency's (HHSA) Behavioral Health Division provides state-mandated inpatient psychiatric hospitalization for individuals who are gravely disabled or at risk of harming themselves or others. Services are available to both Medi-Cal beneficiaries and uninsured (indigent) clients, ensuring compliance with state requirements. The proposed increases to the contract maximums are based upon an increase in inpatient hospital rates and higher utilization.

These amendments are necessary to ensure ongoing access to inpatient psychiatric beds and continued compliance with State mandates for crisis mental health services.

Requested Actions:

1. Approve and authorize Amendment No. 2 to Agreement No. 240035B with St. Helena Hospital dba

Adventist Health St. Helena and Adventist Health Vallejo to increase the contract maximum by \$50,000 for a new contract maximum of \$750,000 for Fiscal Year 2024-2025, and each subsequent automatic renewal; and

2. Approve and authorize Amendment No. 1 to Agreement No. 210351B with Aurora Santa Rosa Hospital to increase the contract maximum by \$460,000 for a new contract maximum of \$950,000 for Fiscal Year 2024-2025, and each subsequent automatic renewal.

3. Approve related Budget Amendments to increase appropriations \$510,000 by use of available fund balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	These agreements contain a provision for automatic annual renewal. Appropriations for future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, HHSA's capacity to provide mandated inpatient psychiatric hospitalization services would be severely limited resulting in extended stays in the County's Crisis Stabilization Services Program.

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. 210351B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 210351B is effective as of the ____ day of _____, 2025, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **AURORA SANTA ROSA HOSPITAL**, whose business address is 1287 Fulton Road, Santa Rosa, CA 95401, hereinafter referred to as “HOSPITAL.” COUNTY and HOSPITAL may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about June 8, 2021, COUNTY and HOSPITAL entered into Napa County Agreement No. 210351B, (hereinafter referred to as “Agreement”) for HOSPITAL to provide inpatient psychiatric services for both Medi-Cal and Indigent Napa County Older Adults, adults, and children; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to further amend the Agreement to increase the contract maximum in order to accommodate higher facility placements.

TERMS

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

1. The maximum amount of payment on Page 1 of the Agreement shall be **Nine Hundred Fifty Thousand Dollars (\$950,000.00)** of which **Four Hundred Sixty Thousand Dollars (\$460,000.00)** is increased by virtue of the Amendment No. 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 210315B as of the date first written above.

AURORA SANTA ROSA HOSPITAL

By: 
 TRISTAN IVY
 Chief Executive Officer

By: 
 WADE STURGEON
 Chief Financial Officer

“HOSPITAL”

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 ANNE COTTRELL
 Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: 4/21/25</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**NAPA COUNTY AGREEMENT NO. 240035B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 240035B is effective as of the 1st day of May, 2025, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **ST. HELENA HOSPITAL dba ADVENTIST HEALTH ST. HELENA and ADVENTIST HEALTH VALLEJO**, hereinafter referred to as “HOSPITAL”. COUNTY and HOSPITAL may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about July 1, 2023, COUNTY and HOSPITAL entered into Napa County Agreement No. 240035B (hereinafter referred to as "Agreement") for HOSPITAL to provide inpatient psychiatric hospitalization services for Napa County clients who are Medi-Cal beneficiaries and also for indigent clients who are not beneficiaries of Medi-Cal who are not eligible for Medi-Cal benefits; and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to replace “Exhibit B” with “Exhibit B-1” to reflect changes to the previously negotiated rates; and rescind Special Terms and Conditions 3.4 which terminates the Agreement on June 30, 2026; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to increase the contract maximum in order to accommodate higher facility placements.

TERMS

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

1. The maximum amount of payment on Page 1 of the Agreement shall be **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** of which **Fifty Thousand Dollars (\$50,000.00)** is increased by virtue of the Amendment No. 2; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 240035B as of the date first written above.

ST. HELENA HOSPITAL dba
ADVENTIST HEALTH ST. HELENA and
ADVENTIST HEALTH VALLEJO

By  Steven Herber
STEVEN HERBER, M.D.
President

By  John Beaman
JOHN BEAMAN
Assistant Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel By:</p> <p>By: <i>Rachel L. Ross</i> (e-signature)</p> <p>Date: 4/21/25</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-781

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Amendment No. 3 to Agreement No. 230171B with Mentis, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 230171B with Mentis, Inc., to increase the contract maximum from \$386,574 to \$450,316 for the entirety of the two-year agreement, to continue Mentis' Suicide Prevention Program. (Fiscal Impact: \$63,742 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

Mentis operates a suicide prevention initiative in Napa County focused on reducing stigma around mental illness and suicide while increasing community awareness and engagement. The program provides administrative support for the Suicide Prevention Council (SPC), leads public education and stigma-reduction campaigns, supports SPC participation in community events, and offers suicide prevention training to high-risk populations.

This two-year contract covers July 1, 2024 through June 30, 2026. This contract amendment will equalize funding between the two years.

Requested Actions:

1. Approve and authorize Amendment No. 3 to Agreement No. 230171B with Mentis, Inc., to increase the contract maximum to \$450,316 for the entirety of the two-year agreement, to continue Mentis' Suicide Prevention Program.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Mental Health Services Act
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While the services in this agreement are not mandatory, Mentis' Suicide Prevention Program provides a critical resource for HHSA clients being served in the Behavioral Health Division.
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the proposed Fiscal Year 2025-2026 budget.
Consequences if not approved:	If not approved, HHSA would be unable to deliver critical suicide prevention services and resources that could potentially save lives.

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. 230171B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 230171B is effective as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **MENTIS, INC.**, a California nonprofit corporation whose mailing address is 709 Franklin Street Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about October 18, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230171B (hereinafter referred to as "Agreement") for CONTRACTOR to provide a Suicide Prevention Program to reduce stigma around mental health illness and suicide and prepare individuals, communities, and organizations to recognize warning signs and learn intention strategies and participate in the Prevention and Early Intervention (PEI) Program evaluation process; and

WHEREAS, on or about July 1, 2023, the Parties amended the agreement to increase the contract maximum, replace Exhibit A with Exhibit A-1 (Scope of Work), and replace Exhibit B with Exhibit B-1 (Compensation, Financial Reporting, and Budget); and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to increase the contract maximum, modify Specific Term and Condition 3.4 to extend the term of the Agreement through June 30, 2026, replace Exhibit A-1 with Exhibit A-2 (Scope of Work); and replace Exhibit B-1 with Exhibit B-2 (Compensation, Financial Reporting, and Budget); and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to further amend the Agreement to increase the contract maximum and replace Exhibit B-2 with Exhibit B-3 (Compensation, Financial Reporting, and Budget).

TERMS

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

1. The maximum amount of payment on Page 1 of the Agreement shall be **Four Hundred Fifty Thousand Three Hundred Sixteen Dollars (\$450,316.00)** of which **Sixty-Three Thousand Seven Hundred Forty-Two Dollars (\$63,742.00)** is increased by virtue of this Amendment No. 3; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit B-2 shall be replaced with “Exhibit B-3” attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B-2 shall refer to “Exhibit B-3” as of the effective date of this Amendment No. 3.
3. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 230171B as of the first date written above.

MENTIS, INC.

By Rob Weiss
ROB WEISS, Executive Director

By Julissa Marcencia
JULISSA MARCENCIA, Board Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-signature)</p> <p>Date: 06/05/2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT B-3
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

**Mentis Mental Health Services Act (MHSA) Prevention and Early Intervention
Suicide Prevention Program**

July 1, 2024, through June 30, 2026

I. COMPENSATION

CONTRACTOR shall be reimbursed for completion of the Suicide Prevention Program deliverables as described in Exhibit A. The CONTRACTOR must submit invoices to the MHSA Coordinator until the contract maximum is reached. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year.

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

II. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's MHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit invoices not more than monthly to BHIInvoices@countyofnapa.org. Invoices shall be paid by COUNTY within 60 days of receipt. Invoices that are received by the County more than 60 days after the month being billed may not be paid. Unspent FY 24-25 funds shall carry over into FY 25-26. Any questions concerning invoicing shall be directed to the MHSA Coordinator.

CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of the fiscal year. If the annual reconciliation provided by the CONTRACTOR shows that the actual expenditures for the services provided under the contract are less than the contract amount received by the CONTRACTOR, then the CONTRACTOR must refund all unspent funds to the COUNTY.

FY 24-25 Budget

A. EXPENDITURES	Total Amount
1. Human Resource Expenditures	\$172,439
This category includes the expenses for contractor administrative and program staff. The category includes a maximum allowance for 25% benefits for salaried/ hourly/contract employees as appropriate.	

2. Operating and Direct Program Expenditures		\$23,350
This category includes expenses for the contractor and any subcontractor(s) related to program expenses, stipends, services, communications, printing, recruitment costs, training and travel, outreach, and promotional expenses.		
3. Subtotal Human Resources and Operating Expenditures		\$195,789
4. Administrative Overhead Attributable to the Project/Program	15%	\$29,369
5. TOTAL FY 24-25 BUDGET		\$225,158

FY 25-26 Budget

A. EXPENDITURES		Total Amount
1. Human Resource Expenditures		\$172,320
This category includes the expenses for contractor administrative and program staff. The category includes a maximum allowance for 25% benefits for salaried/ hourly/contract employees as appropriate.		
2. Operating Expenditures		\$23,470
This category includes expenses for the contractor and any subcontractor(s) related to program expenses, stipends, services, communications, printing, recruitment costs, training and travel, outreach, and promotional expenses.		
3. Subtotal Human Resources and Operating Expenditures		\$195,790
4. Administrative Overhead Attributable to the Project/Program	15%	\$29,368
5. TOTAL FY 25-26 BUDGET		\$225,158



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: 6/24/2025

File ID #: 25-852

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Agreement No. 250346B with Cope Family Center, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 250346B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2028 for a contract maximum of \$181,372 to provide services under the Parents As Teachers Home Visiting program. (Fiscal Impact: \$181,372 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

The State has embraced the direction of the federal Family First Prevention Services Act (FFPSA) and has built upon it to add further flexibility and ensure a broader continuum of care is in place for families by establishing the Family First Prevention Services (FFPS) Program. The County opted-into the FFPS program in 2023, which includes Title IV-E prevention services established by Part I of the federal FFPSA as part of the continuum of comprehensive prevention services described in State law. The funding sources include the State FFPS Program Block Grant. All FFPSA Clearinghouse approved Evidence Based Programs (EBPs) must be delivered in a trauma informed manner, and implementation of these services must be continuously monitored to ensure fidelity to the practice model.

One of the main EBPs to be utilized is the Parents As Teachers® (PAT) program in partnership with Cope Family Center, Inc. (Cope). Cope's mission is to help keep children safe from abuse and neglect and serve families experiencing a variety of difficulties. Under this agreement, Cope will have additional staffing support to carry out this EBP, which is part of the County's Comprehensive Prevention Plan (CPP).

Through intensive, consistent home visits, the PAT Program works with parents to promote positive parent-child interaction, healthy childhood growth and development, encourages developmental centered parenting, and enhances family functioning. Families learn how to access safety net, prevention and primary care services with linkages to community support including income subsidies, emergency aid assistance, parent education, child development assessments, and crisis intervention.

Cope Family Center, Inc., is a local vendor.

Requested action:

1. Approve and authorize Agreement No. 250346B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2028 for a contract maximum of \$181,372 to provide services under the Parents As Teachers Home Visiting program.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Child Welfare Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While the services in this agreement are not mandatory, the services provided will strengthen and improve child well-being by focusing on parents and caregivers as their children's first and most influential teachers.
Is the general fund affected?	No
Future fiscal impact:	This agreement terminates on June 30, 2028. Appropriations have been included in the requested Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this agreement is not approved, Cope will be unable to provide an expanded level of PAT Home Visiting services to families in our community to prevent abuse and neglect and help keep children safe in their homes.

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. 250346B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COPE FAMILY CENTER**, a California nonprofit corporation, whose mailing address is 707 Randolph Street, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

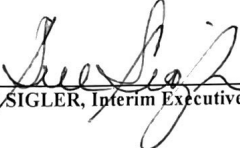
WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide Parents as Teachers (PAT) Home Visiting services to prevent and reduce child abuse; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

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

[SIGNATURE PAGE TO FOLLOW]

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

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By _____ ANNE COTTRELL, Chair of the Board of Supervisors	 SUE SIGLER, Interim Executive Director
ATTEST: NEHA HOSKINS, Clerk of the Board By: _____	Hugo Nevarez <small>Digitally signed by Hugo Nevarez Date: 2025.05.28 09:36:23 -07'00'</small>
DATE APPROVED BY THE BOARD: _____	HUGO NEVAREZ, Director of Finance & Administration
Processed by: _____ Deputy	

Maximum Amount of this Agreement: \$181,372	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: <u>Douglas V. Parker (via e-sign)</u> Date: <u>May 23, 2025</u>
Term Expires: June 30, 2026	
Automatic renewal of term is modified.	

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 250346B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services Agency
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Veronica Piper-Jefferson, Deputy Director of Child Welfare Services, 2751 Napa Valley Corporate Drive, Building B, 1st Floor, Napa, CA 94559.
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Sue Sigler, 707 Randolph Street, Napa, CA 94559.
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☒ corporation ☐ public agency ☐ other (specify).
- 1.7 The source of funding for this Agreement shall be: State FFPS Program Block Grant
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A

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

SECTION 2. General Terms and Conditions.

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

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

SECTION 3. Specific Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

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

CONTRACTOR's Catalog of Federal Domestic Assistance (CFDA) number and dollar amount of Federal funding under this Agreement are as follows:

- CFDA # 93.667 = \$181,372

3.2 Source Funding.

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

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

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

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire as of **June 30, 2028**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement,

provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

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

Exhibit A: Scope of Work

Exhibit B: Compensation

Exhibit C: "Section 2, General Terms and Conditions, Version 12"

EXHIBIT A
SCOPE OF WORK
July 1, 2025 through June 30, 2028

I. BACKGROUND:

The federal Family First Prevention Services Act (FFPSA) was enacted under Public Law 115-123 in 2018. Amongst its many provisions, it created a prevention services program that allows states the option to access Title IV-E federal financial participation for the provision of specified evidence-based mental health, substance use, and in-home parent skill-based services to children at imminent risk of entry into foster care, their parents or kin caregivers, and pregnant or parenting youth in foster care. This includes kin caregivers of children who are not under the placement and care of a Title IV-E agency and qualify for prevention services. The intent of this legislation is to increase the availability and early access to quality prevention services for children, parents, and kin caregivers to help children remain at home while simultaneously reducing the use of foster care placements.

Target Population categories include:

- Children in families receiving voluntary or court-ordered family maintenance services;
- Probation youth;
- Guardianship and/or adoption at risk of disruption;
- Children with substantiated/inconclusive allegation(s);
- Children with siblings in foster care;
- Homeless and/or runaway youth;
- Lesbian, gay, bisexual, transgender, queer, or questioning (LGBTQ) youth;
- Substance-exposed infants;
- Trafficked children and youth;
- Children exposed to domestic violence;
- Children with caretaker(s) experiencing substance use disorder;
- Other serious risk factors; and
- Youth in foster care who are expectant, pregnant, and/or parenting.

In 2023, Napa County (COUNTY) opted-into the Family First Prevention Services Program (FFPS), which includes Title IV-E prevention services established by Part I of the federal FFPSA as part of the continuum of comprehensive prevention services described in Welfare and Institutions Code (WIC) § 16588(c). Funding sources include the State FFPS Program Block Grant, as referenced in WIC § 16588. All FFPSA Clearinghouse approved Evidence Based Programs (EBPs) must be delivered in a trauma informed manner, and implementation of these services must be continuously monitored to ensure fidelity to the practice model.

II. PURPOSE:

One of the main EBPs to be utilized in Phase 1 of the Comprehensive Prevention Plan (CPP) is the Parents as Teachers (PAT) program. In partnership with Cope Family Center (CONTRACTOR), \$181,372.00 will be dedicated to assisting CONTRACTOR in developing and implementing its expansion plan for approval by COUNTY's Board of Supervisors (BOS).

III. TARGET POPULATION:

Napa County parents and/or caregivers with children aged zero to five.

IV. SERVICES:

CONTRACTOR shall provide the following services:

Home Visiting:

CONTRACTOR first implemented Evidence-Based Home Visiting in 2012 using the Healthy Families America (HFA) home visiting model. Based on review of the research and literature, as well as COUNTY data regarding family needs and service gaps, CONTRACTOR made the decision to broaden the service footprint by transitioning to the PAT Evidence-Based Home Visiting model in 2018, achieving full affiliation with the Parents as Teachers National Center (PATNC) in February 2019.

Local needs assessments since 2019 confirm that PAT is a better "fit" for COUNTY in that PAT allows enrollment of families with children from prenatal through three years of age. All children in the home under the age of 5 are included in home visits and parent-child activities, rather than one target child as in the HFA model. This results in a substantial increase from the previous eligibility window and provides an opportunity to serve more families and children. This increased capacity is in direct alignment with the need for early childhood family support in Napa County, although the wait list for PAT consistently hovers at 30 families or more. With additional staffing support through COUNTY's FFPS program, and in alignment with COUNTY's CPP, CONTRACTOR intends to provide the following Evidence-Based Home Visiting services with fidelity to the PAT model:

- Personal visits, primarily in the family's home, as well as other convenient locations in the community, or through video conferencing platforms.
 - Family Support Specialists (FSS) will meet the caregiver(s) and children in-person, more often than via video conferencing platforms.
 - Alternate sites include Cope Family Center and parks in the community, among others. Convenient locations in the community are offered for families in an effort to reduce barriers; For example, when the family is experiencing homelessness or when there are other situations impacting the ability to meet in the home.

- Parent/sibling visitation support provided through implementation of the PAT Home Visiting Program, includes personal visits to share parenting and child development education and resources with families parenting children aged 0-5.
- Health screens for all family members using the Family Health Record, Edinburgh Postnatal Depression Scale (EPDS), and others; and developmental screens for children aged 0-5 using the Ages and Stages Questionnaire (ASQ-3) and the Ages and Stages Questionnaire – Social/Emotional (ASQ-SE2).
- Relationship Assessment Tool (RAT) – research-based screen for Intimate Partner Violence (IPV) concerns.
- 4P's Plus Screening Instrument – research-based screen to identify Substance Use Disorder (SUD) concerns in the individual and/or family.
- PAT Child Health Information screens for concerns in 4 areas: physical health/child wellbeing, dental, vision, and hearing.
- Infant Safety Checklist – American Academy of Pediatrics (AAP) screen for home safety needs administered annually and/or during targeted periods of child's growth.
- Peer support through monthly Family Connection events designed to promote positive social and community connections through parent-child activities.
- Resource Network to connect families to needed community resources and case management support are provided based on family goals, identified needs through screening, parent concerns, and areas of vulnerability identified during home visits.
- Coordination with Child Welfare Services (CWS) through attendance at Child and Family Teams (CFTs) meetings in support of family reunification.

Through intensive, consistent home visits, the PAT Family Support Specialist (FSS) works with parents to promote positive parent-child interaction, healthy childhood growth and development, encourage developmental centered parenting, and enhance family functioning. Families learn how to access safety net, prevention, and primary care services with linkage to community support including income subsidies, emergency aid assistance, parent education, child development assessments, and crisis intervention.

As a result of the PAT model of service delivery, partnering, facilitating and reflecting with parents and caregivers, expected outcomes include:

Short term:

- Increased healthy pregnancies and improved birth outcomes;
- Increased early identification and referral to services for possible developmental delays, vision, hearing, and health issues in children;
- Increased parent knowledge of age-appropriate child development, including language, cognitive, social-emotional, and motor domains;
- Improved parenting capacity, parenting practices, and parent-child relationships through the demonstration of positive parenting skills and quality parent-child interactions; and
- Improved family health and functioning as demonstrated by a quality home environment, social connections, and empowerment.

Intermediate:

- Improved child health and development;
- Reduced rates of child abuse and neglect;
- Increased school readiness; and
- Increased parent involvement in children's care and education.

Long term:

- Strong communities, thriving families and healthy, safe children who are ready to learn.

Family Resource Center:

Crisis intervention and Resource and Referral (R&R) services address concrete needs, to reduce the stress and isolation associated with poverty, substance use, and mental health issues, so that parents are able to meet the basic needs of their children, and nurture them in a safe, supportive environment.

Services:

- Help families access essential prevention and primary care services, subsidy programs, and provide supplemental diapers, wipes, formula and other essential household items distributed (and delivered in some program areas), and gift cards for food and gas;
- Work in collaboration with COUNTY Mental Health (MH) and community mental health partners to provide crisis intervention counseling services;
- Connect families to available community resources to develop their capacity for wellness and self-determination;
- Mental Health First Aid (MHFA) - Help families create a plan to transition through crisis and seek complimentary services to manage emotions, prevent violence and learn self-regulation (e.g., local domestic violence shelter and anger management programs);
- Includes Crisis Intervention and Safety Net Services; and
- Peer Support groups scheduled monthly to meet a range of needs for parent and family support.

CONTRACTOR's foundational approach to delivery of family support services through the FRC is based on the Strengthening Families framework. The Strengthening Families framework is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect.

Phase 1 Service Objectives:

- A. Expanding availability of services for Spanish-speaking families;
- B. Preventing maltreatment recurrence;
- C. Increasing availability of services in rural areas; and
- D. Expanding services for families with children aged 0–5.

Objective 1: Expanding availability of services for Spanish-speaking families.

Action Items:

- CONTRACTOR will recruit and onboard one (1) additional bilingual, Spanish-speaking FSS within ninety (90) days of contract execution date, thereby increasing program capacity to serve fifteen (15) additional families with services detailed in a Family Well Being Plan, to be developed in partnership with the family and PAT FSS.

Research shows that employing staff from within the communities being served who have cultural and community knowledge will further diversify the home visiting workforce, build community and family trust, and increase access to community-based resources.

Objective 2: Preventing maltreatment recurrence.

Action Items:

- PAT services as outlined above in Section IV. Services will be delivered to a minimum of fifteen (15) families in Year 1 to increase parent knowledge of child development and positive parenting practices, promote quality parent-child interaction, meet families' basic needs by connection to needed resources, and increased opportunities for families to connect with peers in community-based settings.
- CONTRACTOR will partner with COUNTY CWS staff to develop a cross-training model within one hundred eighty (180) days of Year 1, with the goal of reducing the overuse of child protective services by increasing FSS and child welfare staff mutual understanding of Child Abuse Prevention history, context, policy, and service delivery practices.
- Research supports partnering across child welfare and Evidence-Based home visiting programs to promote the common goal of strengthening parent-child relationships and family well-being, thereby reducing the need for interventions such as Child Protective Services (CPS) and foster care.
- Data collected in 2022 by the Center for Disease Control and Prevention (CDC) Task Force on Community Preventive Services, and the United States (US) Department of Health and Human Services (HHS)/Administration on Children, Youth, and Families (ACYF), PAT children had a 22% decreased likelihood of child maltreatment substantiations (as measured by CPS maltreatment data) compared to children not in PAT.
- The same studies found that for families that had prior engagement with CPS, among non-depressed mothers, PAT was associated with a significantly lower likelihood of CPS recidivism. Children in PAT are less likely to go to the emergency room to be treated for

injury. PAT participation was related to 50% fewer cases of suspected abuse and/or neglect.

Objective 3: Increasing availability of services in rural areas.

Action Items:

- Within one hundred twenty (120) days of the contract execution date, CONTRACTOR will enhance referral relationships with community-based providers and FRCs serving families in rural areas, specifically, UpValley, American Canyon, and unincorporated areas of Napa County by developing a Memorandum of Understanding (MOU) specifying referral procedures among partners and anticipated positive outcomes for families participating in PAT services.
- In Year 2, CONTRACTOR will explore the feasibility of co-locating PAT staff in UpValley and American Canyon locations to enhance referral relationships with partners and increasingly inform families about the availability of PAT services in their communities.
- PAT staff will increase outreach in under-served rural areas by participating in four (4) community outreach events, two (2) events UpValley and two (2) events in American Canyon, in Year 1.

Objective 4: Expanding services for families with children aged 0-5.

Action Items:

- CONTRACTOR will continue collaboration with partners in the Ready, Set, Grow! (RSG!) Home Visiting Collaborative, and the RSG! Coordinated Intake system's Early Childhood Coordinator (systems navigator) to increase capacity to serve families with children aged 0-5, providing increased resource connections, enhanced screening and case management in support of participating families' Family Well Being Plans.
- Research demonstrates that Coordinated Intake systems for home visiting can produce positive impacts at the community, individual, program, and systems levels. Enhanced screening for children's development, supporting Infant-Parent MH, and increasing family connections to high quality early childhood services are primary focus areas for RSG! in Napa County. A shared vision, clear Decision Tree and Referral Workflows, shared data, and Continuous Quality Improvement (QI) practices are the foundational elements to more seamlessly connect families with quality early childhood services, including Evidence-Based Home Visiting.

V. OUTCOME/EVALUATION:

Outcome goals include:

- Increased number of developmental screenings.

Measure: For FFPS families participating in PAT in Year 1, 90% of children aged 0-5 will be screened bi-annually or more as needed for developmental delays. If a concern or delay is identified, 95% of those screens will result in additional activities to support development and/or a referral for further screening and intervention.

- Increased positive parenting practices

Measure: For FFPS families participating in PAT in Year 1, 55% of parents will maintain or improve scores in the Parenting Efficacy and/or Role Satisfaction domains of the Healthy Families Parenting Inventory (HFPI). The percentage of parents achieving this outcome will increase by 10% in subsequent years.

- Improvement of parent/caregiver emotional and mental health

Measure: For FFPS families participating in PAT in Year 1, 55% of parents will maintain or improve scores in two of the following domains of the HFPI: Depression, Social Support, Mobilizing Resources, and/or Personal Care domains. The percentage of parents achieving this outcome will increase by 10% in subsequent years.

- Year 1: At least 50% of clients must be served using an evidence-based program.
- Year 2: At least 75% of clients must be served using an evidence-based program.
- Year 3: At least 95% of clients must be served using an evidence-based program.

Outcome goals to ensure model fidelity:

Short – term:

CONTRACTOR's PAT program will meet essential requirements for model fidelity by maintaining the organizational structure, supervisory support and staffing, assessment and screening practices using research-based tools, and resource network(s) that are currently recognized as best practices to achieve intended outcomes for families participating in PAT.

- CONTRACTOR's PAT Program will measure adherence to the following essential requirements:
 - 100% of FSS complete required foundational trainings;
 - A minimum of two (2) hours of Reflective Supervision is provided to each FSS monthly;
 - Family Centered Assessments are completed with each participating family within one hundred twenty (120) days of enrollment and updated annually thereafter;
 - Child health and developmental screens are completed initially with each child aged 0-5 within ninety (90) days of the family's enrollment, and updated annually thereafter. Developmental screens are administered with each child semi-annually or more frequently as indicated;

- 75% of participating families develop at least one (1) documented goal during the program year;
- Families participate in 60% of recommended personalized home visits based on the number of stressors identified;
- Twelve (12) Family Connection events are scheduled during the program year; and
- 90% of PAT families are connected to at least one (1) community resource.

Long – term:

CONTRACTOR's PAT Program will meet Performance Measure Report (PMR) benchmarks annually to maintain full PATNC affiliation, and submit the Affiliate Performance Report annually to PATNC as evidence of model fidelity.

VI. CONTRACT MONITORING:

- A. CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- B. CONTRACTOR will request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY will consider any such request and will provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- C. COUNTY will monitor CONTRACTOR's provision of services by conducting at least one (1) site visit per year.
- D. COUNTY shall normally provide thirty (30) day notice of the site visit to the CONTRACTOR and will specify the documentation that will need to be available at the time of the visit.
- E. Under normal circumstances, the visit may require review of the following documents: proof of license or certification, client diagnosis (if applicable), client plan, progress notes which delineate services specifically related to the client plan, outcomes in meeting goals as delineated in the work plan, and documentation of staff hours in providing the authorized services. COUNTY may add additional elements to be reviewed.
- F. COUNTY will perform the site visit utilizing a screening tool. COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY's written report of the site visit prior to the report becoming final.
- G. If the final report identifies material variations between the CONTRACTOR's activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.
- H. CONTRACTOR is responsible for maintaining reports of all significant key risks, such as client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints of CONTRACTOR's service and/or accidents occurring in the course

of service delivery. CONTRACTOR is also required to immediately report to COUNTY any incidents of incorrect billing for services.

- I. CONTRACTOR is responsible for maintaining all documentation required for monitoring.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827.

Dissemination of any information is disallowed regardless of whether it is in written or oral form.

EXHIBIT B
COMPENSATION
July 1, 2025 through June 30, 2028

A. COMPENSATION

Program Development: Parents As Teachers (PAT) Capacity Building	AMOUNT
PERSONNEL EXPENSES	\$155,154
Includes expenses of the Program Director, Program Manager-Home Visitation, Program Manager-Family Resource Center, Supervisors, Family Resource Center-Direct Service Staff, Home Visitors-Family Support Specialists, Program Compliance, and Program Accounting, and an allowance for benefits for salaries/hourly employees as appropriate.	
OPERATING EXPENSES	\$9,730
Expenses related to occupancy, IT, program supplies and costs, utilities, telephone, program insurance, maintenance, equipment, printing, postage, training, and travel.	
ADMINISTRATION EXPENSES 10%	\$16,488
TOTAL CONTRACT MAXIMUM	\$181,372

B. EXPENSE REIMBURSEMENT

Mileage reimbursement for training(s), conferences, and other program activities as outlined in contract.

C. LIMITATIONS AFFECTING PAYMENTS

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order for COUNTY to conduct Quality Assurance (QA). COUNTY may elect to withhold payment on any claims submitted for payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR's services and claims are subject to any audits conducted by Department, the State of California (CA), federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable

to CONTRACTOR'S performance under this Agreement including, but not limited to, billing errors by CONTRACTOR.

- To the extent CONTRACTOR shall make whole COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- CONTRACTOR shall submit claims for payment **within thirty (30) days of providing the service(s)** identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than thirty (30) days after the provision of such service(s).
- Non-compliance with this Agreement may lead at any time to a termination of the Agreement based on breach of contract.
- With the written approval of the Director of COUNTY's Health and Human Services Agency (HHS) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by HHS has been given to CONTRACTOR in writing.

TOTAL PAYMENTS UNDER THIS AGREEMENT SHALL NOT EXCEED \$181,372.00.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

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

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

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

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

2.3 Compensation.

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

(b) Advance Funding.

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

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

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

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

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

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

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

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

2.4 Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

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

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

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

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

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

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

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

2.8 Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

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

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

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

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

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

2.10 Other Termination.

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty

(30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

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

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

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

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold

any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

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

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

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

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

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

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

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this

Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

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

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

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

- (A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
- (B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
- (C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or
- (D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

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

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

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

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

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

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

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

2.16 No Assignments or Subcontracts.

- (a) In general. A consideration of this Agreement is the personal reputation of

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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

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

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

2.18 Interpretation; Venue.

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

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

2.19 Compliance with Laws. CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-

hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

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

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

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

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

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or

construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) **Inclusion in Subcontracts.** To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

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

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

2.21 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 Conflict of Interest.

(a) **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict.

CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

2.28 Entirety of Contract. This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations,

understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. Other Terms and Conditions [Reserved.]

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

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

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

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

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

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

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

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

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

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

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

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

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

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements.

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

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

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

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

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY

that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

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

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

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

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

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

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

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any

payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

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

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

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under

COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has

received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

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

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



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: 6/24/2025

File ID #: 25-866

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Summer Isham, Contracts Supervisor
SUBJECT: Intergovernmental Transfer of Public Funds: Voluntary Rate Range Program

RECOMMENDATION

Approve and authorize Agreement No. 250435B with the California Department of Health Care Services (DHCS) for the Intergovernmental Agreement Regarding Transfer of Public Funds for the term January 1, 2024 through June 30, 2027 for the transfer of approximately \$2,000,000 to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates, which includes the 20% assessment fee retained by DHCS. (Fiscal Impact: \$2,000,000 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

The Intergovernmental Transfer (IGT) process is a funding mechanism under Section 1903(w)(a) of the Social Security Act, which states and local governments utilize, under certain circumstances, to obtain additional federal matching dollars for Medicaid programs. These funds become available when the State claims federal funds for use in the California Medi-Cal system at a level that is less than the maximum allowable federal funding level. The difference between the maximum allowable federal funding level and the actual amount drawn down by the State is referred to as "headroom." This "headroom" of unused federal reimbursement is available to be drawn down by counties and other public entities through an IGT. Partnership HealthPlan of California (PHC) and Kaiser Foundation Health Plan are the County's organized health systems that provide managed health care services for low-income individuals and families eligible for Medi-Cal in Napa and are the fiscal intermediaries for the IGT process to increase federal Medicaid funding available to Napa County. The County's Health and Human Services Agency (HHSA) has participated in the IGT process since Fiscal Year 2013-2014 and the funding has made possible programs that improve access to services and address service gaps or shortfalls by enhancing, expanding or otherwise supporting health-related services that are not already funded under the Medi-Cal system for Napa County residents. This funding was anticipated and accounted for in HHSA's overall revenue projections for FY25-26.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is discretionary in that there is no mandate to participate in the Intergovernmental Transfer (IGT) process nor to accept additional federal Medicaid funds made available through the IGT process. However, the IGT process will provide funding for health care programs and activities benefiting Napa County residents.
Is the general fund affected?	No
Future fiscal impact:	This agreement terminates on June 30, 2027 and is included in the requested Fiscal Year 2025-2026 budget.
Consequences if not approved:	If this agreement is not approved, the County will lose the opportunity to obtain additional Medicaid 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.

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and NAPA COUNTY HEALTH AND HUMAN SERVICES AGENCY (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit

1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2024 through December 31, 2024 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal

money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2024 through December 31, 2024 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2024. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2024 through December 31, 2024, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to

determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$ 0 of the transfer amounts, will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Kimberly Danner, Chief Fiscal Officer, HHSA
2751 Napa Valley Corporate Drive, Building B
Napa, CA 94559
(707) 253-4426
kimberly.danner@countyofnapa.org

With copies to:

Jennifer Yasumoto, Dir. HHSA
2751 Napa Valley Corporate Drive, Building B
Napa, CA 94559
(707) 253-4678
Jennifer.Yasumoto@countyofnapa.org

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-

Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2024 and shall expire as of June 30, 2027 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on
the date of the last signature below.

NAPA COUNTY HEALTH AND HUMAN SERVICES AGENCY

By: _____ Date: _____

Anne Cottrell, Chair of the Board of Supervisors

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Authorized Representative, Department of Health Care Services

APPROVED AS TO FORM
Office of County Counsel

By: *Rachel Ross*

Date: June 4, 2025

Exhibit 1

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Kaiser Foundation Health Plan	Napa County Health and Human Services	North Bay	1/2024 - 12/2024	5.42%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.23	385,112	\$ 88,576
Child	UIS	\$ 0.09	2,821	\$ 254
Adult	SIS	\$ 0.61	153,903	\$ 93,881
Adult	UIS	\$ 0.32	13,612	\$ 4,356
Adult Expansion	SIS	\$ -	281,499	\$ -
Adult Expansion	UIS	\$ -	15,737	\$ -
SPD	SIS	\$ 1.31	37,230	\$ 48,771
SPD	UIS	\$ 1.02	706	\$ 720
SPD Dual	SIS	\$ 0.33	88,064	\$ 29,061
SPD Dual	UIS	\$ 0.19	440	\$ 84
LTC	SIS	\$ 9.86	19	\$ 187
LTC	UIS	\$ -	-	\$ -
LTC Dual	SIS	\$ 8.09	999	\$ 8,082
LTC Dual	UIS	\$ 0.38	1	\$ -
WCM	SIS	\$ 2.28	17,014	\$ 38,792
WCM	UIS	\$ 1.42	138	\$ 196
Est. FE Total			997,295	\$ 312,960

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Partnership Health Plan of California	Napa County Health and Human Services	North Bay	1/2024 - 12/2024	4.06%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.17	1,183,773	\$ 201,241
Child	UIS	\$ 0.06	101,234	\$ 6,074
Adult	SIS	\$ 0.51	402,627	\$ 205,340
Adult	UIS	\$ 0.28	277,256	\$ 77,632
Adult Expansion	SIS	\$ 0.08	1,076,570	\$ 86,126
Adult Expansion	UIS	\$ 0.06	303,621	\$ 18,217
SPD	SIS	\$ 1.45	201,658	\$ 292,404
SPD	UIS	\$ 0.76	31,151	\$ 23,675
SPD Dual	SIS	\$ 0.59	433,986	\$ 256,052
SPD Dual	UIS	\$ 0.14	4,914	\$ 688
LTC	SIS	\$ 1.45	934	\$ 1,354
LTC	UIS	\$ 0.77	365	\$ 281
LTC Dual	SIS	\$ 0.59	16,535	\$ 9,756
LTC Dual	UIS	\$ 0.15	51	\$ 8
WCM	SIS	\$ 1.66	41,744	\$ 69,295
WCM	UIS	\$ 0.97	1,792	\$ 1,738
Est. FE Total			4,078,211	\$ 1,249,881

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.



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: 6/24/2025

File ID #: 25-1047

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Jennifer Ivancie, Staff Services Analyst I
SUBJECT: Agreement No. 260022B with Cope Family Center, Inc.

RECOMMENDATION

Terminate Agreement No. 170522B and approve and authorize Agreement No. 260022B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of \$45,000 per fiscal year to provide administration of the Child Abuse Prevention Council. (Fiscal Impact: \$45,000 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory).

BACKGROUND

Child Abuse Prevention Councils are local bodies which organize community resources in order to reduce child abuse and neglect in every county in California. These councils are either an independent part of a county government or a non-profit organization.

The Child Abuse Prevention Council of Napa County (CAPC) collaborates and advocates for public policy that impacts children's safety and healthy development. CAPC raises awareness and engages the community in child abuse prevention efforts. CAPC is led by Cope Family Center and is comprised of many other nonprofits, government agencies, faith-based organizations, and more. Cope is the umbrella agency that houses CAPC, thereby giving CAPC full non-profit status. CAPC is funded by the Children's Trust Fund pursuant to Chapter 11, Article 5 (Sections 18965-18971) of the Welfare and Institutions Code (WIC).

Services provided by Cope under this agreement include creating a unified voice for child abuse prevention in Napa County; promoting collaboration and coordination of the myriad of resource agencies that work in child abuse prevention; and supporting projects that have a direct positive effect on child abuse prevention. The prior agreement is being terminated and replaced at this time to update contract language and increase the contract maximum by \$5,000 for a new maximum of \$45,000.

Cope Family Center is a local vendor.

Requested actions:

1. Terminate Agreement No. 170522B with Cope Family Center, Inc.; and
2. Approve and authorize Agreement No. 260022B with Cope Family Center, Inc., for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of \$45,000 per fiscal year to provide administration of the Child Abuse Prevention Council.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Child Welfare Services Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic annual renewal. Appropriations have been included in the requested Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this agreement is not approved, Cope will be unable to continue providing mandatory child abuse prevention services.

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. 260022B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COPE FAMILY CENTER**, a California nonprofit corporation, whose mailing address is 707 Randolph Street, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about July 1, 2012, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170522B (formerly 7784), (hereinafter referred to as the “Agreement”) for CONTRACTOR to provide child abuse prevention/education services and child abuse/assault prevention education to elementary school children, parents, teacher, and school communities throughout Napa County; and

WHEREAS, as of the effective date of this Agreement, the Parties wish to terminate Agreement No. 170522B and replace it with Agreement No. 260022B; and

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide child abuse prevention/education services and child abuse/assault prevention education to elementary school children, parents, teachers, and school communities throughout Napa County.

TERMS

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

[SIGNATURE PAGE TO FOLLOW]

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

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By _____ ANNE COTTRELL, Chair of the Board of Supervisors	 SUE SIGLER, Interim Executive Director
ATTEST: NEHA HOSKINS, Clerk of the Board	 HUGO NEVAREZ, Director of Finance & Administration
By: _____	
DATE APPROVED BY THE BOARD: _____	
Processed by: _____ Deputy	
Maximum Amount of this Agreement: \$45,000 per fiscal year.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL
Term Expires: June 30, 2026	By: Douglas Parker (via e-sign) Date: June 4, 2025
Automatic renewal of term applies.	

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260022B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services Agency.
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Veronica Piper-Jefferson, Deputy Director of Child Welfare Services, 2751 Napa Valley Corporate Drive, Building B, 1st Floor, Napa, CA 94559.
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Sue Sigler, 707 Randolph Street, Napa, CA 94559.
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☒ corporation ☐ public agency ☐ other (specify).
- 1.7 The source of funding for this Agreement shall be: Children’s Trust Fund.
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A

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

SECTION 2. General Terms and Conditions.

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

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

SECTION 3. Specific Terms and Conditions.

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

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

- ☒ (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).
- ☐ (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).
- ☐ (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).
- ☐ (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).
- ☐ (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).
- ☐ (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).
- ☒ (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.
- ☐ (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.
- ☐ (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.
- ☐ (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)
- ☐ (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

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

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

3.2 Source Funding.

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

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

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

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

SECTION 4. Incorporated Documents.

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

Exhibit A: Scope of Work (attached)

Exhibit B: Compensation (attached)

Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

EXHIBIT A
SCOPE OF WORK
July 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

BACKGROUND

The following program is administered by Cope Family Center, a local family service agency.

The Child Abuse Prevention Council (CAPC) is a state mandated umbrella council for those agencies and community members who work in the field of child abuse prevention and service.

CAPC Napa County is one of the ten members of the Greater Bay Area Child Abuse Prevention Council (GBACAPC) Coalition; a strong working collaborative that meets monthly and facilitates large trainings open to advocacy professionals throughout the Bay Area.

A. SERVICES

- Creates a unified voice for child abuse prevention in Napa County.
- Promotes collaboration and coordinates the myriad of resource agencies that work in child abuse prevention.
- Supports projects that have a direct positive effect on child abuse prevention and service delivery for abused and neglected children.
- Represents the Council as a member of the Child Death Review Team (CDRT) and other county workgroups and committees as needed.
- Facilitates and co-sponsors event, workshops, and trainings.
- Sponsors awareness campaign to educate and communicate prevention activities surrounding child abuse and to link families in need with appropriate resources.
- Collaborates with Child Welfare Services (CWS) to provide Mandated Reporter Trainings.
- Collaborates with Steering Committee in the creating of the annual report on the Status of Children to the Board of Supervisors (BOS) and recommendations.
- Delivers annual report and recommendations to the BOS.
- Provides training to increase general competence/knowledge of the Napa community, child welfare professionals, and mandated reporters on the subject of child abuse and neglect.
- Maintains a diverse membership on the CAPC membership including public and private child serving agencies.

B. EVALUATION

CONTRACTOR's performance will be evaluated by the number and diversity of messages and trainings on the prevention of child abuse and neglect offered to the Napa community; by the number of Mandated Reporter Trainings provided and the evaluations of participants; and by the frequency and subject matter of CAPC Council meetings.

C. CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- CONTRACTOR will request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY will consider any such request and will provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintain responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- COUNTY will monitor CONTRACTOR's provision of services by conducting at least one (1) site visit per year.
- COUNTY normally will provide thirty (30) days' notice of the site visit to the CONTRACTOR and will specify the documentation that will need to be available at the time of the visit.
- Under normal circumstance, the visit may require the review of the following documents: proof of license or certification, client diagnosis (if applicable), client plan, progress notes which delineate services specifically related to the client plan, and documentation of staff hours in providing the authorized services. COUNTY may add additional elements to be review.
- COUNTY will perform the site visit utilizing a screening tool. COUNTY will provide CONTRACTOR with the opportunity to respond to the COUNTY's written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR's activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.
- CONTRACTOR is responsible to maintain reports of all significant key risks, such as client safety and adherence to funding standard. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.
- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- CONTRACTOR will request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY will consider any such request and will provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains

responsibility for ensuring that its services and activities are in compliance with applicable regulations.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County CWS staff, employees, or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. **Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

EXHIBIT B
COMPENSATION
July 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

A. COMPENSATION

- CAPC relies on the Children's Trust Fund pursuant to Chapter 11, Article 5 (Sections 18965-18971 of the Welfare and Institutions Code (WIC).
- CAPC also relies on fundraising through individual solicitations.

CHILDREN'S TRUST FUND - CAPC PROGRAM	BUDGET
PERSONNEL EXPENSES	
This category includes the expenses of the Executive Director, Development Director, Program Director, Program Coordinator, Program Outreach/Community Engagement Coordinator, Program Accounting, and Program Compliance. The category total includes an allowance for benefits for salaried/hourly employees as appropriate.	\$27,140
OPERATING EXPENSES	
This category includes expenses for the contractor related to occupancy, dues & fees, IT hardware/software/support, program & office supplies, printing & copying, staff development & training, program insurance, program mileage, telephone & telecommunications, and utilities.	\$13,770
ADMINISTRATION COSTS (10%)	\$4,090
TOTAL BUDGET	\$45,000

B. EXPENSE REIMBURSEMENT

- Mileage reimbursement shall be made for trainings, conferences, and other program activities outlined in contract.

C. LIMITATIONS AFFECTING PAYMENTS

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order for COUNTY to conduct Quality Assurance (QA). COUNTY may elect to withhold payment on any claims submitted for payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.

- CONTRACTOR's services and claims are subject to any audits conducted by Department, the State of California (CA) or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR'S performance under this Agreement including, but not limited to, billing errors by CONTRACTOR.
- To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- CONTRACTOR shall submit claims for payment **within forty-five (45) days** of providing the service(s) identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than sixty (60) days after the provision of such service(s).
- Non- compliance with this Agreement may lead at any time to a termination of the Agreement based on breach of contract.
- With the written approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

TOTAL PAYMENTS UNDER THIS AGREEMENT SHALL NOT EXCEED
\$45,000.00 PER FISCAL YEAR.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

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

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

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

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

2.3 Compensation.

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

(b) Advance Funding.

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

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

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

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

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

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

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

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

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

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

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

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

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

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

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

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

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

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

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

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

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

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

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

2.10 Other Termination.

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

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

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

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

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

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

2.13 Notices.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

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

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

2.14 Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

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

(c) Drug and Alcohol Policy.

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

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

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

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

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

- (A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
- (B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
- (C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or
- (D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

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

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

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

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

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

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

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

2.16 No Assignments or Subcontracts.

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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

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

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

2.18 Interpretation; Venue.

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

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

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

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

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

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

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

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

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

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

2.21 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 Conflict of Interest.

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

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

2.29. Other Terms and Conditions [Reserved.]

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

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

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

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

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

www.countyofnapa.org.

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

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

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

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

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

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

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

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

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

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements.

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

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

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

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

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

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

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

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

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

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

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

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

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

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

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHS) has adopted a Code of Ethics. If the Department Director determines that the

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

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

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



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: 6/24/2025

File ID #: 25-789

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Jennifer Palmer, Director of Housing & Community Services

SUBJECT: Amendment No. 4 to Agreement No. 220376B with Partnership Health Plan for the extension of certain Community Supports under the California Advancing Innovating Medi-Cal Program known as "CalAIM"

RECOMMENDATION

Approve and authorize Amendment No. 4 to Master Services Agreement No. 220376B with Partnership Health Plan for the County to provide Community Supports to certain Medi-Cal participants through December 2025 generating approximately \$1,000,000 in annual revenue (Fiscal Impact: \$1,000,000 Revenue, Housing & Community Services Fund, Budgeted, Discretionary).

BACKGROUND

CalAIM is a Medi-Cal Waiver program designed to build a whole system, person-centered approach to care, in which clinical and social services are integrated to support people's health and wellbeing throughout their lives. As a statewide population health initiative, CalAIM will reach all Medi-Cal members while focusing particularly on advancing health equity by expanding resources available to populations and communities that have been historically under-resourced and under-served.

The first stage of CalAIM implementation has included scaling impactful services from this and other initiatives statewide through Enhanced Care Management (ECM) and Community Supports (California's nomenclature for the proposed list of state approved In Lieu of Services/ILOS). ECM is designed to address the clinical and non-clinical needs of the highest-need enrollees through intensive coordination of health and health-related services. Its goal is to connect to beneficiaries on the street, in a shelter, in their doctor's office, or at home by providing a single Lead Care Manager to coordinate care and services among the physical, behavioral, dental, developmental, and social services delivery systems, making it easier for beneficiaries to get the right care at the right time.

Community Supports are services intended to be cost effective alternatives to traditional medical services or settings. Community Supports address the social drivers of health - the factors in people's lives that influence their overall health outcomes, such as housing, medical respite, assisted living, and medically tailored meals. A

total of 14 services are approved under CalAIM:

- Housing Transition Navigation Services
- Housing Deposits
- Housing Tenancy and Sustaining Services
- Short-Term Post-Hospitalization Housing
- Recuperative Care (Medical Respite)
- Day Habilitation Programs
- Caregiver Respite Services
- Nursing Facility Transition/Diversion to Assisted Living Facilities
- Community Transition Services/Nursing Facility Transition to a Home
- Personal Care and Homemaker Services
- Environmental Accessibility Adaptations (Home Modifications)
- Medically Supportive Food/Meals/Medically Tailored Meals
- Asthma Remediation

The structure of CalAIM allows the Medi-Cal managed care plans, locally Partnership Health Plan, to identify which Community Supports it wants to offer and contract for those services directly with providers. Locally, Napa County Department of Housing & Community Services (HCS) is the delegate administrative entity (DAE) for three Community Supports: Housing Navigation, Housing Deposits and Housing Tenancy & Sustaining Services. HCS is eligible to receive payment in exchange for the direct provision or sub-contracted provision of services to CalAIM beneficiaries through a Master Service Agreement with Partnership Health Plan.

Today's action amends Agreement No 220376B for reimbursement for the fee-for service costs for the provision of Housing Transition Navigation Services, Housing Deposits and Housing Tenancy and Sustaining Services to include all applicable Exhibits and Attachments and an expiration date extension through December 2025 for approximately \$1,000,000 in estimated annual revenues.

Requested Action:

Approve and authorize Amendment No. 4 to Master Services Agreement No. 220376B with Partnership Health Plan for the County to provide Community Supports to certain Medi-Cal participants through December 2025 generating approximately \$1,000,000 in annual revenue

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	Fund 2030
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The agreement provides revenues to support expansion of important housing services to assist individuals and families experiencing homelessness with obtaining and maintaining permanent housing.
Is the general fund affected?	No
Future fiscal impact:	CalAIM funds will be utilized to expand housing services in current and future fiscal years.
Consequences if not approved:	Napa County will be unable to receive reimbursement for specific housing activities without the contract.

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. 4 TO THE MASTER SERVICES AGREEMENT**Between****PARTNERSHIP HEALTHPLAN OF CALIFORNIA****and****NAPA COUNTY**

This Amendment No. 4 (“Amendment”) to the Master Services Agreement for Community Supports (“Agreement”) is entered into between Partnership HealthPlan of California (“Partnership”) and Napa County (“Subcontractor”), (collectively, the “Parties”). This Amendment is to be effective January 1, 2025. In the event of a conflict between this Amendment and any other provision of the Agreement, this Amendment will control. Any capitalized term utilized in this Amendment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Amendment. If a capitalized term used in this Amendment is not defined in the Agreement or this Amendment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

RECITALS

WHEREAS, the Parties entered into the Agreement dated January 1, 2022; and

WHEREAS, the Parties entered into subsequent amendments to extend the term of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the term further and to reflect compliance with recent updates to the Medi-Cal Contract.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. ARTICLE XI - TERM, TERMINATION AND AMENDMENT, Section 11.1: “TERM” is hereby removed in its entirety and replaced with the following:

The term of this Agreement begins on the Effective Date and will continue in effect until December 31, 2025, unless terminated sooner in accordance with the terms of this Agreement.

2. ARTICLE XII – OTHER PROVISIONS, Section 12.4: “NOTICES” is hereby revised to reflect the following notice information for Partnership **from** Elizabeth Gibboney, CEO **to** Sonja Bjork, CEO.
3. EXHIBIT C - DATA SHARING AGREEMENT: Agreement for Disclosure and Use of Data and Documents, Section 3., 4., & 5.

Section 3. Partnership HealthPlan of California information table is revised **from** Kirt Kemp, CIO as Name of Custodian of Files Title/Component and 707-863-4103 / kkemp@partnershiphp.org for phone number and email address **to** Tina Buop, CIO as Name of Custodian of Files/Component and 707-366-3825 / tbuop@partnershiphp.org for phone number and email address.

Section 4. Partnership HealthPlan of California information table is revised **from** Elizabeth Gibboney, CEO as Name of Designates Individual and Title and 707-863-4232 / egibboney@partnershiphp.org for direct phone line and direct email address **to** Sonja Bjork, CEO as Name of Designates Individual and Title and 707-419-7931 / sbjork@partnershiphp.org for direct phone line and direct email address.

Section 5. Last paragraph is hereby deleted in its entirety and replaced with the following:

This Agreement will terminate on December 31, 2025, or on the date Partnership terminates the Community Supports Master Services Agreement, or Delegation Agreement with Napa County, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Exhibit C.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the subsequent Amendment between Partnership and Subcontractor is entered into by and between the undersigned parties.

Subcontractor

Napa County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Partnership

Partnership HealthPlan of California

Signed by:
Signature: Sonja Bjork
10A81AB5333C440...

Printed Name: Sonja Bjork

Title: Chief Executive Officer

Date: 6/10/2025

Approved as to Form
Napa County Counsel
By: Silva Darbinian
Deputy



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: 6/24/2025

File ID #: 25-1130

TO: Board of Supervisors
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: CSA No. 4 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the County Service Area No. 4 (CSA No. 4) - Farmworker Housing Assessment District. (Fiscal Impact: \$24,102 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary)

BACKGROUND

A public hearing was opened for the CSA No. 4 - Farmworker Housing Assessment District Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, the CSA No. 4 - Farmworker Housing Assessment District will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

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

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE
OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR
COUNTY SERVICE AREA NO. 4 FOR FISCAL YEAR 2025-2026**

WHEREAS, California Government Code section 25214 requires the Board of Supervisors to adopt an annual budget for each County Service Area located within the county pursuant to Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the California Government Code; and

WHEREAS, in accordance with California Government Code sections 29000 through 29093, the Napa County Board of Supervisors (the “Board”) is required to adopt the 2025-2026 fiscal year budget for County Service Area No. 4 no later than October 2, 2025, and thereafter the Napa County Auditor must file the budget with the Clerk of the Board and the California State Controller no later than December 1, 2025; and

WHEREAS, on May 29, 2025, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of County Service Area No. 4 for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or about May 30, 2025, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for County Service Area No. 4 for fiscal year 2025-2026.

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

1. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearing(s), is hereby adopted as the budget of County Service Area No. 4 for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.
3. The total financing requirement, including decreases and increases to obligated fund balance for fiscal year 2025-2026 for County Service Area No. 4 is as follows:

Fund 2810 County Service Area No. 4 \$1,744,431

4. Pursuant to California Government Code Section 29125, the Napa County Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

5. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing(s) for County Service Area No. 4 will be presented by the County Executive Officer to the Board of Supervisors for approval.

6. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for County Service Area No. 4 for fiscal year 2025-2026 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2025.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	\$ 158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-967

TO: Board of Supervisors
FROM: Christine Briceño, Chief Human Resources Officer
REPORT BY: Joy Cadiz, Staff Services Manager
SUBJECT: Agreement No. 250405B with Shaw HR Consulting

RECOMMENDATION

Approve and authorize Agreement No. 250405B with Shaw HR Consulting for the term of June 24, 2025, through June 30, 2026, with two additional one-year extensions to provide advisory medical record review, independent medical examinations, and/or reports, and disability interactive process professional services. (Fiscal Impact: \$80,000 annual expense; Fund dependent upon department usage; Budgeted; Discretionary)

BACKGROUND

The County has a periodic need for a vendor to provide independent medical record and examination services for employee injury and disability cases. As of June 30, 2024, the County has been without a vendor but a need for these services. The County is also required by CalPERS to perform reevaluations of industrial disability retirement cases which also require an independent medical exam and Shaw HR Consulting is able to provide these services in a timely manner.

Requested Action: Approve and authorize Agreement No. 250405B with Shaw HR Consulting for the term of June 24, 2025, through June 30, 2026 with two additional one-year extensions.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Individual County departments depending on usage.
Is it Mandatory or Discretionary?	Discretionary

Is the general fund affected?

No

Future fiscal impact:

Up to \$80,000 annually depending on services rendered.

Consequences if not approved:

The County will not have a vendor to provide independent medical exams required by law.

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. 250405B**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in Napa County, California, this 24th day of June 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Shaw HR Consulting, Inc., a California corporation whose address is 107 N. Reino Road, Suite 414, Newbury Park, CA 91320, hereinafter referred to as "Consultant."

RECITALS

- A. County wishes to obtain professional services, as authorized by Government Code section 31000, in order to provide advisory medical record review, independent medical examinations, and/or reports, and disability interactive process professional services.
- B. Consultant was selected to provide professional services without a competitive process due to specific timeframe limitations, the vendor's unique capacity is critical to providing the required service.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT**ARTICLE I – SCOPE OF SERVICES**

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

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

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

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2026 unless terminated earlier in accordance with this Article. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to

Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant at the unit prices set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of EIGHTY THOUSAND DOLLARS (\$80,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification.

5.1.1 The Consultant shall indemnify, defend, and hold harmless County, its elected and appointed officers, employees, agents, and volunteers (County Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees), including claims for personal injury or death arising out of Consultant's performance of this Agreement, subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of Consultant, its officers, directors, agents, independent contractors or employees. This indemnification obligation may be satisfied in full by Consultant obtaining and maintaining insurance in the type and amounts set forth herein.

5.1.2 The County shall indemnify, defend, and hold harmless Consultant, its officers, directors, employees, agents, and volunteers (Consultant Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees and costs), or claims: (i) for personal injury or death arising out of County's performance of this AGREEMENT, subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of County, its elected and appointed officers, agents, independent contractors or employees; (ii) arising out of any allegation that Consultant and/or Consultant Indemnitees were an employer, dual employer, or joint employer (for any purpose) of ORGANIZATION's personnel; (iii) alleging that CONTRACTOR aided, abetted, incited, compelled, or coerced any alleged discrimination, retaliation, and/or harassment of ORGANIZATION's personnel; and/or (iv) that CONTRACTOR was responsible for any alleged conduct prohibited under California Government Code section 12940 et seq.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY

Christine Briceno
1195 Third Street, Suite 110
Napa, CA 94559

CONSULTANT

Rachel Shaw
107 N. Reino Road, Suite 414
Newbury Park, CA 91320

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services,

or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

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

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

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

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

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

party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

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

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

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

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

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

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement

shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

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

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

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

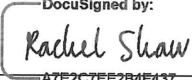
9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor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

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

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

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

SHAW HR CONSULTING, INC.

By  _____
ATE2C7EE2B4F437...
 RACHEL SHAW, President, Secretary,
 Chief Financial Officer

NAPA COUNTY, a political subdivision of
 the State of California

By _____
 ANNE COTTRELL, Chair of the Board of
 Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy Deputy County Counsel</p> <p>Date: May 19, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide advisory medical record review, independent medical examination, medical report, and disability interactive process professional services.

II. Schedule

Consultant shall complete the Scope of Services on an “as needed” basis.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Rachel Shaw: \$425.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

Senior Consultants: \$275.00 per hour for consulting services, investigations, and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

All other Staff: \$250.00 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-968

TO: Board of Supervisors
FROM: Christine Briceno, Chief Human Resources Officer
REPORT BY: Joy Cadiz, Staff Services Manager
SUBJECT: Resolution to Establish Retirement Cost Sharing Contributions for Napa Association of Public Employees and Napa Association of Probation Professionals

RECOMMENDATION

Adopt a Resolution to affirm the retirement cost sharing contributions for Napa Association of Public Employees and Napa Association of Probation Professionals, effective June 21, 2025, for Fiscal Year 2025-2026. (Fiscal Impact: \$25,000 expense reduction; General Fund; Budgeted; Discretionary)

BACKGROUND

Retirement rates are based on two factors: 1) the total employer rate, which fluctuates year-to-year and is based on the actuarial valuation report provided by CalPERS by retirement formula, and 2) the employee statutory rate determined by CalPERS and by retirement formula.

The legislature amended Government Code section 20516 of the Public Employees' Retirement Law to simplify the retirement cost sharing process. Beginning January 1, 2019, public agencies are no longer required to amend their contract with CalPERS to implement new cost sharing contributions.

A provision of the Napa Association of Public Employees (NAPE) Public Services Employee and Supervisory Units and the Napa County Probation Professionals Association (NCPA) Non-Supervisory and Supervisory Units Memoranda of Understanding dictate the formula for employees to cost share a portion of the contribution toward retirement each fiscal year. For the County to report the cost sharing contributions to CalPERS, signed Side Letter Agreements must be provided to CalPERS. Today's action will affirm the retirement cost sharing contributions for represented Napa County employees in NAPE and NCPA for Fiscal Year 2025-2026. There is no change to the cost sharing contribution for the Deputy Sheriff's Association units.

The miscellaneous members in the NAPE Public Service Employee and Supervisory Units through their

Memoranda of Understanding will participate in the following retirement cost sharing contributions effective June 21, 2025:

- PSE and PSE Supervisory employees in Retirement Tiers I and II (hired before October 29, 2011) with a 1.936% employee cost share. This is a rate reduction of 0.410% per the MOU.

The members in the NCPPA Units through their Memoranda of Understanding will participate in the following retirement cost sharing contributions effective June 21, 2025:

- NCPPA Non-Supervisory and Supervisory employees in Retirement Tier I and II (hired before October 29, 2011) with a 2.141% cost share. This is a rate reduction of 0.205% per the MOU.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The requested departmental budgets for Fiscal Year 2025-2026 include the employer's retirement costs for each employee. The rate reduction for NAPE Units is passed through to the employees through reduction of the cost share rate. The rate reduction for NCPPA Units is split evenly with the employees through rate reduction of both the employer rate and the employee cost share rate. The employer expense reduction related to this rate change is approximately \$25,000 annually.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The terms of the current labor agreements require the County to share any cost increases in retirement contributions.
Is the general fund affected?	Yes
Future fiscal impact:	Funding for the employer's portion of retirement costs is included in the departmental budget for Fiscal Year 2025-2026. Retirement contributions for future years will be made in accordance with employee labor agreements and policies based on the annual retirement contribution rates provided by CalPERS.
Consequences if not approved:	The County will not comply with previously approved agreements with CalPERS or the labor agreements with the employee bargaining units.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE RETIREMENT COST SHARING CONTRIBUTIONS FOR NAPA ASSOCIATION OF PUBLIC EMPLOYEES AND NAPA ASSOCIATION OF PROBATION PROFESSIONALS, EFFECTIVE JUNE 21, 2025.

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the California Public Employees' Retirement System by execution of contract; and

WHEREAS, Napa County reached agreement with the Napa Association of Public Employees that any decrease in the retirement contribution rates will reduce both the Public Services Employee and Public Services Employee Supervisory bargaining units cost share up to a maximum of 0.5%.

WHEREAS, Napa County reached agreement with the Napa County Probation Professionals Association that any decreases in the retirement contribution rates will be shared equally between the County and the Non-Supervisory and Supervisory bargaining units; and

WHEREAS, the miscellaneous members in the Public Services Employee and Public Services Employee Supervisory bargaining units through their Side Letters signed on June 4, 2025, shall participate in the following cost sharing pursuant to Government Code Section 20516 effective June 21, 2025:

Tier	Current	Change	New Total
Tier I	2.346%	-0.410%	1.936%
Tier II	2.346%	-0.410%	1.936%

WHEREAS, the miscellaneous members in the Napa County Probation Professionals Association Non-Supervisory and Supervisory bargaining units through their Side Letters signed on June 2, 2025, shall participate in the following cost sharing pursuant to Government Code Section 20516 effective June 21, 2025:

Tier	Current	Change	New Total
Tier I	2.346%	-0.205%	2.141%
Tier II	2.346%	-0.205%	2.141%

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves and adopts the cost sharing contributions for the employee groups set forth in these Recitals at the rates set forth in Exhibit A to this Resolution, to take effect on June 21, 2025.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
held on the 24th day of June 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman, Deputy</i></p> <p>Date: June 3, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A

Napa County Employee CalPERS Contribution Cost Sharing FY 2025-2026

Employee Group		First Level	Second Level	Third Level	PEPRA
Represented	Napa Association of Public Employees PSE Miscellaneous (% of change)	1.936% (-0.410%)	1.936% (-0.410%)	N/A	N/A
	Napa Association of Public Employees PSE Supervisory Miscellaneous (% of change)	1.936% (-0.410%)	1.936% (-0.410%)	N/A	N/A
	Napa County Probation Professionals Association Non-Supervisory Unit (% of change)	2.141% (-0.205%)	2.141% (-0.205%)	N/A	N/A
	Napa County Probation Professionals Association Supervisory Unit (% of change)	2.141% (-0.205%)	2.141% (-0.205%)	N/A	N/A



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1069

TO: Board of Supervisors
FROM: Christine Briceño, Chief Human Resources Officer
REPORT BY: Kevin Lemieux, Staff Services Manager
SUBJECT: Second Amendment to Professional Services Agreement with The Language People

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement 190090B with The Language People for a maximum annual amount of \$25,000 for the term effective July 1, 2024, through June 30, 2026, with an option to extend for five additional years through June 30, 2031, to provide language proficiency testing and face-to-face interpretation services. (Fiscal Impact: \$25,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The County has contracted with The Language People (TLP) since 2018 to provide Level One (oral proficiency only) and Level Two Certification (oral and written proficiency) of Spanish and Tagalog language fluency. TLP also provide Level One Certification (face-to-face proficiency only) of American Sign Language fluency, and face-to-face interpretation services on an as-needed basis for the County during community meetings, press conferences, and other events where the presence of a translator would be appropriate. With a continued and ongoing need for their services, the County is seeking approval of a second amendment to the Professional Services Agreement with TLP.

Under the proposed second contract amendment, Human Resources will continue to act as the proctor and coordinate all testing with TLP. The proposed amendment also includes the continuation of professionally certified face-to-face translation services for the County to use on an as-needed basis during, emergencies, community meetings, press conferences and other events where the presence of a translator would be appropriate.

If approved, this amendment includes an annual maximum increase for \$20,000 to \$25,000 to account for increased volume of testing, and updated prices from the vendor. The agreement is retroactively effective to July 1, 2024, to allow the County to make payment on invoices received as part of a reconciliation process with the vendor. In Fiscal Year 2025-2026 the County also plans to add Berlitz Language Center as an additional resource for language proficiency testing.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	It is necessary for the County to continue the agreement with a vendor that can provide bilingual verification of employees in the languages most used by the community. It is also critical to have translation services readily available in situations where the County needs to share a message with the entire community in multiple languages.
Is the general fund affected?	Yes
Future fiscal impact:	The proposed contract amendment is budgeted at \$25,000 annually, with auto-renewal options for future fiscal years at the same amount.
Consequences if not approved:	If the proposed contract amendment is not approved, the County will be without a vendor to certify that employees are fluent in languages spoken by the community, as detailed in the applicable Memorandum of Understanding and County Policy Manual. The County would also be without on-call translation services during emergency situations. The Language People is the only provider Human Resources has identified that provides each of these critical services.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 153798 (State CEQA Guidelines) and therefore CEQA is not applicable.

**SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 190090B-23
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT is made and entered into on June 24, 2025, to be effective on the 1st day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Language People, Inc., a California corporation, whose mailing address is PO Box 158, Hunters WA, 99137, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 10, 2018, COUNTY engaged CONTRACTOR in Agreement No. 190090B-23 to provide specialty translation services to the county; and

WHEREAS, COUNTY and CONTRACTOR wish to amend Agreement No. 190090B-23 to extend the term of the Agreement, increase the maximum compensation, and update rates in Exhibit B.

NOW, THEREFORE, COUNTY wishes to amend the Agreement as follows:

1. Effective July 1, 2024, Paragraph 1 of the Agreement titled Term of the Agreement shall now read in full :

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 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 fiscal year, under the terms and conditions then in effect, not to exceed five (5) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Effective July 1, 2024, Paragraph 3(c) of the Agreement Titled Compensation shall now read as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of twenty-five thousand dollars (\$25,000) for professional services per fiscal year; provided, however, that

such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. All other terms and conditions of Agreement No. 190090B-23 shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Agreement 190090B-23 was executed by the parties hereto as of the date first above written.

LANGUAGE PEOPLE, INC.

By *Lisa Wrench*
Lisa Wrench (May 21, 2025 07:52 PDT)
 LISA WRENCH
 CHIEF EXECUTIVE OFFICER

By *Veda Swank*
Veda Swank (May 21, 2025 07:50 PDT)
 VEDA SWANK
 DIRECTOR OF OPERATIONS

"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: Susan B. Altman, Deputy County Counsel Date: May 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 “B”

COMPENSATION AND EXPENSE REIMBURSEMENT (Services Rendered Before 5/1/2025)

Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level One)

- \$5.00 administration fee per phone or video call
- \$3.00 per minute over the phone call (20 minute minimum)
- \$4.00 per minute via videoconference or webcam (20 minute minimum)
- \$144-200 per candidate on-site evaluation

Written Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level Two)

- \$65 per candidate and language (Tagalog and Spanish Only)

American Sign Language (ASL) Verification Testing Rates (COUNTY Level One)

- \$2.99 per minute via videoconference or webcam (10 minute minimum)
- \$85 per hour per candidate on-site evaluation (two hour minimum)

Face-to-Face Interpretation Rates (Per Interpreter)

- | | |
|--------------------------------------------------|---------------------------------------|
| • 1 hour spoken language interpreting (Common): | \$72.00* |
| • 1 hour spoken language interpreting (Rare): | \$82.00** |
| • 1 hour ASL interpreting*: | \$85.00* |
| • Cancellation Charge (less than 24 hour notice) | Full Charge for Scheduled Appointment |
| • Unscheduled appt. (Less than 24 hour notice) | \$25.00 per hour additional* |
| • Weekend or After Business Hours | \$25.00 per hour additional* |

*Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.

**Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates shall be provided at the time interpreter is scheduled.

Mileage Reimbursement

- Mileage shall be charged for total miles at current Internal Revenue Service (IRS) published rate for travel to and from the appointment site.

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

(Services Rendered AFTER 5/1/2025)

Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level One)

- \$5.00 administration fee per individual tested
- \$3.00 per minute over the phone call (20 minute minimum)
- \$144-200 per candidate on-site evaluation

Written Bilingual Verification Testing Rates for Tagalog/Spanish (COUNTY Level Two)

- \$80 per candidate and language (Tagalog and Spanish Only)

American Sign Language (ASL) Verification Testing Rates (COUNTY Level One)

- \$140 per hour on-site evaluation (two hour minimum)

Face-to-Face Interpretation Rates (Per Interpreter)

- | | |
|----------------------------------------------------------|---------------------------------------|
| • 1 hour spoken language interpreting (Common): | \$120.00* |
| • 1 hour spoken language interpreting (Rare): | \$130.00** |
| • 1 hour ASL interpreting*: | \$140.00* |
| • Cancellation Charge (less than 24 hour notice) | Full Charge for Scheduled Appointment |
| • Unscheduled appt. (Less than 24 hour notice) | \$35.00 per hour additional |
| • Weekend/Holiday or After Business Hours (M-F 8AM-5PM) | \$35.00 per hour additional |

*Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.

**Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates shall be provided at the time interpreter is scheduled.

Mileage Reimbursement

- Mileage shall be charged for total miles at current Internal Revenue Service (IRS) published rate for travel to and from the appointment site.



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: 6/24/2025

File ID #: 25-1094

TO: Board of Supervisors
FROM: Christine Briceño, Chief Human Resources Officer
REPORT BY: Joy Cadiz, Staff Services Manager
SUBJECT: Resolution Amending the Table and Index of Classes and Appropriate Personnel Policies

RECOMMENDATION

Adopt a Resolution to amend the Table & Index of Classes and appropriate personnel policies effective June 24, 2025. (Fiscal Impact: \$76,000 annual savings; General Fund; Budgeted; Discretionary)

BACKGROUND

Since the 2023-2024 Fiscal Year, the County Fire Department has expanded its capacity to offer comprehensive fire prevention administration throughout the County's unincorporated areas. This expansion was supported by increased grant funding and dedicated County staff. While grant funding was awarded and the project was initiated, the funds have been canceled. Napa County must reorganize the administration of its Fire Department. Operationally, Napa County CEO's Office and CalFIRE will continue to work closely together, and the Napa County Fire Administrator will become a Division of the County Executive Office, versus being a standalone department. The Fire Administrator position is currently vacant, and the job classification, salary, and management group are being updated to better reflect the new reporting relationship.

Requested Action:

1. Adopt a Resolution to amend the Table and Index of Classes to update the Fire Administrator classification and appropriate personnel policies, effective June 24, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	1100000
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:

This action implements the necessary reorganization of the County Fire Department.

Is the general fund affected?

No

Future fiscal impact:

The decreased annualized cost of salary and benefits is approximately \$76,000 and will be budgeted for accordingly.

Consequences if not approved:

The Fire Administrator classification will not be in the appropriate management group or properly compensated based on the reorganization.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE JUNE 24, 2025

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, section 2.100.270 of the Napa County Code provides that the “Table and Index” may be amended from time to time by resolution of the Board of Supervisors; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes and appropriate personnel policies be implemented as set forth in Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED, that effective June 24, 2025, the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes and appropriate personnel policies, as set forth in Exhibit “A.”

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
 held on the 24th day of June 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
 the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: May 30, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective July 5, 2025:

1. Amend the Table and Index of Classes as follows:
 - a. Delete: Fire Administrator (CNCA 354)
\$95.10 - \$115.43 approximate hourly salary*
 - b. Add: Fire Administrator (CNCO 348)
\$70.96 - \$86.09 approximate hourly salary*
2. Amend Part I: Section 37C-2 of the Napa County Policy Manual, Management Compensation Plan – Non-Classified, by deleting Fire Administrator from the list of classes in Attachment 1, Part A and Part B.
3. Amend Part I: Section 37C-3 of the Napa County Policy Manual, Management Compensation Plan – Non-Classified (Other), by adding Fire Administrator to the list of classes in Attachment 1, Part A, Section 2.

*Rate does not include the 3.5% COLA effective 6/21/25



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: 6/24/2025

File ID #: 25-1111

TO: Board of Supervisors
FROM: Christine Briceño, Chief Human Resources Officer
REPORT BY: Joy Cadiz, Staff Services Manager
SUBJECT: Adopt a Resolution Implementing a Cost-of-Living Adjustment for All Bargaining Units

RECOMMENDATION

Adopt a Resolution to implement the Fiscal Year 2025-2026 cost-of-living adjustments. (Fiscal Impact: \$6,445,000 Expense; All Operating Funds; Budgeted; Discretionary)

BACKGROUND

The requested 3% cost-of-living adjustment (COLA) effective July 5, 2025, the first full pay period in July, is consistent with the Memoranda of Understanding previously approved by the Board for the Deputy Sheriff's Association Law Enforcement and Law Enforcement Supervisory Bargaining Units, and Napa County Probation Professionals Association Probation and Probation Supervisory Units. The COLA amounts to approximately \$495,000 for Deputy Sheriff's Association employees and \$300,000 for Napa County Probation Professionals Association.

The requested 3.5% COLA effective June 21, 2025, the first pay period of the new fiscal year, is consistent with the Memoranda of Understanding previously approved by the Board for the Napa Association of Public Employees Public Services Employee and Public Services Employee Supervisory Units. The COLA amounts to approximately \$4.15 million for the Napa Association of Public Employees and approximately \$1.5 million for management and confidential employees.

Requested Action:

1. Adopt a Resolution implementing a 3% cost-of-living adjustment for members of the Law Enforcement, Law Enforcement Supervisory, Probation, and Probation Supervisory bargaining units, effective July 5, 2025, and a 3.5% cost-of-living adjustment for members of the Public Service Employee and Public Service Employee

Supervisory bargaining units, and management and confidential employees, effective June 21, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The requested departmental budgets for Fiscal Year 2025-2026 include salary and benefits adjustments for personnel.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The terms of the labor agreements and policies require the County to pay a cost-of-living adjustment.
Is the general fund affected?	Yes
Future fiscal impact:	Funding for the appropriate costs are included in the departmental budget for Fiscal Year 2025-2026.
Consequences if not approved:	If the requested action is not approved, the County will not comply previously approved labor agreements with the employee organizations.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, APPROVING A 3% COST OF LIVING ADJUSTMENT FOR
MEMBERS OF THE LAW ENFORCEMENT, LAW ENFORCEMENT SUPERVISORY,
PROBATION, AND PROBATION SUPERVISORY BARGAINING UNITS EFFECTIVE
JULY 5, 2025, AND A 3.5% COST OF LIVING ADJUSTMENT FOR MEMBERS OF
THE PUBLIC SERVICE EMPLOYEE AND PUBLIC SERVICE EMPLOYEE
SUPERVISORY BARGAINING UNITS, AND MANAGEMENT AND CONFIDENTIAL
EMPLOYEES, EFFECTIVE JUNE 21, 2025**

WHEREAS, Government Code Section 23500 provides in relevant part that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of County employees, and that such action may be taken by ordinance or resolution; and

WHEREAS, the currently governing Memorandums of Understanding (MOUs) between Napa County and the Deputy Sheriffs' Association (DSA) Law Enforcement and DSA Law Enforcement Supervisory Units provide for a 3% cost of living salary adjustment (COLA) for unit members, effective the first full pay period in July 2025; and

WHEREAS, the currently governing MOUs between County and the Napa County Probation Professionals Association (NCPA) Probation and NCPA Probation Supervisory Units provide for a 3% COLA for unit members, except those unit members whose salaries have been Y-rated, effective the first full pay period in July 2025; and

WHEREAS, the first full pay period in July 2025 begins on July 5, 2025; and

WHEREAS, the governing MOUs between Napa County and the Napa Association of Public Employees, Service Employees International Union, Local 1021's Public Service Employee (PSE) and PSE Supervisory Units provide for a 3.5% COLA for unit members, effective the first pay period in Fiscal Year 2025-2026; and

WHEREAS, the Napa County Policy Manual Management Compensation Plans state that management and confidential employees receive the same salary adjustments as the PSE unit members, and therefore must also receive a 3.5% COLA, effective the first pay period in Fiscal Year 2025-2026; and

WHEREAS, the first pay period in Fiscal Year 2025-2026 begins on June 21, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby approves, effective July 5, 2025, a 3% COLA for members of the DSA Law Enforcement and Law Enforcement Supervisory bargaining units and NCPA Probation and NCPA Probation Supervisory bargaining units whose salaries have not been Y-rated.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Napa County Board of Supervisors hereby approves, effective June 21, 2025, a 3.5% COLA for PSE and PSE Supervisory bargaining units and Management and Confidential employee classifications.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of said Board held on the 24th day of June 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman, Deputy</i></p> <p>Date: June 3, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: Neha Hoskins Deputy Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1095

TO: Members of the Governing Board
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: IHSS Public Authority of Napa County 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the In-Home Supportive Services (IHSS) Public Authority of Napa County. (Fiscal Impact: \$72,708 General Fund Expense, \$72,849 Net Add to In-Home Supportive Services Public Authority Fund Balance; Discretionary)

BACKGROUND

The Governing Board of the IHSS Public Authority of Napa County opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, IHSS Public Authority of Napa County will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

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

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,
STATE OF CALIFORNIA, AS GOVERNING BOARD OF THE NAPA
COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY,
ADOPTING THE RECOMMENDED BUDGET FOR THE PUBLIC
AUTHORITY FOR FISCAL YEAR 2025-2026**

WHEREAS, the Napa County In-Home Supportive Services Public Authority (hereafter “Authority”) was created by ordinance as authorized by Welfare and Institutions Code section 12301.6; and

WHEREAS, that ordinance provides in relevant part that the Authority is required to adopt its budget under the same laws, rules, and policies that control the budget process for Napa County; and

WHEREAS, the recommended budget of the Authority for fiscal year 2025-2026 was prepared, made available for distribution, and distributed on or about May 30, 2025, according to law; and

WHEREAS, notice of the availability of the budget and the date of the hearing on the budget was published on May 29, 2025, pursuant to Government Code Section 29080; and

WHEREAS, hearings were held by the Governing Board of the Authority, at the time and place designated in the published notice, to consider and discuss items of the recommended budget; and

WHEREAS, no requests or applications are on file with the Governing Board requesting further hearings, and the Governing Board has declared the hearings concluded; and

WHEREAS, it is now the time to adopt the recommended budget for the Authority for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the In-Home Supportive Services Public Authority of Napa County, State of California, as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. The recommended budget, including any changes adopted by the Governing Board during the budget hearings, is hereby adopted as the budget of the Authority for fiscal year 2025-2026, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail such approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 is as follows:

Fund 2700	Napa County In-Home Supportive Public Authority	\$1,721,510
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4. Pursuant to California Government Code section 29125, the Napa County Executive Officer is authorized to approve transfers and revisions of appropriations as detailed in Napa County Policy for Budgetary Control, and that the following internal service charges shall be controlled by line item:

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

5. Any capital asset(s) not authorized by the Authority during the budget hearing process will, prior to acquisition, be presented to the Governing Board by the Executive Director of the Authority for approval.


6. Pursuant to California Government Code section 29093, a copy of the adopted budget for fiscal year 2025-2026 shall be filed with the Secretary of the Authority and with the State Controller by the Authority's Auditor as required by law.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board
 held on the 24th day of June 2025 by the following vote:

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

 ANNE COTTRELL, Chair of the
 Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	\$ 158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	\$ 2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	\$ 2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	\$ 4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-741

TO: Board of Supervisors
FROM: Greg Bown, Interim Chief Technology Officer - Information Technology Services
REPORT BY: Elena Guzmán, Staff Services Analyst II
SUBJECT: Amendment No. 1 to Agreement No. 230081B with GovernmentJobs.com, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230081B with GovernmentJobs.com, Inc. (dba NEOGOV, parent company of PowerDMS, Inc.) reducing the annual cost from \$14,000 to \$8,500 for the term of July 1, 2025, through October 17, 2027, for PowerDMS training software. (Fiscal Impact: \$5,500 annual savings; Probation Fund; Budgeted; Discretionary)

BACKGROUND

The Probation department is required to provide mandatory training to all sworn officers. The requirement is 40 hours annually for Probation Officers and 24 hours for Juvenile Hall Counselors. In addition, new hires or promotions to a Manager, Supervisor, Probation Officer, and Juvenile Hall Counselor are required to attend additional training.

NeoGov PowerDMS management software offers a cloud-based compliance and training solution that combines document management, training management, and accreditation management. The software is a system that allows the department to create, assign, track, manage initial and ongoing training courses, and manage compliance for State reporting. It is a comprehensive training and tracking system tool Probation uses for managing staff's training activities.

With NeoGov's PowerDMS management software, the department can ensure a streamlined audit and compliance by the storing and managing of training data in a centralized and secure web-based software platform. PowerDMS helps eliminate paper files and/or spreadsheets and reduces time to track training information, creating efficiencies. Training course material is housed centrally allowing for ease of access and allows set up for various user groups to easily assign, schedule and track training for specific groups. The system also allows for increased employee accountability. Dashboards and data visualization tools deliver real

time visibility into the department's training performance.

County and GovernmentJobs.com, Inc. (d/b/a NEOGOV, parent company of PowerDMS, Inc.) entered into Agreement No. 230081B effective October 18, 2022 for such services at an amount not to exceed \$14,000 per fiscal year. Agreement No. 230081B is set to expire and the proposed amendment would extend it through October 17, 2027 at a rate of \$8,500 per fiscal year.

Requested Action:

Approve Amendment No. 1 to Agreement No. 230081B with GovernmentJobs.com, Inc., (d/b/a NEOGOV, parent company of PowerDMS, Inc.) for \$8,500 annually for the term of July 1, 2025, through October 17, 2027, for the continued subscription of PowerDMS training software.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The funds for the training software are included in the Probation budget, subdivision 14200-00
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The continuation of PowerDMS training software enables the Probation department to effectively track and document training for all staff.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, there will not be an efficient and effective way to manage training for the Probation department.

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. 1 TO
NAPA COUNTY AGREEMENT NO. 230081B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 230081B is made and entered into as of this 1st of July, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Governmentjobs.com, Inc. (d/b/a NEOGOV, parent company of PowerDMS, Inc.) a California corporation, whose mailing address is 2120 Park Place, Suite 100, El Segundo, California 90245, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230081B on October 18th 2022 ("Agreement") in order to provide cloud-based software as a service (SaaS) platform that combines document management, training management and accreditation management; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term date of the Agreement, add Exhibit "A-1" to establish the scope of work during the extension period, add Exhibit "B-1" to establish the compensation during the extension period, add Exhibit "D-1" to establish the cost breakdown during the extension period, and add Exhibit "E-1" to establish the services agreement effective during the extension period;

TERMS

NOW, THEREFORE, the Parties hereby amend the Agreement in accordance with the terms and conditions set forth herein:

- 1) Exhibits "A-1" Scope of Work, "B-1" Compensation Reimbursement, "D-1" Service Order, and "E-1" NEOGOV Services Agreement are attached hereto and incorporated by reference herein.
- 2) Paragraph 1 Term of the Agreement is amended to read in full as follows:
 1. **Term of the Agreement.** The term of this agreement shall commence on October 18, 2022 and shall expire on October 17, 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 2 Scope of Services is amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibits "A" and "D", attached to the original Agreement and incorporated by reference herein, from October 18, 2022 through October 17, 2025 and those services set forth in Exhibits "A-1" and "D-1", attached hereto, incorporated by reference herein, from October 18, 2025 onward.

- 4) Subsections (a) and (c) of Paragraph 3 Compensation is amended to read as follows:

3. **Compensation**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work set forth in Exhibits "A" and "D", COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached to the original Agreement and incorporated herein. In consideration of CONTRACTOR's fulfillment of the promised work set forth in Exhibits "A-1" and "D-1", COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1", attached hereto, incorporated by reference herein.

...
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this agreement shall be a total of FIFTY THOUSAND FIVE HUNDRED DOLLARS (\$50,500) for professional services; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

- 5) Paragraph 27 Entirety of Contract is amended to read as follows:

27. **Entirety of Contract.** 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. The NEOGOV Services Agreement included as Exhibit "E" effective October 18, 2022 through October 17, 2025 and as Exhibit "E-1" effective October 18, 2025 onward, below, has been included and incorporated herein and shall take precedence in the event of a conflict between the terms of the Services Agreement and this Agreement, except to the extent that such terms conflict with COUNTY's legal obligations as a public agency.


- 6) Except as otherwise provided herein, all other terms and conditions of Agreement No. 230081B shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

NEOGOV LEGAL
KS
4:39 pm, Jun 13 2025

GovernmentJobs.com, Inc. (d/b/a NEOGOV)

By 
2085ADAA8C9D453...
Amy Prins, Renewal Sr. Manager

By 
DocuSigned by:
B33C185B680A454...
Sandy Miranda, Chief Customer Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of
Supervisors “COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <i>Ryan FitzGerald</i> (e-sign) Deputy County Counsel Date: May 27, 2025 PL No. 131680	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-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services beginning on October 18, 2025:

I. DESCRIPTION OF SERVICES

PowerReady (formerly PowerFTO) Subscription

The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing Software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.

EXHIBIT “B-1”

COMPENSATION REIMBURSEMENT

DESCRIPTION	TYPE	TERM	TOTALS
Compensation Maximum Under Original Agreement No. 230081B		10/18/22 – 10/17/25 \$14,000/FY	\$42,000.00
PowerReady (formerly Power FTO) Subscription The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing Software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.	Recurring	10/18/25 – 10/17/27	\$8,500.00
Compensation Maximum Under Agreement No. 230081B as amended by Amendment No. 1 Grand Total			\$50,500.00

Exhibit "D-1"



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records

Account Number: A-29542
Customer: Napa County - Probation (CA)
Effective Employee Count: 91
Sales Rep: Salesforce Administrator

Order Details

Order #: Q-372052
Valid Until: 10/18/2025

Customer Contact

Billing Contact: Napa County - Probation (CA)
Ferlyn Buenafe
Billing Address: 212 Walnut Street
Napa, CA 94559
Billing Contact Email: ferlyn.buenafe@countyofnapa.org
Billing Phone: 707-253-4126

Shipping Contact : Napa County - Probation (CA)
Ferlyn Buenafe
Shipping Address: 212 Walnut Street
Napa, CA 94559
Shipping Contact Email: ferlyn.buenafe@countyofnapa.org
Shipping Phone: 707-253-4126

Payment Terms

Payment Term: Net 60
PO Number:

Notes: 2 year billed annually

Subscription Service

October 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerReady (formerly PowerFTO) Subscription	Recurring	10/18/2025	10/17/2026	129	Employee Based	\$3,606.84
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes: Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
October 2025 TOTAL:						\$3,606.84

October 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerReady (formerly PowerFTO) Subscription	Recurring	10/18/2026	10/17/2027	129	Employee Based	\$3,810.04
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes: Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
October 2026 TOTAL:						\$3,810.04
Total:						\$7,416.88

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Exhibit "E-1"**SERVICES AGREEMENT**

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuhit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any



other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer



exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV,

(b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
- c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. **Term and Termination.**

- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

- 7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. **Maintenance; Modifications; Support Services.**

- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.



- b) Program Documentation: Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property Rights.
- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
 - b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.
10. Data Processing and Privacy.
- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.



- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.
- d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
- f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.



11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
 - a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
 - d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. Representations, Warranties, and Disclaimers.
 - a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
 - b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
 - c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.



- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification,



instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.



18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Napa, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to



payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

- c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
<p>Entity Name:</p> <p>Signature: _____</p> <p>Print Name:</p> <p>Date:</p>	<p>Signature: _____</p> <p>Print Name:</p> <p>Date:</p>



Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.



Exhibit B Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.



6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-778

TO: Board of Supervisors
FROM: Greg Bown - Interim Chief Technology Officer, Information Technology Services
REPORT BY: Suzanne Fowler - Staff Serviced Analyst
SUBJECT: Agreement with AMS.NET for technical support services

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230035B with AMS.NET, Inc. to extend the term for an additional three years through June 30, 2028 and increase the contract amount from \$50,000 to \$70,000 for continued utilization of specific infrastructure and telephony related projects and system maintenance and support services. (Fiscal Impact: \$20,000 Expense, Information Technology Services Fund; Budgeted; Discretionary)

BACKGROUND

The County's Cisco Voice Over Internet Protocol (VoIP) telephone system has over 1,600 devices processing an average of 15,000 calls per business day. It has become a critical communications system in certain departments operating 24-hours a day / 7 days a week.

On August 15, 2017, the Board of Supervisors approved Agreement No. 180085B for a total of \$75,460 with AMS.NET for custom configuration, purchase of equipment, installation, and training services needed to upgrade the County's VoIP telephone system. The Network Operations and Telephony subdivisions of ITS worked with AMS.NET to complete the VoIP system upgrade. This agreement expired on June 30, 2018.

On October 1, 2017, the Board of Supervisors approved Agreement No. 180141B for a total of \$35,000 with AMS.NET to provide the County with professional technical support and maintenance for the VoIP system and core network infrastructure. Due to the highly technical nature of the VoIP system, the Telephony staff occasionally needed assistance from AMS.NET with troubleshooting, repairs, and reconfigurations. This agreement expired June 30, 2021.

On September 25, 2018, the Board of Supervisors approved Agreement No. 190127B for a total of \$13,800 with AMS.NET for security camera integration services related to the Sheriff's Facility Security Camera Project, PW17-17. This project allowed for the integration of the security camera equipment's management software into the County's system, the migration of existing Milestone Enterprise's servers, the building of a new server, and the addition of existing Enterprise cameras to the new server. This agreement expired on June 30, 2019.

On April 21, 2020, the Board of Supervisors approved Amendment No. 1 to Agreement 180141B with AMS.NET for a new maximum of \$138,258 for additional technical support and the purchase of software licenses/subscriptions. This included the upgrade to the latest software versions of the Cisco Unified Communications (VoIP Network) for ITS Communications. The upgrade allowed for fixes to known network bugs/errors, support new features, more analytical tools for effective administration, expanded features for mass internal notifications to County employees, and the expansion of the Health and Human Services Administration's operations call center. Additionally, the ITS Network Operations team upgraded their Border Gateway Protocol (BGP). The County utilized BGP segmentation to manage the intricate traffic patterns created between the County's Network and the Internet. This agreement expired on June 30, 2022.

On June 21, 2022, the Board of Supervisors approved Agreement No. 230035B with AMS.NET for the term July 1, 2022, through June 30, 2025, for continued VoIP telephone systems technical support services. This agreement allowed ITS to continue to utilize AMS.NET on an as-needed basis for maintenance and technical support covering both software and hardware vital to the County's phone system.

AMS.NET was selected to implement the original VoIP system in 2003, 2017, and again in 2022. They have extensive knowledge of the County's VoIP system and network infrastructure.

Requested action is for the approval of Amendment No. 1 to Agreement No. 230035B with AMS.NET for continued utilization of AMS.NET for specific infrastructure and telephony related projects, as well as continue to utilize them on an as-needed basis for system maintenance and support services, and extending the term through June 30, 2028, increasing the contact amount by \$20,000 from \$50,000 to a new maximum of \$70,000.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Approval of this amendment will allow Napa County ITS to continue to utilize AMS.NET for specific infrastructure and telephony related projects, as well as continue to utilize them on an as-needed basis for system maintenance and support services.
Is the general fund affected?	No
Future fiscal impact:	VoIP technical support services are an ongoing expense, currently budgeted and will continue to be budgeted in the Telephony subdivision of ITS.
Consequences if not approved:	AMS.NET supports the County's ITS staff during complex configurations and troubleshooting in a timely manner. If not approved, ITS staff will not have the needed support which could result in extended periods of disruption for the County's phone system for both internal and external communications.

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. 230035B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230035B is made and entered into as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and AMS.NET, Inc., a Delaware corporation, whose business address is 502 Commerce Way, Livermore, CA 94551, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS COUNTY and CONTRACTOR engaged in Napa County Agreement No. 230035B on July 1, 2022, to obtain specialized services, as authorized by Government Code section 31000, to provide professional technical support; and

WHEREAS COUNTY and CONTRACTOR now desire to extend the Agreement’s term by three (3) years and to increase the maximum compensation by \$20,000 from \$50,000 to \$70,000;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 1 Term of the Agreement is amended in full to read as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2022 and shall expire on June 30, 2028 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 are 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. Subsections (a) and (c) of Paragraph 3 Compensation are amended to read as follows:
3. **Compensation.**
 - (a) **Rates.** In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.

(c) Maximum Amount. Notwithstanding subparagraph (a), the maximum payments under this Agreement shall be a total of SEVENTY THOUSAND dollars (\$70,000) 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.

3. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect as originally approved.

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

AMS.NET, Inc.

DocuSigned by:
By Robert Tocci
CE3CCF629E7B436
ROBERT TOCCI, Vice President

Signed by:
By Diana Monaghan
3232E6663BAC45D...
DIANA MONAGHAN, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>May 15, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “B-1”

COMPENSATION

Item Description	Total
Professional Services - Support Hours	Not to
\$250/hr. Standard Rate	exceed
\$375/hr. After Hours/Weekend Rate	\$70,000.00
TOTAL NOT TO EXCEED:	\$70,000.00



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: 6/24/2025

File ID #: 25-876

TO: Board of Supervisors
FROM: Greg Bown, Interim Chief Technology Officer - Information Technology Services
REPORT BY: Elena Guzmán, Staff Services Analyst II
SUBJECT: Amendment No. 3 to Agreement No. 210093B with Granicus, LLC.

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 210093B with Granicus, LLC., increasing the contract maximum from \$415,968 to \$765,678 and extending the term through June 30, 2028, to provide ongoing agenda system services, adding new solutions and discontinuing others. (Fiscal impact: \$349,709 Expense; Information Technology Services Fund; Budgeted; Discretionary)

BACKGROUND

Napa County originally entered into an agreement with Granicus, Inc. on June 1, 2007, to provide training, installation, configuration and ongoing system maintenance for software, video and data storage services that allow residents to watch Board of Supervisors, Board of Equalization, Napa County Housing Authority and various other district meetings online, live and archived, through the County's website. The original agreement was amended six times to add streaming of the Planning Commission meetings, LAFCO meetings, for development of the County's Granicus webpage, add the Granicus Encoding Appliance and Word Add-In, and extend the term for ongoing system maintenance.

On September 1, 2020, the Board of Supervisors approved Agreement No. 210093B as a renewal of the original agreement at a cost of \$313,046 and a term ending June 30, 2023.

On March 28, 2023, the Board of Supervisors approved Amendment No. 1 to Agreement No. 210093B with Granicus, LLC. to increase the contract by \$10,000 for a new total of \$323,046, with an amendment term through March 28, 2024, to provide consulting services for Legistar project management and deployment

services.

On September 12, 2023, the Board of Supervisors approved Amendment No. 2 to Agreement No. 210093B with Granicus, LLC. to increase the contract by \$92,922 for a new total of \$415,968 and an amended term through June 30, 2024 to provide an additional year of system management of the Granicus internet broadcasting of public meetings while discontinuing the VoteCast Standard Package and eComment services.

Currently, a system upgrade is necessary for it to operate more efficiently. As part of the upgrade, Granicus, LLC., combined services and integrated technology to improve efficiency. Accordingly, certain services the County previously subscribed to are now included in the main suite subscription.

Amendment No. 3 is for the continuation of agenda system services, adding new services, and discontinuing subscriptions for other services which are now included in the main suite.

Requested Action:

Approval and authorization of Amendment No. 3 with Granicus, LLC. for the continuation of agenda system through June 30, 2028, with a new contract maximum of \$765,678.

FISCAL IMPACT

Is there a Fiscal Impact?

Yes

Is it currently budgeted?

Yes

Where is it budgeted?

Information Technology Services

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

This technology allows residents to watch the Board of Supervisors', the Board of Equalization, Napa County Housing Authority, and various other district meetings online, live and archived through the County's website. It provides public information, government transparency, and improved services to residents. All meeting videos contain relevant supporting documentation, such as meeting agendas and minutes, allowing the public to stay well-informed on the decisions affecting their community.

Is the general fund affected?

No

Future fiscal impact:

Ongoing costs will be included in the ITS Cost Allocation.

Consequences if not approved:

If not approved, ITS will not have the upgraded version to keep the system running smoothly and efficiently.

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. 210093B
AMENDMENT NO. 3**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 210093B is made and entered into as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and GRANICUS, LLC, a Minnesota Limited Liability Company, whose mailing address is 408 St. Peter Street, Suite 600, Saint Paul, MN, 55102, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on September 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210093B ("Agreement") to provide equipment, training, setup and configuration for Boards and Commission's module, new agenda system, eComment and closed captioning services; and

WHEREAS, on March 28, 2023, COUNTY and CONTRACTOR agreed to amend the Agreement to include an additional Statement of Work for as needed consulting services including advanced training, template creation and report development associated with the Legistar solution ("First Amendment"); and

WHEREAS, COUNTY and CONTRACTOR agreed to extend most of the agenda system services provided under the Agreement through Fiscal Year 2023/24 while discontinuing the VoteCast Standard Package and eComment services; and

WHEREAS, on July 1, 2023, COUNTY and CONTRACTOR agreed to amend the Agreement to extend most of the agenda system services provided under the Agreement while discontinuing the VoteCast Standard Package and eComment services. The extension with the reduced scope increased the not-to-exceed amount by \$92,922 resulting in a revised maximum amount of \$415,968, extended the Contract End Date from March 2, 2024 to June 30, 2024, and included a one (1) year auto-renewal provision ("Second Amendment"); and

WHEREAS, COUNTY and CONTRACTOR now agree to amend the Agreement a third time ("Third Amendment") to add a new Order, as the term is defined in Section 1 of the Agreement, set forth as Exhibit "A-2" to this Third Amendment.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2.1, **Statement of Work** (formerly "Ordering Granicus Products and Services"), is amended to read in full as follows:
Statement of Work. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally

include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW. Exhibits A and A-1, attached to the Agreement and its First Amendment, respectively, list the Granicus Products and Services that Customer previously purchased under this Agreement and which shall expire no later than June 30, 2025. Exhibit A-2, attached hereto and incorporated by this reference, lists the Granicus Products and Services that Customer is purchasing under the terms of this Agreement as amended by this Third Amendment and which shall commence on July 1, 2025.

2. Paragraph 4.1, **Fees**, is amended to read in full as follows:

Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

Notwithstanding the foregoing, the maximum payments under this Agreement shall be SEVEN HUNDRED FIFTY FIVE THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS (\$755,678) for Granicus Products and Services provided pursuant to Exhibits A and A-2 and the maximum payments under this Agreement shall be TEN THOUSAND DOLLARS (\$10,000) for professional services provided pursuant to Exhibit A-1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon Granicus Products and Services actually provided and charges incurred by Customer pursuant to the terms of this Agreement.

3. Paragraph 7.1, **Agreement Term**, is amended to read in full as follows:

Agreement Term. The Agreement Term shall begin on September 1, 2020 and continue through the latest date of the order Term of each order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify and Order Term for the Granicus Products or Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within Each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services identified in said Order will automatically renew at the end of each term for an Extension Term of one (1) year.

4. Except as provided above, the terms and conditions of the Agreement and its First and Second Amendments shall remain in full force as originally approved.

[Remainder of page intentionally left blank]

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

GRANICUS

DocuSigned by:
By Kimberly Rosenberger
8A340286FD5949F...

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> County Counsel</p> <p>Date: <u>May 16, 2025</u></p> <p>PL No.: <u>131785</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**Exhibit A-2**

Order Form
Napa County CA

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Government Transparency Suite	0 Each	\$11,471.22
Meeting Efficiency Suite	0 Each	\$11,471.22
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	0 Each	\$3,448.58
Open Platform Suite	0 Each	\$0.00
Granicus Encoding Appliance Software (GT)	0 Each	\$1,638.75
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	0 Each	\$3,728.16
SUBTOTAL:		\$31,757.93

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).



Order Form
Napa County CA

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Operations Cloud - Self-Managed Video	Annual	1 Each	\$25,750.00
Upgrade to 1080p Streaming	Annual	1 Each	\$5,247.00
Experience Services Credit Accelerator	Annual	75 Each	\$3,937.50
SUBTOTAL:			\$34,934.50

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Template - Sectioned View Page	Quarterly	1 Each	\$703.01
Legistar	Quarterly	1 Each	\$17,296.17
Send Agenda (Legistar)	Quarterly	1 Each	\$0.00
Template - Sectioned View Page	Quarterly	1 Each	\$522.76
Template - Agenda or Minutes - HTML	Quarterly	1 Each	\$450.66
Boards and Commissions	Quarterly	1 Each	\$16,044.69
Recurring Captioning Services	Quarterly	215 Hours	\$37,373.45
govDelivery for Integrations	Quarterly	1 Each	\$0.00
SUBTOTAL:			\$72,390.74

GRAND TOTAL:	\$112,617.74
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Communications Cloud Tier:
0

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	100



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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
Template - Sectioned View Page	\$773.31	\$850.64
Legistar	\$19,025.79	\$20,928.37
Send Agenda (Legistar)	\$0.00	\$0.00
Template - Sectioned View Page	\$575.04	\$632.54
Template - Agenda or Minutes - HTML	\$495.73	\$545.30
Boards and Commissions	\$17,649.16	\$19,414.07
Recurring Captioning Services	\$41,110.80	\$45,221.87
govDelivery for Integrations	\$0.00	\$0.00
Granicus Operations Cloud - Self-Managed Video	\$25,750.00	\$25,750.00
Upgrade to 1080p Streaming	\$5,247.00	\$5,247.00
Experience Services Credit Accelerator	\$3,937.50	\$3,937.50
SUBTOTAL:	\$114,564.33	\$122,527.29
Total Services Catalog Credits:	100	100



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PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
[HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Template - Agenda or Minutes - HTML	Template - Agenda or Minutes - HTML is for a template created using HTML, which a client uses to output minutes data into a webpage that has the look and feel of a document.



Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>



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Solution	Description
	available – 12 hours ▪ Severity Level 4: Transactional issue, user workaround available - 24 hours
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
Experience Services Credit Accelerator	Annual Recurring Service Credits: Enhance your support through the GXC Services Catalog with these additional annual credits, ensuring continuous access to valuable

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication



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Napa County CA

(the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- o Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.



Order Form
Napa County CA

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-442475 dated 22 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Napa County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

For All Services Credits (including Service Catalog Credits and SimpleSupport):

Credits must be purchased prior to use and are allocated towards any services performed by Granicus included in the Service Credit portfolio for the number of credits indicated therein. Credits cannot be used towards software subscription purchases. Credits are consumed as Services are performed during the applicable period of performance and must be used during that period of performance or they will expire. If Client fails to use the credits within the period of performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.



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: 6/24/2025

File ID #: 25-942

TO: Board of Supervisors

FROM: Greg Bown, Interim Chief Information Officer - Information Technology Services

REPORT BY: Suzanne Fowler, Staff Services Analyst

SUBJECT: Amendment No. 1 to Agreement No. 250136B with Environmental Science Associates

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250136B with Environmental Science Associates, to extend the term to June 30, 2026, for continued cultural resources technical services to support environmental review of the Mount St. Helena telecommunications tower replacement project for no additional cost. (No Fiscal Impact; Discretionary)

BACKGROUND

On August 6, 2024, Agreement No. 250136B was approved for the Mount St. Helena telecommunications tower replacement project. Over the past several years the microwave equipment located on Mount St. Helena telecommunications tower has received substantial damage due to excessive ice buildup during the winter months. The current tower at maximum capacity could not safely support any form of ice protection. The microwave links at Mount St. Helena are critical in the operations of public safety radio throughout Napa County. A new tower will need to be constructed, and existing equipment moved over to the new tower. Once all equipment has been relocated, the original tower will be removed from the site. A Cultural Resource Survey was required by the Bureau of Land Management (BLM) to comply with Section 106 of the National Historic Preservation Act. The BLM required a choice of cultural contractor listed by the Northwest Information Center. Environmental Science Associates (ESA) was on the list of approved archeological consultants, had previously performed work with Napa County, and was recommended by the County's Planning Building and Environmental Services Department. Due to the requirements to be a BLM contractor and familiarity with the Napa County processes, in addition to coordinating approval with the BLM and the Federal Communication Commission, ESA was the best vendor to perform the work.

Requested action: Approve and authorize Amendment No. 1 to Agreement No. 250136B with Environmental Science Associates (ESA), to extend the term at no additional cost to June 30, 2026, for continued cultural

resources technical services to support environmental review of the Mount St. Helena telecommunications tower replacement project.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services (ITS), Communications - Radio (Subdivision 42000-13)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A Cultural Resource Study is mandatory to comply with Section 106 of the National Historic Preservation Act.
Is the general fund affected?	No
Future fiscal impact:	This is a one-time expense; no future fiscal impacts are anticipated.
Consequences if not approved:	Not approving the continued cultural study will place three critical microwave links in jeopardy each winter. This also creates a hazardous situation for technicians working at the site repairing damage due to inclement weather.
Additional Information	The cultural study has almost been completed. This request is to extend the term for more time to complete the survey.

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. 250136B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250136B is made and entered into as of this 1st day of July, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and ENVIRONMENTAL SCIENCE ASSOCIATES (ESA), a California Corporation, whose mailing address is 2600 Capital Avenue, Suite 200, Sacramento, CA 95816, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 250136B on August 6, 2025 (“Agreement”) in order to have the CONTRACTOR assist the COUNTY with preparation of a cultural resources survey; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term to June 30, 2026 to allow for additional time to complete the survey with no change to the “not-to-exceed” Compensation amount established in the original Agreement.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on August 6, 2024 and shall expire on June 30, 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).

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

Environmental Science Associates (ESA)

Signed by:
By Catherine Mcefee
Name: CATHERINE MCEFEE
Title: Vice President

DocuSigned by:
By Albert Cuisnot
Name: ALBERT CUISNOT
Title: Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL,
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 20, 2025</u></p> <p>PL No: <u>132008</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-952

TO: Board of Supervisors
FROM: Greg Bown, Interim Chief Technology Officer - Information Technology Services
REPORT BY: Julia Bordona, Staff Services Manager
SUBJECT: Amendment No. 1 to Agreement No. 250209B with Infoverity U.S., Inc.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250209B with Infoverity U.S., Inc. to extend the term for an additional year through June 30, 2026 and increase the maximum contract amount from \$100,000 to \$200,000. (Fiscal Impact: \$100,000 Expense; Information Technology Services Fund; Budgeted; Discretionary)

BACKGROUND

On November 28, 2023, the Board of Supervisors approved Capital Improvement Project 24011, "Enterprise Data Management" and professional services agreement No. 240184B with Infoverity, U.S. Inc. for a maximum amount of \$604,640, which included consulting and project management professional services for the implementation of a new Enterprise Data Management Software solution. The County started the implementation of Master Data Management (MDM) system in December 2023 and completed the project on time on April 4, 2024.

The original contract included \$55,000 for travel expenses that were never spent because the entire project was done virtually. On May 7, 2024, the Board approved Amendment No. 1 to agreement No. 240184B with Infoverity, U.S. Inc. to repurpose unused project travel budget of \$55,000 for extended post Go-Live support services.

In October 2024, the Board approved agreement No. 250209B with Infoverity U.S., Inc. for consulting services which allowed the County to leverage Infoverity's resources, knowledge, and deep experience with the MDM platform as well as data analytics and visualization. The MDM platform offers functionality and opportunities that go well beyond what was included in the implementation, but there continues to be a technical learning curve that needs to be bridged to leverage those benefits. With the approval of today's requested action, ITS will be able to continue engaging Infoverity to provide the specialized expertise and support necessary to optimize the use of the MDM platform, enhance data governance capabilities, and accelerate progress toward enterprise-wide data integration and insights.

Requested Action:

Approval and authorization of Amendment No. 1 to Agreement No. 250209B with Inforevery U.S., Inc. extending the term through June 30, 2026, increasing the contract amount by \$100,000 for a new maximum of \$200,000.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services (ITS), Fund 4200
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This request will allow the County extended use of the Master Data Management platform, provide guidance and knowledge transfer to County staff, and help develop a plan for data analysis and visualization.
Is the general fund affected?	No
Future fiscal impact:	The ongoing costs are included in the ITS budget and charged to departments as part of the ITS cost allocation.
Consequences if not approved:	If not approved, the onboarding of new data sets and functionality will take longer.

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.250209B
AMENDMENT NO.1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250209B is made and entered into as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and INFOVERITY U.S., Inc, an Ohio corporation, whose business address is 5131 Post Road, Suite 220, Dublin, Ohio 43017, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on the 15th day of October, 2024, COUNTY engaged CONTRACTOR in Agreement No. 250209B, as authorized by Government Code section 31000, in order for CONTRACTOR to provide the County with consulting services for the data management software solution; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement's Term and Termination, and Payment Provisions;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 1 is hereby amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on October 15, 2024 and shall expire on June 30, 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 the parties shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Paragraph 3(C) is hereby amended to read in full as follows:

Compensation.

- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$200,000, set forth in Exhibit "B" 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.

3. The "Completion Criteria" found in Paragraph II.C of Exhibit A is hereby amended to read in full as follows:

Completion Criteria

Infoverity will have fulfilled its obligations for the Project described in this SOW when any one of the following first occurs:

- Duration of the contract (set forth in Paragraph 1 of the Agreement, as amended) is completed.
- The SOW is terminated in accordance with the provisions of the Professional Services agreement

4. References to "\$100,000" in Exhibit "B" are hereby amended to read "\$200,000".
5. Except as otherwise provided in Paragraphs 1 through 4, above, all other terms and conditions of the Agreement, as originally approved, shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

INFOVERITY U.S., Inc.

By 
Steve Ruff (May 28, 2025 16:44 EDT)
 Stephen Ruff, President

By *Brian Grant*
Brian Grant (May 28, 2025 16:45 EDT)
 Brian Grant, Managing Director

"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: <i>Ryan FitzGerald</i> (e-sign) Deputy County Counsel</p> <p>Date: <u>May 21, 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> <p>_____</p>
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Amendment No. 1 250209B Consulting (AATF).

Final Audit Report

2025-05-28

Created:	2025-05-28
By:	JoAnna Braun (jbraun@infoverity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4C1ySZCgzhbC5TIWGANuc4jgwKhZZYpu

"Amendment No. 1 250209B Consulting (AATF)." History

-  Document created by JoAnna Braun (jbraun@infoverity.com)
2025-05-28 - 8:38:17 PM GMT
-  Document emailed to Steve Ruff (sruff@infoverity.com) for signature
2025-05-28 - 8:39:53 PM GMT
-  Email viewed by Steve Ruff (sruff@infoverity.com)
2025-05-28 - 8:44:08 PM GMT
-  Document e-signed by Steve Ruff (sruff@infoverity.com)
Signature Date: 2025-05-28 - 8:44:28 PM GMT - Time Source: server
-  Document emailed to Brian Grant (bgrant@infoverity.com) for signature
2025-05-28 - 8:44:30 PM GMT
-  Email viewed by Brian Grant (bgrant@infoverity.com)
2025-05-28 - 8:44:51 PM GMT
-  Document e-signed by Brian Grant (bgrant@infoverity.com)
Signature Date: 2025-05-28 - 8:45:21 PM GMT - Time Source: server
-  Agreement completed.
2025-05-28 - 8:45:21 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: 6/24/2025

File ID #: 25-731

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Annamaria Martinez, Assistant Engineer
SUBJECT: Amendment No. 1 to Agreement No. 250011B (LBRID) with Specialized Utilities Services Program (SUSP) for Operations and Maintenance Services

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250011B (LBRID) with Specialized Utility Services Program to increase the maximum from \$396,000 to \$418,000 for the term through June 30, 2025; and approve a Budget Amendment for additional services and supplies expenses. (Fiscal Impact: \$22,000 Expense; Lake Berryessa Resort Improvement District; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The District is a special district of the State of California organized under the Resort Improvement District Law (Public Resources Code Section 13000 et seq.) for the provision of water and sewer service in an unincorporated portion of the County of Napa, which includes Unit 2 of the Berryessa Estates.

Specialized Utilities Services Program (SUSP) first began providing Operation, Management and Maintenance (OM&M) services for the District's water and wastewater facilities starting in October 2018, after their proposal to provide OM&M services was selected as the most responsive to a published RFP/Q in July 2018. The 2018 contract expired on June 30, 2024; however, to ensure that the District would see no gaps in operations coverage, the District issued another RFP/Q for OM&M services for a new five-year term on February 27, 2024. Two contractors submitted proposals and SUSP were determined to be the more qualified firm. On June 25, 2024 the Board executed an agreement with SUSP for a base annual amount of approximately \$375,600 to provide the requested OM&M services of the District's water and wastewater facilities, plus an allowance of \$20,400 for non-scheduled work and as-needed urgent expenses, for a total contract amount of \$396,000. The term of the agreement allows for automatic annual renewal for five years, adjusted each fiscal year then beginning (July 1 through the next June 30) in an amount equal to the change in the San Francisco Bay Area-All Urban Consumers Price Index for the preceding year.

Due to multiple equipment/infrastructure failures at the water treatment plant, sewer lift stations, and transfer pump station at the wastewater treatment and disposal facility, extensive operator overtime above the allowance for the fiscal year was necessary between July 1, 2024 and February 28, 2025. The unanticipated overtime was necessary to ensure continuous operation of the water plant distribution of potable water to customers as required by the District's operating permit with the Division of Drinking Water and to avoid unauthorized wastewater discharges to land or treatment pond overflows - both violations of the District's waste discharge permit with the Central Valley Regional Water Quality Control Board.

After reviewing the remaining Agreement balance, District staff prepared Amendment No. 1 to increase compensation for the current fiscal year in order to cover the noted costs associated with operating and maintaining the District's facilities. The Amendment includes funds to cover the non-scheduled work between July 2024 and February 2025 and funds to cover the monthly OM&M charge and projected non-scheduled work for the remaining months in the fiscal year - \$22,000. Total expenditure of the requested Amendment amount is not guaranteed, but will be based on actual work performed through June 30, 2025.

Board approval of Amendment No. 1 to Agreement No. 250011B (LBRID) will increase the total contract amount by \$22,000 for a new maximum of \$418,000 for Fiscal Year 2024-2025 and will provide sufficient contract balance to allow the District to continue paying invoices through June 30, 2025, and approval of the requested budget amendment will provide sufficient appropriations in the LBRID services and supplies budget to allow the District to continue paying invoices through the end of the fiscal year.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 250011B (LBRID) with Specialized Utility Services Program to increase the total contract amount by \$22,000 for a new maximum of \$418,400 for Fiscal Year 2025-2026; and
2. Increase appropriations by \$22,000 in Subdivision 5220000, offset by use of available fund balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Subdivision 5220000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Due to extensive operator overtime and repair supplies needed in response to winter storms and unexpected equipment failures, the non-scheduled work allowance for the year has been exceeded, and the remaining contract balance is insufficient to compensate SUSP for the remainder of the Fiscal Year.
Is the general fund affected?	No
Future fiscal impact:	The recommended increase in compensation is for the current fiscal year only.
Consequences if not approved:	Without the approval of the Amendment, LBRID will be unable to pay SUSP in full for OM&M services throughout the term of the contract

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing or former use.

**AMENDMENT NO. 1 TO LAKE BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 250011B (LBRID)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 250011B (LBRID) is made and entered into effective as of the 24th day of June, 2025, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and SPECIALIZED UTILITY SERVICES PROGRAM (SUSP), a California corporation, whose business address is 1234 N. Market Boulevard, Sacramento, CA 95834, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and together as “Parties.”

RECITALS

WHEREAS, on June 25, 2024, DISTRICT and CONTRACTOR entered into Agreement 250011B (LBRID) (“Agreement”) for operations, management and maintenance (OM&M) services of the DISTRICT’s water and wastewater facilities; and

WHEREAS, due to unanticipated water treatment plant process and control challenges that occurred in July 2024 and during heavy periods of rainfall in November 2024 and February 2025, CONTRACTOR was required to increase operational oversight, including procurement of necessary materials and services, to maintain operations of the water and wastewater facilities as required by the Agreement; and

WHEREAS, the additional oversight required to maintain operations of the water facility will exceed the maximum amount allowed under the Agreement by the end of Fiscal Year 2024-2025; and

WHEREAS, the Parties now wish to amend the Agreement to increase the maximum compensation payable under the Agreement for Fiscal Year 2024-2025 by \$22,000 to pay CONTRACTOR for the additional OM&M costs incurred, or that will be incurred, through the remainder of the fiscal year;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend NBRID Agreement No. 250011B as follows:

TERMS

1. Paragraph 3, subparagraphs (c) and (d) of the Agreement are amended to read in full as follows:

(c) Additional Services. DISTRICT may require that CONTRACTOR perform additional services beyond those described in the Scope of Services. The cost of Additional Services shall be based on the hourly rates set forth in Section II of Exhibit “A” and expenses actually incurred. The total cost of any additional services performed

under this Amendment for Fiscal Year 2024-25 shall not exceed FORTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$42,400) which includes the base annual allocation of Twenty Thousand Four Hundred Dollars (\$20,400) plus an additional Twenty-Two Thousand Dollars (\$22,000) to compensate CONTRACTOR for additional services rendered through the end of Fiscal Year 2024-25. The total cost of any additional services performed under this Agreement in subsequent fiscal years will be TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400), and CONTRACTOR is not obligated to perform Additional Services in excess of this amount.

(d) Maximum Amount. Notwithstanding subparagraphs (a), (b) and (c), the maximum payments under this Amendment shall not exceed a total of FOUR HUNDRED EIGHTEEN THOUSAND DOLLARS (\$418,000) for Fiscal Year 2024-25, which consists of a monthly maximum base fee of THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$31,300) for OM&M services, and FORTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$42,400) to compensate CONTRACTOR for Additional Services in Fiscal Year 2024-25. The maximum payments under this Agreement in subsequent fiscal years shall not exceed a total of THREE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$396,000) per fiscal year, which consists of a monthly maximum base fee of THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$31,300) for OM&M services, and TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400) to compensate CONTRACTOR for Additional Services.

2. This Amendment No. 1 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 1 shall remain in full force and effect.


3. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 to LBRID Agreement No. 250011B (LBRID) is executed by the Lake Berryessa Resort Improvement District acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

**SPECIALIZED UTILITY SERVICES PROGRAM,
a California Corporation**

By: 
Dan DeMoss, Chief Executive Officer

By: 
Dustin Hardwick, Secretary

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT,
a special district of the State of California,**

By: _____
ANNE COTTRELL,
Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel / District Legal Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>June 15, 2025</u> PL Doc. No. 133345	APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District By: _____
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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: 6/24/2025

File ID #: 25-902

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Annamaria Martinez, Assistant Engineer
SUBJECT: Approval of Amendment No. 2 to Agreement No. 230208B (LBRID) with GHD, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 230208B (LBRID) with GHD, Inc. to increase the total contract amount from \$270,839 to \$276,839 to provide additional construction management and inspection services for the "Tank 3 Replacement and Distribution System Upgrades Project," LB 20-01. (Fiscal Impact: \$6,000 Expense, Lake Berryessa Resort Improvement District; Budgeted; Discretionary)

BACKGROUND

On April 7, 2020, the Governing Board adopted Resolution 2020-04 (LBRID) 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 state funding for the Tank No. 3 Replacement and Distribution System Upgrades Project. District staff submitted the complete funding application by the end of June 2020, and on October 11, 2022, the funding award was issued, requiring approval of the funding agreement by the District by or before November 11, 2022, and advertisement for construction bids within the first quarter of 2023. On November 8, 2022, the Governing Board authorized the Chair to sign the recipient funding agreement and approved the associated budget transfer necessary to establish appropriations in the project budget.

At the time of the funding award acceptance, engineered drawings and technical specifications for the project were incomplete. On December 13, 2022, the Board awarded a new contract to the original design firm, GHD, Inc. of Santa Rosa, CA, to compile the Tank No. 3 Replacement Project elements from their prior design efforts into a stand-alone bid package.

On May 16, 2023 the Plans and Specifications were complete and the Board approved the project for competitive bidding. Bids were opened on July 13, 2023, and on August 8, 2023, Piazza Construction of Penngrove, CA, was awarded the contract for their low bid (including Additive Items B and C) totaling \$1,246,215. During the same Board action, Amendment No 1 to Agreement No 230208B (LBRID) with GHD,

Inc. of Santa Rosa, CA was approved adding scope for construction management and inspection services and increasing total contract compensation \$270,839.

Except for two pending contract change orders related to the distribution system improvements aspect for the project (standby generator, automatic transfer switches, and radio telemetry), construction is complete; however, additional construction management and inspection services will be required to ensure the remaining work meets specifications. Amendment No. 2 increases the maximum compensation amount by \$6,000 to allow for the additional services.

The project, including construction management and inspection services, is funded by the Drinking Water State Revolving Fund Program (DWSRF) managed by the Division of Financial Assistance (DFA) for the State of California. The total project budget with construction, engineering design, construction management, project management, special inspection and contingency is now estimated to be \$1,692,000. The project is expected to be fully funded by the Drinking Water State Revolving Fund Program (DWSRF) managed by the Division of Financial Assistance (DFA) for the State of California.

Requested Actions:

1. Approve and authorize Amendment No. 2 to Agreement No. 230208B (LBRID) with GHD, Inc.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 5220500 Project 23005
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Additional scope was added to the project via contract change orders to fill remaining construction funds; construction management and inspection services are expected to exceed previous budget estimates.
Is the general fund affected?	No
Future fiscal impact:	The project is expected to be complete within the first quarter of FY 2025-26, and Amendment No 2 is expected to be funded in full by an existing grant from the State Drinking Water State Revolving Fund.
Consequences if not approved:	The District will be unable to pay for the remaining construction management and inspection services needed to finish the project.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

**AMENDMENT NO. 2 TO LAKE BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 230208B (LBRID)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 230208B (LBRID) is made and entered into effective as of the ____ day of June, 2025, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and GHD, Inc., a California corporation whose business address is 2235 Mercury Water Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on December 13, 2022, DISTRICT and CONTRACTOR entered into Agreement No. 230208B (Agreement) for final design services related to the Water Tank No 3 Replacement and Distributions Systems Improvements Project (Project); and

WHEREAS, construction bids were opened on July 13, 2023, and the project was awarded to Piazza Construction of Penngrove, California on August 22, 2023; and

WHEREAS, DISTRICT’s Governing Board also approved Amendment No. 1 to the Agreement on August 22, 2023, increasing compensation to cover additional scope for construction management and inspections services; and

WHEREAS, construction of the project is near complete and additional construction inspection services above what was approved in Amendment No. 1 are required to ensure late project change orders are completed per the plans and specifications; and

WHEREAS, the Parties now wish to amend the Agreement to modify and increase the scope of CONTRACTOR’s services and to increase the maximum compensation payable under the Agreement by \$6,000 to reflect such changes;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend LBRID Agreement No. 230208B as follows:

TERMS

1. Paragraph 2 of the Agreement is amended to read in full as follows:
2. **Scope of Services.** CONTRACTOR shall provide all services necessary to update and complete the design of the Project, and to provide support during the bid and construction phases of the Project, as further described in Exhibit “A” and its Attachment 1, attached hereto and hereby incorporated by reference. CONTRACTOR shall also furnish full-time construction management and inspection services as further described in

Exhibits “A-1” and “A-2” and their Attachments, attached hereto and hereby incorporated by reference.

2. 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 scope of Services in Exhibit “A,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit “A.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-1,” DISTRICT shall pay CONTRACTOR at the rates set forth in Attachment 2 to Exhibit “A-1.” In consideration of Contractor’s fulfillment of the scope of services in Exhibit “A-2,” DISTRICT shall pay CONTRACTOR the fixed fee of six thousand dollars (\$6,000).

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Two Hundred Seventy-Six Thousand, Eight Hundred Thirty-Nine Dollars (\$276,839.00) for professional services, including all transportation expenses and tax; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Exhibit “A-2” and its Attachments listed here are attached hereto and hereby incorporated by reference:

- Attachment 1 to Exhibit “A-2”: Proposal for LBRID Tank 3 Water Storage Tank Project Amendment from GHD dated May 27, 2025.

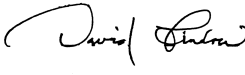
4. This Amendment No. 2 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment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

5. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

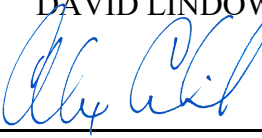
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IN WITNESS WHEREOF, this Amendment No. 2 to LBRID Agreement No. 230208B (LBRID) is executed by the Lake Berryessa Resort Improvement District acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

G.H.D., INC.,
a California Corporation

By: 

DAVID LINDOW, Vice President

By: 

ALEX CULICK, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT,
a special district of the State of California

By: _____
ANNE COTTRELL,
Chair of the Governing Board

<p>APPROVED AS TO FORM Office of County Counsel / District Legal Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>June 2, 2025</u> PL Doc. No. 132564</p>	<p>APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District</p> <p>By: _____</p>
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EXHIBIT “A-2”

SCOPE OF SERVICES AND COMPENSATION

I. SCOPE OF SERVICES

CONTRACTOR will provide continued construction management and observation for the Water Tank No. 3 Replacement and Distributions Systems Improvements Project as described in CONTRACTOR’s Proposal for LBRID Tank 3 Water Storage Tank Project Amendment dated May 27, 2025, attached hereto and incorporated by reference as Attachment 1 to this Exhibit. The services covered under this amendment are professional services and will be performed under the responsible charge of a Registered Engineer in the State of California.

II. COMPENSATION

For the scope of services described in this Exhibit, CONTRACTOR shall be compensated at the lump sum price of \$6,000 as set forth in CONTRACTOR’s Proposal.



ATTACHMENT No. 1

May 27, 2025

Christopher Silke, PE
Engineering Manager – Water Resources
County of Napa
Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

RE: Proposal for LBRID Tank 3 Water Storage Tank Project Amendment

Dear Mr. Silke:

GHD is pleased to present this proposal for additional services related to the Tank 3 Water Storage Tank Project. Per your request GHD completed the following additional design and on-site construction observation services that were finalized based on the Tank 3 Project construction schedule, recent meetings and discussions:

GHD completed modifications to the design of the Tank 3 access road to accommodate additional runoff control after the winter storms caused damage to the road surface and storm water collection ditches that existed at the bottom portion of the road. Modifications included additional grading, installation of a new roadside ditch, runoff control and additions of water bars to better manage runoff during large storm events. In addition, GHD provided on site construction observation while the road was constructed.

GHD provided design related services and specifications for adding Automatic Transfer Switches to the pump stations and battery warmers to the generators at Tanks 1 and 2. In addition GHD developed specifications for making changes to the Omni antennae at the water treatment plant control building.

Fee

GHD provided the above described scope of services for a lump sum fee of \$6,000. We look forward to completing the project. If you have any questions, please feel free to contact me at (707) 599-6936.

Sincerely,
GHD Inc.

A handwritten signature in blue ink, appearing to read "Alex Culick", is written over the printed name.

Alex Culick, PE
Managing Principal



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: 6/24/2025

File ID #: 25-914

TO: Members of the Governing Board
FROM: Christopher Silke - District Engineer
REPORT BY: Annamaria Martinez - Assistant Engineer
SUBJECT: Approve Agreement No. 250439B with SUSP Engineering for Sewer Pipeline Video Services

RECOMMENDATION

Approve and authorize Agreement No. 250439B (LBRID) with Specialized Utility Services Program dba SUSP Engineering for a maximum compensation of \$21,780 for video inspection of sewer pipelines. (Fiscal Impact: \$21,780 Expense; Lake Berryessa Resort Improvement District; Budgeted; Discretionary)

BACKGROUND

Lake Berryessa Resort Improvement District (LBRID) is a special district of the State of California organized in 1965 under the Resort Improvement District Law (Public Resources Code Section 13000 et seq.) for the provision of water and sewer service to Unit No. 2 of the Berryessa Estates subdivision in an unincorporated portion of the County of Napa.

LBRID operates and maintains approximately seven (7) miles of sewer collection mains within the Berryessa Estates. Most of the District's sewer collection mains are vitrified clay pipe and roughly half of all collection mains were installed out of the public right of way and within private unimproved easements. At LBRID, the pipeline installed in the unimproved easements has historically shown susceptibility to I/I (inflow from stormwater runoff and infiltration from groundwater) either through separated joints between sections of pipe or through cracks in the pipeline that have occurred from root intrusion or ground shift. I/I is a concern because if left unaddressed it increases wastewater flows entering the collection system, potentially overwhelming pumping capacities and/or causing overboard discharges of wastewater to land.

Close-Circuit Television (CCTV) pipe inspection is one method of identifying sections of sewer pipeline that may be contributing to I/I. District staff has identified approximately 11,000 ft of sewer collection main located in unimproved easements that require inspection. District staff requested quotations for CCTV pipeline services from several vendors, and Specialized Utilities Services Program (SUSP) doing business as SUSP Engineering, provided the low quote of \$21,780; however, because the District has an ongoing contract with SUSP for operations and maintenance services of the water and sewer facilities, the annual aggregate compensation to SUSP for water and sewer services exceeds the Purchasing Agent limit of \$85,300 established by the Public

Contracting Code, and Board approval of the contract is required. The District received one additional quotation from Nor Cal Pipelines for \$52,990. All other vendors were non-responsive.

Requested Actions:

1. Approve Agreement No. 250439B (LBRID) with SUSP Engineering for \$21,780 for CCTV pipeline inspection services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A sewer video inspection is a necessary tool used to detect and determine the severity of the common problems in sewer systems - from damaged pipe, separated joints, root intrusion - that can create capacity issues at the sewer plant or backups in the sewer collection system. The sections selected for the proposed agreement are most prone to common pipeline problems due to their location outside the public right of way.
Is the general fund affected?	No
Future fiscal impact:	The video services are expected to wrap up in FY 2025-26.
Consequences if not approved:	The District will be unable to determine if the sections of pipe selected for the agreement are compromised until such time as a sewer back-up occurs over land or the sewer plant is inundated with excess inflows to Lift Station A and treatment ponds.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed activity is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, as the operation and maintenance of existing facilities involving negligible or no expansion of existing or former use.

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 250439B**

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, this ____ day of _____, 2025, (“Effective Date”) by and between the Lake Berryessa Resort Improvement District, hereinafter referred to as “District,” and Specialized Utilities Services Program, Inc., dba SUSP Engineering, whose address is 1234 North Market Blvd., Sacramento, CA 95834, hereinafter referred to as “Contractor.”

RECITALS

- A. District wishes to obtain specialized services, as authorized by Government Code section 31000 et seq., to perform closed circuit television (CCTV) inspection of approximately 10,522 feet of 6- and 8-inch sewer collection mains located outside the public right-of-way; and
- B. Contractor was selected to provide professional services without a competitive process because the contract amount is below the threshold for competition.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, District and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform a CCTV inspection of 10,522 feet of 6 to 8-inch sewer main as further described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor’s proposal, quote, or bid. Contractor shall deliver to District a report on its findings and a video file of the inspection(s).

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

1.3 Warranty. Contractor warrants to District that all work performed under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the work called for under this Agreement using the degree of care and skill ordinarily exercised by reputable firms performing such work. Contractor shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by District within one year after completion of the scope of work.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of work, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor at the unit price of \$2.30 per lineal foot, subject to a 10% discount as further set forth in Exhibit A and its Attachment.

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a discounted total price of Twenty-One Thousand Seven Hundred Eighty Dollars (\$21,780).

3.2 Payment Process. Contractor may submit one invoice in arrears for work performed, to the District Engineer who will review the invoices to confirm its contents match the work performed during the period covered by the invoices. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days following receipt of the invoice.

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

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

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

ARTICLE IV – BONDS AND INSURANCE

4.1 Insurance. Prior to commencing the scope of work, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds \$25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by District and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless District and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description,

including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work 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 District or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

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

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

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

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

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

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

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to District 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 work under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold District harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If District is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish District with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from District.

7.4 Prevailing Wage Requirements. The scope of work includes “public works” as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and

become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

DISTRICT

Lake Berryessa Resort Improvement District
Christopher M. Silke, P.E.
District Engineer
1195 Third Street, Suite 101
Napa, CA 94559

CONTRACTOR

SUSP Engineering
Nicole Cook
Engineering Program Manager
1234 North Market Blvd
Sacramento, CA 95834

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

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of this Agreement to completely describe the work to be provided. Any work, materials, or equipment that may reasonably be inferred from the Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Agreement.

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

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

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither

party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality. All work performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of District. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of District. Contractor shall not disclose records or other information provided by District under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by District; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by District.

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

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

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

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

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

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


9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties

relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

IN WITNESS WHEREOF, this Agreement is executed by the Lake Berryessa Resort Improvement District, acting by and through the Chair of the Governing Board, and by Contractor through its duly authorized officer(s).

SUSP ENGINEERING

By 
Dan DeMoss, Chief Executive Officer

By 
Dustin Hardwick, Secretary

LAKE BERRYESSA RESORT IMPROVEMENT
DISTRICT, a Special District of the State of California

By _____
ANNE COTTRELL, Chair of Governing Board

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>May 5, 2025</u> PL Doc. No. 131130</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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EXHIBIT A SCOPE OF WORK

I. Description of Work

CONTRACTOR shall provide all professional services, labor, material, and equipment necessary to perform CCTV inspection of 10,522 total linear feet of 6-inch and 8-inch sewer collection mains located outside the public right-of-way. For itemization of the work scope, refer to the SUSP “Scope of Services” dated April 2, 2025, incorporated by reference as Attachment 1.

II. Schedule

Contractor shall complete the Scope of Work by December 31, 2025.

April 2, 2025

Scope of Services

1. BACKGROUND

The Lake Berryessa Resort Improvement District (LBRID) provides water and wastewater services to the residents of Unit 2 of the Berryessa Estates in Pope Valley. LBRID is overseen by the Napa County Department of Public Works (Napa). Napa has requested SUSP perform CCTV inspection of the 6 and 8-inch sewer lines. Specific sections of pipe will be determined by Napa prior to the start of inspection.

Task 1 – CCTV Inspection (LBRID)

SUSP will inspect 10,522 LF of 6 to 8-inch sewer pipe shown in the attached document below, utilizing CCTV equipment and deliver a report of our findings.

➤ **Task Deliverables: Report on findings and video file of inspection.**

2. SCHEDULE

Anticipated Project Milestones, Deliverables and Schedule:

Task No.	Task Name	Start By Date
Task 1	CCTV Inspection (LBRID)	Immediately following NBRID completion

Heavy rain events may cause unforeseen delays during inspections.

3. BUDGET

The budget is based on \$2.30/LF, not to exceed \$21,780 based on the following task budgets:

Task No.	Task Name	Budget
Task 1	CCTV Inspection (LBRID)	\$24,200
	<i>Sub Total</i>	<i>\$24,200</i>
	<i>SUSP Operations Client Discount (10%)</i>	<i>(\$2,420)</i>
	Task Order Total	\$21,780

For SUSP:
Specialized Utility Services Program

By: _____

Date: _____

For Client:
Napa County Department of Public Works

By: _____

Date: _____

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved. Not Used.

EXHIBIT C

INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide District with certification of all such coverages upon request by District's Risk Manager.

C.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Not required.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of District's Risk Manager, demonstrated by other evidence of coverage acceptable to District's Risk Manager, which shall be filed by Contractor with the District Engineer prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its District number or title and department; shall be kept current during the term of this Agreement; shall provide that District shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming District, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by District's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by District'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 District, its officers, employees, agents, and

volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D

CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is “public works” subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of \$25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract.”

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District’s request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-953

TO: Members of the Governing Board
FROM: Christopher Silke - District Engineer
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Increase Revenue Project 22009 Sustainable Water Supply

RECOMMENDATION

Approve a Budget Amendment transferring \$14,516 by increasing appropriations remaining in Lake Berryessa Resort Improvement District Project 22015 "Water Plant Generator Replacement" and increasing revenue in Project 22009 "Sustainable Water Supply." (Fiscal Impact: Net Zero; Lake Berryessa Resort Improvement District; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Water Treatment Plant Generator Project, LB 22-04, included the purchase and installation of a replacement standby generator located at the District's Water Treatment Plant and Main Sewer Lift Station parcel. The on-site generator allows the District to continue providing uninterrupted water and sewer utility service for the Berryessa Estates community in the event of extended PG&E power outages, which have increased in frequency over the past few years due to Public Safety Power Shutoffs (PSPS) and wildfire activity nearby the community. The purpose of the project was to replace the existing generator that was near the end of its useful life.

On October 18, 2022 the Governing Board approved Agreement No. 230185B with GEMS Environmental Management Services, Inc for \$175,351. The amount of the contract exceeded the American Rescue Plan Act (ARPA) appropriations requiring the approval of a Budget Amendment increasing revenue in Project 22015 by \$100,000 from the LBRID Operations Fund to cover costs of staff labor necessary to manage the project and additional costs of construction services above ARPA appropriations. During the same action, the LBRID Operations Fund was increased by \$100,000 from the LBRID Sustainable Water Supply Project (22009). Project 22009 is funded by a \$2.58M Cal OES grant from 2022 with the sole purpose of funding projects that will maintain water supply for the District and its customers - including the additional funds needed to fully fund the Water Plant Generator Replacement (Project 22015).

Project 22015 is 100% complete and all expenses have been paid, the remaining funds totaled \$14,515.35 have been returned to LBRID Operations Fund and is to be transferred back into the LBRID Sustainable Water

Supply Project (22009).

Requested Actions:

1. Approval of Budget Amendment for the following (4/5 vote)
 - a. Increase appropriations in the amount \$14,516 for Intrafund Transfers-Out (LBRID Sub-division 5220000, Project 22015, Account 57900);
 - b. Increase revenue in the amount of \$14,516 for Intrafund Transfers-In (LBRID Sub-division 5220500, Project 22009, Account 49900)

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Water Plant Generator Replacement Project is complete, and a budget amendment is necessary to return the remaining funds to the operations budget.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Funds would not be returned to the original funding source.

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: 6/24/2025

File ID #: 25-1100

TO: Members of the Governing Board
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: LBRID 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Lake Berryessa Resort Improvement District (LBRID). (Fiscal Impact: \$373,361 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary)

BACKGROUND

The Governing Board of the for Lake Berryessa Resort Improvement District (LBRID) opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, LBRID will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

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

RESOLUTION NO. (LBRID)_____

**RESOLUTION OF THE GOVERNING BOARD OF THE
LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
ADOPTING THE RECOMMENDED BUDGET OF THE
DISTRICT FOR FISCAL YEAR 2025-2026**

WHEREAS, the Lake Berryessa Resort Improvement District (“LBRID”) is a resort improvement district organized pursuant to Public Resources Code sections 13000 et seq. (the “RID Law”); and

WHEREAS, Public Resources Code section 13031 provides that the board of supervisors is the governing body of resort improvement districts, and, unless otherwise provided by the RID Law, the provisions of the County Service Area Law (Chapter 2.5 (commencing with section 25210) of Part 2 of Division 2 of Title 3 of the Government Code) shall apply to the conduct of the business of resort improvement districts; and

WHEREAS, section 25214 of the County Service Area Law provides that an annual budget must be adopted pursuant to Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the California Government Code and there are no competing provisions relating to budget adoption in the RID Law; and

WHEREAS, in accordance with California Government Code sections 29000 through 29093, the governing board of the LBRID (the “LBRID Board”) is required to adopt the 2025-2026 fiscal year budget for the LBRID no later than October 2, 2025, and thereafter the Napa County Auditor must file the budget with the Secretary of the LBRID and the California State Controller no later than December 1, 2025; and

WHEREAS, on May 29, 2025, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of the LBRID for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or about May 30, 2025, in the manner required by law; and

WHEREAS, hearings have been held by the LBRID Board of the LBRID at the time, place, and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the clerk of the LBRID Board for further hearings, the LBRID Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for the LBRID for the fiscal year 2025-2026.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Governing Board of the Lake Berryessa Resort Improvement District as follows:

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

2. The recommended budget of the LBRID, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including those changes adopted by the LBRID Board during the budget hearings, is hereby adopted as the budget of the LBRID for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein; and

3. That total financing requirements, including increases and decreases to obligated fund balance, for fiscal year 2025-2026 are as follows:

Fund 5220 Division 52200	LBRID – Operating	\$1,391,980
Fund 5220 Division 52210	LBRID – Debt Service	230,099
	Fund 5220 Total	\$1,622,079

4. That the 2025-2026 estimated appropriations limit, calculated in conformity with Division 9 of Title 1 of the California Government Code (commencing with section 7900), is \$546,804 and the total annual appropriations subject to limitation are \$435,780. The actual appropriations limit and annual appropriations subject to limitation will be adopted by resolution on or before October 2, 2025, once all of the financial information required to compute the appropriations limit and the total annual appropriations subject to limitation is available.

5. That pursuant to California Government Code section 29125, the Napa County Public Works Director, acting as the Engineer of the LBRID (the “District Engineer”), is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls and that the following internal service charges shall be controlled by line item:

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

6. That any capital asset(s) not authorized by the LBRID Board during the recommended budget hearing(s) for the LBRID will be presented to the LBRID Board for approval by the District Engineer.

7. That pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for the LBRID for fiscal year 2025-2026 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2025.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	1,752,985	2,555,975	2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	\$ 158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies
Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	-
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	-
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	(357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	(802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-1133

TO: Members of the Governing Board
FROM: Christopher Silke - District Engineer
REPORT BY: Christopher Silke - District Engineer
SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for Transfer Pumping Equipment and Storage Project, LB 25-01

RECOMMENDATION

Approve plans and specifications for the "Transfer Pumping Equipment and Storage Project," LB 25-01 and authorization to advertise 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; Discretionary)

BACKGROUND

The District filed an application for public water system funding assistance through the Department of Water Resources (DWR) Small Community Drought Relief Program (SCDRP) in November 2021 seeking a total of \$637,000 to cover costs associated with the District's Emergency Drought Response. The project implements groundwater and sub-channel creek supply feasibility investigations and strengthens the system's ability to sustain water supply during critically dry years. Project elements are listed below; all but project elements in No. 3 are complete.

1. The installation of a seasonal floating intake structure to compensate for declining water levels in Putah Creek due to severe drought;
2. Extending the water supply intake to a nearby alluvium gravel bar and replacing a dilapidated Concrete Masonry Unit (CMU) Intake Utility Building with a new building and a Potassium Permanganate chemical treatment process for pre-treatment of raw water;
3. Purchase and acquisition of portable pumping equipment, hoses and a tank placed at the water supply intake pool to carry out temporary water transfers within the Putah Creek basin from upstream pools to the stationary intake; and
4. Conduct hydrogeologic explorations for a potential alluvial or fractured rock deep well supply in proximity to the Berryessa Estates water service area that can satisfy the community's maximum daily water demand.

DWR SCDRP Funding Agreement No. 240301B was issued to the District in June 2023 and formally executed

on August 28, 2023. Terms of the Funding Agreement allow for eligible project reimbursement expenses dating back to April 29, 2022 through December 31, 2024. The agreement was formally extended and all work must now be completed by December 31, 2025.

Design plans and specifications are now complete for project element No. 3 - procurement of a portable diesel engine powered pump, hoses and appurtenances for temporary spring feed pool water transfers to a polyethylene tank placed in proximity to the water supply intake, and the procurement and installation of a new steel storage container to store the acquired equipment until needed. Engineer's estimate for the final project element of DWR Funding Grant is \$85,000.

Requested Actions:

1. Approve plans and specifications for the "Transfer Pumping Equipment and Storage Project," LB 25-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 5220, Subdivision 5220500, Project 24019
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of plans and specifications and authorization to advertise for sealed bids is necessary prior to the construction phase.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	District would forfeit grant money awarded by Department of Water Resources to support the project.
Additional Information	Staff will return to the Board for an award recommendation of a construction contract after bids are opened, tabulated and reviewed for conformance with qualifications.

ENVIRONMENTAL IMPACT

Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]



Napa County

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1181

TO: Members of the Governing Board
FROM: Tracy Schulze - Auditor-Controller
REPORT BY: Georgina Panganiban - Deputy Auditor-Controller
SUBJECT: Fiscal Year 2025-26 Budget Carry Forward for Continued Projects and Related Contract Encumbrances

RECOMMENDATION

Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed for Lake Berryessa Resort Improvement District as of June 30, 2025. (Fiscal Impact: Revenues of \$1,766,227, Expenditures of \$4,646,087, Various Funds, Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

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

Attachment A provides a listing of current Capital Improvement Projects with related contracts to be rolled over to the new fiscal year, in the amount of \$4,646,087. Revenues of \$1,766,227 listed are not yet received and will be carried forward budgeted amounts to be received in the following year. The remainder of funds needed for these projects have already been restricted through the project approval or contract encumbrance process and will flow into the following year.

None of the items listed on this attachment were included in the Fiscal Year 2025-26 budget. Once all June invoices are paid, these amounts will be adjusted, and final carry forward budgets will be determined. The Auditor-Controller will provide a final listing as part of the year-end letter for the ratification of the final appropriations to be carried forward.

Requested Action:

Approve and authorize the carry forward budget amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed as of June 30, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenue sources include planned use of fund balance, grants, or other revenue sources specifically related to these items. Please see Attachment A for a detailed listing.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the continuation of work on these projects in Fiscal Year 2025-26.
Is the general fund affected?	No
Future fiscal impact:	Carry forward budgets and appropriations are needed for encumbrances and commitments entered into during the current fiscal Year or prior year that have not been completed or fulfilled by June 30, 2025. These projects have not been re-budgeted as part of the 2025-26 adopted budget.
Consequences if not approved:	Failure to approve the carry forward budgets will impede the smooth operation of continuing active projects and cause a delay in getting contractors/vendors paid timely.

ENVIRONMENTAL IMPACT

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

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
LBRID						
5220	5220500	19007 Groundwater Mitigation Project	\$ 1,550,000	\$ 230,000	240306B-25 GHD, Inc.	\$ 71,832
			-	1,000,000	250344B-25 Benchmark Civil Construction, Inc.	61,731
				320,000		
5220	5220500	22009 Sustainable Water Supply Project	-	1,777,000	250248B-25 Fort Bragg Electric	228,623
5220	5220500	22013 Water Treatment Plant Upgrades	-	2,860		
5220	5220500	22014 Lift Station A Sewer Tank Replacement Project	-	15,000	230149B-25 GHD, Inc.	103,895
			-	160,000	250178B-25 Piazza Construction	860,720
			-	925,000		
5220	5220500	23005 Tank No 3 Replacement and Distribution System				
		Improvements Project	216,227	216,227	240118B-25 Piazza Construction	74,365
Total CIP Revenue/Appropriations Carryforward			\$ 1,766,227	\$ 4,646,087	Total CIP Contract Balances to Carryforward	\$ 1,401,168



Napa County

Board Agenda Letter

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

Housing Commission

Agenda Date: 6/24/2025

File ID #: 25-939

TO: Board of Supervisors
FROM: Anthony Halstead - Director of Library Services
REPORT BY: Anthony Halstead - Director of Library Services
SUBJECT: FY 2025-26 Arts & Culture Grant Agreements for Recipients and Arts Council

RECOMMENDATION

Approve and authorize 17 agreements with 14 different organizations totaling \$242,132 recommended by the Napa County Arts and Culture Advisory Committee, and Agreement No. 250145B with Arts Council Napa Valley for \$60,870 to be the Napa County Local Arts Agency and implement the Napa County Cultural Plan for the term July 1, 2025, through June 30, 2026. (Fiscal Impact: \$303,002 Expense; General Fund-Community Investment; Budgeted; Discretionary)

BACKGROUND

In April 2023, the Board named the fund to the “Community Investment Fund” (CIF) to better capture the purpose of the fund and amended CIF allocation formula as follows:

- 80% - Parks and Open Space
- 20% - Arts and Culture Programs or Services

Of the 20% arts and culture allocation, 20% of that amount is annually allocated to Arts Council Napa Valley for operating expenses, and the remaining 80% annually distributed through a competitive grant process to arts and culture organizations in Napa County.

BOARD-APPROVED ARTS & CULTURE GRANT GUIDELINES

The purpose of the Arts & Culture Advisory Committee (Committee) is to conduct and oversee a grant program and make recommendations to the Board of Supervisors regarding grant awards made to non-profit arts and cultural organizations in Napa County. The goal is to grow and promote arts and cultural offerings in Napa County for residents and visitors, include more diversity of cultures and voices in the arts, and foster more collaboration among Napa’s arts groups.

The Committee met on October 24, 2022, to discuss amendments to the Arts & Culture Grant Guidelines for the FY 2023-24 grant cycle and the guidelines were approved by the Board in November 2022. The guidelines, which remain unchanged for the FY 2025-26 cycle, include two main funding categories and eligible organizations may submit grant requests for two subcategories:

Main Category 1 - Tourism Generating Arts and Culture Organization. This category is for organizations that earn at least 20 percent of their income or patronage from visitors and can submit data that demonstrates its impact/use by visitors from outside of Napa County. It includes the following sub-categories:

1. Capacity Building
2. Special Programs & Projects
3. Capital Improvement

Main Category 2 - General Arts and Culture Organization. This category is for organizations that do not receive 20 percent of their income or patronage from visitors outside of Napa County and primarily focus on arts and culture activities for residents of Napa County. It includes the following sub-categories:

1. Capacity Building
2. Special Programs & Projects
3. Capital Improvement

Leadership and Professional Development: This subcategory is intended to provide support for non-profit staff and boards in governance and management training, skills, development, and professional coaching. Both Tourism Generating and General Arts and Culture organizations may apply in addition to their two subcategory requests.

Maximum Grant Requests:

The maximum grant amounts are based on an organization's annual operating budget:

- Small operating budget (up to \$100,000): \$7,500 maximum award amount
- Mid-sized operating budget (greater than \$100,000 but less than \$500,000): \$17,500 maximum award amount
- Large operating budget (above \$500,000): \$27,500 maximum award amount

The maximum grant award for Leadership & Professional Development grants is \$2,500, regardless of budget size. The award is not counted toward the above caps on awards.

Collaborative Grant Requests: Two or more organizations may partner on a Special Programs & Projects request in addition to their individual grant requests and Leadership & Professional Development request. The maximum award amount is \$20,000, regardless of budget size and no more than \$10,000 per participating organization.

Requested Action:

Approval of the following Napa County Arts and Culture Advisory Committee grant agreements for the term July 1, 2025, through June 30, 2026, which total \$303,002:

Award a total of \$121,066 to Tourism Generating Arts and Culture Organizations:

1. Napa Valley Festival Association dba Festival Napa Valley, Agreement No. 260033B, \$27,500, Special Programs & Projects

2. Music in the Vineyards, Inc., Agreement No. 260034B, \$21,353, Special Programs & Projects - Capital Improvement
3. Napa Valley Museum, Agreement No. 260035B, \$27,500, Capital Improvement
4. Music in the Vineyards, Inc., Agreement No. 260036B, \$6,147, Special Programs & Projects - Capital Improvement
5. di Rosa Preserve, Agreement No. 260037B, \$20,000, Special Programs & Projects -Collaborative
6. Music in the Vineyards, Inc., Agreement No. 260042B, \$9,283 (partial funding), Collaborative
7. Napa County Historical Society, Agreement No. 260043B, \$9,283 (partial funding), Special Programs & Project

Award a total of \$121,066 to General Arts and Culture Organizations:

1. E & M Presents, Inc., Agreement No. 260024B, \$7,500, Special Programs & Projects
2. American Canyon Arts Foundation, Agreement No. 260025B, \$7,500, Special Programs & Projects
3. Napa Public Access Cable Television, Agreement No. 260026B, \$14,300, Capital Improvement
4. Lunchtime Productions Inc. dba Cafeteria Kids Theater, Agreement No. 260027B, \$1,650, Special Programs & Projects - Leadership
5. Bel Canto, Agreement No. 260028B, \$7,500, Special Programs & Projects
6. Lunchtime Productions Inc. dba Cafeteria Kids Theater, Agreement No. 260029B, \$15,250, Special Programs & Projects
7. Friends of the Cameo dba Cameo Cinema Foundation, Agreement No. 260030B, \$17,500, Special Programs & Projects
8. Brannan Center, Agreement No. 260031B, \$17,500, Special Programs & Projects
9. Napa Valley Unified Educational Foundation, Agreement No. 260032B, \$27,500, Special Programs & Projects
10. Calistoga Theater Company, dba UpStage Napa Valley, Agreement No. 260041B, \$4,866 (partial funding), Special Programs & Projects

Award Arts Council Napa Valley, Agreement No. 260048B, \$60,870.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	10540 Community Investment
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Community Investment Fund and the funding of arts and culture grants are not required by law but have been identified as a priority by the Board. The award of these grants is in accordance with the Board's direction to staff relating to the allocation of the Community Investment Fund.
Is the general fund affected?	Yes
Future fiscal impact:	Annual grant award consideration has no commitments for future years.

Consequences if not approved:

If these contracts are not approved, the Board will need to determine alternative grant recipients or arts grant funding from the Community Investment Fund will not be distributed for Fiscal Year 2025-26.

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. 260033B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Valley Festival Association, a California non-profit association, whose mailing address is P.O. Box 6221, Napa, CA 94581, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding a family-friendly screening of Walt Disney's beloved 1940 classic animated film Fantasia to Napa County audiences in a grand outdoor screening of the film featuring a live full orchestra performance of its acclaimed score.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds by **June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

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

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

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Lissa Gibbs
Napa Valley Festival Association
P.O. Box 6221
Napa, CA 94581

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Napa Valley Festival Association

By 
Richard Walker, President & CEO

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to produce a family-friendly screening of Walt Disney's beloved 1940 classic animated film Fantasia to Napa County audiences in a grand outdoor screening of the film featuring a live full orchestra performance of its acclaimed score.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$27,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260034B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Music in the Vineyards, Inc., a California non-profit association, whose mailing address P.O. Box 6297, Napa, CA, 94581, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts and Culture funding, Special Programs and Capital Improvement, to curate a unique lineup of new concerts and programming aimed at diversifying and expanding the audiences and community engagement. A key element is a co-production with Napa Valley Jazz Society (NVJS), featuring an innovative blend of jazz and classical chamber music.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to

COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

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

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

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Rebecca Blum
Music in the Vineyards
P.O. Box 6297
Napa, CA 94581

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Music in the Vineyards

By Rebecca Blum
Rebecca Blum – Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 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

GRANTEE shall utilize funds to support the 2025 Festival Season. GRANTEE will curate a unique lineup of new concerts and programming aimed at diversifying and expanding audiences and community engagement. A key element in this project is a co-production with Napa Valley Jazz Society (NVJS), featuring an innovative blend of jazz and classical chamber music. Other elements include additional lower-priced concerts and additional free performances in public spaces aimed at broadening our audience reach.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$21,353

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260035B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Valley Museum, a California non-profit association, whose mailing address is P.O. Box 3567, Yountville, CA 94599 hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts and Culture funding for Capital Improvements/Facilities Improvements to fund Phase 2 to create and launch Museum of Art & Culture ("the MAC") in St Helena and security improvements.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community

reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of

Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Laura Rafaty
Napa Valley Museum
P.O. Box 3567
Yountville, CA 94599

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Napa Valley Museum

By  _____
Laura Rafaty, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 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

GRANTEE shall utilize funds for Phase 2 of the project to create and launch Museum of Art & Culture ("the MAC") in St Helena, by adding walls, and removing one wall, to create additional linear wall space to hang artworks, as required by our agreements with lenders for future exhibitions including "The Wyeth's: Three Generations - Works from the Bank of America Collection." GRANTEE shall make minor security improvements.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$27,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260036B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Music in the Vineyards, Inc., a California non-profit association, whose mailing address P.O. Box 6297, Napa, CA, 94581, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts and Culture funding, Special Programs and Capital Improvement, for Technology upgrades.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt

by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be

unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Rebecca Blum
Music in the Vineyards
P.O. Box 6297
Napa, CA 94581

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Music in the Vineyards

By Rebecca Blum
Rebecca Blum, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 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

GRANTEE shall utilize funds for technology upgrades. Music in the Vineyards (MITV) office staff have been working on older computers that will need to be replaced with workstations that are compatible with Windows 11. These upgrades are essential for everyday work, but especially critical to efficiently maintain MITV's website and, by extension, box office/ticketing system. A laptop will be purchased for the Assistant Director and the Executive Director will purchase a docking station.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$6,147

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260037B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and di Rosa Preserve, a California non-profit association, whose mailing address is 5200 Sonoma Hwy., Napa, CA 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts and Culture – Collaborative funding subcategory to offer "Shakespeare Summer Stroll" to the public, in collaboration with Shakespeare Napa Valley.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used

for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason,

GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this

Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Kate Eilertsen
di Rosa Preserve
5200 Sonoma Hwy
Napa, CA 94559

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

DI ROSA PRESERVE

By Kate Eilertsen
Kate Eilertsen, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to produce "Shakespeare Summer Stroll: A Midsummer Night's Dream." This robust program, in partnership with Shakespeare Napa Valley, provides a site-integrated presentation of one of Shakespeare's most beloved comedies, interwoven with the outdoor sculptures and spaces at di Rosa.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$20,000

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260042B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Music in the Vineyards, Inc., a California non-profit association, whose mailing address P.O. Box 6297, Napa, CA, 94581, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts and Culture funding, Special Programs and Projects - Collaborative, Music in the Vineyards (MITV) and Aeternum will present a landmark Christmas concert in Napa, featuring selections from Handel's Messiah and seasonal favorites performed by a professional chamber orchestra and choir. This collaboration fills a cultural gap, bringing world-class holiday music to Napa audiences.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to

COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of

Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Rebecca Blum
Music in the Vineyards
P.O. Box 6297
Napa, CA 94581

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Music in the Vineyards

By Rebecca Blum
Rebecca Blum – Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds for the Music in the Vineyards (MITV) and Aeternum presentation of a landmark Christmas concert in Napa, featuring selections from Handel's Messiah and seasonal favorites performed by a professional chamber orchestra and choir.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$9,283

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260043B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa County Historical Society, a California non-profit association, whose mailing address is 1219 First Street, Napa, CA 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for Tourism Generating Arts and Culture – Special Programs, to create an exhibit, The Valley Beautiful: Art celebrating Napa County's vibrant artistic heritage, highlighting the historical and contemporary significance of both public and private art across the region.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds by **June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

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

Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Napa County Historical Society
Kaitlyn Scott Moxon
1219 First Street
Napa, CA 94559

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Napa County Historical Society

By 

Kaitlyn Scott Moxon, Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 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

GRANTEE shall utilize funds to create an exhibit: The Valley Beautiful: Art. This exhibit celebrates Napa County's vibrant artistic heritage, highlighting the historical and contemporary significance of both public and private art across the region. The exhibit will trace the evolution of Napa Valley's visual culture, from early murals, paintings, and sculptures to the present day. Visitors will discover how art has, and continues to, reflect the Valley's heritage, social movements, and community values. Combining visual art with historical context, the exhibit underscores the enduring role of art in shaping the region's cultural landscape. It celebrates the natural beauty, diverse cultures, and unique spirit of Napa Valley, highlighting the ongoing impact of art on the identity of the region.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$9,283

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260024B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and E & M Presents, Inc., a California non-profit association, whose mailing address is 1480 Cedar Avenue, Napa, CA 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding to produce an IDOL competition for the third consecutive year, to give Napa County students an opportunity to showcase their musical talents.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds by **June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community

reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of

Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Evy Warshawski
E & M Presents
1480 Cedar Avenue
Napa, CA 94559

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

E & M Presents

By Evy Warshawski
Evy Warshawski, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to produce an IDOL program that invites professionals with experience in different musical genres to judge a competition of singers and musicians aged 12 through 17 that reside in Napa County.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$7,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260025B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and American Canyon Arts Foundation, a California non-profit association, whose mailing address is 101 W. American Canyon Road, #508, American Canyon, CA 94503, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding to produce three events: Annual Parol Festival, Park Fest concert, and Juneteenth Celebration.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to

COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose,

including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections

11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Mark Joseph
American Canyon Arts Foundation
101 W. American Canyon Road, #508
American Canyon, CA 94503

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

American Canyon Arts Foundation

By Mark Joseph
Mark Joseph, Board President

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to produce three events: Annual Parol Festival in December 2025, Park Fest concert in May 2026, and Juneteenth Celebration in June 2026.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$7,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260026B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Public Access Cable Television, a California non-profit association, whose mailing address is P.O. Box 4347, NAPA, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Capital Improvement funding for Technology Upgrades to upgrade the cameras to use on location for TV episodes, documentaries and recording cultural events.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds by **June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community

reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of

Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

James Raymond
Napa Public Access Cable Television
P.O. Box 4347
Napa, CA 94558

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

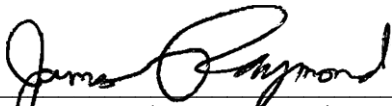
18. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Napa Public Access Cable Television

By 
James Raymond, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 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

GRANTEE shall utilize Capital Improvement funding to upgrade the cameras that producers use on location for TV episodes, documentaries and recording cultural events.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$14,300

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260027B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Lunchtime Productions Inc. d.b.a Cafeteria Kids Theater, a California non-profit association, whose mailing address is 1241 Adams Street, Suite 1114, St. Helena, CA 94574, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects for Leadership to fund a cohort-based, strategy-oriented leadership development program for nonprofit executives.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

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

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

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Olivia Cowell
Cafeteria Kids Theater
1241 Adams Street, Suite 1114
St. Helena, CA 94574

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Cafeteria Kids Theater

By Olivia Cowell
Olivia Cowell, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to produce/support a cohort-based, strategy-oriented leadership development program for nonprofit executives.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$1,650

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260028B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Bel Canto, a California non-profit association, whose mailing address is P.O. Box 333, Napa, CA 94559, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding to support the Bel Canto Scholarship. The Bel Canto Scholarship is a scholarship/internship open to Napa County high school seniors, who are interested in pursuing a music education.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. Term of the Agreement/Termination.

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. Use of Funds by GRANTEE. GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. Payment of Grant Funds. COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. Return of Funds. If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to

COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose,

including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections

11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Chuck Dresel
Bel Canto
P.O. Box 333
Napa, CA 94559

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Bel Canto

By

Chuck Dresel, Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By

Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to support the Bel Canto Scholarship. The Bel Canto Scholarship is a scholarship/internship open to Napa County high school seniors, who are interested in pursuing a music education.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$7,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260029B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Lunchtime Productions Inc. d.b.a Cafeteria Kids Theater, a California non-profit association, whose mailing address is 1241 Adams Street, Suite 1114, St. Helena, CA 94574, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects to produce a junior musical production class presenting the show "Honk Jr.," to be offered in Spring of 2026 for students ages 7-13 through Cafeteria Kids Theater.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written

demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason,

GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its

subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) **Inclusion in Subcontracts.** To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Olivia Cowell
Cafeteria Kids Theater
1241 Adams Street, Suite 1114
St. Helena, CA 94574

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Cafeteria Kids Theater

By Olivia Cowell
Olivia Cowell, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 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

GRANTEE shall utilize funds to produce a junior musical production class presenting the show "Honk Jr.", to be offered in Spring of 2026 for students ages 7-13 through Cafeteria Kids Theater.

Rehearsals and performances will be held at Napa Valley College Performing Arts Center Studio Theater with four performances open to the public. An added element to this project is the opportunity for Napa Valley College and local high school students to work with CKT production directors to learn how to work as a teaching artist within a youth educational program setting.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$15,250

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260030B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Friends of the Cameo d.b.a. Cameo Cinema Foundation, a California non-profit association, whose mailing address is P.O. Box 682, St. Helena, CA 94574, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding The Fork2Film Festival, an artful four-day celebration of three things that make Napa Valley so special – food, wine and agriculture.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used

for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations

GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its

subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Ann Doyle
Cameo Cinema Foundation
PO Box 682
St. Helena, CA 94574

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

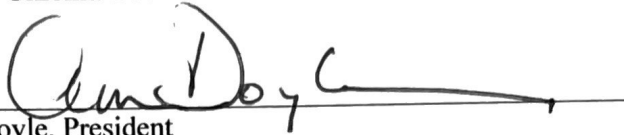
18. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Cameo Cinema Foundation

By 
Ann Doyle, President

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to support The Fork2Film Festival, an artful four-day celebration of three things that make Napa Valley so special – food, wine and agriculture. Fork2Film 2026 will take place in March, a traditionally off-peak time for tourism. The Festival will showcase the best culinary, wine and agriculture films from around the world.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$17,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260031B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Brannan Center, a California non-profit association, whose mailing address is P.O. Box 466 Calistoga, CA 94515, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects funding to provide rotating performances by local artists and arts groups, along with activities and informational booths by local organizations and non-profits

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds

provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

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

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

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Kyle Clausen
Brannan Center
P.O. Box 466
Calistoga, CA 94515

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of

California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Brannan Center

By Kyle R Clausen
Kyle Clausen, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds during its grand opening weekend, October 3-5, to provide rotating performances by local artists and arts groups, along with activities and informational booths by local organizations and non-profits.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$17,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260032B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Napa Valley Unified Educational Foundation, a California non-profit association, whose mailing address is 2425 Jefferson Street, #103, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects to fund the Napa Valley Cultural Art Camps program.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. Term of the Agreement/Termination.

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. Use of Funds by GRANTEE. GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. Payment of Grant Funds. COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. Return of Funds. If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used

for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason,

GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this

Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

Jennifer Stewart
Napa Valley Education Foundation
2425 Jefferson Street, #103
Napa, CA 94558

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Napa Valley Unified Educational Foundation

By Jennifer Stewart
Jennifer Stewart, Executive Director

"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Date: May 27, 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

GRANTEE shall utilize funds to support the Napa Valley Cultural Art Camps program to help build artistic expression, cultural exploration, and environmental connection. Through camps and classes in nature photography, cultural mural painting, and personal heritage portraits, youth will develop artistic skills, cultural awareness, and community appreciation. Led by NVEF instructors and local artists, the program will launch with summer camps in July 2025, and year-round after-school and weekend sessions will extend its impact.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$27,500

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260041B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Calistoga Theater Company dba UpStage Napa Valley, a California non-profit association, whose mailing address is 1314 Spring St, St Helena, CA 94574, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY approves GRANTEE's application for General Arts and Culture – Special Programs & Projects to fund two retro plays from the last century, "Rope" and "Harvey".

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds **by June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used

for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." COUNTY will provide instructions regarding the completion of the final report.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations

GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying any such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) **Non-Discrimination.** When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its

subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Brown Street
Napa, CA 94559

GRANTEE

UpStage Napa Valley
Stuart Harrison President
P.O. BOX 277
Calistoga, CA 94515

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

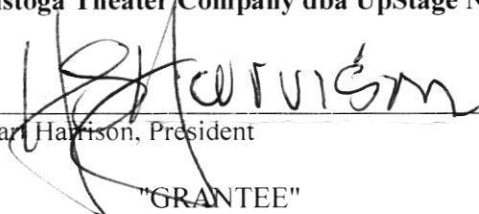
18. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

Calistoga Theater Company dba UpStage Napa Valley,

By 
Stuart Harrison, President

"GRANTEE"

5/29/25

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

GRANTEE shall utilize funds to produce two retro plays from the last century, "Harvey" and "Rope". UpStage looks to the not-so-distant past to inform, inspire and delight our audiences with offerings that find new relevance in this momentous time.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY June 30, 2026	\$4,866

GRANTEE shall receive warrant from COUNTY within 60 days of the execution of this Grant Agreement.

NAPA COUNTY AGREEMENT NO. 260048B

GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Arts Council Napa Valley, a California non-profit unincorporated association, whose mailing address is 3299 Claremont Way, Suite 5, Napa, CA 94559 hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Community Investment Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY designated funding for GRANTEE's proposal from the Community Investment Fund Arts and Culture program for cultural marketing development and management, arts in education development and outreach, and public art development and outreach.

NOW, THEREFORE, COUNTY and GRANTEE agree as follows:

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on **July 1, 2025** and shall expire on **June 30, 2026**, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." GRANTEE also agrees that no funds may be used to pay staff salaries or ordinary operating expenses. The organization is required to provide an exact accounting of funds expended in the post-grant reporting form (see paragraph 5.) If GRANTEE has not fully expended the grant funds by **June 30, 2026**, or other termination of the Agreement, and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Project to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement or fails to complete the Project in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Project, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Project. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. **Reporting.** GRANTEE shall, within thirty (30) days of conclusion of the term of this agreement submit to COUNTY a final Project report of the expenditure of all grant funds as set forth in Exhibit "B." This final report must summarize activities of GRANTEE up to the end of the grant term pertaining to progress and status of the Project and shall specifically include the number of services provided (if applicable), a statement of any expenditure of the grant funds provided hereunder, as well as a general accounting of all revenues received, and commitments or expenditures made for the Project from any public or private source. The final Project report shall include a summary of overall project achievements and detail compliance with any discrete tasks as identified in Exhibit "A" hereto. Said reports shall be delivered to: County Executive Officer, 1195 Third Street, Napa, CA 94559.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records, which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Conflict of Interest.**

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

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

8. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

9. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

10. **Liability.** GRANTEE shall be responsible for complying with any legal obligation incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying and such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

11. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation,

marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

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

COUNTY

Anthony Halstead
Library Director
580 Coombs St
Napa, CA 94559

GRANTEE

Christopher DeNatale
Executive Director
Arts Council Napa Valley
3299 Claremont Way, Suite 5
Napa, CA 94558

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

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

16. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

17. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

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

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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

ARTS COUNCIL NAPA VALLEY

By _____
Christopher DeNatale, Executive Director

"GRANTEE"

By _____
Anne Cottrell, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>S. Darbinian</i>, Deputy</p> <p>Date: June 4, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting Date)</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

The grant to Arts Council Napa Valley (ACNV) will be considered general operating support as the officially appointed Local Arts Agency (LAA) to Napa County, CA. Since the 2006 launch of the Napa County Cultural Plan, ACNV has built programs, resources, and networks that leverage ACNV's unique position as a LAA to advance the Cultural Plan's objectives. This work includes: convening the industry, representing its interests, fostering collaborative relationships, monitoring trends and forecasts, providing strategic guidance, and facilitating communication. As a partner to the County of Napa, ACNV provides leadership that unites, supports, and enhances our exceptional arts and culture community.

Specifically these funds will support: administration of the County Arts, Culture & Heritage Grant program; strategies in marketing Napa Valley as a cultural destination in partnership with Visit Napa Valley, including administration of Napa Valley Arts in April; managing and growing the current databases on the Napa Valley Creative Directory website to increase representation of local artists and improve user traffic; maintaining digital resources on ArtsCouncilNapaValley.org; a new version of the annual Napa County State of the Arts Conference; and operating the ACNV Community Fund grant program.

TOTAL BUDGET \$60,870 Napa County Grant

Deliverable 1

As an advisory member of the Napa County Arts & Culture Advisory Committee and upon request by County Staff, ACNV shall review Committee related guidelines, policies, meeting documents, announcements, collateral, etc. and provide staff feedback via a written response. Upon request by County Staff, ACNV shall post related announcements and relevant communications through the ACNV website, in the ACNV newsletter, as well as in social media posts. As part of this service, ACNV will provide web and social media analytics on the reach and impact of the post's outreach.

Deliverable 2

ACNV will further grow the existing databases made publicly available on the Creative Directory Napa Valley website populating them with resources and information on professional development, job opportunities, open calls, grants, news, and local events. The Creative Directory will be specifically populated with a comprehensive listing of local and regional performing and visual artists as well as arts-related services. The Napa Valley Arts & Culture Events Calendar, now a part of the Creative Directory, is managed by ACNV and populated with current events in a variety of categories. ACNV agrees to keep this list of art contacts current and relevant, to provide the free resource to County staff, businesses, individuals, and nonprofits. All public-facing data shall be posted and maintained on these sites at no charge to the contributors.

Deliverable 3

ACNV shall operate the "ACNV Community Fund" to provide grant opportunities to small nonprofits and individual artists in high impact community projects, focused on reaching underserved populations in diverse regions. This scope of work shall include active professional development to enhance the community's ability to successfully request, attract, and steward philanthropic dollars. As a part of this service, ACNV shall provide statistical and qualitative information on the impact of funded projects.

Deliverable 4

As the County's designated Local Arts Agency, ACNV staff shall be made available (at no charge) to provide industry-related information and referrals. Including, upon request by County Staff, ACNV will work with and advise County staff on matters related to the arts industry and other matters where the arts may be applied. ACNV shall maintain a publicly accessible office and regular hours.

FUNDING ACKNOWLEDGEMENT: GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

EXHIBIT "B"

GRANT PAYMENTS

DISBURSEMENT*	GRANT AMOUNT
GRANT MUST BE SPENT BY JUNE 30, 2026	\$60,870

TOTAL: \$60,870

GRANTEE shall receive warrant from COUNTY within 30 days of the execution of this Grant Agreement.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1097

TO: Board of Trustees
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: MCPD 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Monticello Public Cemetery District (MPCD). (Fiscal Impact: \$87,807 Net Use of Fund Balance, Monticello Public Cemetery District; Discretionary)

BACKGROUND

The Board of Trustees of the MPCD opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, MPCD will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
MONTICELLO PUBLIC CEMETERY DISTRICT ADOPTING
THE DISTRICT'S RECOMMENDED BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, the Monticello Public Cemetery District (the "MPCD") is a special district of the State of California located wholly within the boundaries of Napa County that is organized under the Public Cemetery District Law (Public Cemetery District Law; Health and Safety Code sections 9000, et seq.); and

WHEREAS, as authorized by California Health and Safety Code section 9026, the Napa County Board of Supervisors appointed itself to be the Board of Trustees of the MPCD (the "Board"); and

WHEREAS, California Health and Safety Code section 9070 provides that on or before August 30, of each year the Board shall adopt a recommended budget which shall conform to the accounting and budgeting procedures for special districts contained in Subchapter 3 (commencing with section 1031.1) of, and Article 1 (commencing with section 1121) of Subchapter 4 of Division 2 of Title 2 of the California Code of Regulations; and

WHEREAS, California Code of Regulations, title 2, sections 1111.12 and 1121 provide that pursuant to Government Code section 53065, districts for which the governing body is the county board of supervisors or the county fiscal officers are *ex officio* officers of the district are subject to the budget provisions of Government Code sections 29000 et seq.; and

WHEREAS, on May 29, 2025, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of the MPCD for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or before May 30, 2025, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for MPCD fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board as follows:

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

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearings, is hereby adopted as the budget of the MPCD for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirements, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 for the MPCD are as follows:

Fund 2860 Division 28600 Monticello Public Cemetery District	\$158,339
Fund 2860 Division 28610 Monticello Public Cemetery District – Endowment	<u>96,786</u>
Fund 2860 Total	\$255,125

4. Pursuant to California Government Code Section 29125, the Napa County Public Works Director, acting as the MPCD Engineer (the “Engineer”), is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

5. Any capital asset(s) not authorized by the Board during the recommended budget hearing process will be presented to the Board by the Engineer for approval.

6. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for the MPCD for fiscal year 2025-2026 in the format prescribed by the Controller of the State of California shall be filed with the Secretary of the Board and the State Controller in the manner required by law not later than December 1, 2025.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board
held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	\$ 158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	\$ 2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	\$ 2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	\$ 4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-720

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Annamaria Martinez, Assistant Engineer
SUBJECT: Amendment No. 1 to Agreement No. 250010B (NBRID) with Specialized Utilities Services Program (SUSP) for Operations and Maintenance Services

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250010B (NBRID) with Specialized Utility Services Program to increase the total contract maximum from \$396,000 to \$416,000 for the term ending June 30, 2025, and approve a Budget Amendment for additional emergency repair services and supplies and other expenses totaling \$110,000. (Fiscal Impact: \$130,000 Expense; Napa Berryessa Resort Improvement District; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The District is a special district of the State of California organized under the Resort Improvement District Law (Public Resources Code Section 13000 et seq.) for the provision of water and sewer service in an unincorporated portion of the County of Napa, which includes Unit 2 of the Berryessa Estates.

Specialized Utilities Services Program (SUSP) first began providing Operation, Management and Maintenance (OM&M) services for the District's water and wastewater facilities starting in October 2018, after their proposal to provide OM&M services was selected as the most responsive to a published RFP/Q in July 2018. The 2018 contract expired on June 30, 2024; however, to ensure that the District would see no gaps in operations coverage, the District issued another RFP/Q for OM&M services for a new five-year term on February 27, 2024. Two contractors submitted proposals and SUSP were determined to be the more qualified firm. On June 25, 2024 the Board executed an agreement with SUSP for a base annual amount of approximately \$375,600 to provide the requested OM&M services of the District's water and wastewater facilities, plus an allowance of \$20,400 for non-scheduled work and as-needed urgent expenses, for a total contract amount of \$396,000. The term of the agreement allows for automatic annual renewal for five years, adjusted each fiscal year then beginning (July 1 through the next June 30) in an amount equal to the change in the San Francisco Bay Area-All Urban Consumers Price Index for the preceding year.

Due to multiple equipment/infrastructure failures at the water treatment plant, sewer lift stations, and transfer

pump station at the wastewater treatment and disposal facility, extensive operator overtime above the allowance for the fiscal year was necessary between July 1, 2024 and December 31, 2024. The unanticipated overtime was necessary to ensure continuous operation of the water plant distribution of potable water to customers as required by the District's operating permit with the Division of Drinking Water and to avoid unauthorized wastewater discharges to land or treatment pond overflows - both violations of the District's waste discharge permit with the Central Valley Regional Water Quality Control Board.

After reviewing the remaining Agreement balance, District staff prepared Amendment No. 1 to increase compensation for the current fiscal year in order to cover the noted costs associated with operating and maintaining the District's facilities. The Amendment includes funds to cover the non-scheduled work between July 2024 and December 2024 and funds to cover the monthly OM&M charge and projected non-scheduled work for the remaining months in the fiscal year - \$20,000. Total expenditure of the requested Amendment amount is not guaranteed, but will be based on actual work performed through June 30, 2025.

Board approval of Amendment No. 1 to Agreement No. 250010B (NBRID) will increase the total contract amount by \$20,000 for a new maximum of \$416,000 for Fiscal Year 2024-2025 and will provide sufficient contract balance to allow the District to continue paying invoices through June 30, 2025. Additionally, approval of the requested budget amendment will provide sufficient appropriations in the NBRID services and supplies budget to allow the District to continue paying invoices through the end of the fiscal year and to cover the estimated cost of interest payments on loans received from Napa County.

The District is requesting a budget amendment in the amount of \$130,000 to cover unanticipated costs incurred during the current fiscal year related to essential infrastructure repairs and professional services. These expenditures were necessary to maintain the integrity and functionality of the District's water and sewer systems, as well as to ensure timely project delivery and regulatory compliance.

The budget amendment is justified by the following:

1. Pridmore Construction Invoices:

Multiple invoices have been submitted for emergency water and sewer leak repairs, road repairs, generator repair, and service line breaks. These repairs were critical to ensure uninterrupted service to customers and to prevent further infrastructure damage.

2. Telstar Instruments:

Telstar has provided services for instrument replacements and meter actuator installations. These components are critical for system automation, accurate metering, and operational efficiency.

3. Roto-Rooter:

Emergency response services for sewer line repairs have been utilized on multiple occasions to address urgent issues in the field.

4. SUSP Engineering Agreement:

An agreement with SUSP Engineering for professional services is scheduled for Board consideration on June 24, 2025. This agreement covers engineering support necessary for operational improvements.

5. SUSP Inc. Amendment:

An amendment to a current agreement with SUSP Inc. is also included in this budget request, addressing additional scope and support services not initially anticipated.

6. June E&A:

Additional expenses from E&A rendered in June have also contributed to the need for a budget increase.

These expenditures are necessary to support the District's operational reliability, ensure regulatory compliance,

and respond to emergency infrastructure needs. Approval of this budget amendment will provide the necessary funding to cover these critical expenses.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 250010B (NBRID); and
2. Increase appropriations by \$130,000 in Subdivision 5240000, offset by use of available fund balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 5240000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Due to extensive operator overtime and repair supplies needed in response to winter storms and unexpected equipment failures, the non-scheduled work allowance for the year has been exceeded, and the remaining contract balance is insufficient to compensate SUSP for the remainder of the Fiscal Year.
Is the general fund affected?	No
Future fiscal impact:	The recommended increase in compensation is for the current fiscal year only.
Consequences if not approved:	Without the approval of the Amendment, NBRID will be unable to pay SUSP in full for OM&M services throughout the term of the contract.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing or former use.

**AMENDMENT NO. 1 TO NAPA BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 250010B (NBRID)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 250010B (NBRID) is made and entered into effective as of the 24th day of June, 2025, by and between the NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT”, and SPECIALIZED UTILITY SERVICES PROGRAM (SUSP), a California corporation, whose business address is 1234 N. Market Boulevard, Sacramento, CA 95834, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and together as “Parties.”

RECITALS

WHEREAS, on June 25, 2024, DISTRICT and CONTRACTOR entered into Agreement 250010B (NBRID) (“Agreement”) for operations, management and maintenance (OM&M) services of the DISTRICT’s water and wastewater facilities; and

WHEREAS, due to the multiple water main breaks in the distribution system as well as increased process and control difficulties at the water and wastewater treatment facilities that occurred during heavy periods of rainfall in November 2024 and February 2025, CONTRACTOR was required to increase operational oversight, including procurement of necessary materials and services, to maintain operations of the water and wastewater facilities as required by the Agreement; and

WHEREAS, the additional oversight required to maintain operations of the water and wastewater facilities as required by the Agreement will exceed the maximum amount allowed under the Agreement by the end of Fiscal Year 2024-2025; and

WHEREAS, the Parties now wish to amend the Agreement to increase the maximum compensation payable under the Agreement for Fiscal Year 2024-2025 by \$20,000 to pay CONTRACTOR for the additional OM&M costs incurred, or that will be incurred, through the remainder of the fiscal year;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend NBRID Agreement No. 250010B as follows:

TERMS

1. Paragraph 3, subparagraphs (c) and (d) of the Agreement are amended to read in full as follows:

(c) Additional Services. DISTRICT may require that CONTRACTOR perform additional services beyond those described in the Scope of Services. The cost of Additional Services shall be based on the hourly rates set forth in Section II of Exhibit

“A” and expenses actually incurred. The total cost of any additional services performed under this Amendment for Fiscal Year 2024-25 shall not exceed FORTY THOUSAND FOUR HUNDRED DOLLARS (\$40,400) which includes the base annual allocation of Twenty Thousand Four Hundred Dollars (\$20,400) plus an additional Twenty Thousand Dollars (\$20,000) to compensate CONTRACTOR for additional services rendered through the end of Fiscal Year 2024-25. The total cost of any additional services performed under this Agreement in subsequent fiscal years will be TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400), and CONTRACTOR is not obligated to perform Additional Services in excess of this amount.

(d) Maximum Amount. Notwithstanding subparagraphs (a), (b) and (c), the maximum payments under this Amendment shall not exceed a total of FOUR HUNDRED SIXTEEN THOUSAND DOLLARS (\$416,000) for Fiscal Year 2024-25, which consists of a monthly maximum base fee of THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$31,300) for OM&M services, and FORTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$40,400) to compensate CONTRACTOR for Additional Services in Fiscal Year 2024-25. The maximum payments under this Agreement in subsequent fiscal years shall not exceed a total of THREE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$396,000) per fiscal year, which consists of a monthly maximum base fee of THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$31,300) for OM&M services, and TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400) to compensate CONTRACTOR for Additional Services.


2. This Amendment No. 1 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 1 shall remain in full force and effect.


3. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 to NBRID Agreement No. 250010B (NBRID) is executed by the Napa Berryessa Resort Improvement District, acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

SPECIALIZED UTILITY SERVICES PROGRAM,
a California Corporation

By: 
Dan DeMoss, Chief Executive Officer

By: 
Dustin Hardwick, Secretary

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT,
a special district of the State of California,

By: _____
ANNE COTTRELL,
Chair of the Governing Board

<p>APPROVED AS TO FORM Office of County Counsel / District Legal Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>June 15, 2025</u> PL Doc. No. 133346</p>	<p>APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-913

TO: Members of the Governing Board
FROM: Christopher Silke - District Engineer
REPORT BY: Annamaria Martinez - Assistant Engineer
SUBJECT: Approve Agreement No. 250440B (NBRID) with SUSP Engineering for Sewer Pipeline Video Services

RECOMMENDATION

Approve and authorize Agreement No. 250440B (NBRID) with Specialized Utility Services Program dba SUSP Engineering for the video inspection of 4,000 feet of sewer pipeline. (Fiscal Impact: \$8,280 Expense; Napa Berryessa Resort Improvement District; Budgeted; Discretionary)

BACKGROUND

Napa Berryessa Resort Improvement District (NBRID) is a special district of the State of California organized in 1965 under the Resort Improvement District Law (Public Resources Code Section 13000 et seq.) for the provision of water and sewer service to Unit No 1 and 2 of the Berryessa Highlands subdivision in an unincorporated portion of the County of Napa. Provision of water and sewer services to the adjacent Oakridge Estates subdivision was established in the 1980s.

NBRID operates and maintains approximately seven (7) miles of sewer collection mains within the Berryessa Highlands and Oakridge Estates subdivisions. Most of the District's sewer collection mains are asbestos cement pipe and approximately one mile of the collection system mains were installed out of the public right of way and within private unimproved easements. At NBRID, the pipeline installed in the unimproved easements has historically shown susceptibility to I/I (inflow from stormwater runoff and infiltration from groundwater) either through separated joints between sections of pipe or through cracks in the pipeline that have occurred from root intrusion or ground shift. I/I is a concern because if left unaddressed it increases wastewater flows entering the collection system, potentially overwhelming treatment capacity and/or causing overboard discharges of wastewater to land.

Close-Circuit Television (CCTV) pipe inspection is one method of identifying sections of sewer pipeline that may be contributing to I/I. District staff has identified approximately 4,000 ft of sewer collection main located in unimproved easements that require inspection. District staff requested quotations for CCTV pipeline services from several vendors, and Specialized Utilities Services Program (SUSP) doing business as SUSP Engineering, provided the low quote of \$8,280; however, because the District has an ongoing contract with SUSP for operations and maintenance services of the water and sewer facilities, the annual aggregate compensation to SUSP for water and sewer services exceeds the Purchasing Agent limit of \$85,300 established by the Public Contracting Code, requiring Board approval of the contract. The District received one additional quotation from Nor Cal Pipelines for \$22,480. All other vendors were non-responsive.

Requested Actions:

1. Approve Agreement No. 250440B (NBRID) with SUSP Engineering for \$8,280 for CCTV pipeline inspection services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A sewer video inspection is a necessary tool used to detect and determine the severity of the common problems in sewer systems - from damaged pipe, separated joints, root intrusion - that can create capacity issues at the sewer plant or backups in the sewer collection system. The sections selected for the proposed agreement are most prone to common pipeline problems due to their location outside the public right of way.
Is the general fund affected?	No
Future fiscal impact:	The video services are expected to wrap up in FY 2025-26.
Consequences if not approved:	The District will be unable to determine if the sections of pipe selected for the agreement are compromised until such time as a sewer back-up occurs over land or the sewer plant is inundated with excess inflow during winter storms.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed activity is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301 as the operation and maintenance of existing public facilities involving negligible or no expansion of existing or former use.

**NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 250440B**

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, this ____ day of _____, 2025, (“Effective Date”) by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as “District,” and Specialized Utilities Services Program, Inc., dba SUSP Engineering, whose address is 1234 North Market Blvd., Sacramento, CA 95834, hereinafter referred to as “Contractor.”

RECITALS

- A. District wishes to obtain specialized services, as authorized by Government Code section 31000 et seq., to perform closed circuit television (CCTV) inspection of approximately 4,000 feet of 6- and 8-inch sewer collection mains located outside the public right-of-way; and
- B. Contractor was selected to provide professional services without a competitive process because the contract amount is below the threshold for competition.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, District and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform a CCTV inspection of 4,000 feet of 6 to 8-inch sewer main as further described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor’s proposal, quote, or bid. Contractor shall deliver to District a report on its findings and a video file of the inspection(s).

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

1.3 Warranty. Contractor warrants to District that all work performed under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the work called for under this Agreement using the degree of care and skill ordinarily exercised by reputable firms performing such work. Contractor shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by District within one year after completion of the scope of work.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of work, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor at the unit price of \$2.30 per lineal foot, subject to a 10% discount as further set forth in Exhibit A and its Attachment.

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a discounted total price of Eight Thousand Two Hundred Eighty Dollars (\$8,280).

3.2 Payment Process. Contractor may submit one invoice in arrears for work performed, to the District Engineer who will review the invoices to confirm its contents match the work performed during the period covered by the invoices. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days following receipt of the invoice.

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

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

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

ARTICLE IV – BONDS AND INSURANCE

4.1 Insurance. Prior to commencing the scope of work, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds \$25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by District and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless District and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description,

including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work 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 District or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

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

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

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

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

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

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

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to District 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 work under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold District harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If District is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish District with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from District.

7.4 Prevailing Wage Requirements. The scope of work includes “public works” as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and

become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

DISTRICT

Napa Berryessa Resort Improvement District
Christopher M. Silke, P.E.
District Engineer
1195 Third Street, Suite 101
Napa, CA 94559

CONTRACTOR

SUSP Engineering
Nicole Cook
Engineering Program Manager
1234 North Market Blvd
Sacramento, CA 95834

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

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of this Agreement to completely describe the work to be provided. Any work, materials, or equipment that may reasonably be inferred from the Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Agreement.

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

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

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither

party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality. All work performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of District. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of District. Contractor shall not disclose records or other information provided by District under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by District; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by District.

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

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

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

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

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

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

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties

relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

IN WITNESS WHEREOF, this Agreement is executed by the Napa Berryessa Resort Improvement District, acting by and through the Chair of the Governing Board, and by Contractor through its duly authorized officer(s).

SUSP ENGINEERING

By 
Dan DeMoss, Chief Executive Officer

By 
Dustin Hardwick, Secretary

NAPA BERRYESSA RESORT IMPROVEMENT
DISTRICT, a Special District of the State of California

By _____
ANNE COTTRELL, Chair of Governing Board

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>May 5, 2025</u> PL Doc. No. 131130</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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EXHIBIT A SCOPE OF WORK

I. Description of Work

CONTRACTOR shall provide all professional services, labor, material, and equipment necessary to perform CCTV inspection of 4,000 total linear feet of 6-inch and 8-inch sewer collection mains located outside the public right-of-way. For itemization of the work scope, refer to the SUSP “Scope of Services” dated April 2, 2025, incorporated by reference as Attachment 1.

II. Schedule

Contractor shall complete the Scope of Work by December 31, 2025.

April 2, 2025

Scope of Services

1. BACKGROUND

The Napa Berryessa Resort Improvement District (NBRID) provides water and wastewater services to the residents of Unit 1 and 2 of the Berryessa Highlands and Oakridge Estates in Napa. NBRID is overseen by the Napa County Department of Public Works (Napa). Napa has requested SUSP perform CCTV inspection of the 6 and 8-inch sewer lines. Specific sections of pipe will be determined by Napa prior to the start of inspection.

Task 1 – CCTV Inspection (NBRID)

SUSP will inspect 4,000 LF of 6 to 8-inch sewer pipe utilizing CCTV equipment and deliver a report of our findings.

➤ **Task Deliverables: Report on findings and video file of inspection.**

2. SCHEDULE

Anticipated Project Milestones, Deliverables and Schedule:

Task No.	Task Name	Start By Date
Task 1	CCTV Inspection (NBRID)	2 Weeks from Signature

Heavy rain events may cause unforeseen delays during inspections.

3. BUDGET

The budget is based on \$2.30/LF, not to exceed \$8,280 based on the following task budgets:

Task No.	Task Name	Budget
Task 1	CCTV Inspection (NBRID)	\$9,200
	<i>Sub Total</i>	<i>\$9,200</i>
	<i>SUSP Operations Client Discount (10%)</i>	<i>(\$920)</i>
	Task Order Total	\$8,280

For SUSP:
Specialized Utility Services Program

By: _____

Date: _____

For Client:
Napa County Department of Public Works

By: _____

Date: _____

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved. Not Used.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide District with certification of all such coverages upon request by District's Risk Manager.

C.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Not required.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of District's Risk Manager, demonstrated by other evidence of coverage acceptable to District's Risk Manager, which shall be filed by Contractor with the District Engineer prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its District number or title and department; shall be kept current during the term of this Agreement; shall provide that District shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming District, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by District's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by District'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 District, its officers, employees, agents, and

volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D

CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is “public works” subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of \$25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract.”

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District’s request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1098

TO: Members of the Governing Board
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: NBRID 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa Berryessa Resort Improvement District (NBRID). (Fiscal Impact: \$684,957 Net Use of Fund Balance, Napa Berryessa Resort Improvement District; Discretionary)

BACKGROUND

The Governing Board of the NBRID opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, NBRID will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. (NBRID)_____

**RESOLUTION OF THE GOVERNING BOARD OF THE NAPA
BERRYESSA RESORT IMPROVEMENT DISTRICT
ADOPTING THE RECOMMENDED BUDGET OF THE
DISTRICT FOR FISCAL YEAR 2025-2026**

WHEREAS, the Napa Berryessa Resort Improvement District (“NBRID”) is a resort improvement district organized pursuant to the Public Resources Code sections 13000, et seq (the “RID Law”); and

WHEREAS, Public Resources Code section 13031 provides that the board of supervisors is the governing body of resort improvement districts, and, unless otherwise provided by the RID Law, the provisions of the County Service Area Law (Chapter 2.5 (commencing with section 25210) of Part 2 of Division 2 of Title 3 of the Government Code) shall apply to the conduct of the business of resort improvement districts; and

WHEREAS, section 25214 of the County Service Area Law provides that an annual budget must be adopted pursuant to Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the California Government Code and there are no competing provisions relating to budget adoption in the RID Law; and

WHEREAS, in accordance with California Government Code sections 29000 through 29093, the governing board of NBRID (the “NBRID Board”) is required to adopt the 2025-2026 fiscal year budget for NBRID no later than October 2, 2025, and thereafter the Napa County Auditor must file the budget with the Secretary of the NBRID and the California State Controller no later than December 1, 2025; and

WHEREAS, on May 29, 2025, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of the NBRID for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or about May 30, 2025, in the manner required by law; and

WHEREAS, hearings have been held by the NBRID Board at the time, place, and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the clerk of the NBRID Board for further hearings, the NBRID Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for the NBRID for the fiscal year 2025-2026.

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NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Governing Board of the Napa Berryessa Resort Improvement District as follows:

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

2. The recommended budget of the NBRID, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including those changes adopted by the NBRID Board during the budget hearings, is hereby adopted as the budget of the NBRID for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein; and

3. That total financing requirements, including increases and decreases of obligated fund balance, for fiscal year 2025-2026 are as follows:

Fund 5240 Division 52400 NBRID - Operating	\$ 2,555,975
Fund 5240 Division 52405 NBRID - Capital Improvement	\$ 112,033
Fund 5240 Division 52410 NBRID - Debt Service	\$ 524,106
Fund 5240 Total	\$ 3,192,114

4. That the 2025-2026 estimated appropriations limit, calculated in conformity with Division 9 of Title 1 of the California Government Code (commencing with section 7900), is \$457,265 and the total annual appropriations subject to limitation are \$58,535. The actual appropriations limit and annual appropriations subject to limitation will be adopted by resolution on or before October 2, 2025, once all the financial information required to compute the appropriations limit and the total annual appropriations subject to limitation is available.

5. That pursuant to California Government Code section 29125, the Napa County Public Works Director, acting as the Engineer of the NBRID (the "District Engineer"), is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

6. That any capital asset(s) not authorized by the NBRID Board during the recommended budget hearing(s) for the NBRID will be presented to the NBRID Board for approval by the District Engineer.

7. That pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for the NBRID for fiscal year 2025-2026 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2025.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____  _____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	\$ 158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	\$ 2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	\$ 2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	\$ 4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	-	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-1183

TO: Members of the Governing Board
FROM: Tracy Schulze - Auditor-Controller
REPORT BY: Georgina Panganiban - Deputy Auditor-Controller
SUBJECT: Fiscal Year 2025-26 Budget Carry Forward for Continued Projects and Related Contract Encumbrances

RECOMMENDATION

Approve the carry forward Budget Amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed for Napa Berryessa Resort Improvement District as of June 30, 2025. (Fiscal Impact: Revenues of \$112,033, Expenditures of \$338,000, Various Funds, Not budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

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

Attachment A provides listing of current Capital Improvement Projects with related contracts to be rolled over to the new fiscal year, in the amount of \$338,000. Revenues of \$112,033 listed are not yet received and will be carried forward budgeted amounts to be received in the following year. The remainder of funds needed for these projects have already been restricted through the project approval or contract encumbrance process and will flow into the following year.

None of the items listed on this attachment were included in the Fiscal Year 2025-26 budget. Once all June invoices are paid, these amounts will be adjusted and final carry forward budgets will be determined. The Auditor-Controller will provide a final listing as part of the year-end letter for the ratification of the final appropriations to be carried forward.

Requested Action:

Approve and authorize the carry forward budget amendment for Fiscal Year 2025-26, of estimated Fiscal Year 2024-25 remaining budget and related contract encumbrances for projects not completed as of June 30, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenue sources include planned use of fund balance, grants, or other revenue sources specifically related to these items. Please see Attachment A for a detailed listing.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the continuation of work on these projects in Fiscal Year 2025-26.
Is the general fund affected?	No
Future fiscal impact:	Carry forward budgets and appropriations are needed for encumbrances and commitments entered into during the current fiscal Year or prior year that have not been completed or fulfilled by June 30, 2025. These projects have not been re-budgeted as part of the 2025-26 adopted budget.
Consequences if not approved:	Failure to approve the carry forward budgets will impede the smooth operation of continuing active projects and cause a delay in getting contractors/vendors paid timely.

ENVIRONMENTAL IMPACT

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

Napa Berryessa Resort Improvement District
Estimated CIP Carryforward detail listing
June 30, 2025

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
NBRID						
5240	5240500	16022 (USDA Bond - Wastewater Depr Rsv)	\$ 58,966	\$ -		\$ -
5240	5240500	16023 (USDA Bond - Water Depr Resv)	53,067	-		-
5240	5240500	21071 (USDA Depreciation Reserve Wastewater Projects)	-	56,000		-
5240	5240500	21072 (USDA Depreciation Reserve Water Projects)	-	37,000		-
5240	5240500	25046 (SCADA System Upgrades)	-	245,000		-
Total CIP Revenue/Appropriations Carryforward			\$ 112,033	\$ 338,000	Total CIP Contract Balances to Carryforward	\$ -



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: 6/24/2025

File ID #: 25-1092

TO: Board of Directors
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: NCGSA 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Groundwater Sustainability Agency (NCGSA). (Fiscal Impact: \$2 million General Fund Expense and \$787,555 Net Use of Fund Balance; Napa County Groundwater Sustainability Agency; Discretionary)

BACKGROUND

The Board of Directors of the Napa County Groundwater Sustainability Agency (NCGSA) opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, NCGSA will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

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

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY
GROUNDWATER SUSTAINABILITY AGENCY ADOPTING THE AGENCY'S
RECOMMENDED BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, the Napa County Board of Supervisors adopted Resolution 2019-152 on December 17, 2019, electing to form the Napa County Groundwater Sustainability Agency ("NCGSA") to undertake sustainable groundwater management of the Napa Valley Subbasin; and

WHEREAS, the Board of Supervisors serves as the Board of Directors for the NCGSA which has those powers set forth in California Water Code section 10725 and following; and

WHEREAS, California Water Code section 10720 et seq. is silent as to budget requirements applicable to the NCGSA; and

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

WHEREAS, the Board of Directors desire to adopt the annual budget for NCGSA in accordance with the provisions of County Budget Act; and

WHEREAS, on May 29, 2025, a notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of the NCGSA for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or before May 30, 2025, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for NCGSA for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Napa County Groundwater Sustainability Agency as follows:

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

2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearings, is hereby adopted as the budget of the NCGSA for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 for the NCGSA is as follows:

Fund 2720	Groundwater Sustainability Agency	\$4,043,065
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4. Pursuant to California Government Code Section 29125, the Napa County Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

5. Any capital asset(s) not authorized by the Board during the recommended budget hearing process will be presented to the Board by the County Executive Officer for approval.

6. Pursuant to California Government Code Section 29093, the Auditor shall ensure that a copy of the adopted budget for the NCGSA for fiscal year 2025-2026 in the format prescribed by the Controller of the State of California shall be filed with the Secretary of the Board and the State Controller in the manner required by law not later than December 1, 2025.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board
held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name		Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
			Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1		2	3	4	5	6
Resort Improvement Districts						
5220	Lake Berryessa Resort Improvement District					
	52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
	52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
	52210 - LBRID - Debt Service	-	-	-	-	-
5240	Napa Berryessa Resort Improvement District		-	-	-	
	52400 - NBRID - Operations	106,706	-	106,706	-	-
	52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
	52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts		\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts						
2800	28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	234,653
2810	28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850	28500 - Silverado Community Services	197,699	-	-	-	197,699
2860	Monticello Cemetery District		-	-	-	
	28600 - Monticello Cemetery	57,262	-	-	-	57,262
	28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870	Community Facilities District - MST		-	-	-	
	28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
	28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875	28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts		\$ 2,806,625	\$ -	\$ 408,102	\$ -	2,398,523
Joint Power Agencies						
2700	27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	25,369
2720	27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830	28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060	Napa County Housing Authority		-	-	-	
	50600 - NCHA - Administration	723,337	-	-	-	723,337
	50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies		\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	2,152,441
Total Special Districts and Other Agencies		\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name		Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7	
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218	
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382	
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798	
5060 Napa County Housing Authority							
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337	
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762	
50605 - Restricted to operating reserves	680,000			30,000	-	710,000	
50605 - Restricted to facility replacement	345,000			15,000	-	360,000	
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497	
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252	



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: 6/24/2025

File ID #: 25-1073

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 March 31, 2025

RECOMMENDATION

Acceptance of donation report for quarter ending March 31, 2025. (Fiscal Impact: \$9,403 Revenue; Housing Authority Fund; Not 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 March 31, 2025, the Centers received a total of \$9,403 in cash donations.

Requested action: Accept donation report for quarter ending March 31, 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 Project	Cinco de Mayo Golf, Inc.	River Ranch	River Ranch	\$75,540.00
Subtotal				<u>\$75,540.00</u>

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				<u>\$46,088.89</u>

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				<u>\$9,403.31</u>

For the Quarter Ended June 30, 2025

Description	Donor	Center(s) Receiving Donation	Center(s) Utilizing Donation	Amount
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Total Cash Donations Received	\$122,107.57
Total Non Cash Donations Received	<u>\$8,924.63</u>
Total Donations Reported	<u>\$131,032.20</u>



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: 6/24/2025

File ID #: 25-1075

TO: Housing Authority Commissioners
FROM: Jennifer Palmer, Executive Director of Housing Authority
REPORT BY: Alex Carrasco, Project Manager
SUBJECT: Acceptance of Account Receivable and Pre-Paid Balance Write-Offs for Napa County Housing Authority

RECOMMENDATION

Accept and file account receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2025. (Fiscal Impact: \$1,200 Expense; Napa County Housing Authority Fund, Budgeted, Discretionary)

BACKGROUND

Napa County Housing Authority policy and procedures for Collection Monitoring of Prepaid Lodger Accounts (Section C-Write-off of Pre-Paid Lodger Accounts) and Collection Monitoring of Past Due Accounts (Section C-Past Due Accounts) require staff to make recommendations to the Authority to remove funds from revenue for lodgers who have departed at least 18 months. Staff request Account Receivable Write-off in the amount of \$870 and Pre-Paid Write-off in the amount of \$330.

The Authority has an Agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees, who are the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is \$17.00 per day.

Staff have engaged Napa County Auditor-Controller's Office (ACO) to perform quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2023-2024. Based on the most recent audit (Quarter ending Marcy 31, 2025), the ACO recommended the following write-offs: Accounts Receivable Total Recommended Write off-\$870, and Pre-Paid Balances Total Recommended Write off \$330.

Accounts Receivable Breakdown By Center

River Ranch - \$0

Calistoga - \$0

Mondavi - \$870

Pre-Paid Breakdown By Center

River Ranch - \$330

Mondavi - \$0

Calistoga - \$0

Staff will record an accounting entry to decrease revenue for approved abandoned accounts and increase a liability account as prescribed by the ACO. CHDC or the contract operator and Authority staff will maintain a list of abandoned accounts for five years. Should a lodger return during the retention period then any pre-paid balance that has not been remitted to the State of California shall be either a reduction to Lodger's fees if Lodger is staying on property or paid to individual by cash or check.

Requested Action:

Accept and file account receivable and pre-paid balance write-offs for Napa County Housing Authority as of March 31, 2025

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Farmworker Housing Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Napa County Housing Authority has created a write-off policy to be able to clear the books of old accounts.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The charges would stay on the books and keep showing up in audit reports.

ENVIRONMENTAL IMPACT

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

Acceptance of the Account Receivable and Pre-Paid Balance Write-Offs
for Napa County Housing Authority
(Lodgers, departed for at least 18 months as of March 30, 2025)

I. PrePaid Write-Offs

Center	Lodger Count	Amount
River Ranch	4	\$ 330.00
Mondavi	0	\$ -
Calistoga	0	\$ -
Total	4	\$ 330.00

Center	Date Lodger Departed	Lodger #	Prepaid Balance
River Ranch	10/26/2022	22-91	\$ 75.00
River Ranch	4/27/2023	23-07	\$ 105.00
River Ranch	3/25/2023	23-51	\$ 90.00
River Ranch	5/7/2023	23-53	\$ 30.00
River Ranch	5/7/2023	23-54	\$ 30.00
Total Recommended Pre-Paid Write-Offs			\$ 330.00

Contract operator's efforts to return funds: Phone Calls

II. Account Receivable Write-Offs

Center	Lodger Count	Amount
River Ranch	0	\$ -
Mondavi	2	\$ 870.00
Calistoga	0	\$ -
Total	2	\$ 870.00

Center	Date Lodger Departed	Lodger #	Account Receivable
Mondavi	10/10/2022	22-56	\$ 390.00
Mondavi	10/5/2022	22-111	\$ 480.00
Total Recommended A/R Write-Offs			\$ 870.00

Contract operator's efforts to collect funds: Phone Calls



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: 6/24/2025

File ID #: 25-1093

TO: Housing Authority Commissioners
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: NCHA 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Housing Authority (NCHA). (Fiscal Impact: \$45,000 Net Revenue (Increase in Reserves); Napa County Housing Authority; Discretionary)

BACKGROUND

The Commissioners of the NCHA opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, NCHA will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____ (NCHA)

**A RESOLUTION OF THE NAPA COUNTY HOUSING
AUTHORITY, STATE OF CALIFORNIA, ADOPTING
THE RECOMMENDED BUDGET OF THE HOUSING AUTHORITY
FOR FISCAL YEAR 2025-2026**

WHEREAS, the statutory procedures relating to the operation of a county housing authority which are set forth in the Health and Safety Code (commencing with section 34200, et seq.) provide that a county housing authority has all the powers necessary or convenient to carry out the purposes of the authority; and

WHEREAS, these statutory procedures do not directly address the budgetary process housing authorities should follow, but Health and Safety Code section 34327.6 provides that a budget must be prepared and filed with the Department of Housing and Community Development each year that an audit is required; and

WHEREAS, Government Code section 29002 provides that the statutory budgetary process applicable to counties shall apply to special districts whose affairs and finances are under the supervision and control of the Board of Supervisors; and

WHEREAS, the Napa County Housing Authority (hereafter the “Authority” or “NCHA”) has determined that this principle is, or should be, applicable in Napa County to housing authorities, such as the NCHA, whose affairs and finances are under the supervision and control of the Board of Supervisors; and

WHEREAS, to implement this determination the NCHA has previously adopted a resolution requiring that the budgetary process to be followed by the NCHA shall be the county budgetary requirements set forth in Chapter 1 of Division 3 of Title 3 of the California Government Code (commencing with section 29000) to the extent it is not inconsistent with the Housing Authorities Law; and

WHEREAS, notice of the availability of the budget and the date of the hearing on the budget was published on May 29, 2025, all pursuant to Government Code Section 29080; and

WHEREAS, the recommended budget of the NCHA for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or about May 30, 2025, in the manner required by law; and

WHEREAS, hearings were held by the NCHA, as designated in the published notice, to consider and discuss the various items contained in the recommended budget; there are no requests or applications on file with the NCHA for further hearings, the NCHA has declared the hearings concluded, and it is now the time to adopt the recommended budget of the NCHA for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Commissioners of the NCHA, as follows:

- 1. The Board hereby finds and determines that the foregoing recitals are true and correct.
- 2. That the recommended budget, including those changes adopted by the NCHA during the budget hearings, is hereby adopted as the budget of the NCHA for fiscal year 2025-2026, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.
- 3. That total financing requirements, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 are as follows:

Fund 5060 Division 50600	Administration	\$1,336,289
Fund 5060 Division 50605	Farmworker Centers	\$2,066,160
Total Fund 5060		\$3,402,449

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

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


- 5. Any capital asset(s) not authorized by the Authority Board during the recommended budget hearing process will, prior to acquisition, be presented by the Napa County Executive Officer, as chief executive officer for the Authority, to the Authority Board for approval.
- 6. Pursuant to California Government Code section 29093, a copy of the adopted budget for the Authority for fiscal year 2025-2026 shall be filed with the Secretary of the Authority and with the State Controller by the Authority’s Auditor as required by law.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:

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

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<div>APPROVED AS TO FORM Office of County Counsel</div> <div>By: </div> <div>_____ County Counsel</div> <div>Date: June 18, 2025</div>	<div>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</div> <div>Date: _____ Processed By: _____</div> <div>_____ Deputy Clerk of the Board</div>	<div>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</div> <div>By: _____</div>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	\$ 2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	\$ 2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	\$ 4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-1135

TO: Housing Authority Commissioners

FROM: Jennifer Palmer, Director of Housing & Community Services

REPORT BY: Emma Moyer, Staff Services Manager

SUBJECT: Approval of Budget Adjustment for Acceptance of Commercial Dishwashers and a Water Contingency Plan for the Farmworker Centers.

RECOMMENDATION

Approve and authorize acceptance of a donation totaling \$79,000 from Department of Water Resources to replace and install three commercial dishwashers, plus technical assistance services, for development of a state-mandated water contingency plan and the related Budget Amendment. (Fiscal Impact: net zero; Housing Authority Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Housing Authority (NCHA) partnered with the Department of Water Resources (DWR) to replace 3 commercial dishwashers at the Napa County Farmworker Centers, as well as technical assistance for the development of a Water Contingency Plan as part of their Small Suppliers Water Conservation Assistance Program. DWR removed the existing commercial kitchen dishwashers that were outdated and at the end of their useful life and installed energy star dishwashers at all three Centers. Additionally, they developed an abridged water shortage contingency plan to guide the conservation of water supply and protect water system in times of water supply shortage or water emergency. This is a state mandated requirement typically provided to NCHA at cost by another provider.

Today's action requests the acceptance of a donation from the Department of Water Resources to replace three dishwashers at the Mondavi, River Ranch and Calistoga Farmworker Centers, as well as accept a state-mandated Water Contingency Plan. Today's action requests approval of a budget adjustment of \$79,000.

Requested Actions:

1. Approve purchase of capital equipment at each of the Farmworkers Centers totaling \$59,000, Fund 5060 (\$19,666 for 5060501, \$19,667 for 5060502 & \$19,667 for 5060503)
2. Approve a Budget Amendment to increase appropriations of \$59,000 in Equipment, increase Water Treatment Services \$20,000, offset with an increase in Donations

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary in that there is no mandate to replace the dishwashers or accept a water contingency plan from DWR.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If not approved, the County will not be able properly wash or sanitize dishes at the Farmworker Centers and would need to contract with another provider to complete the state-mandated Water Contingency Plan.

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
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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-951

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building, and Environmental Services

REPORT BY: Dana Morrison, Supervising Planner PBES

SUBJECT: Approve Amendment No. 1 to Agreement 230068B with Moore Iacofano Goltsman, Inc. (MIG) to extend and amend contract services

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230068B with Moore Iacofano Goltsman, Inc. to extend the term through June 30, 2026, reducing the annual contract maximum from \$24,500 to \$14,250, and update the scope of work for continued website assistance and support to the Napa County Watershed Information & Conservation Council (WICC). (Fiscal Impact: \$14,250; Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

In July of 2022, the County entered into Agreement No. 230068B with Moore Iacofano Goltsman, Incorporated (MIG) to provide assistance and support to the Napa County Watershed Information & Conservation Council (WICC). MIG has assisted the Natural Resources Division (the Division formerly managing the WICC) for the past three years by maintaining, operating, updating, and providing support for the WICC's online web center. This website serves as a repository for past WICC Agendas and Minutes and provides resources and information for the public on topics such as watersheds, fish and wildlife, climate and weather, etc. Management of the WICC has recently been transferred from the Natural Resources Division to the Conservation Division. The current MIG contract expires at the end of June 2025. While the Conservation Division is working to reimagine the WICC, it is recommended to continue the maintenance of the WICC website and to extend the contract with MIG.

The County would now like to amend the existing Agreement 2300068B to extend the contract for another year, with automatic renewal each year, unless terminated earlier in accordance with the original contract, amend the scope of work to cover necessary services, and allocate the expenditure of up to \$14,250 annually, which is a reduction from the previous allocation of \$24,500.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 230068B with MIG.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Natural Resources Division 17040
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Agreement will strengthen County's public education and outreach efforts on watershed issues
Is the general fund affected?	Yes
Future fiscal impact:	This agreement maximum of \$14,250 will continue to be budgeted for in future fiscal years
Consequences if not approved:	WICC website would not be hosted or maintained
Additional Information	Effective and Open Government

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 230068B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230068B is made and entered into as of this 24th day of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MOORE IACOFANO GOLTSMAN, INCORPORATED, a California corporation, whose business address is 800 Hearst Avenue, Berkeley, CA 94710 hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230068B (the "Agreement") on July 1, 2022, for the purposes of assisting the COUNTY with the maintenance, operation, update and support of the online web center for the Napa County Watershed Information & Conservation Council (WICC) including maintaining groundwater and water resources web services; and

WHEREAS, COUNTY AND CONTRACTOR now wish to extend the term of the Agreement and allow for annual automatic renewal, unless either party gives the other written notice of intention not to renew no less than thirty (30) days prior to the expiration of the current term, with each term ending on June 30 of each year, amend the scope of services, and decrease the maximum annual compensation.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend Agreement No. 230068B as follows:

1. Paragraph 1, of the Agreement as to term of the agreement is hereby amended in full to read as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30 of each year, unless terminated earlier in accordance with the original contract (Napa County Agreement NO. 230068B) Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
2. Paragraph 2, Scope of Services is hereby amended in full to read as follows:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1", attached hereto, and incorporated by reference herein.

EXHIBIT "A-1"

SCOPE OF SERVICES

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

TASK 1: Software as a Service (SaaS) Platform -\$9,250

MIG's SaaS platform is built upon the Amazon Web Services (AWS) cloud infrastructure and has been designed to ensure high performance and availability (99.9% uptime). When performing any maintenance with the potential of causing a service interruption, MIG schedules this activity to occur during our nighttime maintenance window, between 10:00 pm and 2:00 am Pacific Time.

MIG makes every effort to perform such maintenance without disrupting services, including integrating redundancy features throughout our SaaS web platform, nevertheless, depending on the type of work being performed, interruptions in service may occur during this nighttime maintenance window.

From time to time, MIG may also need to perform maintenance outside of our standard nightly maintenance window. For any potentially disruptive maintenance actions outside of the standard nighttime maintenance window, MIG will provide Napa County with a 24-hour notice before performing any activity. This notification will be emailed to the Project Manager or Napa County's primary contact. Please note that disruptive maintenance is exceptionally rare.

MIG technical staff are alerted automatically whenever key SaaS platform performance measures (e.g., downtime or response time) drop below preset thresholds. These paging instances are tracked and responded to ASAP. In addition, MIG provides our SaaS clients with access to a performance dashboard, enabling real-time insight into your website's SaaS performance.

The MIG technical support team provides phone and email technical support, Monday through Friday, 8:30 am to 5:30 pm (Pacific Time). Support inquiries or requests should be emailed to our help desk ticket system at websupport@migcom.com. Support requests are responded to no later than the next business day.

Deliverables

- Provide hosting for the website on an annual basis
- Monitor website performance, uptime, user traffic, and security
- Perform security & platform maintenance on the website as needed
- Annual renewal of the domain name

TASK 2: Website Updates, Enhancements, or Staff Support - \$5,000

At the discretion of Napa County staff, the MIG team will customize and enhance the website or provide additional web services on a time and materials basis with a not-to-exceed annual amount of \$5,000.

Deliverables

- Provide a single point of contact for all requests and operations
- Enhance or modify the website as needed
- Train or support Napa County staff as needed

SCHEDULE

The above tasks will be completed according to the proposed schedule below:

Task 1: Software as a Service (Saas) Platform

Ongoing

Task 2: As Needed Web Design, Development, and Technology Services

MIG will provide a schedule when services are requested by Napa County Staff.

BUDGET TOTAL

The proposed budget for **Tasks 1 through 2 shall be no more than \$14,250 per fiscal year.** The allocation of funds within this budget amount may be adjusted by task in accordance with work actually performed in consultation with the COUNTY. CONTRACTOR will not exceed this budget amount unless specifically authorized to do so.

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"

CONTRACTOR COMPENSATION RATE SHEET

2025-in perpetuity until either party submits written notice of intention as noted under Term of the Agreement.

Principal, Director of Technology Services.....	\$225/hr
Production Manager	\$150/hr
Technical Project Manager	\$180/hr
Front End Developer	\$165/hr
Director of Web Engineering.....	\$205/hr
Sr. Software Architect	\$220/hr
Project Associate.....	\$115/hr
Art Director	\$205/hr
Designer.....	\$120/hr



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: 6/24/2025

File ID #: 25-1124

TO: Board of Supervisors

FROM: Brian D. Bordona, Director - Planning, Building & Environmental Services

REPORT BY: Christina Adamson, Deputy Director - Planning, Building & Environmental Services

SUBJECT: Approval of Amendment No. 2 to Agreement No. 170591B with West Coast Code Consultants and Amendment No. 4 to Agreement No. 200066B with CSG Consultants Inc.

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 170591B with West Coast Code Consultants and Amendment No. 4 to Agreement No. 200066B with CSG Consultants to extend the term of the agreements to June 30, 2026, to assist with building plan review, inspections and fire prevention services as needed with no change to the annual maximums. (No Fiscal Impact; Discretionary)

BACKGROUND

West Coast Code Consultants

On November 8, 2016, the County entered into an agreement with West Coast Code Consultants to assist with the review of building plans and code compliance inspections. In June of 2022, the Board approved Amendment No. 1 to extend the terms of this agreement through June 2023 with an automatic renewal extending through June 2025, with no change in the annual maximum of \$100,000.

CSG Consultants

On July 10, 2019, the County entered into an agreement with CSG Consultants to assist with the review of building plans, inspections and fire prevention services. In November 2019, the Board approved Amendment No. 1 to increase the annual contract maximum to \$185,000. In May 2021, the Board approved Amendment No. 2 increasing the yearly contract maximum to \$215,000. In May 2022, the Board approved Amendment No. 3 to extend the term of the agreement through June 2023 with an automatic renewal extending through June 2024, with no change in the annual maximum of \$215,000.

West Coast Code Consultants and CSG Consultants have been essential in the ability to retain plan review performance goals and has proved to the County over the years that they are able to provide competent and timely services. The option to use a contractors when needed provides flexibility to handle staffing and response times for the spikes in permitting, plan review, and field construction inspections.

West Coast Code Consultants and CSG Consultants are not a sole source contracts. In recent years, the level of construction activity has been fairly high and the availability of experienced plans examiners has been very

limited. Staffing levels can be unpredictable based on staff leaves, shifting resources, and turnover; and the availability of consulting resources to fill temporary gaps has been critical to maintaining services. Planning Building and Environmental Services (PBES) currently has a standing contract with another building plan review firm, Interwest Consulting Group. This has provided staff with options in an effort to process applications quickly, by routing them to available consultants when our staffing levels don't support timely responses. If the workload significantly decreases and/or increases in the coming year, we can easily adjust the use of these contracts, as there is no guaranteed minimum amount, and rather a set maximum amount annually.

The Building Division collects a plan review fee from the applicant which fully covers the cost of these outside plan review services.

Requested Action:

1. Approve and authorize Amendment No. 2 to Agreement No. 170591B with West Coast Code Consultants to extend the terms of the agreement to June 30, 2026, with an automatic renewal for no more than two (2) additional years, to assist with building and code compliance plan review as needed with no change to the annual maximum.
2. Approve and authorize Amendment No. 4 to Agreement No. 200066B with CSG Consultants to extend the terms of the agreement to June 30, 2026, with an automatic renewal for no more than two (2) additional years, to assist with building plan review, inspections, fire prevention services as needed with no change to the annual maximum.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Consequences if not approved:	Building Plan Review and inspections response times and performance goals may not be consistently met when there are fluctuations staffing levels and/or workload volume.

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. 170591B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 170591B is made and entered into in Napa County, California, this ____ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and West Coast Code Consultants, a California Corporation, whose mailing address is 12647 Alcosta Boulevard, Suite 445, San Ramon, California 94583, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are collectively referred to in this Amendment as "Parties".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 170591B (the "Agreement") on November 8, 2016, to provide permit center support services including those of an International Code Council (hereafter "ICC") Certified Plans Examiner to review certain development plans for code compliance and plan check; and

WHEREAS, the Parties have previously amended the Agreement to extend the term of the agreement to June 30, 2025; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to amend the scope of services and extend the term.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 170591B as follows:

1. Exhibit "A-1" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "A-2" and all references in the Agreement to Exhibit "A" or "A-1" shall mean Exhibit "A-2".
2. Paragraph 1 & 3 are hereby amended as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2026, except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration

date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing July 1 and ending on June 30.

3. Compensation.

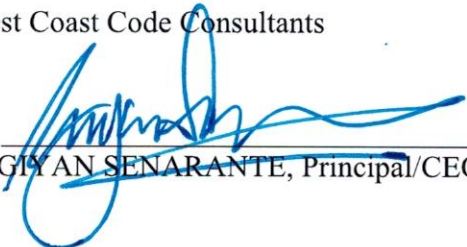
- (a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "A-2" attached hereto and incorporated by reference herein.
- (b) Expenses. No travel or other expenses will be reimbursed by the County.
- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this agreement shall not exceed One Hundred Thousand Dollars (\$100,000) per fiscal year, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

3. Excepted as provided in paragraphs 1 and 2 above, the terms and provisions of the Agreement shall remain in full force and effect.
4. The Parties acknowledge that this Amendment shall be effective as of July 1, 2025, and shall apply from that date forward.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

West Coast Code Consultants

By 
GIVAN SENARANTE, Principal/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>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>Date: <u>June 9, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-2 FEE SCHEDULE

WC ^a PROPOSED FEE AND RATE SCHEDULE - FISCAL YEAR 2025/2026 <i>(Additional terms and conditions follow)</i>	
FIXED FEES*	
COMPREHENSIVE RESIDENTIAL PLAN REVIEW <i>(Life Safety, Structural, MEP, Accessibility, CALGreen, Title 24)</i>	65% of Plan Review Fees
COMPREHENSIVE NON-RESIDENTIAL PLAN REVIEW <i>(Life Safety, Structural, MEP, Accessibility, CALGreen, Title 24)</i>	65% of Plan Review Fees
RESIDENTIAL STRUCTURAL ONLY PLAN REVIEW <i>(Full Structural review by a registered California Engineer)</i>	40% of Plan Review Fees
NON-RESIDENTIAL STRUCTURAL ONLY PLAN REVIEW <i>(Full Structural review by a registered California Engineer)</i>	45% of Plan Review Fees
Project Valuation > \$250,000	Per Hourly Rates Below
Revisions, Deferred Submittals, RFI's etc.	Per Hourly Rates Below
Minimum Plan Review	2-Hour per Hourly Rate Schedules
Expedited Plan Review	150% Per Hourly Rate Schedules
HOURLY RATES *	
ICC Certified Building Official	\$180/Hr
Senior Project Manager	\$170/Hr
Structural Plan Review Engineer (Registered SE)	\$155/Hr
Building Plan Review Engineer (Registered PE)	\$150/Hr
Certified Fire Plans Examiner	\$145/Hr
Certified Building Plans Examiner	\$145/Hr
CASp Plans Examiner / Inspector	\$155/Hr **
Certified Senior Building Inspector	\$155/Hr **
Certified Building Inspector III	\$150/Hr **
Certified Building Inspector II (Commercial)	\$145/Hr **
Certified Building Inspector I (Residential)	\$125/Hr **
Permit Technician / Administrative Support	\$95/Hr
MISCELLANEOUS SERVICES	
Reimbursable Expenses	At Cost + 10%
Mileage Expenses	IRS Standard Rate + Staff Hourly Rate

TERMS & CONDITIONS

- **Annual Hourly Rate Adjustment** – WC3's proposed hourly rates are applicable through June 30, 2026. Hourly rates are subject to an annual increase based on a minimum 3% cost-of-living, the Engineering News Record's (ENR) Construction Cost Index (CCI), or the Consumer Price Index - Urban (CPI-U); whichever is greater.
- **Fixed Fee Plan Review Services** – Plan check services include an initial review, second review, and minor third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the County.
- **Preliminary, Revisions and Deferred Submittals** – Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals, etc., will be completed on an hourly basis with a minimum charge of 2 hours and a mutually acceptable not-to-exceed amount.
- **Expedited Plan Review** – Expedited plan review may be accommodated upon request with 24 hours notice. This service will be accommodated for both percentage based and fixed fee/contract rate packages, as well as for hourly rate contracts and services.
- **Electronic Plan Review** – Electronic plan review services will be performed for percentage based plan review services facilitated off-site at WC3 office locations, as well for hourly plan review projects. WC3 will automatically coordinate all processes.
- **** Prevailing Wage Assignments** – Proposed hourly rates for inspection services are not applicable to prevailing wage assignments. Any prevailing wage assignments will be based on current prevailing wage rates mandated by Department of Industrial Relations (DIR).
- **On-Site, In-House or Inspection Services** – On site or in-house services (plan review, permit technician, CBO services) will be provided in eight (8) hour segments. A four (4) or eight (8) hour minimum is required for all requested inspection services.
 - **Overtime** – On-site, in-house or inspection services more than forty (40) hours a week, overtime work, holiday work, weekend work, etc. will be invoiced as follows:
 - **Overtime** – One hundred fifty percent (150%) of regular rates. Overtime is defined as working more than forty (40) hours a week, more than eight (8) hours a day or more than six (6) consecutive days in a week.
 - **Double Overtime** – Two hundred percent (200%) of regular rates. Double overtime is defined as working more than twelve (12) hours a day or working more than eight (8) hours on the seventh consecutive day of work.
- **Holidays and Weekends** – Two hundred percent (200%) of regular rates.
- **Reimbursable Expenses** – Reimbursable expenses (i.e. courier/delivery charges, specialized equipment rentals or printing costs) will be authorized prior to charge and billed at actual cost + 10% mark up.
- **Mileage Expenses** – When applicable, reimbursements for mileage are for the use of personal automobiles within the County's limits, typically for Building Inspectors. Reimbursements for mileage are applicable to the staff hourly rate plus the Internal Revenue Service's (IRS) standard mileage rate.

- **Invoicing Procedures** – *At the beginning of each month, WC3 will furnish an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record, if applicable, of the month's actual reimbursable and mileage expenditures.*

**AMENDMENT NO. 4 TO
NAPA COUNTY AGREEMENT NO. 200066B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 4 OF NAPA COUNTY AGREEMENT NO. 200066B is made and entered into in Napa County, California, this ____ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CSG Consultants, Inc., a California Corporation, whose mailing address is 2150 River Plaza Drive, Suite 255, Sacramento, CA 95833, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are collectively referred to in this Amendment as "Parties".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 200066B (previously referred to as Napa County Agreement No. 200066C) (the "Agreement") on July 10, 2019, to obtain building plan review, field inspection and fire prevention services; and

WHEREAS, the Parties have amended the Agreement three times to increase the maximum compensation payable to the CONTRACTOR for services provided, and to extend the term of the agreement to June 30, 2025; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term of the agreement beyond Fiscal Year 2024/25 and provide for additional years of automatic renewal, effective July 1, 2025.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 200066B as follows:

1. Exhibit "B" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "B-1" and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".
2. Paragraphs 1 and 3 are amended to read in full as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2026, except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the

obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing July 1 and ending on June 30.

3. Compensation.

- (a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACT at the rates set forth in Exhibit "B-1" attached hereto and incorporated by reference herein.
- (b) Expenses. No travel or other expenses will be reimbursed by the County.
- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this agreement shall not exceed Two Hundred and Fifteen Thousand Dollars (\$215,000) per fiscal year, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.


[REST OF PAGE INTENTIONALLY LEFT BLANK]

3. Excepted as provided in paragraphs 1, 2, and 3 above, the terms and provisions of the Agreement shall remain in full force and effect.
4. The Parties acknowledge that this Amendment shall be effective as of July 1, 2025, and shall apply from that date forward.

IN WITNESS WHEREOF, this Amendment No. 4 to the Agreement was executed by the parties hereto as of the date first above written.

CSG CONSULTANTS INC.

By 
Cyrus Kianpour, President

By 
Nourdin Khayata, Secretary

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>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>Date: <u>June 9, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT B-1 FEE SCHEDULE

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
Off-Site Building Plan Review by Percentage	
Full Building Plan Review by Percentage (\$1M Valuation or Less)	55% of Agency's Building Plan Check Fees
Full Building Plan Review by Percentage (Greater than \$1M Valuation)	65% of County's Building Plan Check Fees
Structural Only Plan Review by Percentage	45% of Agency's Building Plan Check Fees
Expedited Plan Review by Percentage	90% of Agency's Building Plan Check Fees
Minimum Per Plan Review (Except for Residential Solar)	\$250
Building Plan Review Hourly Rates (Minimum 1-hour Per Submittal)	
Building Plan Review	\$135
Structural Only Plan Review	\$160
CASp Plan Review/Consultation	\$160
Residential Rooftop/Ground-Mounted Solar Energy Systems	1-hour minimum
Expedited Plan Review/Overtime (Hourly)	1.5 x Hourly Rate
Building Department Services	
Permit Technician (Remote/On-Site)	\$80
Senior Permit Technician (Remote/On-Site)	\$90
CASp Inspection	\$160
Building Inspector	\$115
Combination Building Inspector	\$125
Deputy Building Official	\$160
Building Official	\$175
Building Department Special Projects*	\$160
Administration/Plan Processing*	\$85-\$150
Fire Prevention Services	
Fire Plan Review	\$180
Fire Inspection	\$180
Fire Protection Engineer	\$275
Expedited Plan Review	1.5 x Hourly Rate

TERMS & CONDITIONS

- All plan review based on percentage of the agency's plan check fees includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate.
- Minimum percentage plan review fee per project excludes Solar, ESS, or EVCS reviews.

- *RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.*
- *Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the agency and CSG.*
- *Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding.*
- *Overtime/services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *Services provided on weekends will be billed at 2x the applicable hourly rate.*
- *Hourly rates for publicly funded projects will be based on current prevailing wage rates.*
- *On July 1 or the anniversary of the contract start date, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.*
- *For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.*

****Building Department Special Projects** may include developing and establishing the following: building department workflows and relationships with other internal agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the agency.*

****Administration/Plan Processing** fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.*



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: 6/24/2025

File ID #: 25-1123

TO: Board of Supervisors
FROM: Amanda Gibbs, Chief Probation Officer
REPORT BY: Ferlyn Buenafe, Probation Administrative Manager
SUBJECT: Agreement with Think Hopeful, Amendment No. 1

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250072B, with Think Hopeful, Inc. for \$49,500 annually for July 1, 2025 to June 30, 2026 with two one-year extensions to provide an online platform for mental wellness services. (Fiscal Impact: \$49,500 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Think Hopeful is a mental wellness organization that combines the elements of a human-centered approach and technology to bring mental wellness to communities that do not typically seek support because of cultural or professional stigma, accessibility issues, and lack of social support.

The vendor provides customized In-Person Services (wellness training, workshops and small support groups tailored to be interactive, engaging, practical, reflecting real-time needs, and based on the frame of reference of the Probation Officers/staff) and Online Platform and Associated Services (24/7 accessible, anonymous, confidential, safe, proactive, and culturally responsive human-centered online platform with 1:1 support, workshops and interactive social support).

Services for support are available every day - after hours, weekends and holidays. Highlights of Think Hopeful's services include 1:1 Wellness Support; Real-time mental wellness groups; services that are culturally and linguistically focused; science based, and solution focused; and 24/7 accessibility on any device. There is guidance provided by dedicated wellness coaches and wellness groups. In-person workshops are customized for attendees and are interactive, engaging, and offers coping tools to manager stressors in professional and personal life.

The original contract was signed by the Department Head. Consistent with the County's Purchasing policy, this Amendment now requires approval by the Board.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 250072D with Think Hopeful, Inc. for the term July 1, 2025 through June 30, 2026 with two annual extensions, not to exceed \$49,500 each fiscal year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Services provided by Think Hopeful offer a peer community that is safe and anonymous, promoting increased self-awareness, building healthy habits, and strong social support.
Is the general fund affected?	Yes
Future fiscal impact:	Future appropriations will be budgeted accordingly.
Consequences if not approved:	If not approved, Probation staff will not have access to a 24/7 virtual platform which provides online community and various features to wellness.

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. 250072D
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250072D is made and entered into as of this 1st day of July, 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and THINK HOPEFUL, INC., whose business address is 5311 Roxburghe Court, San Jose, CA 95138, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on July 1, 2024, COUNTY and CONTRACTOR entered into Napa County Agreement No 250072D (the “Agreement”), under which CONTRACTOR agreed to provide an online platform for mental wellness services; and

WHEREAS, the Chief Probation Officer previously approved Napa County Agreement No. 250072D, and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term of the Agreement an additional three (3) fiscal years; and

WHEREAS, consistent with the COUNTY’s Purchasing Policy, this Amendment to the Agreement now requires approval by the Board of Supervisors; and

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

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 250072D as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on July 1, 2024 and shall expire on June 30, 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 fiscal year, under the terms and conditions then in

effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3 is hereby 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 rate set forth in Exhibit “B-1”, 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 FORTY-NINE THOUSAND, FIVE HUNDRED DOLLARS (\$49,500) each fiscal year for professional services and 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.

3. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit “B” shall mean Exhibit “B-1” attached to Amendment No. 1.

4. Paragraph 29 is hereby added to read in full as follows:

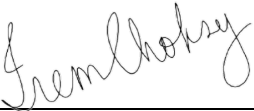
Signatures.

This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement No. 250072D was executed by the parties hereto as of the date first above written.

THINK HOPEFUL, INC.

By 
IREM CHOKSY
CHIEF EXECUTIVE OFFICER AND PRESIDENT

By 
NADIM RAHMAN
CHIEF OPERATING OFFICER AND SECRETARY

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State
of California

By: _____
ANNE COTRELL, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u></p> <p>Date: <u>June 4, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “B-1”

COMPENSATION REIMBURSEMENT

To provide suite of services in *Exhibit A* during a 12-month period for 130 COUNTY Probation officers and staff for \$45,500.

CONTRACTOR shall invoice COUNTY 50% of the contract maximum each fiscal year by July 30th and the remaining balance shall be invoiced no later than December 31st each year.

For additional Wellness Workshop (support group), above the three (3) sessions indicated in *Exhibit “A”*, CONTRACTOR to deliver services virtually. The fee shall range between \$700 to \$1,000 depending on the needs and intensity of an unseen situation. COUNTY and CONTRACTOR shall agree in writing prior to the commencement of this service.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-426

TO: Board of Supervisors
FROM: Tracy A. Schulze - Auditor Controller
REPORT BY: Tracy A. Schulze - Auditor Controller
SUBJECT: Napa County Community Facilities District 2012-1 Fiscal Year 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Line Project. (Fiscal Impact \$644,593 Net Use of Fund Balance; Milliken-Sarco-Tulocay Fund; Discretionary)

BACKGROUND

The Governing Board of the Napa County Community Facilities District 2012-1 (CFD 2012-1) opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for the adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes the budget authority for Fiscal Year 2025-26
Consequences if not approved:	Without budget adoption, CFD 2012-1 will not have spending authority in Fiscal Year 2025-26 and would default on their State loan repayment.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Napa County Board of Supervisors, acting as a responsible

agency pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines, Section 15096, has considered the environmental effects of the Project both in a comprehensive Environmental Impact Report (EIR) - in December 2009 - and in a subsequent Addendum (November 2013). The Federal (NEPA) aspect of this Project has also been addressed - through both documents - and has been certified by the North Bay Water Reuse Authority - of which both the County and NSD are members - and its lead agency, the Sonoma County Water Agency.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR NAPA COUNTY COMMUNITY FACILITIES DISTRICT NO. 2012-1 (MST RECYCLED WATER LINE PROJECT) FOR THE FISCAL YEAR 2025-2026

WHEREAS, Napa County Community Facilities District No. 2012-1 (MST Recycled Water Line Project, hereafter “CFD No. 2012-1”) was formed pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with sections 53311, et seq.); and

WHEREAS, the Act is silent as to budget requirements applicable to CFD No. 2012-1; and

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

WHEREAS, the Napa County of Supervisors (“Board”) desires to adopt the annual budget for CFD No. 2012-1 in accordance with the provisions of County Budget Act; and

WHEREAS, the recommended budget of CFD No. 2012-1 for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed according to law; and

WHEREAS, notice of the availability of the recommended budget and the date of the hearing on the budget were published on May 29, 2025, all pursuant to Government Code section 29080; and

WHEREAS, hearings were held by CFD No. 2012-1, as designated in the published notice, to consider and discuss the various items contained in the recommended budget; there are no requests or applications on file with CFD No. 2012-1 for further hearings, CFD No. 2012-1 has declared the hearings concluded, and it is now the time to adopt the recommended budget of CFD No. 2012-1 for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Napa County, California, acting as the governing body of the CFD No. 2012-1, as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. That the recommended budget, including those changes adopted by CFD No. 2012-1 during the budget hearings, is hereby adopted as the recommended budget of CFD No. 2012-1 for fiscal year 2025-2026, including the approved appropriations by general class, capital assets, and reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.

3. That total financing requirements, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 are as follows:

Fund 2870	CFD No. 2012-1	\$ 1,054,898
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4. That the 2025-2026 appropriations limit, calculated in conformity with Division 9 of Title 1 of the California Government Code (commencing with section 7900), is \$3,241,580,979 and the total annual appropriations subject to the limitation are \$315,383.

5. Pursuant to California Government Code section 29125, the Napa County Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

6. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing(s) for the CFD will be presented by the County Executive Officer to the Board of Supervisors for approval.


7. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for the CFD for fiscal year 2025-2026 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2025.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:

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

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By:</p> <p></p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	\$ 158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	\$ 2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	\$ 2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	\$ 4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-628

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Kelli Remboldt, Staff Services Analyst I
SUBJECT: Adoption of a Resolution Authorizing the Transfer of Funds to Lake Berryessa Concessions

RECOMMENDATION

Adopt a Resolution authorizing the transfer of \$250,000 from the General Fund to the Lake Berryessa Concessions funds to pay for County expenses until the Lake Berryessa resorts are operating and generating revenue. (Fiscal Impact: \$250,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

In March 2020, the federal Bureau of Reclamation (BOR) and the County entered into Managing Partner Agreement No. 20-LC-20-2623 (Napa County Agreement No. 200285B), for the administration, operation, maintenance and development of up to 7 public recreation facilities at Lake Berryessa. The County is currently pursuing development of concessions and related recreational opportunities at 4 of the 7 sites.

The Concessions Manager position and associated costs were a part of the County Executive Office Budget. Starting Fiscal Year 2023-2024, this division became part of the Public Works Department, and a new fund was created for the operation of Lake Berryessa Concessions. This fund is intended to be self-sustaining, eventually funded solely by revenue generated by the development and operation of concessions at Lake Berryessa. Until the concession areas are developed, opened to the public and generating revenue, efforts to bring concessions and related recreational opportunities to Lake Berryessa must be funded in part by the County. The BOR is currently reimbursing the County for 50% of the County's "operational deficit" at Lake Berryessa, which is the difference between revenue received by the County and the costs and expenses incurred in developing and managing concessions.

Per the terms of the Managing Partner Agreement between the BOR and the County, BOR will provide financial assistance for the first five years. Fiscal year 2025-26 is the fifth and final year of BOR's financial commitment.

Because the Lake Berryessa Concessions Fund needs sufficient cash to operate, a transfer from the General

Fund is requested in the amount of \$250,000. The intent is for Lake Berryessa Concession to reimburse the General Fund once concessions at Lake Berryessa are generating revenue and there is sufficient cash in the Lake Berryessa Concessions Fund to make the repayment.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	It is included in the Recommended Fiscal Year 2025-2026 Budget in both General Fund Non-Departmental 1050000 and Lake Berryessa Concessions 5080000, pending budget adoption on 6/24/25.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Requested approval is necessary for Lake Berryessa Concession to have enough cash to operate.
Is the general fund affected?	Yes
Future fiscal impact:	The intent is for Lake Berryessa Concession to reimburse the General Fund once concessions at Lake Berryessa are generating revenue and there is sufficient cash in the Lake Berryessa Concessions Fund to make the repayment.
Consequences if not approved:	The Lake Berryessa Concessions Fund will not have sufficient cash to operate.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, TRANSFERRING FUNDS AND EXPRESSING AN
INTENT TO REIMBURSE THE GENERAL FUND FOR CONTRIBUTIONS
MADE TO THE LAKE BERRYESSA CONCESSIONS FUND**

WHEREAS, in March 2020, the Bureau of Reclamation (BOR) and the County entered into Managing Agreement No. 20-LC-20-2623 (Napa County Agreement No. 200285B) for the administration, operation, maintenance and development of recreation uses and facilities at Lake Berryessa Area Project Lands; and

WHEREAS, the Concessions Manager position and associated cost were a part of the County Executive Office budget. Starting Fiscal Year 2023-2024 this division was moved to a new fund created for the operation of Lake Berryessa Concessions under the management of the Public Works Department; and

WHEREAS, the Concessions Manager develops requests for proposals for concessions contracts, and manages the future development and operation of up to seven concessions sites at Lake Berryessa; and

WHEREAS, the Lake Berryessa Concessions Fund, effective July 1, 2023, was created for the management and operation of concessions at Lake Berryessa; and

WHEREAS, the Lake Berryessa Concession Fund is intended to be self-sustaining, eventually funded solely by revenue generated by the development and operation of concessions at Lake Berryessa; and

WHEREAS, until the concession areas are developed, opened to the public and generating revenue, efforts to bring concessions and related recreational opportunities to Lake Berryessa must be funded in part by the County; and

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors, that the transfer of \$250,000 from the General Fund (Fund 1000, Division 10500, Sub-division 1050000) to the Lake Berryessa Concessions Fund (Fund 5080, Division 50800, Sub-division 5080000), is hereby authorized.

BE IT FURTHER RESOLVED, that the Board of Supervisors intends that the Lake Berryessa Concessions Fund reimburse the General Fund once concessions at Lake Berryessa are generating revenue and there is sufficient cash in the Lake Berryessa Concessions Fund to make the repayment.

BE IT FURTHER RESOLVED, that any federal funds received from the BOR for concessions at Lake Berryessa shall not be used to reimburse the General Fund.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
held on the 24th day of June, 2025, by the following vote:

AYES: SUPERVISORS _____

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

NAPA COUNTY, a political subdivision of
the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>June 2, 2025</u> PL Doc. No. 132596</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-737

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Dewey Phan, Assistant Engineer
SUBJECT: Reject all Bids and authorize the Director of Public Works to re-advertise the "Mt. Veeder Road MPM 3.5, RDS 25-18" Project

RECOMMENDATION

Reject all Bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Mt. Veeder Road MPM 3.5, RDS 25-18 project. (No Fiscal Impact)

BACKGROUND

On November 20, 2024, a 72-hour storm event caused slides at Mount Veeder Road mile post markers (MPM) 3.5. Additional slides occurred at Mount Veeder in February of 2025 when a new significant storm hit the county. After approving some funding and design for the repairs, the Board authorized advertising for the project on May 6, 2025, and the Public Works staff opened bids on June 12, 2025, with the total bids listed below:

E.E. Gilbert Construction, Inc.	Martinez, CA	\$1,374,664
Maggiora & Ghilotti, Inc.	San Rafael, CA	\$1,596,614
Ground Control, Inc.	San Francisco, CA	\$1,690,018
Rege Construction, Inc.	Cloverdale, CA	\$1,702,195
Rehak General Engineering LLC	Auberry, CA	\$1,732,014
Vaca Valley Excavating & Trucking	Vacaville, CA	\$1,746,808
Gordon N. Ball, Inc.	Walnut Creek, CA	\$1,984,395
Steelhead Constructors JV	Redding, CA	\$2,099,713

In reviewing the bids and the project schedule, staff determined that it is in the best interests of the County to reject all bids, re-advertise the project with revisions to schedule, and to target award at the July 22, 2025 Board of Supervisors meeting.

Requested Actions:

1. Reject all Bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Mt. Veeder Road MPM 3.5, RDS 25-18 project.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The repairs are needed to prevent further damage and ensure public safety
Is the general fund affected?	No
Future fiscal impact:	Funding will be needed in FY 24-25 or FY 25-26 for final design, permitting and construction. Permits may require mitigation planting and monitoring for up to 10 years after construction completion.
Consequences if not approved:	More of the roadway could be lost potentially locking residents in and result in a major disruption to traffic flow in the area

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].

Project 25021		Mount Veeder Rd MPM 3.5, RDS 25-18				6/24/2025
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	\$1,700,000	\$0	\$0	\$0	0%	\$0
20% Construction Contingency	\$340,000	\$0	\$0	\$0	0%	\$0
Design and Engineering Consultant	\$427,842	\$0	\$427,842	\$129,407	30%	\$298,435
Engineering Consultant Contingency	\$35,000	\$0	\$35,000	\$0	0%	\$35,000
Construction Management	\$181,249	\$0	\$0	\$0	0%	\$0
Construction Management Contingency	\$80,000	\$0	\$0	\$0	0%	\$0
County Project Management/Administration	\$175,000	\$0	\$50,000	\$24,700	49%	\$25,300
Environmental, Geotechnical and Special Inspections	\$100,000	\$0	\$0	\$0	0%	\$0
Mailers, Newspaper Advertisement, Permits	\$5,000	\$0	\$5,000	\$1,506	30%	\$3,494
TOTAL	3,044,091	\$0	\$517,842	\$155,613	0.00	\$362,229



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-822

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Frank Lucido, Engineering Manager
SUBJECT: Construction Contract Award and Budget Amendment for the "Mount Veeder MPM 5.2 Repair Project", RDS 25-19

RECOMMENDATION

Award a Construction Contract to Rehak General Engineering for the Mount Veeder 5.2 project, RDS 25-19 project; and approve a Budget Amendment. (Fiscal Impact: \$1,602,701, Expense; General Fund and Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

A 72-hour storm event on November 20, 2024 resulted in a slide at Mount Veeder Road mile post marker (MPM) 5.2 reducing traffic to a single lane. On February 4, 2025, another series of storms caused additional damage around the County, leading the Board to declare a local emergency on February 18, 2025. Since then, the roadway has started to exhibit cracking between the two slides and the site has essentially become a single large project. On February 18, 2025, the Board approved a \$1,000,000 in funding to address the new slide at Mount Veeder MPM 5.25. On February 25, 2025, the Board approved \$301,333 for the design of repairs estimated at MPM 5.2. On May 6, 2025, the Mount Veeder 5.2 and Mount Veeder 5.25 projects were combined and the Board approved advertising the single larger project.

Public Works staff opened bids on June 12, 2025, with the results listed below:

Rehak General Engineering, LLC	Auberry, CA	\$1,687,242
Maggiora & Ghilotti, Inc.	San Rafael, CA	\$1,693,669
E.E. Gilbert Construction, Inc.	Martinez, CA	\$1,844,394

Ground Control Inc.	San Francisco, CA	\$1,897,141
Rege Construction, Inc.	Cloverdale, CA	\$1,974,929
Gordon N. Ball, Inc	Walnut Creek, CA	\$2,050,325
Steelhead Constructors JV	Redding, CA	\$2,353,684

Staff recommends award to Rehak General Engineering LLC for their responsive total bid of \$1,687,242 which compares favorably with the engineer's construction estimate which was \$1,800,000. Construction is anticipated to commence in July 2025 and to be completed by December of 2025, weather and site conditions permitting. Site stability could be an issue on this project, so a 25% contingency is requested for any unforeseen items of work. The total project budget with the addition of engineering design, construction management, project management, special inspection and contingency is \$2,910,034.

Rehak General Engineering is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award a construction contract for the "Mount Veeder 5.2 Project, RDS 25-19" to Rehak General Engineering LLC for their low total bid of \$1,687,242; and
2. Approve a Budget Amendment for the following (4/5 vote required):
 - a. Increase Transfer-Out appropriations by \$1,602,701 in the Capital Improvement Projects Fund, (Fund 3000, Sub-Division 3000000, Account 56100) offset by use of its available fund balance to fund project 25022;
 - b. Increase Construction Services appropriations by \$1,562,701 in project 25022 (Fund 2040, Sub-Division 2040500, Project 25022, Account 52360) offset by a Transfer-In revenue from the Capital Improvement Projects Fund.
 - c. Increase Engineer Services appropriations by \$ 40,000 in project 25022 (Fund 2040, Sub-Division 2040500, Project 25022, Account 52145) offset by a Transfer-In revenue from the Capital Improvement Projects Fund.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?

Yes

Board of Supervisors	Agenda Date: 6/24/2025	File ID #: 25-822
Is it currently budgeted?	No	
Where is it budgeted?	The Board previously approved \$1,301,333 for Project 25022 however, additional funding is needed to complete the project.	
Is it Mandatory or Discretionary?	Discretionary	
Discretionary Justification:	The proposed construction project will stabilize the roadway and reduce the likelihood of further damage.	
Is the general fund affected?	Yes	
Future fiscal impact:	Construction is expected to occur and be completed in FY 25-26.	
Consequences if not approved:	At least a portion of Mount Veeder Road could fail which would result in a major disruption to traffic flow in the area.	
Additional Information	Click or tap here to enter text.	

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The project includes the operation and repair of existing public or private structures or facilities involving negligible or no expansion of existing of former use which is except under Section 15301 Class 1(a) and (c). The proposed improvements would also be considered Categorically Exempt pursuant to Section 15302, Class 2- Replacement or Reconstruction, which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The slide repair would also be considered Categorically Exempt pursuant to Section 15304- Minor Alterations to Land, which consists of minor public alterations to the condition of land, water and/or vegetation which do not involve the removal of healthy, mature, scenic trees. The project qualifies for this exemption as it will repair an existing roadway involving no expansion of the former use, the road will be located within the same footprint as originally located, will serve the same purpose and capacity, and only minor alternations to land will occur to restore the road and surrounding areas back to original conditions and will include restoration of any areas impacted by the slide with replacement vegetation. The site of the development is not in an environmentally sensitive area and is not on any of the lists of hazardous waste sites enumerated under Government Code Section 65962.5.

Project 25022		Mount Veeder Rd. MPM 5.2, RDS 25-19				6/24/2025
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	\$1,687,242	\$939,642	\$747,600	\$0	0%	\$747,600
25% Construction Contingency	\$421,811	\$421,811	\$0	\$0	0%	\$0
Design and Engineering Consultant	\$513,733	\$0	\$513,733	\$250,000	49%	\$263,733
Engineering Consultant Contingency	\$20,000	\$20,000	\$0	\$0	0%	\$0
Construction Management	\$181,248	\$181,248	\$0	\$0	0%	\$0
County Project Management/Administration	\$80,000	\$40,000	\$40,000	\$11,000	28%	\$29,000
Environmental, Geotechnical and Special Inspections	\$1,000	\$0	\$0	\$0	0%	\$0
Mailers, Newspaper Advertisement, Permits	\$5,000	\$0	\$0	\$0	0%	\$0
TOTAL	2,910,034	\$1,602,701	1,301,333	261,000	20%	1,040,333



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-895

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Andrew Butler - Senior Engineer
SUBJECT: Amendment No. 1 to Agreement No. 230361B with J.F. Brennan Company

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230361B with J.F. Brennan Company increasing from \$35,000 to a new contract maximum of \$70,000 for culvert flap-gate maintenance and inspection services. (Fiscal Impact: \$35,000 Expense; Roads Fund; Budgeted; Discretionary)

BACKGROUND

Napa County is in need of continued services to inspect and maintain certain flap gates around the County, specifically those that require a dive team due to typical water levels. The J.F Brennan Company specializes in providing these services at locations that could not be inspected by County staff due to water levels and typically required a dive team. The contractor has provided excellent and responsive services to date and the County would like to continue utilizing this specialty contractor.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 230361B with J.F. Brennan Company.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 2040000 Account 52145
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The services provided by J.F. Brennan are needed for flap gate inspection and maintenance.
Is the general fund affected?	No
Future fiscal impact:	None

Consequences if not approved:

Without contractor support the county will not have yearly regular and reliable inspection and maintenance of flap gates. Some inspection actions are required by other agreements or legal judgements.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from the CEQA Guidelines pursuant to Sections 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction).

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 230361B
PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT NO. 1 ("Amendment No. 1") to NAPA COUNTY AGREEMENT NO. 230361B ("Agreement") is made and entered into effective as of May 30, 2025, by and between the Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and J. F. BRENNAN COMPANY, INC., a Wisconsin corporation, whose mailing address is 818 Bainbridge Street, La Crosse, WI 54603, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on March 14, 2023, COUNTY entered into Napa County Agreement No. 230361B (the "Agreement") with CONTRACTOR for culvert flap-gate maintenance and inspection services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to change the rate of compensation and increase the maximum compensation by THIRTY-FIVE THOUSAND (\$35,000) to a new total of SEVENTY THOUSAND DOLLARS (\$70,000); and

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

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 3 of the Agreement is hereby amended in full to read as follows:
 - (a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in "Exhibit B," attached to the original agreement and incorporated by reference herein, until June 30, 2025. Commencing on July 1, 2025, COUNTY shall pay CONTRACTOR at the rates set forth in "Exhibit B-1," attached to this amendment and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by the DISTRICT.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SEVENTY THOUSAND DOLLARS (\$70,000) 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.

2. Except as provided in Paragraph 1, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
3. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by COUNTY and by CONTRACTOR through its duly authorized officers.

J. F. BRENNAN COMPANY, INC., a Wisconsin Corporation

By 
DANIEL GENTGES, Secretary

By 
MATT BINSFELD, President & Chief Executive Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chairperson of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>May 29, 2025</u></p>	<p>APPROVED BY 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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**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 230361B**

EXHIBIT B-1

J.F. Brennan - Rates			
Description	Unit Price	UOM	Total
Dive Team to Inspect Flap Gates on Milton Road (3-Person Dive Team; 1-Wet;10-Hour Shift; M-F)	\$8,596.00	LS	\$8,596.00
Traffic Control Services	\$3,351.00	Day	\$3,351.00
Crane Service to Remove Trash Rack	\$4,611.00	Day	\$4,611.00



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: 6/24/2025

File ID #: 25-929

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Kat Chambers, Staff Services Analyst II

SUBJECT: County Services Area No. 3 Amendment No. 1 to Agreement No. 250053B with Sanchez Brother's Landscape, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250053B with Sanchez Brother's Landscape, Inc. for a term date through June 30, 2028 with a maximum compensation of \$150,000, to provide landscape maintenance, irrigation, restoration and repair services in County Service Area No. 3. (Fiscal Impact: \$70,000 Expense; County Service Area No. 3 and Roads Funds; Budgeted; Discretionary)

BACKGROUND

In 1979, County Service Area No. 3 (CSA No. 3) property owners approved an assessment methodology to fund enhanced street maintenance and repair services that included landscaping, street lights, and street sweeping. On May 16, 2023, the Board authorized staff to initiate the Proposition 218 process to continue and increase funding for median landscaping, street and highway lighting, and street sweeping. On July 18, 2023, CSA No. 3 property owners voted in a Proposition 218 election to continue street services and increase the street services budget.

Through a Request for Proposal (RFP) process, the County awarded a contract to Sanchez Brothers Landscaping, Inc. to restore and maintain the common-area traffic islands within CSA No. 3. The initial contract focused on removing dead vegetation, pruning existing trees, and developing a sustainable landscape plan utilizing drought- and fire-resistant plant species.

However, after work commenced, significant and unanticipated irrigation infrastructure issues were identified. These included damaged or inoperable irrigation lines, missing valve connections, and, in several locations, no established water access. Irrigation systems had been inactive for years and had deteriorated significantly. In certain areas, installation of the systems was never completed. To address these deficiencies, staff worked with Sanchez Brothers Landscaping and with Napa Sanitation District (NSD) to establish connections to the recycled water system to support long-term sustainability and environmentally responsible water conservation.

The complexity and urgency of these irrigation repairs led to significant unplanned costs. Emergency repairs, system replacements, and connection to the recycled water supply required immediate resource allocation and additional labor beyond anticipated costs.

In addition, a segment of Devlin Road has emerged as a high-maintenance area requiring increased weed abatement and more frequent landscaping efforts. Over time, vegetation in this corridor has become increasingly aggressive, likely due to growing conditions and the accumulation of deferred maintenance. This overgrowth creates safety issues by reducing visibility, encroaching into travel lanes and pedestrian paths, and posing an elevated fire risk, particularly during the dry season. Sustained and more intensive maintenance is now essential to maintain public safety and regulatory compliance. Funding for this part of the maintenance will come from the Roads Division.

Increased scope of the contract for fiscal year 2025-26 is necessary to support the continued rehabilitation and maintenance of CSA No. 3's landscaped areas, ensure proper irrigation using sustainable water sources, and address safety-critical landscape conditions along the service area's section of Devlin Road. These investments will preserve the aesthetic and functional integrity of CSA infrastructure while advancing long-term environmental stewardship.

Requested Actions:

1. Approve Amendment No. 1 to Agreement No. 250053B (CSA No. 3) with Sanchez Brothers Landscaping to increase the maximum compensation by \$70,000 for fiscal year 2025-26, and increase the maximum compensation by \$20,000 for each subsequent fiscal year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivisions 2800005 and 2040500
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed amendment will provide long overdue refurbishment, repairs, and upgrades for landscaping in CSA No.3.
Is the general fund affected?	No
Future fiscal impact:	Fiscal year 2025-26 can absorb the cost, and each subsequent fiscal year will have an increased contract amount of \$20,000 built into the budget.
Consequences if not approved:	If not approved, the disruption of landscape refurbishment and maintenance will lead to further deterioration of vegetation, increased fire risk, visual obstructions of roadways, and noncompliance with the County Service Area No. 3 service obligations.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the operation, repair, and maintenance of existing public facilities

involving negligible or no expansion of existing or former use.

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250053B**

THIS AMENDMENT NO. 1 (Amendment No. 1) TO NAPA COUNTY AGREEMENT NO. 250053B (“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 SANCHEZ BROTHERS LANDSCAPING, INC., whose business address is 1245 Hale Street, Vallejo, CA 94591, hereinafter referred to as “CONTRACTOR.” The COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on July 9, 2024, COUNTY and CONTRACTOR entered into the Agreement to provide landscape maintenance, irrigation, restoration and repair services in County Service Area No. 3 (“CSA3”); and

WHEREAS, the condition of the old irrigation system was worse than anticipated, and while many repairs have been completed COUNTY needs additional repairs to the irrigation infrastructure servicing islands 4, 5, 6, and 7, with extensive repairs and component replacements required because of deterioration of lines and valves; and

WHEREAS, COUNTY needs additional landscape maintenance performed in the immediate vicinity of CSA3, consisting primarily of weed abatement along Devlin Road, and it will be more economical and efficient, and less disruptive to the community, for CONTRACTOR to perform the services rather than hiring another contractor; and

WHEREAS, additional funds are needed to finish repairs of the irrigation system and for the initial clearing of weeds along Devlin Road; and

WHEREAS, CONTRACTOR is willing to perform the additional work under the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

TERMS

1. Paragraph 2 of the Agreement is hereby amended in its entirety to read as follows:
2. **Scope of Services.** CONTRACTOR shall provide landscape maintenance and related services to COUNTY for CSA3 as further described in Exhibit “A” attached hereto and hereby incorporated by reference. Commencing in July of 2025, CONTRACTOR shall also provide landscape maintenance and related services as further described in Exhibit “A-1” attached hereto and hereby incorporated by reference.

2. Paragraph 3 of the Agreement is hereby amended in its entirety to read as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's performance of the Scope of Services in Exhibit "A," COUNTY shall pay CONTRACTOR on a monthly basis for the street "islands" at the rates set forth in Exhibit "B" attached hereto and hereby incorporated by reference, regardless of the actual number of hours worked by CONTRACTOR. In consideration of CONTRACTOR's performance of the Scope of Services in Exhibit "A-1," COUNTY shall pay CONTRACTOR on a monthly basis at the rates set forth in Exhibit "B-1" attached hereto and hereby incorporated by reference.

(b) Additional Services. COUNTY may require that CONTRACTOR perform landscape-related services in addition to regular periodic maintenance, as generally described in Exhibits "A" and "A-1." COUNTY and CONTRACTOR must agree in writing on the scope and the fee for the Additional Services prior to CONTRACTOR's performance of any Additional Services.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) from the effective date of this Agreement until June 30, 2025, ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for fiscal year 2025-26, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) for each subsequent fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. The Scope of Services described in Exhibit "A-1" is not included in the calculation of the assessments for CSA3. Therefore, notwithstanding anything to the contrary in paragraph 4 of the Agreement, CONTRACTOR shall submit separate invoices for services described in Exhibit "A-1" so that COUNTY may pay such invoices using a different source of funds. Invoices may still be submitted to the Staff Services Analyst for CSA3.

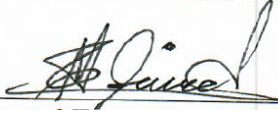
4. This Amendment No. 1 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect..


5. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

(Remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, this Amendment No. 1 is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officers.

SANCHEZ BROTHERS LANDSCAPING, INC.

By: 
Manuel Torres Sanchez, Co-owner and CEO

By: 
Eliud Sanchez, Co-owner

NAPA COUNTY, a political subdivision of the State
of California

By: _____
ANNE COTTRELL, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>June 2, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A-1"

SCOPE OF SERVICES

I. DESCRIPTION OF SERVICES

1. Scope of Work.

- 1.1. Sanchez Brother's Landscaping Inc. hereinafter referred to as Contractor, shall furnish all labor, equipment, materials, and supervision required to perform weed abatement and control litter and debris on both sides of Devlin Road from Tower Road to Airport Boulevard on a monthly basis throughout the term of the contract.
- 1.2. The initial clearing of weeds and litter will require significantly more effort than the monthly maintenance performed thereafter. In lieu of the monthly fee for the first month, the initial clearing will be performed as Additional Services under paragraph 3(b) of the Agreement.

2. Workforce and Performance.

- 2.1. All workers shall be under the supervision of an experienced landscape maintenance supervisor.
- 2.2. All work is to be performed in accordance with standard horticultural practices, using modern techniques accepted by the industry.
- 2.3. All work is to be performed with the utmost concern for the safety of the workers, and the public.
- 2.4. All work shall be scheduled so that horticultural tasks are completed at the proper times as agreed upon by the parties. Schedules may vary throughout the year as weather conditions dictate as agreed upon by the parties.
- 2.5. The Contractor shall repair damages caused by his employees or agents.

3. Weed Control.

- 3.1 Weed abatement will be performed on both sides of Devlin Road within the service area, from the Road to the sidewalk and approximately 3 feet after the sidewalk into the common areas.
- 3.2 All materials or chemicals used must comply with local, state, and federal laws. The Contractor shall report the use of all pesticides to the County Agricultural Commissioner's Office as required by law.
- 3.3 Application of all materials or chemicals should be carefully timed to promote positive results and safety.
- 3.4 The cost of chemicals and their application is included.

4. Debris and Litter.

- 4.1. Debris and litter shall be removed on both sides of Devlin Road within the designated service area, from the Road to the sidewalk and approximately 3 feet after the sidewalk into the common areas, on a monthly basis.
- 4.2. Contractor shall perform cleanup of all drain cut-offs along Devlin Road, within the

designated service area, to remove dirt and debris and ensure proper drainage flow and clog prevention.

EXHIBIT “B-1”

COMPENSATION AND FEE SCHEDULE

Compensation will be paid on a monthly basis as follows. Hours shown are for estimation purposes only. The monthly rate will apply regardless of the actual hours worked.

Devlin Road, both sides, within the designated service area (approximately from Tower Road to Airport Boulevard) from roadway to sidewalk, and approximately 3 feet after the sidewalk into the common areas. \$1,800.00/mo. 32.75hrs/mo.



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: 6/24/2025

File ID #: 25-1131

TO: Board of Supervisors
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: CSA No. 3 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the County Service Area No. 3 (CSA No. 3). (Fiscal Impact: \$180,110 Net Use of Fund Balance; CSA No. 3; Discretionary)

BACKGROUND

A public hearing was opened for the CSA No. 3 Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, CSA No. 3 will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE
OF CALIFORNIA, ADOPTING THE RECOMMENDED BUDGET FOR
COUNTY SERVICE AREA NO. 3 FOR FISCAL YEAR 2025-2026**

WHEREAS, California Government Code Section 25214 requires the Board of Supervisors to adopt an annual budget for each County Service Area pursuant to the County Budget Act (California Government Code Sections 29000 et seq.); and

WHEREAS, in accordance with California Government Code Sections 29000 through 29093, the Napa County Board of Supervisors (the “Board”) is required to adopt the 2025-2026 fiscal year budget for County Service Area No. 3 no later than October 2, 2025, and thereafter the Napa County Auditor must file the budget with the Clerk of the Board and the California State Controller no later than December 1, 2025; and

WHEREAS, on May 29, 2025, notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code Section 29080; and

WHEREAS, the recommended budget of the County Service Area No. 3 for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or about May 30, 2025, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has declared the hearing concluded, and it is now the time to adopt the recommended budget for County Service Area No. 3 for fiscal year 2025-2026.

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

1. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearings, is hereby adopted as the budget of County Service Area No. 3 for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.
3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 for County Service Area No. 3 is as follows:

Fund 2800	County Service Area No. 3	\$390,693
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4. Pursuant to California Government Code Section 29125, the Napa County Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

5. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing(s) for County Service Area No. 3 will be presented by the County Executive Officer to the Board of Supervisors for approval.

6. Pursuant to California Government Codes Section 29093, the Auditor shall ensure that a copy of the adopted budget for County Service Area No. 3 for fiscal year 2025-2026 in the format prescribed by the Controller of the State of California shall be filed with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2025.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____  _____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	\$ 158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	\$ 2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	\$ 2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	\$ 4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name		Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
			Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1		2	3	4	5	6	7
Joint Power Agencies							
2700	27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720	27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830	28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority							
	50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
	50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
	50605 - Restricted to operating reserves	680,000			30,000	-	710,000
	50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies		\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies		\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



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: 6/24/2025

File ID #: 25-1137

TO: Board of Supervisors
FROM: Steven Lederer, Public Works Director
REPORT BY: Steven Lederer, Public Works Director
SUBJECT: Receive a report on emergency storm repair projects currently under construction

RECOMMENDATION

Receive a report on projects requiring expedited emergency contracting procedures to repair damage from the February storms and affirm the need to continue this action. (No Fiscal Impact; Discretionary)

[4/5 vote required]

BACKGROUND

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 require 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.

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 (\$250,000): Contract has been awarded and removal of unstable materials is

commencing.

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:

Receive the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	The Board previously approved funding in the Roads Fund for these projects.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this action will allow these important safety and storm repair projects to proceed to completion in an expeditious manner.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in at least a month's delay in restoring these roadways.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1139

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Katherine Bales, Assistant Airport Manager

SUBJECT: Approve Plans and Specifications and Authorize to Advertise for “Hangar A Row Roof Construction Project,” PW26-07 at the Napa County Airport

RECOMMENDATION

Approve the Plans and Specifications for the “Hangar A Row Roof Construction Project,” PW26-07, and authorize staff to advertise for sealed bids and open bids at a time, date and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact; Discretionary)

BACKGROUND

Napa County Airport owns and operates several Box and T-hangars for flying public use. Several hangars are over 30 years of age and efforts have been made to identify several capital improvement projects to extend the life of these Airport Capital Assets. Airport staff identified unsafe roof conditions in the A5-A8 box hangars that required relocation of those hangar tenants until repairs could be made. Further inspection of the metal roof and associated gutter systems identified the need for complete replacement.

The hangar roof replacement project will replace all roof materials, gutter systems, ventilation, and failed purlins with in-kind or approved equal materials for hangars A5 - A8, which were originally built in 1992. Bid alternates include replacing the gutter systems for hangars A1 and A4 as these have significant failures as well. This type of roof replacement is consistent with other metal frame buildings. Roof replacement will allow the hangars to be occupied again and thus will enable the Airport to receive annual revenues of approximately \$75,000 per year.

Once bidding is complete, staff will return to the Board with a proposed construction contract, construction management contract, and budget amendment to fully fund the project based upon the lowest, responsible bid.

The entire project will be funded through the Airport Enterprise Fund (Fund 5010, Division 50105), and the construction estimate is \$600,000.

Requested Action:

Approve Plans and Specifications for the “Hangar A Row Roof Construction Project,” PW 26-07 and authorize staff to advertise for sealed bids and open bids at a time, date and location to be published by the Director of Public Works.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	This is a new capital project, it will be budgeted in the Airport Enterprise Fund (Fund 5010) once project costs are known.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Napa County Airport staff identified unsafe roof conditions in the A5-A8 box hangars. Originally built in 1992, the hangar roof replacement project is necessary to extend the life of the Airport asset as well as annual revenue generation. These hangars account for approximately \$75,000 per year in annual revenue.
Is the general fund affected?	No
Future fiscal impact:	This project is planned and will be completed in FY 2025-26 and will be budgeted in the Airport Enterprise CIP Fund accordingly.
Consequences if not approved:	Napa County Airport will no longer be able to receive revenue for Hangars A5-A8 as these hangars are no longer safe for public use.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR 15301].



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1140

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Daniel Basore, Engineering Supervisor
SUBJECT: Construction Contract Award and Budget Amendment for the “Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project,” RDS 25-06

RECOMMENDATION

Award of Construction Contract to Team Ghilotti, Inc., of Petaluma, CA in the amount of \$4,397,141 for the “Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project,” RDS 25-06; and approve a Budget Amendment. (Fiscal Impact \$5,996,147 Expense; Measure T Special Revenue; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On April 22, 2025, the Board of Supervisors (BOS) authorized creation of the “Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project,” RDS 25-06 and a budget amendment of \$50,000 to fund the design of the project.

The roads to be included in the project are as follows:

Bale Lane (0.70 miles) - All

Big Ranch Road (0.7 miles) - Oak Knoll Ave (east) to End

Lodi Lane (0.53 miles) - All

Silverado Trail (2.4 miles) - Zinfandel Lane to 6,000 feet south of the Caltrans SR 128

West Zinfandel Lane (0.56 miles) - All

Total miles: 4.9 miles

On May 6, 2025, the Board of Supervisors approved the plans and specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. On June 16, 2025, bids were received and opened. The bid results are attached for reference.

Staff recommends awarding the contract to the lowest responsive bidder, Team Ghilotti, Inc., of Petaluma, CA,

for their base bid of \$4,397,141. Team Ghilotti's base bid is lower than the engineer's estimate of \$5,300,000. The total project cost, including design and engineering, construction, construction management, geotechnical services and contingency, is \$6,046,147. The project will be funded by Measure-T.

Team Ghilotti, Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of the Construction Contract for the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06 to Team Ghilotti, Inc., of Petaluma, California for their low base bid of \$4,397,141 and authorization for the Chair to sign the construction contract;
2. Approve a Budget Amendment for the following (4/5 votes required):
 - a. Increase Transfers Out appropriations by \$5,996,147 in the Measure T Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220053, Account 56100) (M-T SRF) offset by use of its available fund balance to transfer to project 25042; and
 - b. Increase Construction Services appropriations by \$5,996,147 (Fund 2040, Sub-Division 2040500, Project 25042, Account 52360) offset by a transfer-in revenue from M-T SRF.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the Budget Amendment is necessary to award contract and move the project forward toward construction.
Is the general fund affected?	Yes
Future fiscal impact:	Construction will likely finish in FY 2025/26 with no future impacts beyond standard roadway maintenance.
Consequences if not approved:	The listed roads will not be rehabilitated.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act as 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Bale, Big Ranch, Lodi, Silverado Trail, & W. Zinfandel Paving, RDS 25-09

Bid Opening: June 16, 2025 @ 2:00 PM

Engineer's estimate: \$5,300,000

Contractor	Total Base Bid
Team Ghilotti Petaluma, CA	\$4,397,141.00
O.C. Jones & Sons, Inc. Berkeley, CA	\$4,536,188.00
Goodfellow Bros CA LLC Livermore, CA	\$4,561,561.25
Ghilotti Bros, Inc. San Rafael, CA	\$4,674,448.00
Ghilotti Construction Co. Inc. Santa Rosa, CA	\$4,735,746.52
Argonaut Constructors, Inc. Santa Rosa, CA	\$4,785,260.46
JV Lucas Paving, Inc. Martinez, CA	\$4,874,038.44
Vintage Paving Co. Inc. Winters, CA	\$6,613,113.27

Bale, Lodi, Big Ranch, Silverado Trail, W. Zinfandel Lane, RDS 25-06

6/24/25

		CONSTRUCTION PHASE				
<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>
Construction*	\$4,397,141	\$4,397,141	\$0	\$0	0%	\$0
Construction Contingency (25%)*	\$1,099,285	\$1,099,285	\$0	\$0	0%	\$0
Design and Engineering	\$50,000	\$0	\$50,000	\$40,000	80%	\$10,000
Construction Management	\$200,000	\$200,000	\$0	\$0	0%	\$0
County Project Management/Administration	\$100,000	\$100,000	\$0	\$0	0%	\$0
Geotech, Special Inspections	\$199,721	\$199,721	\$0	\$0	0%	\$0
	\$6,046,147	\$5,996,147	\$50,000	\$40,000	80%	\$10,000



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1141

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids and Approval of Amendment 3 to Agreement No. 240326B with TLCD Architecture for the "CSU Children's Services Expansion", PW 24-15.

RECOMMENDATION

Approve the Plans and Specifications for the "Crisis Stabilization Unit - Children's Services Expansion," PW 24-15, authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code; and approve and authorize Amendment No. 3 to Agreement No. 240326B with TLCD Architecture for services in support of the project. (No Fiscal Impact; Discretionary)

BACKGROUND

The Department of Health Care Services (DHCS) was authorized through Welfare and Institutions Code sections 5960-5960.45 to establish the Behavioral Health Continuum Infrastructure Program (BHCIP) with \$2.2 billion to construct, acquire, and rehabilitate real estate assets or to invest in needed mobile crisis infrastructure to expand the community continuum of behavioral health treatment resources. DHCS is releasing BHCIP grant funds through six rounds that target various gaps in the state's behavioral health facility infrastructure.

BHCIP aims to reduce homelessness, incarceration, unnecessary hospitalizations, and inpatient days and improve outcomes for people with behavioral health conditions by expanding access to community-based treatment. BHCIP proposes to invest in the expansion of beds, units, or rooms by building new behavioral health continuum infrastructure and expanding capacity. These resources would expand the continuum of services by increasing capacity for short-term crisis stabilization, acute and sub-acute care, crisis residential, community-based mental health residential treatment, substance use disorder residential treatment, peer respite, mobile crisis, community and outpatient behavioral health services, and other clinically enriched longer-term treatment and rehabilitation opportunities for individuals with behavioral health disorders, in the least restrictive and least costly setting.

Advocates for Human Potential (AHP) released "Round 5: Crisis and Behavioral Health Continuum" with a due date of applications by February 13, 2023. Health and Human Services Agency (HHS) applied for the funds after extensive exploration and data collection on current community crisis needs, including children's

mental health needs related to the pandemic. The children's expansion will provide crisis psychiatric assessment and crisis stabilization services for youth in Napa County. The services include medication assessment and administration, comprehensive care coordination, safety/discharge planning, and when necessary, facilitation of admission to psychiatric inpatient services. The service expansion will increase the current bed count from two in the current Crisis Stabilization Unit (CSU) to four in a separate area, created as a children's specific treatment milieu focused on providing trauma informed, client-focused and culturally/linguistically appropriate services geared toward wellness and recovery.

By supporting an expansion of doubling the beds for children, we increase capacity not only within the crisis stabilization unit but also supporting the local emergency department. The two children's beds in operation in the current CSU will be converted to adult beds. None of the BHCIP funding will be used in that transition to adult beds. The increase to four beds also supports the larger community mission to keep children in their communities and in home settings. Without local capacity, children are sent to out of county inpatient psychiatric hospital beds, which create costly barriers for family especially costs including childcare coverage for other children and transportation costs to out of county hospitals. The expansion of a children's crisis CSU promotes the value in providing children and family specific services, creating a calm and safe therapeutic setting, and providing an opportunity for children to have more choice and voice in a separate clinical setting.

On July 25, 2023, the Board adopted a resolution authorizing the Director of HHS to execute all required documents to participate in the BHCIP program, including but not limited to the Program Funding Agreement (PFA), Declaration of Restrictions, and Performance Deed of Trust accepting \$3,329,955 in deliverable based revenue from the California DHCS through its contractor, AHP.

On April 23, 2024, the Board approved and authorized the creation and funding of the CSU- Children's Services Expansion project and Agreement No. 240326B with TLCD Architecture for a maximum of \$466,286 for design and construction administration services needed to support the project. During the feasibility review phase, Napa County requested to explore the feasibility of shared staff "core" spaces between the adult and youth programs with the goal of eliminating redundant space and increasing efficiency.

On September 10, 2024, the Board approved and authorized Amendment No. 1 to further explore the shared staff "core" space concept. After exploring this concept further through the feasibility work, Napa County determined the shared staff "core" spaces concept was the most efficient, safe, and reasonable program layout moving forward.

On December 3, 2024, the Board approved and authorized Amendment No. 2 which added architectural and engineering services for design and construction administration services to support the additional square footage of the shared staff "core" spaces concept which modifies the overall project square footage from approximately 3,000 square feet to approximately 6,856 square feet.

Amendment No. 3 shifts \$50,000 from waterproofing (that is no longer needed) to other design disciplines to design a phased construction plan to keep the CSU operational during construction without increasing the overall contract amount. Construction will occur in three phases; the phased construction plan will be released during bidding as an addendum.

The plans and specifications are complete and ready for approval by the Board of Supervisors. County staff will return to the Board of Supervisors to present a detailed project budget based on the lowest responsible bid and to request a budget amendment and authorization to award. Project construction is anticipated to start in the Summer of 2025 and be completed in May of 2026. The engineers estimate for construction is \$3.2 million.

Requested Actions:

1. Approve Plans and Specifications for the “CSU Children’s Services Expansion,” PW 24-15 and authorize to advertise for sealed bids; and
2. Approve and authorize Amendment No. 3 to Professional Services Agreement No. 240326B with TLCD Architecture for the “CSU Children’s Services Expansion,” PW 24-15.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Capital Improvement Projects Fund, Project 24027.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The amendment is needed to design a construction phasing plan that will allow the CSU to remain operational during construction. Approval of plans and specifications and authorization to advertise for bid is needed for the project to proceed to the Construction phase.
Is the general fund affected?	No
Future fiscal impact:	Staff will return to the Board later to request additional funds to fund construction.
Consequences if not approved:	The project will not move forward and will jeopardize the grant funding received.
Additional Information	The grant fund is a deliverable based program funding agreement and the State will reimburse the County up to but not to exceed an amount of \$3,329,955. The County has deposited the required \$277,964 cash match that will not be reimbursed.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

**AMENDMENT NO. 3 OF
NAPA COUNTY AGREEMENT NO. 240326B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 (“Amendment No. 3”) **of NAPA COUNTY AGREEMENT NO. 240326B** is made and entered into as of this 24th day, of June 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and TLCD ARCHITECTURE, a California corporation, whose business address is 520 Third Street #250, Santa Rosa, CA, 95401, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on April 23, 2024, COUNTY entered into Napa County Agreement No. 240326B (“Agreement”) with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, for specialized architectural and engineering services for a feasibility study through construction administration for improvements to expand the COUNTY’s Crisis Stabilization Unit at South Campus Building B (“Project”); and

WHEREAS, the parties now desire to amend the Agreement to revise the scope of work for the Project and to increase the compensation accordingly, although the total contract amount remains unchanged.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:


Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” attached to this Agreement as originally approved, incorporated by reference herein, those additional services set forth in Exhibit “A-1,” attached to Amendment No. 1 of the Agreement, Exhibit “A-2,” attached to Amendment No. 2 of the Agreement, and on and after the date first above written, those additional services set forth in Exhibit “A-3” and in accordance with Attachment A-3, attached to this Amendment No. 3, said exhibits being incorporated herein by this reference.


2. **Electronic Signatures.** This Amendment No. 3 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. 3 and shall have the same force and effect as a manually executed original.
3. This Amendment No. 3 shall be effective as of the date first written above.

4. Except as provided in paragraphs 1 through 4, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 3 of Napa County Agreement No. 240326B as of the date first above written.

TLCD ARCHITECTURE, a California Corporation

By 
JASON BRABO, AIA C29362
Principal/President

By 
STACEY WALKER, NCIDQ
Principal/Vice President

“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: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>June 11, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A-3

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following services (see "Proposal for Architectural & Engineering Services" for summary of each task):

- Phase I: Planning & Pre-Development
 - o Feasibility Study
- Phase II: Design Development
 - o Schematic Design
 - o Design Development
- Phase III: Shovel Ready
 - o Construction Documents
 - o Agency Approval
 - o Bid and Award
- Phase IV: Construction
 - o Construction Administration

CONTRACTOR shall comply with all related terms and conditions of the attached hereto and incorporated herein as Attachment "A-3."

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.

DATE: 05/30/2025

AMENDMENT NO. 03

TO: DANIEL BASORE

OWNER: NAPA COUNTY

PROJECT: CSU EXPANSION

PROJECT NO. 22115

CONTRACT AMENDMENT

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Napa County and TLCD Architecture, dated April 23, 2024.

Item No. 1:

- A. Conceptual feasibility study of the required phasing to allow the facility to remain operational during construction.
- B. Review meeting with TLCD and the County to share the Phased approach and confirm scope of phasing documentation.
- C. Evaluation of licensing requirements provided by the County to plan for the temporary phases of construction needs.
- D. Assistance to the operator in preparing phasing licensing letter.
 - a. Sharing plan assets indicating phases
 - b. Sharing estimated construction phase durations
 - c. Review of drafted letter
- E. Documentation including additional drawing sheets and narrative describing phases of construction.
- F. No more than 2 additional meetings with the County and operator to review and confirm scope.
- G. Design team and consultant coordination.

Item No. 2:

- A. The contract currently includes Waterproofing consultant fees of \$50,000 that will not be utilized for the project as we have minimized the exterior scope of the project. We propose shifting these dollars to cover the fees requested below.

- Following is a breakdown of fees:
- TLCD Architecture \$10,800
- ZFA Structural Engineers \$ 8,000
- Costa Engineers Inc. \$ 5,000
- O'Mahony & Myer Engineering \$ 2,500
- Guidepost Solutions LLC \$ 3,200
- Facilities By Design \$18,000
- Cumming Group (scheduling) \$ 2,500

SubTotal	\$50,000
<u>Original Contract (-)</u>	<u>\$50,000</u>
Total	\$0

The total fees shall not increase from the current fees of \$602,356. In witness whereof, the parties hereto have executed this Amendment on the day and year first written above.

SIGNATURE BLOCK INCLUDED IN THE DOCUMENT ISSUED BY CONTRACTOR HAS BEEN INTENTIONALLY OMITTED FROM THIS ATTACHMENT; PARTIES ARE TO INDICATE THEIR AGREEMENT TO THESE ADDITIONAL SERVICES BY SIGNING ON PAGE 3, ABOVE.



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: 6/24/2025

File ID #: 25-1145

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Construction Contract Award and Budget Amendment for the “American Canyon Library Remodel, Furniture”, PW 25-09B

RECOMMENDATION

Reject the low bid from Insidesource as non-responsive; award Construction Contract to Integrity Construction Maintenance Inc. of Sebastopol, CA in the amount of \$178,480 for the “American Canyon Library Remodel, Furniture” PW 25-09B, for furniture and installation services and approve a Budget Amendment. (Fiscal Impact \$220,000 Expense; Library Fund; Not Budgeted; Discretionary).

[4/5 vote required]

BACKGROUND

The American Canyon Library opened on August 14, 2012, in the remodeled Crawford Building, a location used previously as the American Canyon City Hall. The American Canyon Library is owned by the City of American Canyon and leased by Napa County. The lease agreement obligated Napa County to maintain the interior of the building (walls, windows, doors, flooring), along with the entrance doors, plumbing and light fixtures. The City of American Canyon is responsible to maintain the exterior of the building and surrounding property.

No improvements have been made to the building since it opened in 2012 and interior maintenance is needed. The American Canyon Library Remodel will update the facility’s interior furnishings, flooring, paint, bathroom, doors, and exterior, signage. The library has a separate Capital Improvement Program (CIP) Division where funds are held to be utilized when capital improvements are needed to maintain the facilities.

For bidding purposes, the project was split into two separate contracts, the “American Canyon Library Remodel” PW 25-09A and the “American Canyon Library Remodel, Furniture” PW 25-09B to allow contractors to bid their scopes of interest. The bid opening for PW 25-09A was moved to July 10th to investigate potential moisture issues under flooring.

On May 20, 2025, the Board of Supervisors (BOS) approved the plans and specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. On June 12, 2025, bids were received and opened for PW 25-09B. The bid results are attached for reference.

The apparent low bidder was Insidesource of Sacramento, CA however their bid was found non-responsive due to failure to acknowledge a material addendum. This is because the bid does not reflect the current and complete requirements of the solicitation. A bid that does not conform to all material terms and conditions of the solicitation must be rejected.

Therefore staff recommends awarding the “American Canyon Library Remodel, Furniture” PW 25-09B Contract to the lowest responsive bidder, Integrity Construction Maintenance Inc., of Sebastopol, CA, for their base bid of \$178,480. The total project cost for the furniture scope, including installation, construction and project management, and construction contingency, is \$220,000. The project will be funded by the Library Fund. The lead time on the furniture is 17-19 weeks, construction is planned for December 2025, the library will be closed during construction.

Integrity Construction Maintenance Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder’s Exchange, and by posting on the County website. Staff also sent “Notices to Contractors” to the local construction community

Requested Actions:

1. Reject the low bid from Insidesource as non-responsive.
2. Award of the Construction contract for the “American Canyon Library Remodel, Furniture” PW 25-09B to Integrity Construction Maintenance Inc., of Sebastopol, California, for their low base bid of \$178,480 and authorization for the Chair to sign the construction contract; and
3. Approve a Budget Amendment to increase Construction Services appropriations by \$220,000 (Fund 2020, Sub-Division 2020502, Project 25017, Account 52360) offset by use of Fund Balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Library Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To provide the library an updated bright and fresh interior with durable finishes.
Is the general fund affected?	No
Future fiscal impact:	Future fiscal impacts will include routine maintenance.
Consequences if not approved:	The interior of the American Canyon Library will not be updated.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act as 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

		DESIGN PHASE				
<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>
Construction	\$178,479	\$178,479	\$0	\$0	0%	\$0
Construction Contingency (15%)	\$26,772	\$26,772	\$0	\$0	0%	\$0
Construction Management	\$14,749	\$14,749	\$0	\$0	0%	\$0
<u>TOTAL</u>	\$220,000	\$220,000	\$0	\$0	0%	\$0

AMERICAN CANYON LIBRARY REMODEL, FURNITURE

PW 25-09B

Bid Opening: June 12, 2025 @ 11:30 AM

Engineer's estimate: \$200,000

Contractor	Total Base Bid
Inside Source Sacramento, CA	\$175,338.44*
Integrity Construction Sebastopol, CA	\$178,479.40**
Resource Design Interiors San Francisco, CA	\$183,104.42
Trope Group Santa Rosa, CA	\$183,057.94

* The base bid was announced as \$163,667.23 during the bid opening however, that price excluded sales tax. The posted price above is the corrected total base bid.

**After review for completeness, it was determined that Inside Source's bid is incomplete and must be rejected. Therefore, the lowest bidder is Integrity Construction.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1080

TO: Board of Supervisors
FROM: Rollie Soria for Oscar Ortiz, Sheriff-Coroner
REPORT BY: Erin Corry, Staff Services Analyst II
SUBJECT: Agreement with Teleosoft, Inc. for Civil Process Software System

RECOMMENDATION

Approve and authorize Agreement No. 260049B with Teleosoft, Inc. for Civil Process Software System initial and annual licensing, and approval of a waiver of competitive bidding and sole source award. (Fiscal Impact: \$282,188 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Sheriff's Office Civil Division serves civil process for all of Napa County. This includes process service of numerous types of documents such as writs, levies, evictions and other civil process as required by the California Code of Civil Procedure (CCP).

The current civil process software solution, Civil Serve, was purchased in 2015 from Tyler Technologies. Tyler Technologies provided a designated software support staff member that was assigned to California civil codes, laws and processes. This ensured that Civil Serve and the Sheriff's Office complied with CCP. That designated person retired approximately one year ago, and now it is difficult to obtain ongoing support. In addition, from a user perspective, the software is cumbersome to deploy, update and support as it is already ten years old.

Many aspects of the current CCP have had significant legislative updates over the last couple of years, one of which is the requirement to maintain an online portal for accepting online/remote electronic payments. This requirement goes into effect on January 1, 2026, and Tyler Technologies' online/remote portal cannot be integrated into the current Civil Serve Solution. As it stands today, the Napa County Sheriff's Office would not be able to meet this mandate using the ten-year-old Tyler Technologies system that is currently being used. Due to a lack of software support and development, a replacement software solution is needed to meet the CCP online portal requirement by the due date.

Sheriff's Office reached out to the California State Sheriff's Association Information Technology committee for input on replacement software solutions used by other State of California sheriff's offices. The Sheriff's Office found that in California there are two companies that provide software solutions necessary for sheriff's civil

departments to run operations; one is the Sheriff's Office current civil software provider Tyler Technologies (which is not updated to meet the incoming mandates related to accepting online/remote electronic payments yet), and the other is Teleosoft, Inc. Teleosoft's CountySuite software has quickly become the preferred software product of many sheriff's office civil divisions in California.

The Teleosoft CountySuite civil process software is a Cloud Based product which will automatically be updated and enhanced as other customers of the product advocate for enhancements. This product is in line with the "cloud first" approach that the Napa County Information Technology Services division desires when considering replacements for software products. More importantly, Teleosoft's CountySuite software already has an online portal in place that meets the CCP requirements.

Requested Actions:

1. Approve and authorize Agreement No. 260049B with Teleosoft, Inc. to purchase Teleosoft's CountySuite software in the amount of \$282,188 for the first year, and \$49,037 for each additional year.
2. Approve a waiver of competitive bidding and sole source award to Teleosoft, Inc. of York, Pennsylvania.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operating Budget - Org 1360000
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	The current Civil Process Software used by the Sheriff's Office, does not meet the needs or have the capability to maintain processing operation requirements for CCP.
Is the general fund affected?	Yes
Future fiscal impact:	The yearly cloud and maintenance/service fees will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If this Agreement is not approved, the Civil Division will not be able to process civil documents in accordance with CCP requirements and therefore 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.

MASTER AGREEMENT 260049B

THIS AGREEMENT ("Agreement") is entered into on June 24th, 2025, between Teleosoft, Inc. ("Licensor"), with its principal place of business located at 96 South George Street Suite 350, York, PA 17401 and Napa County ("Licensee"), through the Napa County Sheriff's Office, with its principal place of business located at 1535 Airport Boulevard Napa, CA 94558.

RECITALS

WHEREAS, Licensor owns certain software identified herein or in the addenda attached hereto,

WHEREAS, Licensor desires to convey, and Licensee desires to receive, certain limited rights in said software pursuant to the terms and conditions contained in this Agreement,

WHEREAS, Licensor and Licensee desire to enter into a Master Agreement, which may be supplemented from time to time by addenda to reflect products or services to be provided by Licensor to Licensee,

NOW THEREFORE, Licensor and Licensee agree as follows:

1 Definitions

- 1.1** "Effective Date" means the date this Agreement is entered into, as set forth above.
- 1.2** "Software" means the computer programs and documentation listed and described under "Licensed Software" in each attached Addendum (incorporated herein as if fully set forth), as well as any archival copies of such computer programs and documentation permitted by this Agreement.
- 1.3** "Improvements" means, with respect to the Software, any and all (a) enhanced, modified, updated, or upgraded versions thereof, (b) translations, abridgments, revisions, derivative works, or other forms in which the same may be recast, transformed, or adapted, and (c) improvements thereon, regardless of whether any portion thereof is or may be validly copyrighted, patented, or protected as a trade secret.
- 1.4** "Intellectual Property Rights" means all current and future copyrights, trade secrets, patents and patent rights, and all other intellectual property rights (except for trademarks, trade names, and service marks) in any jurisdiction in the world, including all applications and registrations with respect thereto, relating to the Software

(together with all Improvements).

- 1.5** “Trademark Rights” means all current and future rights to the use of all trade names, trademarks, service marks, logos, slogans, and phrases used to describe the Software, together with the licensed rights for their use, in any jurisdiction in the world, including all applications and registrations with respect thereto.
- 1.6** “Install” means placing the Software on a computer’s hard disk, CD-ROM, or other secondary storage device.
- 1.7** “Use” means (i) executing or loading the Software into computer RAM or other primary memory, or (ii) copying the Software for archival or emergency restart purposes.
- 1.8** “User Data” means all data, information, schedules, property addresses and information, personal identities and identifying information, or other data input to the Software used by Licensee in the operation of the County department or office.
- 1.9** “Go-Live” means the first day, as agreed by the parties, that the Software is installed and used by the Licensee in the normal operation of the County department or office.

2 License and Use

- 2.1** Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a perpetual, non-exclusive, non-assignable license to install and use the Software on one (1) Server computer in Licensee’s possession (the “License”). Licensee may make one (1) archival copy of the Software per computer on which its use is authorized, in non-printed, machine-readable form, in whole or in part, provided that such copy is for Licensee’s own use and that no more than that single copy is in use at any time. Licensee will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Licensor, and nothing in this Agreement will give or convey any right, title, or interest therein to Licensee except as a licensee under the terms of this Agreement.
- 2.2** Use of Software. Licensee may allow an unlimited number of its authorized employees to use the Software for the County department or office, provided that such employees have received proper training in the application and use of the Software. With the exception of public-facing web pages intended for the general public or for registered, third-party users, Licensee shall not permit use of the Software by any other person without the express written consent of Licensor. Nothing in this Agreement shall be interpreted as granting any right to Licensee to sell,

lease, sub-license, assign, or otherwise permit copying or transmittal of the Software by or for the benefit of any other person.

3 Price and Payment Terms

Licensee will pay Licensors for Licensors' work pursuant to the terms and conditions set forth in the addenda.

4 Term and Termination

- 4.1** This Agreement shall remain in force until terminated as provided herein.
- 4.2** Either party may terminate this Agreement without cause upon ninety (90) days written notice. In the event of termination without cause, Licensee agrees to pay Licensors for all of Licensors' Work performed up to the date of termination. Licensors and Licensee shall take all actions necessary to mitigate costs during the period between the date of notice and the effective date of termination, and specifically shall perform only such work during this time which shall be agreed between the parties to be essential to the ongoing operations of Licensee.
- 4.3** Either party may terminate this Agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.
- 4.4** Termination of any addenda to this Agreement shall not constitute termination of this Agreement; however, termination of this Agreement shall terminate all addenda to this Agreement.
- 4.5** Upon termination of this Agreement, Licensee will (i) return all copies of the Software to Licensors without demand or notice, or (ii) permanently delete or destroy all copies of the Software in its possession and submit to Licensors a sworn affidavit signed by Licensee attesting to such destruction.

5 Addenda

- 5.1** This Agreement contains all the legal terms and conditions governing the contractual relationship between the parties. From time to time, the parties may agree to add or modify products or services to be provided by Licensors to Licensee. Each such addition or modification shall be evidenced by an Addendum describing in detail the additional products or services to be added or modified, together with any applicable pricing or payment terms. Each such Addendum shall be subject to the terms and conditions of this Agreement unless otherwise specifically set forth in such Addendum or specifically set forth in an amendment to this Agreement.
- 5.2** Each contract existing between the parties at the date this Agreement (if any) shall

become subject to the terms of this Agreement by incorporation herein as an addendum to this Agreement.

6 Confidentiality

- 6.1 Confidential Information Defined.** For purposes of this Agreement, "Confidential Information" shall mean: (i) any and all information, data, source code, stored procedures, knowledge, technology, and know-how relating to the design, production, manufacture, programming, and operation of the Software, whether in electronic, written or verbal form, provided or developed by Licensor and provided to Licensee under this Agreement, and (ii) any and all other data or information that is clearly labeled or identified as confidential or proprietary when disclosed by Licensor to Licensee. Licensee shall have no obligation with respect to information that (i) is public or becomes known to the public through no breach of Licensee, (ii) is independently developed by Licensee, (iii) is known to Licensee prior to its receipt from Licensor, (iv) is rightfully received from a third party, (v) is declared no longer confidential by Licensor, or (vi) is required to be disclosed by law.
- 6.2 Standard of Care for Confidential Information.** Licensee shall protect all Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- 6.3 Restricted Disclosure.** Except as expressly permitted by the terms of this Agreement, Licensee shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any Confidential Information without Licensor's prior written consent.

7 Ownership and License of Intellectual Property Rights

- 7.1 Exclusive Rights of Licensor.** As between Licensor, Licensee, and any end-user of the Software, Licensor retains exclusive ownership of all Intellectual Property Rights and Trademark Rights. Except as expressly licensed in this Agreement, all right, title, and interest to or in any such Intellectual Property Rights and Trademark Rights are reserved to Licensor.
- 7.2 Improvements.** As between Licensor, Licensee, and any end-user of the Software, Licensor will exclusively own all Intellectual Property Rights in and to all Improvements made to the Software. Except as expressly provided in this Agreement, all right, title, and interest to or in any such Improvement is reserved to Licensor.
- 7.3 User Data.** Ownership of all User Data input or otherwise provided by Licensee or any permitted end user shall remain exclusively with Licensee.
- 7.4 Proprietary Rights Protection.** Except as expressly permitted herein, neither Licensee nor any other person or entity may reproduce, alter, adapt, modify, create Improvements to, distribute, sublicense, transfer, rent, lease, loan, timeshare,

otherwise make available to third parties, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software. Licensee shall place copyright, trademark, and other proprietary rights notices on all copies of the Software.

8 Licensee's Obligation to Notify of Infringement

Licensee will immediately notify Licensor of any infringement or attempted infringement of Licensor's rights in the Software of which it becomes aware. Licensee will affirmatively cooperate with Licensor in any legal or equitable action that Licensor may undertake to protect any of its rights in connection with the Software.

9 Software Warranty and Disclaimer

- 9.1** Warranty of Ownership and Use. Licensor warrants: (i) that it is the lawful owner of all right and title to the Software and that it has the right to enter into this Agreement with Licensee; (ii) that to the best of its knowledge, the Software does not infringe any patent, copyright, trademark, or other proprietary right of a third party; and (iii) that the Software can be used by Licensee pursuant to this Agreement without infringing upon the proprietary rights of any third party.
- 9.2** Limited Product Warranty. Licensor warrants that, for a period of ninety (90) days from the Go-Live date (the "Warranty Period"), that the Software shall operate substantially in accordance with the specifications contained in the documentation that accompanies the Software.
- 9.3** Warranty Procedures. In the event that Licensee believes that the Software does not conform to the limited product warranty described in the preceding section, Licensee shall notify Licensor thereof describing with particularity the problems encountered. In the event that Licensor determines that software coding errors or other software defects exist, Licensor shall take one of the following actions, at Licensor's sole discretion: (1) correct such software coding errors or other software found by Licensor to be defective, or (2) refund to Licensee the license fee paid to Licensor under this Agreement. If Licensor chooses the first action, Licensor shall arrange to provide appropriate troubleshooting, repair, or programming services (either on-site or by remote access, at Licensor's discretion) to repair, correct or resolve the problem. Licensor's obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Licensor during the Warranty Period.
- 9.4** Warranty Exclusions. In the event that Licensor has provided service under this warranty and the problem is later determined to be caused either: (i) by an error in the use of the Software rather than a fault or error in the Software itself, (ii) by failure to follow Licensor's operating instructions or the operating instructions of any other software program manufacturer or vendor of any software included in any related program application, (iii) by a hardware error, including but not limited to design error or hardware malfunction, (iv) by modification of the Software without Licensor's prior written consent, or (v) by a software error in any program code other than the

Software, then Licensor reserves the right to, at its option, to charge Licensee at Licensor's standard labor rates for the service time expended by Licensor in investigating the reported problem and reaching such determination.

- 9.5** Disclaimer of Warranty Liability. THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SOFTWARE, AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REMEDIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER THE SAME ARE WRITTEN, VERBAL, IMPLIED, OR STATUTORY.

10 Limitation of Liability

- 10.1** Neither party will be liable to the other for special, indirect, or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.
- 10.2** Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the actual amount paid by an insurer as a result of any claim made under Licensor's General and Professional liability insurance policies.
- 10.3** Licensee will indemnify and hold harmless Licensor, its officers, agents, and employees (Licensor's Indemnitees) against any claims, damages, and actions of any kind or nature, including reasonable costs, expenses, and attorneys' fees, related to and to the extent proximately caused by Licensee's unauthorized or improper use of the Software.
- 10.4** Licensor will indemnify and hold harmless Licensee, its officers, agents, and employees (Licensee's Indemnitees) against any claims, damages, and actions of any kind or nature, including reasonable costs, expenses, and attorneys' fees, related to and to the extent proximately caused by the negligence of Licensor, its agents, subcontractors, and employees, related to or in the performance provided by Licensor pursuant to this Agreement.
- 10.5** If judgment is entered against Licensor and Licensee by a court of competent jurisdiction because of the concurrent negligence of Licensor (or Licensor's Indemnitees) and Licensee (or Licensee's Indemnitees), Licensor and Licensee agree that liability will be apportioned as determined by the court.

11 Insurance

- 11.1 Minimum Scope and Limits.** Licensor shall obtain and maintain during the life of this Agreement the following insurance coverages:
- 11.1.1** Commercial General Liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, and personal injury, with a minimum policy limit of One Million Dollars (\$1,000,000), combined single limits, per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

11.1.2 Commercial Automobile Liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of One Million Dollars (\$1,000,000), combined single limits, per occurrence, and aggregate.

11.1.3 Professional Liability and Cybersecurity insurance, with a minimum policy limit of Three Million Dollars (\$3,000,000) each occurrence and Three Million Dollars (\$3,000,000) aggregate.

11.1.4 Workers' Compensation insurance as required by the State of California.

11.2 Additional Insured. Licensee shall be considered an Additional Insured under Licensor's General and Professional liability policies by virtue of the inclusion of this written provision.

11.3 Certificates of Insurance. Licensor shall provide to Licensee certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Licensee, prior to performing any services under this Agreement.

12 Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

13 Disputes

13.1 The parties shall attempt to resolve all disputes or controversies arising out of this Agreement by mutual agreement by discussing the issues in a businesslike manner between themselves. For any dispute or controversy that cannot be so resolved, either Party may submit a written request to the other Party for mediation. If such Party refuses to mediate the dispute or controversy, or if the terms and procedures for mediation cannot be agreed upon by the parties within thirty (30) days from the date of such written request, then such dispute or controversy shall be handled in accordance with the following procedures:

13.2 Arbitration of Disputes. Except as otherwise set forth in Section 13.4 below, all claims, disputes, and controversies arising out, of or relating to, this Agreement, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The site of the arbitration shall be mutually agreed upon by the parties, in a neutral location. All initial costs and expenses of arbitration (and mediation, if applicable) shall be shared equally between the parties but shall be subject to reimbursement

pursuant to Section 13.3 below. The parties agree to submit to the rules and procedures of arbitration, to abide by and perform any award rendered by the arbitrator(s), and to allow any judgment upon the award rendered by the arbitrator(s) to be entered in any Court having jurisdiction thereof without protest or appeal. The decision of the arbitrator(s) shall be given in writing and shall state with reasonable specificity the reasons upon which such decision is based.

13.3 Arbitration Awards and Recovery of Costs. All awards made pursuant to any arbitration proceeding conducted hereunder shall be in U.S. dollars, and if an award is made to any claimant which is greater than any amount offered in writing by the opposing Party prior to the hearing date in settlement of such claim or if the opposing Party has made no offer of settlement, then the opposing Party shall pay all of such claimant's costs and expenses incurred in such arbitration, including reasonable attorneys' fees, as well as all costs of arbitration, including all AAA fees and charges and the fees and expenses of all arbitrators. If no award is made to claimant or the amount of such award is equal to or less than any such amount offered in settlement by the opposing Party prior to the hearing date, then the claimant shall pay the opposing Party's costs and expenses incurred in such arbitration, including reasonable attorneys' fees, as well as all such costs of arbitration.

13.4 Reservation of Court Jurisdiction for Certain Issues. Notwithstanding any other provisions of this Agreement (including the provisions of Section 13.2 above), Licensor and Licensee may rely upon, and avail themselves of, the court system of any of the State of California to enforce any rights or remedies provided by the terms of this Agreement or any additional rights or remedies, at law or in equity, allowed under applicable law (including the entry of temporary or permanent injunctions and/or orders of specific performance) with respect to the continuing obligations contained herein. Nothing in this Agreement shall be interpreted to require the parties to take legal or other affirmative action, the decision to do so in each case being solely within the discretion of each party.

14 Notice

14.1 All notices, requests, demands, consents, or other communications ("Notices") which are required or permitted to be given under this Agreement shall be subject to the following requirements:

14.2 How Given. Notices may be given electronically or in writing. If given electronically, Notices shall be confirmed by written communication. All Notices given or confirmed by written communication shall be delivered by certified mail (return receipt requested) or by nationally recognized overnight delivery service.

14.3 Where Delivered. All Notices must be addressed to the appropriate party at the addresses set forth below. Either party may designate, by Notice to the other, substitute addressees or addresses for Notices; and thereafter, Notices must be directed to those substitute addressees or addresses.

If to Licensor: Teleosoft, Inc.

96 South George Street
Suite 350
York, PA 17401
Attn: Contracts
E-mail: contracts@teleosoft.com

If to Licensee: Napa County
Address: 1535 Airport Boulevard Napa, CA 94558
Attn: Rollie Soria, Sheriff's Administrative Manager
E-mail: rollie.soria@countyofnapa.org

- 14.4** When Effective. Notices delivered electronically will be effective on the date of transmission; provided, however, that written confirmation thereof is sent by certified mail or by nationally recognized overnight delivery service within two (2) business days from the date of transmission.

15 Audit

Licensor reserves the right to periodically audit Licensee to ensure that Licensee is not using the Software in violation of this Agreement, the Software License Agreement, or any Order. During Licensee's standard business hours and upon prior written notice, Licensor may visit Licensee and Licensee will make available to Licensor or its representatives any records pertaining to the Software to Licensor. The cost of any requested audit will be solely borne by Licensor, unless such audit discloses an underpayment or amount due to Licensor in excess of five percent (5%) of the initial license fee for the Software, in which case Licensee shall pay the cost of the audit.

16 Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

17 Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

18 No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

19 Entire Agreement

This Agreement, together with any attachments or addenda referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

20 Continuing Obligations

The provisions of Section 6 (Confidentiality) and Section 7 (Ownership and Licenses of Intellectual Property Rights) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement by either Party for any reason, and any disputes, claims or controversies arising from such continuing provisions may be enforced by either Party under the applicable provisions of Section 13 (Disputes).

21 Support and Maintenance

21.1 Scope

21.1.1 Maintenance Services: The following are the Maintenance Services that will be performed by Licensor in connection with the Software. Licensor shall:

21.1.1.1 Develop and provide corrections, changes, or workarounds ("Corrections") for any defects, errors, or malfunctions in the Software (collectively, "Defects"), discovered by Licensee (see Section 21.1.2: Reporting Procedures).

21.1.1.2 Provide to Licensee all improvements, modifications, and enhancements to the Software which Licensor shall make or acquire from time to time and which Licensor makes available to its clients generally. An enhancement is any improvement made that increases the functionality, performance, or usability of the software. Enhancements typically fall into one of three categories: compliance, environment, or functionality. A compliance enhancement is a response to a governing body requirement that affects procedures for the office using the software (e.g., a change in the rules of civil process). An environmental enhancement is a response to or implementation of a technology platform update, in order to maintain compatibility or improve performance, security, etc. A functional enhancement is any modification of the Software's features or functionality (e.g., a new menu selection or a new report).

21.1.1.3 Documentation of the above shall be provided at no additional cost and shall be adequate to inform Licensee of any problems resolved and any significant differences resulting from the improvement that are known by Licensor. Licensor warrants that each such general

improvements, modifications, and enhancements have been tested and shall perform according to the Specifications. Licensor agrees to correct, at no cost to the Licensee, corrupted Data that may result from any system deficiency introduced by the Improvements.

21.1.1.4 Continuous Improvement. Contractor shall on an ongoing basis, as part of its total quality management process, identify, report to Licensee, and implement ways to improve performance of the System and identify and apply techniques and tools from other Licensor installations that would benefit Licensee either operationally or financially.

21.1.1.5 Performance Standard Measurement. Licensor shall maintain the System, in whole and in part, to meet all performance standards. Licensor will conduct tests for measuring and certifying the achievement of the performance standards. Licensor must implement all testing, measurement and monitoring tools and procedures required to measure and report Licensor's performance of the System against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards and will be subject to audit by Licensee. Licensor will provide Licensee with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

21.1.1.6 Provide Licensee any upgrade releases ("Upgrade Releases") to the Software and all new Versions and Releases of the Software, which Licensor makes available to its clients generally.

21.1.1.7 At all times provide Maintenance Services for at least the current and one (1) previous Release of the Licensed Software; provided, that Licensor's obligation to maintain a previous Release will terminate 120 days after the current Release was made available to Licensee.

21.1.2 Reporting Procedures

21.1.2.1 The first line of support will be the Licensor's Help Desk, who will contact the Licensee's IT Help Desk.

21.1.2.2 Support calls and/or emails will be returned within one (1) business day. This response time may vary in any given call, based on telecommunications and internet availability and other factors. Licensor's only agreement herein with respect to such response time is to maintain functioning systems in place to permit achievement of such response times in more than eighty percent (80%) of such calls from all customers.

21.1.2.3 The Licensor shall maintain a technical support entry point

(“Support Center”) in Pennsylvania, identified by a dedicated phone number and e-mail address. Licensee may use this entry point to request service of the Covered Software. The Support Center operates during business hours, 8:00 a.m. to 5:00 p.m. (customer local time), Monday through Friday, excluding legal holidays.

21.1.2.4 This technical support entry point will also coordinate problem resolution and keep the Licensee apprised of efforts to remedy any problem situation until complete restoration of the service.

21.1.3 Coverage

21.1.3.1 Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware / software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Licensor.

21.1.3.2 Licensor assumes no responsibility for hardware vendor operating systems or other system software.

21.1.3.3 For the purpose of maintaining and supporting more current platform(s), both Licensee and Licensor agree that a currently supported Microsoft Environment is the most current release, and the previous releases detailed below.

Client Operating System	
Name	Release Date
Windows 10	July 2015

Server Operating System	
Name	Release Date
Windows Server 2022	August 2021
Windows Server 2019	November 2018

SQL Version	
Name	Release Date
SQL Server 2022	2022

SQL Server 2019	2019
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- Both the Licensee and Licensors agree to maintain support for the most current and previous releases as detailed above for all software necessary for the support of the product provided to County.
- Licensors agree to monitor the release of all software necessary for the support provided to Licensee and update “server” and “client applications to stay current with these versions.
- Licensors agree to maintain a version control number which will allow for similar tracking and support for both “server” and “client” applications. Licensors application versions should have a similar life span as the software required to support them. Licensee agrees to move to one of the most current three versions once notified by Licensors that such a release is required because a prior version is no longer supported. Licensors agree to give Licensee 180 days’ notice should there be such a release.

21.1.3.4 Coverage is limited to the Software operating at the following Licensee site(s):

Napa County, CA

21.1.4 Change Management. The parties shall develop a mutually agreeable change management process. At a minimum, such process shall require Licensors to notify Licensee and obtain Licensee’s approval prior to implementing any material changes to the services provided by Licensors hereunder or any changes that could materially affect Licensee’s use of the Software as contemplated in this Agreement.

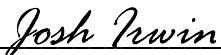
21.2 Price and Payment

Licensee will pay Licensors for Maintenance Services pursuant to the terms and conditions set forth in the addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

LICENSOR: TELEOSOFT, INC.

By  _____
CORY FREGM, CEO

By  _____
JOSH IRWIN, COO

LICENSEE: NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: May 29, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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ADDENDUM A – SHERIFF CLOUD 260049B

THIS ADDENDUM ("Addendum") supplements the Master Agreement ("Agreement") _____, made by and between Teleosoft, Inc. ("Licensor"), with its principal place of business located at 96 South George Street Suite 350, York, PA 17401 and Napa County ("Licensee"), with its principal place of business located at 1535 Airport Boulevard Napa, CA 94558, and is effective the later of _____, 20 ____ and the date of the Agreement (the "Effective Date").

The rights, obligations, and liabilities of the parties shall be determined by the above referenced Agreement, and its definitions shall apply to all language used in this Addendum. If there is conflict between this Addendum and the Agreement, the Addendum shall take precedence.

SECTION A1: HOSTING SERVICES

CountySuite™ Cloud Hosting

This Addendum is provided for Napa County and defines the details related to the hosting of the specified CountySuite™ software in an Azure Govt CJIS Compliant Cloud Hosted environment as outlined in Section C: Cloud Hosting Statement of Work.

SECTION A2: LICENSED SOFTWARE

1. Licensed Software

This Addendum licenses **CountySuite™ Sheriff**, with the functionality described in Section B below, covering Base Product Features and Module Features.

2. No Hardware

No hardware is included as a part of this proposal (e.g., tablets, printers, bar code scanners, label printers, etc.).

3. License Fee

Licensee agrees to pay a one-time fee of \$251,318 for the grant of the License herein. THERE IS NO PER USER FEE.

SECTION B: PRODUCT FEATURES

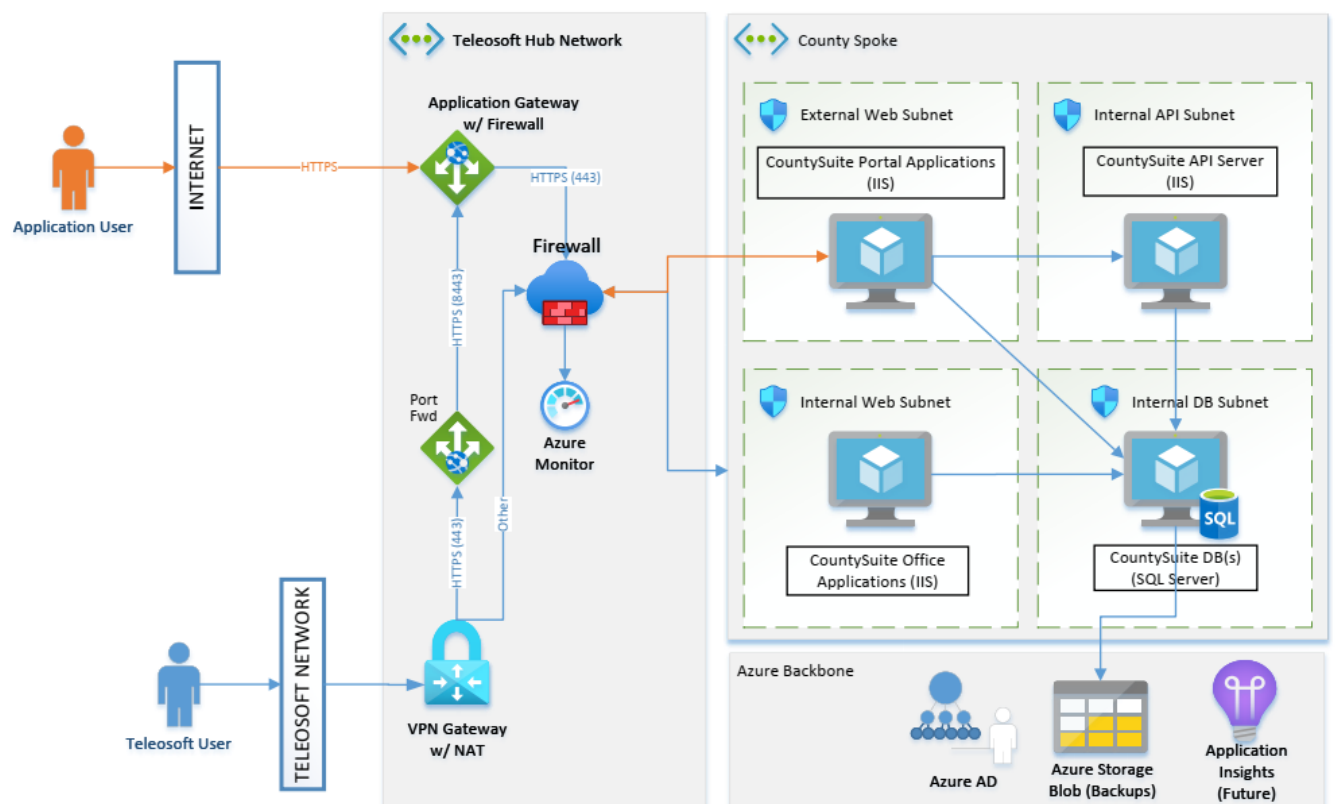
HOSTING PLATFORM

1. Product Overview

This section provides a summary of the details and work associated with the licensed CountySuite™ Sheriff software referenced below in CountySuite™ Cloud environment.

2. Cloud Architecture

The following diagram outlines the typical architecture for provisioning in the CountySuite™ Cloud environment.



Architecture Clarifications

- Direct TCP communication from VPN Gateway to Firewall is limited to Teleosoft access.
- All County network communication will occur over the public internet (shown above) or over a site-to-site connection on the Teleosoft Hub VPN Gateway (depending on communication requirements and/or 3rd party integrations).
- Authentication via OAuth:
 - The County is required to obtain an Entra ID tenant and connect it to their existing ADFS in order to use the County's Microsoft Entra ID as the Identity Provider, which allows user and credential management to remain unchanged.

3. Cloud Hosting Benefits & Services

AZURE INFRASTRUCTURE

- FedRAMP high, CJIS, PCI, HIPAA & IRS compliant
- VM Infrastructure 7x24x365 Uptime (99.9% SLA)
- Data Security
 - Data at rest
 - VM Disk Encryption
 - Data in motion
 - All web traffic is transmitted using HTTPS and TLS 1.2

TELEOSOFT MANAGED SERVICES

- Microsoft Windows Server, SQL Server, and CountySuite™ Patch Management, Inventory, and Change Tracking
- VM backups w/ 30-day retention and redundant copies
- Data backups w/ 1-year retention

Timeframe	RTO	RPO
0-7 days	1 day	4 hours
8-30 days	1 day	1 day
31-365 days	1 day	1 month

COUNTYSUITE™ SHERIFF

1. Technology

- 1.1. Upgrades to the application can be done remotely using Microsoft Azure Deployment Agent and are immediately available to all users
- 1.2. Browser-based interface does not require installs on each user machine
- 1.3. The preferred User Security model is to use the County's Microsoft Entra ID as the Identity Provider, allowing user and credential management to remain unchanged.
- 1.4. Reporting creates PDF documents for reliable printing and emailing (excel export for accounting)
- 1.5. Auditing system tracks every change to data within the system by time and user

CASE MANAGEMENT

2. Unified System

- 2.1. Participant information is shared between cases so names and addresses are not re-entered if they are already in the system.
- 2.2. Each contact can have an unlimited number of addresses which can be used for mailing, serving, and keeping historical information.
- 2.3. When addresses are added (by a deputy, for instance), all cases associated with that contact see the new information immediately
- 2.4. Easily look up an individual and see which Cases / Files are associated with them
- 2.5. An unlimited number of case participants (plaintiffs, defendants, attorneys, etc.) can be associated with each Case
- 2.6. An unlimited number of Files can be associated with each Case
- 2.7. An unlimited number of Services can be associated with each File
- 2.8. An unlimited number of Actions can be associated with each Case, or each File, or each Service
- 2.9. Contact details for all Services include physical characteristics (height, weight scars) and the ability to store pictures and images
- 2.10. Reports pull from information already entered into the system, so there is no need to enter information again (like case numbers, case participants, addresses, etc.)
- 2.11. Activities are contextual (ability to perform certain functions or access reports will be right there within the page you are already on, and where you expect them to be)

3. Home Page

- 3.1. Search both Open and Closed Files and Returned Instructions by Case Number, File Number, Participant Name, Property Address, SSN, Check Number, and more
- 3.2. Search results will show in list, or if only one File Number matches, take user to File immediately

- 3.2.1.** Results show File and Service status, and additional data depending on search filter selected
- 3.3.** Search for Services allows immediate jump to add Service Action for field staff (like Trip Ticket Update)
- 3.4.** Notifications show for upcoming events / deadlines
- 3.5.** Quick Links to:
 - 3.5.1.** Receiving (where a File starts)
 - 3.5.2.** Levy Receivables (taking in payments from Debtors)
 - 3.5.3.** Contacts (manage global contacts, like attorneys, vendors, keepers, etc.)
 - 3.5.4.** Accounts (all things financial)
 - 3.5.5.** Batch Printing (for Service Packets, Proof Packets, Writ Returns, etc.)
 - 3.5.6.** Assignment (manage a large office by assigning Files to staff, tracking progress)
 - 3.5.7.** Reports (System and Metric Reports)
 - 3.5.8.** Pending Files (view files entered that are missing service information)

4. Receiving Process

- 4.1.** Cashiering page(s) all in one page
 - 4.1.1.** Handles multiple locations (but defaults to the Default location for the current user)
- 4.2.** Look up existing Court Cases and/or File Numbers
 - 4.2.1.** Pull in all existing participants/attorneys and the Case Title
 - 4.2.2.** Add new participants if necessary
 - 4.2.3.** Defaults the Requestor (Plaintiff Attorney, or just Plaintiff if pro se), but can be changed
- 4.3.** Look up existing Contacts
 - 4.3.1.** Not just for attorneys
 - 4.3.2.** Add address information immediately (helpful to Receipts, ready to mail)
- 4.4.** Add to existing File, or create a new File
 - 4.4.1.** Select the Requestor from Case Participants
- 4.5.** Can charge for Copies in addition to filing fees
- 4.6.** Add unlimited number of Services
 - 4.6.1.** Use Quantity multiplier to avoid redundant entry
 - 4.6.2.** Checkbox to auto-add Notary fee
 - 4.6.3.** Only show the Waiver choices that are valid for the selected Service category
 - 4.6.4.** Add additional Deposit amount (can be set for a default amount for any Service)
 - 4.6.5.** Auto-adds Eviction service "pairs"
 - 4.6.6.** Capture Service Documents (can be required)
 - 4.6.7.** Capture Waiver Documents (can be required)
 - 4.6.8.** Automatically calculates expected Service Fees
- 4.7.** Add payment information
 - 4.7.1.** Defaults to being paid by the Requestor, but the user can choose any case participant, or enter anyone outside of the case

- 4.7.2.** Take multiple forms of payment to add up to total required (mixture of checks, cash, etc.)
 - 4.7.3.** Recalculates remaining amount every time a payment is added (user can override)
 - 4.8.** Option to generate Receipt document now, or later
 - 4.8.1.** Receipt can include cash breakdown grid, office contact information on the back
 - 4.9.** Capture additional documents
 - 4.9.1.** Writ, Warrant, Instructions, etc.
 - 4.10.** Generate File Number label using Dymo Label printer (for manila folders)
 - 4.11.** For Writs, option to Check APR validity based on provided information, so File can (potentially) be rejected immediately
 - 4.12.** Link to Returned Instructions page, so user can easily generate form that will be mailed back to the Requestor (when rejected)

5. Manage Court Case Information

- 5.1.** Shows all case participants with name, address, phone number information
 - 5.1.1.** Easily jump to the Contacts page to manage the details of each participant, or add a new one
- 5.2.** Jurisdiction information (Case Title and Court)
 - 5.2.1.** Court uses type-ahead technology to make it easy to find court by typing ANY PART of the Court name and address (usually using the street address if the fastest way to filter to the court you need)
 - 5.2.2.** Case Title fields are limited in length to warn the user when they will not fit in the Mandatory Judicial report header
- 5.3.** Shows list of all Files associated with this Court Case
 - 5.3.1.** Displays File Number, File Category and current status (Open, Closed, etc.)
 - 5.3.2.** Easily click on a File to jump to the details for that File

6. Manage Contacts

- 6.1.** When the user IS NOT inside of a Case
 - 6.1.1.** This page can be used to add or update global contacts that can be used for any Case
 - 6.1.2.** Contacts can be placed in global categories such as Vendor, Trustee, Keeper, Attorney so that later parts of the application will only show applicable contacts in those contexts
 - 6.1.3.** Contacts can also be added to the system, even if they are not yet associated with any Court Case (if you find out information about this person or expect paperwork to arrive soon). Then, when Receiving that paperwork, the contact can be chosen and associated with that filing.
- 6.2.** When the user IS inside of a Case
 - 6.2.1.** This page allows the user to look up any existing contact within the system, or add a new one, and attach them to this court case by defining their role for that Case (Plaintiff, Defendant, Garnishee, Employee, Spouse, etc.)

- 6.2.2. The user can easily jump between the details for all Case Participants without leaving this page
- 6.2.3. The user can set the relationship between participants here (Employer/Employee)
- 6.2.4. A feature is available to substitute an attorney, and capture the appropriate paperwork
- 6.3. Names and aliases can be entered
- 6.4. Additional data such as Email, SSN, State Bar Number and Vendor Number can be added
- 6.5. Warning Notes can be added to the user, which will follow them to any Cases they are associated with
- 6.6. Physical Details can be added to ANY contact (not just for Warrants or TRO)
 - 6.6.1. DOB, Facial Hair, Scars/tattoos, vehicle description, height, weight, driver's license, XREF number, etc.
 - 6.6.2. This includes attachment of photos
- 6.7. Unlimited number of phone numbers
- 6.8. Unlimited number of addresses
 - 6.8.1. Ability to set address as invalid
 - 6.8.2. Ability to exclude address for Services (won't show on the Trip Ticket)
- 6.9. Easily copy entered information (for husband/wife) with the Save As New Contact option
- 6.10. Primary bankruptcy information is connected to the Contact
 - 6.10.1. Only need to enter it once, then affects all Services associated with the Contact
 - 6.10.2. Easily see the list of those Services, and jump to them from this page to enter Service-specific information related to the bankruptcy
- 6.11. Contact History button
 - 6.11.1. Takes user to a page showing ALL files the user is associated with, including role in that File
- 6.12. Print Mailer page
 - 6.12.1. Print a mailer sheet for any contact/address combination right from this page

7. Manage Bankruptcies

- 7.1. Add Filing information (filing date, received date, court, 341 meeting date, etc.)
 - 7.1.1. Capture Bankruptcy documents
- 7.2. Select Trustee (if applicable)
- 7.3. Track Disposition type and date
 - 7.3.1. Capture Disposition documents
 - 7.3.2. Track Closed date
- 7.4. Capture any additional correspondence documents
- 7.5. Once the primary bankruptcy information is added, the user can view all Services associated with this contact that may need additional details added, specific to that Service
 - 7.5.1. User can easily jump to each Service to enter service-specific information about the bankruptcy

8. Manage Service-Specific Bankruptcy Information

- 8.1. All the general information about the bankruptcy DOES NOT have to be re-entered for each Service
- 8.2. Since the bankruptcy is associated with the person, who is specifically a debtor on a particular levy (or eviction), ONLY that particular Service/Levy is affected by the Bankruptcy, NOT the entire File (which could have other active levies where payments can still be received and disbursed)
- 8.3. Enter details about when the Employer/Garnishee was notified, when/if the trustee letter was sent, when the Levy was re-instated, who the Funds should be sent to, and when they were sent
- 8.4. The Bankruptcy Notices are then printed from this page with a single click
- 8.5. A Trustee Letter is captured from this page
- 8.6. An Order Avoiding Lien is captured from this page
- 8.7. Quick links are provided to jump to the Levy Notices page (WG-012, etc.), and the Judgment Ledger (for holding any pending receivables)
- 8.8. A bankruptcy on an eviction will affect the Deputy Services listing, notifying the field staff to halt the eviction, until paperwork is received to allow the eviction to proceed.

9. Manage Levy Receivables (Single)

- 9.1. Type-ahead technology allows the user to enter a Court Case or File Number
- 9.2. Any associated (active) Levies associated with that File are displayed, with the Judgment amount, Garnishee Name and Debtor Name (and the entry date of the Service, to differentiate re-levies)
- 9.3. Details are brought in for the selected Levy
 - 9.3.1. File Closed, Levy Claim, Bankruptcy, Last Received Amount (and list of all past receivables), Levy Status, Levy Modification/Frequency, Judgment Expiration, Current Judgment Balance, all Comments
- 9.4. Funds Available Date defaults to county specifics
- 9.5. Paid By defaults to Employer or Garnishee, depending on whether service is EWO or EOJ
 - 9.5.1. But any case participant can be selected, or a new contact entered
- 9.6. Payment can be placed on Hold if desired
- 9.7. Payment document can be captured
- 9.8. Refund can be auto-queued up for over-payments (Levy Modification, etc.)
- 9.9. MORF (Memorandum of Returned Funds) can be generated from this page (if the check cannot be identified, or other problems exist)
- 9.10. Quick Links to jump to the associated File or Ledger for any entry

10. Manage Levy Receivables (Multiple)

- 10.1. Similar interface to above, but allows the entry of check details for a single receivable
- 10.2. Then type-ahead lookup is used to bring in specific File/Service details
- 10.3. Details are brought in for the selected Levy
 - 10.3.1. File Closed, Levy Claim, Bankruptcy, Last Received Amount (and list of all past receivables), Levy Status, Levy Modification/Frequency, Judgment Expiration, Current Judgment Balance, all Comments

- 10.4.** The user then enters the amount applicable for that Levy
- 10.5.** Refund can be auto-queued up for over-payments (Levy Modification, etc.)
- 10.6.** The total of all entries is constantly recalculated along with the remaining amount (compared to the total check amount)
- 10.7.** Once the totals match, all deposits are submitted and entered on the appropriate Judgment Ledgers

11. Memorandum of Returned Funds

- 11.1.** User can enter mailing name/address, or choose from case participants
- 11.2.** Capture the payment document
- 11.3.** Enter check number, date and amount
- 11.4.** Choose from several default reasons
 - 11.4.1.** Case released/stayed, Case has been Closed, Case is fully Satisfied, Due to Employer Response, EWO Modified, Return Funds to Debtor, etc
- 11.5.** Add any other free form notes desired

12. Manage File Information

- 12.1.** Track general information such as File Number, Filing Source (counter, mail, e-filed, etc.), Requestor, Received Dates
- 12.2.** Badges at the top of the page inform the user of important status information (WRIT RETURNED, WRIT EXPIRED, FILE OPEN, FILE CLOSED, etc.)
- 12.3.** If the File is associated with a Writ, the Writ section is visible
 - 12.3.1.** Enter the writ category (execution, possession, etc.) and type (money judgment, personal property, real property, etc.)
 - 12.3.2.** Enter the Writ Issued Date (expiration is auto-calculated)
 - 12.3.3.** Enter judgment type (limited, unlimited, pre-judgment, etc.)
 - 12.3.4.** Set whether to Hold the Writ Full Term, and whether this is a Criminal writ
- 12.4.** If the File is associated with a Writ, the Judgments section is visible
 - 12.4.1.** Add as many Judgments as are necessary for the Writ
 - 12.4.2.** This handles Attachment 20 scenarios for Writs of Execution
 - 12.4.3.** This handles a multiple-address situation for Evictions
 - 12.4.4.** The Judgment section shows the date Entered, Expires (including handling NEVER), the Debtor Names, the Judgment Amount, and the current Judgment Balance
 - 12.4.5.** Clicking on the row takes the user to the Judgment Page
- 12.5.** Show the list of all Services (Levies) associated with that File
 - 12.5.1.** Date Entered, Date Completed
 - 12.5.2.** Bankruptcy Active
 - 12.5.3.** Service Category
 - 12.5.4.** Name and Address of Serve To (or Property Address for Real Property)
 - 12.5.5.** Service Status (Successful, Unsuccessful, In Progress, Checked Out by Deputy X, etc.)
 - 12.5.6.** Clicking on a Service row takes the user to the Service Page
- 12.6.** Show the list of all File Actions

- 12.6.1.** Each File Action row shows the Priority, Entry Date, User name, category, description, and a paperclip to easily launch any attached documents
- 12.6.2.** When a Critical comment has not expired, visiting the File page pops this text up in front of the user and forces a dismissal of the dialog
- 12.6.3.** This list can be filtered to only show entries with documents attached, or vice versa
- 12.6.4.** This list can also be filtered to hide all Accounting-related items (scanned checks, deposits received, etc.)
- 12.6.5.** Clicking on a File Action row takes the user to the File Actions page
- 12.7.** The user can Close a File or Re-Open a File or Delete a File
- 12.8.** The user can generate a Notice of Action Taken (or not Taken)
- 12.9.** The user can generate documents for all Services associated with this File in batch
 - 12.9.1.** Service Packets (Trip Tickets and Service Documents)
 - 12.9.2.** Proof Packets (Proof of Service, Declaration of Diligence)
 - 12.9.3.** Certified Mailers
- 12.10.** The user can generate a Writ Return (if a Writ is associated with this File)
 - 12.10.1.** Prompted to also produce Audit Report (can be defaulted per county)
 - 12.10.2.** Supports Regular and Final and Supplemental Return types
 - 12.10.3.** User can add remarks and pause interest
 - 12.10.4.** File can be auto-closed after Writ Return is generated
- 12.11.** Whenever documents are Printed, they are always attached to a File Action that is auto-created
- 12.12.** However, the user also has the option to Preview the documents, which generates them as a PDF, but does NOT create the associated File Action
- 12.13.** Quick Links to jump to the File Ledger or Judgment Ledger (only for files with Judgments)
- 12.14.** The user has the ability to put the file on hold at any time (permission based) which will prevent money from being disbursed until the hold is removed.

13. Manage File Actions

- 13.1.** The user can add a File Action with a date/time and category, and then add notes and set a priority (and expiration date) for the Action
- 13.2.** The user can capture any document and associate it with the File Action
- 13.3.** When selecting a category, default text can be defined for that category to prevent redundant data entry
- 13.4.** Whenever documents are generated from a File or Service (Notice of Action Taken, Proof of Service, Levy Notices for Modification/Release, etc.) a File Action is always automatically created, and the generated document attached

14. Notice of Action Taken

- 14.1.** Allows the user to generate notices with numerous default text fields added (primarily used for Returned Instructions)
- 14.2.** This includes specific check details so that the user can search even Returned Instructions (from the main page of the application) using the check number

- 14.3.** The user can also choose to add ONLY the text that they have entered without any other text being included (and this text field is UNLIMITED)
- 14.4.** Additionally, the title of the report can be changed (allowing it to be used for just about any type of office communication), but the generic header will still be used
- 14.5.** It is also possible to include the sheriff signature at the bottom of the generated document
- 14.6.** Any case participant and address can be selected as the name/address combination for the mailer
- 14.7.** Documents can be scanned and attached with the Notice of Action Taken Letter that is generated
- 14.8.** When a Notice of Action Taken is generated from within a File, a File Action is created with the generated document attached.

15. Manage Judgment Information

- 15.1.** Enter Creditor (select from list of case participants) and Debtor(s) (select from list of case participants)
 - 15.1.1.** Note that ANY participant can be used as the Creditor or Debtor.
 - 15.1.2.** Case Participants are NOT tagged as Plaintiff/Creditor or Defendant/Debtor when they are added to the case.
 - 15.1.3.** Rather, their role as Plaintiff or Defendant remains with their association to the Case. Their role as Creditor or Debtor remains with their association to the Judgment
 - 15.1.4.** This easily allows cross filings to be handled without the need to re-enter case participants with a different case participant category
- 15.2.** Enter Judgment Entered (or Renewed) Date (limited by the Writ issued Date already entered)
- 15.3.** Set whether or not this is a Sister State judgment (which will hold payments until the user captures the POS from the other office)
- 15.4.** Enter Financial Details
 - 15.4.1.** Entry fields are labeled with the California Writ line numbers
 - 15.4.2.** Entering the Daily Interest amount calculates the APR
 - 15.4.3.** User is warned if the APR exceeds the 10% limit. The application can be configured to allow for decimals above 10.00% to match county preferences
 - 15.4.4.** User is warned if the APR=0% (in case it was left blank in error)
 - 15.4.5.** User is warned if Direct Court Costs are entered (since normally they are blank)
 - 15.4.6.** The Judgment Ledger is initialized with the information entered here
- 15.5.** Enter Property Information
 - 15.5.1.** This can be used with or without the Financial Details (one or both can be entered)
 - 15.5.2.** This is where the address would be entered for an Eviction, or a real property situation
 - 15.5.3.** The user can select from addresses already associated with case participants, to avoid redundant entry
 - 15.5.4.** The user can also enter just a Property Description (and not an address) for a personal property situation
- 15.6.** Quick Links to jump to the Judgment Ledger page (very similar to the debtor ledger you are familiar with), or to add a Creditor Judgment Reduction or Costs After Judgment

16. Creditor Judgment Reduction

- 16.1.** Allows the user to enter the date received, the amount, any notes, and capture the document received
- 16.2.** This can also be used to enter a Creditor Credit Bid, which has the same effect
- 16.3.** The adjustment is added to the Judgment Ledger
- 16.4.** The user is then taken to a page listing all Levies associated with this Judgment so that Notices (WG-012, etc.) can be generated, if desired

17. Costs After Judgment

- 17.1.** Allows the user to enter the date received, the amount, any notes, and capture the document received
- 17.2.** The adjustment is added to the Judgment Ledger
- 17.3.** The user is then taken to a page listing all Levies associated with this Judgment so that Notices (WG-012, etc.) can be generated, if desired

18. Manage Judgment Ledger

- 18.1.** Provide the user visibility into all financial activity pertaining to the process of paying off a judgment
- 18.2.** As such, while it is in Ledger form, not all the rows in the ledger represent actual financial transactions
- 18.3.** The grid will show things like the original judgment amounts, the accruing costs and interest, and even entries that indicate when interest was paused and resumed. Creditor Judgment reductions affect the overall judgment balance but are not financial transactions in themselves.
- 18.4.** The user can quickly see on this page the current Funds Available and the remaining Judgment Balance
- 18.5.** The Daily Interest Rate is calculated and displayed at all times
- 18.6.** A Notification of Account Status report can be generated to provide the debtor payoff specifics
 - 18.6.1.** The system can auto-include any remaining Service fees and a final \$12 fee
 - 18.6.2.** The Notification of Account Status report will highlight the current amount owed based on the payment date specified
- 18.7.** The user can Split money out of incoming credits (to create refunds, etc.), VOID entries, Stale Date entries, Hold entries, Delete entries, and generate an NSF letter (with the appropriate permissions)
- 18.8.** The user can also regenerate receipts at any time
- 18.9.** When payment documents (checks, money orders, etc.) are captured during entry, they appear on the ledger as a paperclip so the user can easily view the PDF at any time
- 18.10.** Clicking on a ledger row provides the user with further details about the entry, including the actual relationship between the credits and debits on the ledger, and how much money may remain in the credit. This is because our system maintains a connection between credits and debits for every amount that is disbursed.
- 18.11.** The user can also edit limited information about the entry

- 18.12.** The user can select only certain entries and then limit the ledger view to only the selected entries (sometimes helpful when trying to determine how credits and debits were apportioned when there was a long delay in between disbursement (maybe due to a Levy Claim, etc.)
- 18.13.** The ledger grid can also be expanded to show the entire ledger (without scrolling within the limited grid window)
- 18.14.** The ledger can be printed (which matches the Audit report format that prints with a Writ Return)
- 18.15.** The ledger can be exported to Excel
- 18.16.** All of the above capabilities can be granularly assigned based on user permissions

19. Manage File Ledger

- 19.1.** Provide the user visibility into all actual financial transactions that take place on the File
- 19.2.** This includes all credit and debit activity, but will NOT include non-financial entries in the way that the Judgment Ledger does
- 19.3.** The user can look at the File Ledger and know exactly the current money balance on the File
- 19.4.** There is no need to enter information on "both" ledgers to make things "balance". Any real money transactions will show on the File Ledger.
- 19.5.** The ledger will show the "Remaining Amount" in any credits on the ledger, allow the user to easily see what is remaining in specific credit payments (like Fee for Services, Deposits, or even Levy Receivables)
- 19.6.** The user can add new Credit or Debit entries to the ledger from this page (an additional Deposit from an Attorney to cover additional costs for a levy, for instance)
- 19.7.** Adding a Vendor Payment (or Keeper payment) is as simple as adding the correct Debit amount and selecting the proper payee from this page
 - 19.7.1.** The system can automatically find and associate the Debit with an available Credit, or the user can choose a specific Credit from the ledger and "split" out the amount they wish to pay the Vendor, or Refund the Creditor, etc.
 - 19.7.2.** The payment will then become part of the next check disbursement run
- 19.8.** The user can Split money out of incoming credits (to create refunds, etc.), VOID entries, Stale Date entries, Hold entries, Delete entries, and generate an NSF letter (with the appropriate permissions)
- 19.9.** The user can also regenerate receipts at any time
- 19.10.** When payment documents (checks, money orders, etc.) are captured during entry, they appear here on the ledger as a paperclip so the user can easily view the PDF at any time
- 19.11.** Clicking on a ledger row provides the user with further details about the entry, including the actual relationship between the credits and debits on the ledger. This is because our system maintains a connection between credits and debits for every amount that is disbursed.
- 19.12.** The user can also edit limited information about the entry
- 19.13.** The user can select only certain entries and then limit the ledger view to only the selected entries (sometimes helpful when trying to determine how credits and debits were apportioned when there was a long delay in between disbursement (maybe due to a Levy Claim, etc.)
- 19.14.** The ledger grid can also be expanded to show the entire ledger (without scrolling within the limited grid window)

19.15. The ledger can be printed and/or exported to Excel

19.16. All of the above capabilities can be granularly assigned based on user permissions

20. Manage Services

20.1. Entry fields adapt depending on whether the page is a Miscellaneous Service, Hearing Date Service, Eviction, EWO or EOJ.

20.2. Serve By Dates are auto-calculated as they related to Hearing Dates

20.3. Bench Warrant Courtesy letters can be generated, and Bail amounts entered

20.4. Ability to select Service Documents

20.4.1. Filtered down so only those that are related to the selected Service are shown

20.4.2. And documents can now be selected in groups, making common selections easier and faster

20.5. Specify the Serve To name/address combination (select from a dropdown list containing case participants)

20.6. For an EWO, the Employer associated to the judgment debtor is automatically selected

20.7. For an EOJ, the user can select multiple debtors for the selected Garnishee

20.8. For a levy, specify additional information, such as who payments should be made to

20.9. Show a list of all Service Actions on this service (attempts, final service, cancellation, etc.)

20.10. Generate Service packets (Trip Tickets plus Service documents)

20.11. Generate Proof of Service

20.12. Capture Levy Release, Levy Modification, Garnishee Response

20.13. Add Levy Claim and/or Bankruptcy Details for this Service

20.14. Other reports that are generated (visible only for the correct Service type)

20.14.1. Certified Mailer

20.14.2. Request for Employer Return

20.14.3. Request for Safe Deposit Box Fees

20.14.4. Third Party Notice of Levy

20.14.5. Garnishee Demand Letter

20.14.6. Eviction Information Letter

20.14.7. Eviction Poster

20.14.8. Sister-State Bench Warrant

21. Manage Levy Claims

21.1. These claims are associated with a particular Levy (Service).

21.2. Several claims can be added at the same time, and they do NOT overwrite previous claim information

21.3. Can choose whether this is a Claim of Exemption or Third-Party Claim

21.4. Allows for entry of all details (Claimant, date received, date notice to creditor mailed)

21.5. Notice of Opposition due date is automatically set

21.6. Once NOO is received, due date for the Notice of Hearing is set

21.7. One NOH is received, then further information about the Hearing results can be captured

- 21.8. A cover sheet, creditor notice, and third-party notice can all be generated
 - 21.8.1. For a Third-Party claim, the appropriate documents are generated based on in/out of state conditions and whether an undertaking is involved.
- 21.9. For an EWO, if the Order Determining indicates a new garnishment frequency and amount, that can be entered directly on this page

22. Manage Levy Releases

- 22.1. Capture the document filed that initiated the release
- 22.2. Data entry fields adapt depending on whether or not the levy is an EWO or EOJ
- 22.3. Specify the termination date and possibly “other orders” text to generate the appropriate release notice.
- 22.4. For an EOJ, the user can specify a date when the item can be released from Storage
- 22.5. The appropriate Levy Release notice is generated, based on the information entered

23. Manage Levy Modifications

- 23.1. Capture the document filed that initiated the modification
- 23.2. Data entry fields adapt depending on whether or not the levy is an EWO or EOJ
- 23.3. Specify the garnishment frequency and amount (if applicable for an EWO)
- 23.4. Specify the modification date and possibly “other orders” to generate the appropriate WG-012 or EOJ form
- 23.5. The appropriate Levy Modification notice is generated, based on the information entered
- 23.6. Notices can be generated (for things like bankruptcy) without affecting/including any garnishment frequency/amount information
- 23.7. Once a garnishment frequency/amount is entered here, this will affect how Levy Receivables work, and the appropriate details will be captured in a File Action and appear on the Disbursement Verification report.

24. Manage Garnishee Response (EWO - Employer Return)

- 24.1. Capture the document that was received, along with the date and any notes
- 24.2. When this document was generated by our application, a barcode is included, and scanning that barcode will take the user to the Levy page to process the response
- 24.3. Track if the employee is:
 - 24.3.1. Not Employed (automatically changes Order status to Not Effective)
 - 24.3.2. Now Employed (provide fields to specify pay period, last period earnings)
 - 24.3.3. On a Leave of Absence, or Undetermined
- 24.4. Specify Order status (Effective, Not Effective, Undetermined)
- 24.5. Track Status of Other Order (if applicable)
 - 24.5.1. Received First On (enter Date)
 - 24.5.2. Has Higher Priority
 - 24.5.3. Capture Copy of Other Order
- 24.6. If Other Order not provided, enter details
 - 24.6.1. Court Name, Address, Court Case Number

24.6.2. Levying Office Name, Address, File Number

24.6.3. Total Withheld Amount

24.6.4. Additional Comments

25. Manage Garnishee Response (EOJ – Memorandum of Garnishee))

25.1. Capture the document that was received, along with the date and any notes

25.2. When this document was generated by our application, a barcode is included, and scanning that barcode will take the user to the Levy page to process the response

25.3. Options for Typical Responses (No such account, No funds available, No safe deposit box, Account closed, Nothing to report, Social Security Funds deposited directly into this account, Other party on account)

25.4. If Other party on Account, the option is presented to select or add a Third-Party Contact to the levy

26. Manage Service Actions

26.1. Enter Disposition, Date and Time of Service Action

26.2. Entry fields adapt based on the type of Service (show/hide fields like Signed by (3b) Accepted by (5b) or Mailed Date).

26.3. Default text is created for the Declaration of Diligence and Proof of Service information, based on the type of Service Disposition selected (Served – Personally, Served – Sub-Service, Served – Business Representative, etc.)

26.4. Deputy selection defaults to the current user (if they are in the list), otherwise they can be selected from the dropdown

26.5. Capture the Trip Ticket as part of the entry process (or RPS Proof of Service)

26.6. Ability to charge no fee, if desired

26.7. All required options and variations to support a Summons service (On behalf of, etc.) are supported

26.8. For an EWO Service, can generate an Unsuccessful Attempt letter (only visible, if service was unsuccessful)

27. Manage Real Property Process

27.1. New Real Property Assistant

27.2. Now connected to the actual Services!

27.3. Walks the user through all steps

27.4. Generate all reports, reduced redundant entry

28. Manage Personal Property Process

28.1. Walks the user through all steps

28.2. Track inventory

28.3. Generates Sale Notices

28.4. Track the sale day process

28.5. Generate all reports, reduced redundant entry

29. Barcode Scanning

- 29.1.** Can be done from ANY page within the application
- 29.2.** Will take the user to the related Service, or to add a Service Action if the Service is not completed
- 29.3.** Barcodes are included on Trip Tickets, Employer Return, Garnishee Response, etc.

30. Manage Accounts

- 30.1.** Provides a basic view of your "checkbook" (for the escrow account you manage)
- 30.2.** View the Account entries (both debit and credit) for any date range
- 30.3.** Search and find any check(s) by name, check number, category
- 30.4.** Consolidated checks (like Civil Revenue, etc.) can be printed individually
 - 30.4.1.** Details reports can be generated for each consolidated check showing all files/services that contributed to the totals
 - 30.4.2.** Checks can be printed at any interval (usually end of month) but can be configured to "lock down" monthly, weekly, and even daily
- 30.5.** Any check can be printed individually without going through the Disbursement process (with permissions)
- 30.6.** Insert VOID entries for damaged checks
- 30.7.** For offices with multiple Locations, Accounts can be filtered by Location

31. Manage Deposit Verification

- 31.1.** Daily review of all entered money (via Receiving, Ledger, etc.)
- 31.2.** Filter by individual cashier and/or Tender Type (can be useful when approving ACH transactions)
- 31.3.** For offices with multiple Locations, Deposits can be filtered by Location
- 31.4.** Deposits can be VOIDed if they do not match the actual received payment documents, and some information can be corrected and updated prior to final approval on this page (all VOIDS require a journal entry reason)
- 31.5.** Deposits can be put on hold by a user with the proper permissions
- 31.6.** Deposits can be approved and "Posted to Accounts" at your desired interval (usually daily)
- 31.7.** Generate Deposit Ledger reports (can be exported to Excel), grouped by Tender Type or File Type
- 31.8.** Generate Account Activity (and Detail) reports for Civil Revenue, Total Receivables, and Total Disbursements, with Prior and Next Day Trial Balance numbers
- 31.9.** Receipts can be reprinted by selecting a Deposit
- 31.10.** User can be limited to only make changes to their own deposits or allowed to edit all deposits dependent on permissions

32. Manage Reconciliation

- 32.1.** Monthly reconciliation with Bank Statement
- 32.2.** Shows all Credit and Debit activity that is non-reconciled
- 32.3.** For offices with multiple Locations, Reconciliation can be filtered by Location

- 32.4.** Simple check-box interface
- 32.5.** Auto-calculates cleared amounts and compares to entered Statement Balance as items are checked
- 32.6.** Supports import from many banks to reconcile Checks Written (Deposits must be manually reconciled)
- 32.7.** Generate reconciliation summary
- 32.8.** Can always generate a list of Outstanding Checks

33. Manage Disbursements

- 33.1.** A list of all Disbursements can be viewed and filtered, showing the date it was Created, the Funds Available Date, the Finalized Date, the Mailed Date (entered after checks are printed), and any Notes, along with a paperclip allowing you to view the actual check PDF (or check request report) that was produced
- 33.2.** Clicking on a completed Disbursement will allow the user to see a list of all the checks created, as well as edit the Mailed Date
 - 33.2.1.** Batch VOIDS can be done from this interface in the event of printer issues
 - 33.2.2.** A Positive Pay export can be created and uploaded to your bank (several formats supported)
- 33.3.** For offices with multiple Locations, Disbursements can be filtered by Location
- 33.4.** Only one Disbursement (per location) can be In Progress at any one time
- 33.5.** A new Disbursement can be created (if none are In Progress) by defining the Funds Available Date
- 33.6.** The user then initiates the process that identifies all Pending Receivables within the system
 - 33.6.1.** The user can choose to view these credits, which are listed with the Entry Date, File Number, Funds Available Date, Category and Amount
 - 33.6.2.** Our application identifies INDIVIDUAL credits that are available, not the TOTAL amount available within a given File/Levy.
 - 33.6.3.** This allows us to create Creditor Payments for each Receivable, eliminating the need for you to manually SPLIT that check later in the process to maximize the \$12 fees that you can collect
 - 33.6.4.** Credits that are “blocked” (will not be used) are highlighted and the reason is defined (On Hold, Bankruptcy, Active Levy Claim, Levy Ineffective/Invalid, Levy Closed/Terminated, Judgment Expired)
 - 33.6.5.** The user can choose to click on any row and be taken to the ledger for this File, where perhaps the conditions can be resolved, and then the credit can be included
 - 33.6.6.** This view allows regular review of credits that may be held up so that those conditions can be addressed
- 33.7.** The user then initiates the process that creates Pending Checks for review and printing
 - 33.7.1.** This logic involves applying county-specified criteria for minimum check amounts, the ability to combine smaller credits to exceed the minimum check amount, the ability to combine smaller credits with a larger check that is already being printed from that Levy, etc. in order to maximize the number of \$12 fees that can be collected, and minimize the number of checks actually be printed

- 33.7.2.** Additional logic can allow checks below the normal minimum to be printed if there has been no further activity on that File for 180 days (or a specified number of days)
- 33.7.3.** Creditor Payments are created, and the associated \$12 fees are also created, and any other checks (like queued Debtor or Creditor Refunds, Vendor Payments, Keeper Payments, etc.) are all generated into a list of Pending Checks
- 33.7.4.** During this process, and until the Disbursement process is finalized, all the credits utilized are disabled on the individual File and Judgment Ledgers to prevent any changes being made during the check processing
- 33.7.5.** The checks in the Pending Checks list will show the File Number, Payee, Amount, Levy Modification amount, Overpayment amount, and Last Received Amount
- 33.7.6.** Any check can be removed from the list of Pending Checks during the evaluation of the checks
- 33.7.7.** Any check can Edited from the list of Pending Checks, which will allow the check to be Split (any number of times), a \$12 fee to be skipped, etc.
- 33.8.** The user can then work their way through the grid listing of the checks, confirming that all looks correct, and choosing to include/exclude any check from being printed (using a checkbox).
- 33.9.** Clicking on a row will open the Judgment or File Ledger in a new tab, allowing for further research.
- 33.10.** As checks are included / excluded, a count of how many checks will be printed is updated in the Print Checks button
- 33.11.** A Check Verification report can be generated which will list the details of all the checks listed in the Pending Checks grid
 - 33.11.1.** This report includes information about the checks, along with (optionally) a list of the previous 5 checks, and (optionally) any active critical File Actions or disbursement File Actions
 - 33.11.2.** Red flags on this report include things like First Check, Bad Address, Missing Address, Levy Modification details, etc.
- 33.12.** For counties that require a Vendor ID for all payees, a Pending Check will be blocked and highlighted until this condition is corrected
- 33.13.** Checks that are greater than a specified amount will automatically be skipped within the check run until approved by a Supervisor. The supervisor is shown these checks in a list. Clicking on the check will take the user to the File for further review before approval.
- 33.14.** For counties that have a large list of Pending Checks, a Filter field is provided to type in the File Number and find all checks that match the entered value
- 33.15.** For counties that have a large list of Pending Checks, the ability to skip a range of checks can be accomplished by entering a beginning and ending File Number. (If the starting File Number is left blank, all checks up to the ending File Number will be skipped. If the ending File Number is left blank, all checks after the starting File Number will be skipped.)
- 33.16.** When all review has been done, the Print Checks button will assign check numbers, and then present a confirmation dialog which will show the beginning/ending check numbers (which helps to retrieve the proper number of checks from the safe), and it will also generate a report of all checks about to be written (in check number order) for auditor confirmation
- 33.17.** If the user confirms that checks should be printed, the system will either generate a PDF of actual checks (using the specified county check format), or a PDF of a report called a "Check Request Report", which will list all pertinent information about the checks, and can be sent to

the auditor controller (the latter is usually used when the sheriff's office does not print their own checks)

33.18. If the user desires to cancel the Disbursement run, the Undo All button will remove all the Pending Checks, and the Disbursement run can even be deleted.

33.19. For several counties, we have created a text/XML file formatted for upload to the auditor/controller

33.20. Ability to upload to a bank for Positive Pay

34. Manage Invoices

34.1. For offices with multiple Locations, Invoices can be view/created per Location, or across all Locations

34.2. Provides a way to simply do Court Billing (and also invoice other offices, if desired)

34.3. Selecting the Waiver type (like Waiver – Bill Courts, or Waiver – Billable), and then entering a Date Range will return all the costs that have been queued up during the selected time period

34.4. The user can choose to uncheck any of the costs to exclude them from Invoice creation

34.5. The user can export the list of all ledger entries for invoicing into excel

34.6. For Court Billing, clicking Create New Invoice(s) will create an invoice for each Court associated with the list of costs

34.7. For other Billing, clicking Create new Invoice(s) will create a single invoice made up of all the listed costs, addressed to the entity associated with that Waiver category.

34.8. A PDF of the Invoice(s) will also be generated which can be mailed

34.9. A list view of all Invoices ever created can be filtered by All, Open, Closed

34.10. Clicking on any Open invoice will display the particular costs associated with that Invoice.

34.10.1. The Invoice can be modified by checking/unchecking any of the costs in the list, and then the invoice can be regenerated

34.11. When payment is received, simply click on the related Open invoice, and select the Receive Payment option

34.11.1. If the court has chosen not to pay particular costs, simply uncheck those costs in the list

34.11.2. Enter the amount of the payment

34.11.3. Click the Apply Payment button, and if the payment amount equals the total of all the included costs in the list, then the appropriate deposit will be entered on each ledger to cover the costs

34.12. Once payment is received and applied, the invoice is marked as closed

34.13. Ability to print a receipt for the payment received that will display the invoice number(s) the payment was applied towards

35. Accounting Reports

35.1. For offices with multiple Locations, Reports can be run per Location, or across all Locations

35.2. Reports can be run across any date range, with additional filter/grouping options

35.3. All reports can be generated as PDF documents, or exported to Excel

35.4. Deposits Approved & Batch Deposits (for mailing to attorneys, creditors, etc.)

35.5. Receipts Received & Receipts Voided (also can be grouped by Payer)

- 35.6.** Checks Written & Checks Voided
- 35.7.** Disbursements grouped by Payee or by File Category
- 35.8.** Escrow (Trial Balance) grouped by Payer or by File
- 35.9.** File Ledgers by specific File Category, and filtered by Open/Closed File status
- 35.10.** Deposits on Hold
- 35.11.** Waiver Report
- 35.12.** Vendor Report
- 35.13.** Pending Refunds
- 35.14.** Checks Stale Dated
- 35.15.** Escheated Funds
- 35.16.** Service Amount Changes

36. System Reports

- 36.1.** For offices with multiple Locations, Reports can be run per Location, or across all Locations
- 36.2.** Reports can be run across any date range, with additional filter/grouping options
- 36.3.** All reports can be generated as PDF documents, and some exported to Excel
- 36.4.** Metrics and statistical reports
 - 36.4.1.** Files & Services that were Opened and Closed
 - 36.4.2.** Attempts & Completed Services
- 36.5.** Files Received
 - 36.5.1.** Group by File category and/or filtered by File Category
 - 36.5.2.** Sort by Date Received or File Number
- 36.6.** Active Services
 - 36.6.1.** Show only Expired Services
 - 36.6.2.** Filter by File and/or Service category
 - 36.6.3.** Sort by Expiration Date, File Number, Defendant Name, Service Address, Postal Code
- 36.7.** Completed Services
 - 36.7.1.** Filter by File and/or Service category
 - 36.7.2.** Sort by Served Date, File Number, Defendant Name, Service Address, Postal Code
- 36.8.** Temporary Restraining Orders
 - 36.8.1.** List of all active Restraining Orders
- 36.9.** Levy Claims
 - 36.9.1.** List of all active Levy Claims (Claims of Exemption & Third-Party Claims)
- 36.10.** Bankruptcy
 - 36.10.1.** List of all active Bankruptcies, with the option to also include Closed Bankruptcies

37. Manage Notifications / Calendar

- 37.1.** Notifications inform the user of upcoming events or when due dates have expired (things like Writ Expiration, Levy Claim Notice of Opposition Overdue, Third Party Notice sent 15 days ago, Employer Return not received, etc.)

- 37.2.** When used in conjunction with the Assignment module, on the File Manager will be notified about events relating to their Files. Supervisors will be able to see notifications for all File Managers (and clear those notifications globally).
- 37.3.** Users can dismiss a notification, or snooze it for a period of time
- 37.4.** It will remain in the notification queue until dismissed by the user, or the conditions are resolved
- 37.5.** Clicking on the Notification will take the user to the appropriate location to resolve the issue
- 37.6.** Default Location will be set for users when there are multiple locations for a county

38. User Management

- 38.1.** Provide an interface to add or edit system Users
 - 38.1.1.** Define user full name, initials, and login name (no password is needed since the application integrates with Active Directory)
 - 38.1.2.** Set the default search filter for the home page (could be different for users who focus on Orphans' Court, Register of Wills, or Marriage Licenses)
 - 38.1.3.** Associate the user with a full system contact (which can then include phone numbers, email, multiple addresses, etc.)
 - 38.1.4.** Associate the user with a digital signature and / or job title
 - 38.1.5.** Users can easily be disabled (without removing them from historical reporting, etc.)
 - 38.1.6.** For counties with multiple locations, a user can have a default location set, which will default any Location choices to that setting whenever they enter a page
- 38.2.** Assign permissions to a user
 - 38.2.1.** Only a user with the "Manage User Permissions" rights can adjust user permissions
 - 38.2.2.** The list of permissions is presented and can be assigned to the user (or removed from the user)
 - 38.2.3.** Each permission has a description explaining its functionality
 - 38.2.4.** Permission can be copied from an existing user, and then individual permissions can be added or removed as necessary
- 38.3.** Define Roles that group common permissions
 - 38.3.1.** Many offices group users into categories such as Clerk, Senior Clerk, Accounting, etc.
 - 38.3.2.** The application allows the definition of Roles that group certain permissions that would most commonly apply to Users in those departments
 - 38.3.3.** Roles can be assigned to a User, which will then assign all those permissions to that User (and then individual permissions can be removed, and other individual permissions can be added)
- 38.4.** As part of project implementation and data migration, all existing users will be migrated and configured with proper permissions

39. Manage Batch Operations

39.1. Batch Printing of Service Packets

39.1.1. Filter by File Category, Start & End Date, User, and whether to include already printed Services

39.1.2. Can individually select/deselect from results

39.1.3. Generates Trip Tickets (in one PDF) and Service Documents (if applicable, as another PDF)

39.2. Batch Printing of Proof Packets

39.2.1. Filter by File Category, Start & End Date, User, and whether to include already printed Services

39.2.2. Can individually select/deselect from results

39.2.3. Generates Proofs of Service in one PDF, and Return on Writ of Possession for Evictions

39.3. Batch Print of Certified Mailers

39.3.1. Filter by File Category, Start & End Date, User, and whether to include already printed Services

39.3.2. Can individually select/deselect from results

39.3.3. Generates Certified Mailers in one PDF (supports several formats)

39.4. Batch Print Writ Returns

39.4.1. Filter by File Category, Start & End Date, User, and whether to include Audit worksheet

39.4.2. Can individually select/deselect from results

39.4.3. Generates Writ Returns in one PDF

39.5. Batch Close Files

39.5.1. Filter by File Category, File Number, Court Case Number, Start & End Date

39.5.2. Results show Aging of File, File Number, Court Case Number, File Category, Opened Date, and how many Services are on the File, and the current Balance on the File Ledger

39.5.3. Only Files that have all Services completed will be shown

39.5.4. Can individually select/deselect from results

39.5.5. Items with a non-zero Balance cannot be selected

40. Manage Deputy Services

40.1. Auto-selects the deputy name from the dropdown list based on who is logged in (will also allow other deputy names to be selected, but not the default)

40.2. Use barcodes to “check out” Services

40.2.1. As each Trip Ticket is scanned, the Service is added to the grid assigned to that deputy

40.2.2. A Service Action is also added to the Service showing that the paperwork is currently checked out and which Deputy has it

40.3. Selecting another deputy name, and re-scanning the barcode will re-assign the paperwork to a new deputy

40.4. Within the grid, the user can click on “Add Action” to be taken to the Service Action page to add an attempt / disposition for the Service.

40.4.1. However, re-scanning the trip ticket will take the user to the Service Action page directly (and this can be done from anywhere within the application)

- 40.4.2.** Once the Service Action is entered and saved, clicking Close will take the user back to the Deputy Services page
- 40.4.3.** For ease of use, the deputy can also just scan the next trip ticket, which will refresh the Service Action page, but now within the new Service, where the next set of details can be entered (no need to go back and forth to the Deputy Services page)
- 40.4.4.** A copy of the service packet is attached to each service entry within the grid. This enables a deputy with access to a printer to print out service packets from within the field instead of returning to the office for paperwork.
- 40.5.** The grid will show live information regarding Eviction Bankruptcy (warning the deputy to hold off on the restoration, and correspondingly, instructing them to proceed if the internal staff have updated the Eviction Bankruptcy accordingly)
- 40.6.** An Export Addresses function is available to create a text file of all addresses included in the list of Services (including alternate addresses). These can be imported into routing software if desired.
- 40.7.** An Export Services function is available to provide a list of all services assigned to a deputy from within the Deputy Services grid.

MODULE FEATURES

PUBLIC ACCESS PORTALS

41. Public Access File Status Listing Portal

41.1. Users can access information by supplying the Court Case Number and associated File Number

41.2. For General Services

41.2.1. Show Case information (court case number, case title, court, attorney, etc.)

41.2.2. Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)

41.3. For Levy Services

41.3.1. Show Case information (court case number, case title, court, attorney, etc.)

41.3.2. Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)

41.3.3. Show Writ Information (Original Judgment Amount, Original Daily Interest, Writ & Judgment Expiration Dates, Writ Return Date)

41.3.4. Show Estimated Amount to Satisfy, Current Daily Interest, any Modification

41.3.5. Show Creditor Fees (deposited, applied, available, refunded)

41.3.6. Show Collection Information (Last Payment Date, Total Payment Received, Last Payout Date, Actual Mailed Date, Total Creditor Payout, Total Debtor Refunds)

41.3.7. Show List of Receivables (Received on Behalf of, Date, Amount,)

41.3.8. Show List of Disbursement (Paid To, Date, Amount, Check Number, Mailed Date)

41.4. File Actions for all service types

41.4.1. File Action comments and document attachments entered into the sheriff application can be set to show for the public (based on setting)

CONTROLLED ACCESS PORTALS

*E-Services require the County to establish a relationship with a Payment Processing vendor that utilizes Authorize.net to provide Payment Gateway services.

42. Portal Base Module

42.1. The Portal application interfaces with the existing CountySuite™ Sheriff system, which must already be installed and configured.

42.2. This module provides the foundational technology for all the additional add-on modules described below.

42.3. This page becomes the primary landing page for all users to access the various E-Services available to the public.

42.4. If the Public User Registration and Approval module is available, this page will present users with the opportunity to register as a new user, or login with existing registration information

42.5. Once logged in, additional sites will become available to the public user

42.6. This page will provide links to all publicly accessible sites, without the requirement to login

43. User Registration and Approval Module

- 43.1.** This add-on module includes the ability for users to register with your public portal
- 43.2.** In order to register, users must provide basic information about themselves (name, address, email) and select a username and password, along with answers to several “secret questions” (in order to later reset their password)
- 43.3.** This password is stored encrypted at-rest.
- 43.4.** Users must also agree to basic Terms and Conditions (as defined by your county)
- 43.5.** Once registered, users will receive a confirmation email, which must be responded to before they are able to login
- 43.6.** On the internal User Management site, internal staff have the ability to de-activate any registered user. This can allow the county to charge subscription fees, but then activate or de-activate users based on whether or not their subscription is paid in full.
- 43.7.** For Attorney users
 - 43.7.1.** An attorney must provide their State Bar Number and expiration date, along with the state they are licensed in.
 - 43.7.2.** It is possible to require internal approval before attorney access is allowed, because they will often then have access to additional information.
 - 43.7.3.** It is also possible (and necessary) for internal staff to “map” the attorney to the internal CountySuite™ Contact that is used when associating this attorney to specific cases. This can later allow the attorney to submit Case Filings as themselves, and also to access additional information (like attachments) on Cases where they are an active attorney.

44. E-Filing and Approval Module

- 44.1.** This add-on module requires the Portal base with the Public User Registration Module.
- 44.2.** Once registered, users have the ability to submit Filings to the Sheriff’s office.
- 44.3.** Registered users must create a payment profile using a credit card in order to file.
- 44.4.** Credit Card information is stored in a PCI-compliant warehouse using the Authorize.net Payment Gateway.
- 44.5.** The county may select from a number of Payment Processing vendors that work with Authorize.net
- 44.6.** Multiple Filings can be submitted at one time using a Shopping Cart.
- 44.7.** Users can see a history of their Filings and their current status.
- 44.8.** Once submitted, internal staff use an interface to approve or reject Filings after review of the attached documentation.
- 44.9.** Internal Users can search for filing packets by Order #, Filing Packet #, File Number, or Case Number.
- 44.10.** Once an order is under review by an internal user, any other user who tries to access the order will be provided a warning that the filing is already under review until the filing is no longer in the status of pending.
- 44.11.** Rejected filings generate an email to the user informing them of the reason for the rejection. Those Filings can be re-submitted for a defined period of time.

- 44.12.** Approved Filings generate an email to the user information them of successful processing, and the appropriate Case is created automatically in the internal Sheriff system, with corresponding File, Service(s) and Attachments.
- 44.13.** The county is able to define convenience fees which can be charged in addition to the standard filing fees, and any payment processing fees. Teleosoft does not add any fees for this service.
- 44.14.** An E-Filing Payment Transactions report is available for the county to generate by date range to view all transactions and fees associated with the filings that are received, rejected and approved.

SECTION C: STATEMENT OF WORK

PROJECT INITIATION

1. Project Overview

- 1.1. Teleosoft, Inc. shall install the CountySuite™ Software for Napa County, which shall include all Product Features as detailed in Section B of this document.
- 1.2. The software for this installation shall be web-based and shall utilize the Microsoft .NET Framework and Microsoft SQL Server.
- 1.3. No custom product development shall be included as part of this project. Any custom product development needs to be mutually agreed upon and will be subject to a change order.

2. Project Kickoff & Project Plan

- 2.1. Hold Project Kickoff Meeting
- 2.2. Create and Deliver Project Plan

3. Testing Hardware & Software Setup

- 3.1. Set up and configure a Test system on hosted environment including Operating System and Microsoft Entra ID)
- 3.2. Configure IIS Server(s) and SQL Server(s)
- 3.3. Install Azure Release Agent on servers
- 3.4. Test hardware and network connectivity
- 3.5. Install base configuration of CountySuite™ Sheriff on environment

CASE MANAGEMENT

4. System Analysis & County-Specific Configuration

- 4.1. Conduct Interviews with key personnel identifying Processes and Procedures, Accounting Details, Personnel and User Permissions, and collecting sample papers and reports
- 4.2. Provide backup on server (County IT)
- 4.3. Application Settings (installation details, etc.)
- 4.4. Users and Permissions (user logins, security groups, names and addresses for officials, etc.)
- 4.5. Logos and Digital Signatures (report logos and official signatures)
- 4.6. Category names and descriptions (Files, File Actions, Services, Service Actions, Costs, etc.)
- 4.7. Geography (location details, etc.)
- 4.8. Accounting (default cost amounts, default payees)

4.9. Default generic text (i.e. @deputy name/@ deputy time) used as SuiteTags™ (canned text for commonly typed phrases and for specific actions)

4.10. Business Rules (operating parameters specific to the county)

5. Initial Data Migration

5.1. Develop and test scripts to move all case information, including accounting, from the current system into the new CountySuite™ Sheriff system

5.2. Perform and verify a complete migration from current system to CountySuite™ Sheriff

6. Initial Case Management Training

6.1. All training sessions include Help Documents, complete with screenshots and step-by-step details. The number of sessions required for each type of training will be dependent on the number of county users.

6.2. Identify specific users who will be involved in the validation and verification of the application, and any county-specific enhancements that will be added.

6.3. Identify specific users who will participate in “train-the-trainer” sessions. These would cover the complete functionality of the application to allow this user to later assist in training future employees in the same subjects.

6.4. General user training sessions: Includes all staff and covers general operation of the application.

7. Initial Validation of Features, County-Specific Configuration, and Data Migration

7.1. County validation of data migration and product configuration

7.2. Period of dual entry in CountySuite™ and the current system

7.3. Validate migrated scanned documents and confirm all are attached to the proper File Actions

8. Subsequent Training

8.1. General user training sessions: Includes all staff and covers general operation of the application.

8.2. Accounting training: Specific to the finance staff. This would cover issues like deposit verifications, void, NSF, bank reconciling, check printing and accounting reports

8.3. County-specific enhancement training

9. Subsequent Validation of Features, County-Specific Configuration, and Data Migration

9.1. County validation of data migration and product configuration

9.2. Period of dual entry in CountySuite™ and the current system

9.3. Provide matching Trial Balance report to verify accurate conversion

9.4. Walk through comparative Check Disbursement runs to verify accurate conversion

9.5. Validate individual ledger balances, judgment balances

9.6. County-specific enhancements validation

10. Final Validation and Training

- 10.1.** Final review of the application (as configured) assessing the Functionality, Reliability, Accuracy (Configuration Settings are correct, etc.) and Security
- 10.2.** Field Staff training: Specific to the field staff and Supervisors. This would cover the Deputy Services area.
- 10.3.** Administrator training: These classes would cover how to manage security administration, making changes to things like key official names, service categories, and default costs, etc.
- 10.4.** Confirm Go-Live Schedule

11. Final Data Migration and Go Live

- 11.1.** Final production environment configuration and installation of CountySuite™ Sheriff
- 11.2.** Final data migration

12. Go Live Support

- 12.1.** Teleosoft personnel will be on-site to support the launch and assist any users

PUBLIC PORTAL

13. System Analysis & County-Specific Configuration

- 13.1.** Conduct Interviews with key personnel identifying the configuration details
- 13.2.** Application Settings (installation details, etc.)
- 13.3.** Users and Permissions (user logons, security groups, names, and addresses for officials, etc.)
- 13.4.** Logos and Links (landing page logos and Terms & Conditions links)

14. Training

- 14.1.** All training sessions include Help Documents, complete with screenshots and step-by-step details.
- 14.2.** Identify specific users who will be involved in the validation and verification of the application, and any county-specific configuration.

15. Validation and Verification

- 15.1.** Final review of the application (as configured) assessing the Functionality, Reliability, Accuracy (Configuration Settings are correct, etc.) and Security
- 15.2.** Confirm Go-Live Schedule

16. Public Portal Go Live

- 16.1.** Final production environment configuration and installation of CountySuite™ Public Access File Status Listing Portal
- 16.2.** Publish site link on Sheriff website and enable access to the public-facing Server.

17. Go Live Support

- 17.1.** Teleosoft personnel will be available to support the launch and assist any users

CONTROLLED ACCESS PORTAL

*E-Services require the County to establish a relationship with a Payment Processing vendor that utilizes Authorize.net to provide Payment Gateway services.

18. System Analysis & County-Specific Configuration

- 18.1.** Conduct Interviews with key personnel identifying the configuration details
- 18.2.** Obtain Authorize.net account and provide credentials to Teleosoft (County IT)
- 18.3.** Application Settings (installation details, etc.)
- 18.4.** Users and Permissions (user logons, security groups, names, and addresses for officials, etc.)
- 18.5.** Logos and Links (landing page logos and Terms & Conditions links)

19. Training

- 19.1.** All training sessions include Help Documents, complete with screenshots and step-by-step details.
- 19.2.** Identify specific users who will be involved in the validation and verification of the application, and any county-specific configuration.
- 19.3.** Conduct training for internal staff which covers the general operation of the public-facing application, and any internal Approval modules.
- 19.4.** Host an optional virtual training session for public users and attorneys.

20. Validation and Verification

- 20.1.** Final review of the application (as configured) assessing the Functionality, Reliability, Accuracy (Configuration Settings are correct, etc.) and Security
- 20.2.** For payment processing, confirm that funds are properly processed and posted to the proper account.
- 20.3.** Confirm Go-Live Schedule

21. Optional External User Testing

- 21.1.** Identify Attorney's and other public users to test on a public test environment
- 21.2.** Capture feedback from users related to product configuration

22. Controlled Access Portal Go Live

- 22.1.** Final production environment configuration and installation of CountySuite™ Sheriff E-Services
- 22.2.** Publish site link on Sheriff website and enable access to the public-facing Server.

23. Go Live Support

23.1. Teleosoft personnel will be available to support the launch and assist any users

Cloud Infrastructure & Software Provisioning

Teleosoft shall be responsible for all aspects of CountySuite™ Sheriff software and CountySuite™ Cloud environment provisioning. This includes infrastructure provisioning (as shown in the cloud architecture diagram above), installation and configuration of all prerequisite software, and any special networking considerations.

A sample list of covered items:

- Windows Server OS (licensing covered in hosting costs)
- SQL Server (licensing covered in hosting costs)
- Internet Information Server
- Acquisition of SSL Certificates
- Domain Name registration
- Coordination with County IT on any Cloud/Local Network configuration
 - Site-to-site VPN configuration
 - 3rd-party integrations

1. Cloud Resource Capacity & Usage-Based Costs

In the cloud environment, certain resource costs are based on resource capacity and/or usage. As a result, some of the costs included in this proposal are baseline costs that have been estimated for a specific usage amount or resource capacity.

The following are maximum usage allotments/capacities for this proposal:

- Contract allows for a monthly maximum of 5 TB of traffic
- Contract allows for a maximum of 500 GB Total DB active storage
- Total Database Backup storage size (2 TB) & retention period (1 year)
- Compute capacities (VM sizes)

Production usage will be continually monitored to determine if additional capacity is required. County will be notified of any adjusted costs semiannually, and overages will be invoiced along with the annual renewal. Annual renewal rates will also reflect the latest capacities, updated growth estimates, and current Azure pricing.

2. Rightsizing

Rightsizing involves matching cloud resources to performance and capacity needs. Teleosoft shall continually monitor key metrics to determine optimal sizing that will contain costs while providing adequate margins around demand loads.

If additional resource costs are identified as necessary during the rightsizing process, County will be invoiced for the additional costs.

3. Office Transition (2-Phased Approach)

Teleosoft will work with County IT and the respective offices to successfully transition you from your current software to CountySuite™. This is done using a 2-phased approach:

- Phase 1 is test environment provisioning where all the software is setup on the new servers and user training and validation of the new application software is done. Depending on the office/application, this may include 1 (or more) test migrations where the existing application database is migrated to the new CountySuite™ application DB. In this situation, select office staff will assist with migration database validation. *This can be done during normal business hours.*
- Phase 2 is production launch/go-live. During this phase, final database migration shall be done (where applicable). Additionally, any necessary DNS entries as well as internal links shall be adjusted to point to the new Cloud-hosted environment. *This must be done off hours and shall require coordination between Teleosoft and County IT.*

4. Data Ownership and Cloud Environment Exit Strategy

All data created by and through the CountySuite™ applications (collectively stored as the SQL Databases) is the property of Napa County, with the exception of any CountySuite™ proprietary metadata such as application and system configuration. Access to the data from outside the CountySuite™ applications is possible at any time with a support request; data will be accessible within 3 business days and will be free of any encryption used during normal storage. The transfer of this data will utilize the environment's bandwidth allotment and can incur additional charges if maximum capacities are exceeded.

In the event that this agreement is terminated, the following actions shall be taken:

1. A copy of the most recent SQL Databases shall be provided to County IT or another designated representative. Any existing encryption used in the data at rest shall be removed prior to delivery.
2. All resources exclusively used in the environment shall be deleted, including but not limited to:
 - a. Virtual Machines and/or other cloud compute technologies
 - b. Storage Accounts
 - c. Virtual Networks, subnets and user defined routes
 - d. KeyVaults
3. All resources shared by the environment shall be updated to remove any configuration, including but not limited to:
 - a. Firewalls
 - b. Load Balancers
 - c. VPN Gateways
 - d. Logging and Monitoring solutions
4. All data backups shall be deleted unless specifically requested to retain. Any retention request will be evaluated for feasibility and cost impact.

Any resources and/or data which utilize a soft-delete or delayed-delete mechanism to protect against unauthorized deletion or modification shall be allowed to expire the resource per the given time (for

example, secrets in KeyVault are soft-deleted for 7 days and can be recovered until that period passes, after which the secret is completely deleted).

SECTION D: MILESTONE & PAYMENT SCHEDULE

Below you will find the CountySuite™ project milestone sequence to provide an overview of how the project will progress. An estimated project timeline will be assessed after Analysis & Design, and a Final Project Plan will be provided. The project timeline will be dependent on multiple factors, including availability of county IT, servers, office, and field staff.

Project Initiation Milestones	Payment Due
1. Contract Signed & Deposit Payment Approved (Includes first year Azure hosting fees) Final Deliverable: Contracts signed and approved	\$106,265
2. Project Kickoff & Project Plan Dependencies: Scheduling stakeholders and Deposit Payment received Final Deliverable: Project Kickoff Meeting and Project Plan	
3. Complete base cloud server setup and validation Deliverables: Provisioned CountySuite™ Cloud Test Environment with CountySuite™ application(s) installed and validation provided	\$8,797
4. Testing Software Setup Dependencies: CountySuite™ Cloud server in place and accessible Final Deliverable: CountySuite™ Sheriff available on Test Environment	\$8,797

Case Management Milestones	Payment Due
5. System Analysis & County-Specific Configuration Dependencies: On-site Review of Process, Receipt of logos, names, fee schedules, and signatures Final Deliverable: CountySuite™ Sheriff configured for county on Test Environment	\$8,797
6. Initial Data Migration Dependencies: Provide backup on server Final Deliverable: Test Environment ready for Initial Training	\$8,796
7. Initial Case Management Training Dependencies: Staff available to train Final Deliverable: Initial training complete	\$8,796
8. Complete pre-production CountySuite Sheriff UAT V & V (verification and validation) Deliverables: CountySuite™ Sheriff Cloud Environment has been validated and CountySuite™ Sheriff software functionality verified through office user acceptance testing sessions	\$8,796
9. Initial Validation of Features, County-Specific Configuration, and Data Migration Dependencies: Staff available to complete Verification and Validation Final deliverable: Test Environment ready for Verification and Validation	\$8,796
10. Subsequent Training Dependencies: Staff available to train	\$8,796

Final Deliverable: Subsequent training complete	
11. Subsequent Validation of Features, County-Specific Configuration, and Data Migration Dependencies: Staff available to complete Verification and Validation Final deliverable: Test Environment ready for Verification and Validation	\$8,796
12. Final Validation and Training Dependencies: Staff available to train Final deliverable: Final training complete	\$8,796
13. Complete production cutover for CountySuite™ Sheriff in the cloud environment Deliverables: <ul style="list-style-type: none"> Final production database migration from existing on-premises environment to CountySuite™ Sheriff cloud Production environment County Sheriff Office is using CountySuite™ in production 	\$8,796
14. Final Data Migration and Civil Case Management Go Live Dependencies: Production Environment ready for Go Live Final Deliverable: CountySuite™ Sheriff installed and configured on Production Server	\$8,796
15. Case Management Go Live Support Final Deliverable: Go Live on-site support complete	

Public Portal Milestones	Payment Due
16. System Analysis & County-Specific Configuration Dependencies: Review of Process, and configuration specifics Final Deliverable: CountySuite™ Portal configured for county on Test Environment	\$8,796
17. Training Dependencies: Staff available to train Final deliverable: Training complete	\$8,796
18. Validation and Verification Dependencies: Staff available to complete Verification and Validation Final Deliverable: Test Environment ready for Verification and Validation	\$8,796
19. Public Portal Go Live Dependencies: Production Environment ready for Go Live Final Deliverable: CountySuite™ Portal installed and configured on Production Server	\$8,796
20. Go Live Support Final Deliverable: Go Live support complete	

Controlled Access Portal Milestones	Payment Due
21. System Analysis & County-Specific Configuration Dependencies: Review of Process, and configuration specifics Final Deliverable: CountySuite™ Portal configured for county on Test Environment	\$8,796

22. Training Dependencies: Staff available to train Final deliverable: Training complete	\$8,796
23. Validation and Verification Dependencies: Staff available to complete Verification and Validation Final Deliverable: Test Environment ready for Verification and Validation	\$8,796
24. Optional External User Testing Dependencies: External Users available to for testing Final deliverable: External User testing complete	
25. Controlled Access Portal Go Live Dependencies: Production Environment ready for Go Live Final Deliverable: CountySuite™ Portal installed and configured on Production Server	\$8,796
26. Go Live Support Final Deliverable: Go Live support complete	

Annual Maintenance prorated at Go Live to align renewals with the fiscal year.

SECTION E: SOFTWARE MAINTENANCE

1. Scope of Services

Licensor agrees to perform, and Licensee agrees to accept, the maintenance and support services referred to in the Agreement with respect to the Software.

2. CountySuite™ Cloud Hosting Fees

CountySuite™ Cloud Hosting will be provided for a fee of \$30,870 per year. The first-year hosting fee will be invoiced at contract execution as per milestone #1. The second annual hosting fee will be issued one year from contract execution and will be prorated to align with the fiscal year. Subsequent annual hosting fees will be invoiced thirty (30) days in advance of each fiscal year, due on the fiscal year start. All renewal rates will reflect the latest capacities, updated growth estimates, and current CountySuite Cloud™ pricing.

3. Licensed Software Annual Maintenance & Support

Maintenance and support services for the applications and configuration listed in this Addendum will be provided for a fee of \$18,167 per year. After the first full fiscal year of service, this fee will be adjusted at the beginning of each fiscal year to the then current pricing.


4. Invoices

- 4.1. The first maintenance invoice will be issued at Go-Live, prorated to align with Licensee's fiscal year Invoices.
- 4.2. Subsequent invoices shall be issued annually, thirty (30) days in advance of Licensee's fiscal year.
- 4.3. Invoices shall be due and payable within thirty (30) days after date of invoice.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

LICENSOR: TELEOSOFT, INC.

By _____
CORY FREGM, CEO

By _____
JOSH IRWIN, COO

LICENSEE: NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

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

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1108

TO: Board of Supervisors
FROM: Rollie Soria for Oscar Ortiz, Sheriff-Coroner
REPORT BY: Erin Corry, Staff Services Analyst II
SUBJECT: Amendment No. 5 of Agreement No. 170294B with Bode Cellmark Forensics

RECOMMENDATION

Approve and authorize Amendment No. 5 to Agreement No. 170294B with Bode Cellmark Forensics, Inc., to extend the term through June 30, 2028 with no increase in the maximum amount for DNA identification services. (No Fiscal Impact; Discretionary)

BACKGROUND

Bode Cellmark Forensics, Inc. (Bode) serves the law enforcement and identification markets. It is unique because it provides state-of-the-art human Deoxyribonucleic Acid (DNA) analysis and innovative DNA collection products. Bode has identified criminals in every U.S. state, as well as victims of war, terrorism, crime and natural disasters, including the 2001 World Trade Center attack and U.S. soldiers dating back to the Vietnam War. Bode is the leader in providing forensic DNA analysis to law enforcement agencies, federal and state governments and disaster management organizations around the world.

Some services used by the Napa County Sheriff's Office include swab and evidentiary submissions of cigarette butts, hats, cans and shell casings. This service has assisted in providing leads for catalytic converter thefts, the identification, arrest and conviction of several felons with stolen firearms, hit-and-run drivers and more.

Requested Actions:

Approve and authorize Amendment No. 5 to Agreement No. 170294B, which extends the term of the agreement through June 30, 2028, and revise compensation rates with no increase to the maximum compensation per fiscal year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

There is no mandate to use this specific DNA analysis services. However, the primary alternative through the Department of Justice has a turnaround time of six months or more. Bode has a contractual 30-day turnaround.

Is the general fund affected?

Yes

Future fiscal impact:

Funding from Proposition 69 revenue, which is used to offset the cost of DNA testing, is and will be budgeted accordingly.

Consequences if not approved:

If not approved, Sheriff's Office would need to use an alternate DNA analysis service that could have significantly longer processing times.

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)].

FIFTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170294B

(BODE CELLMARK SERVICE AGREEMENT CONTRACT BH-NAPA-2014)

THIS FIFTH AMENDMENT TO AGREEMENT NO. 170294B and BH-NAPA-2014 (the "Agreement") is made and entered into as of this 24th day of June 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Bode Cellmark Forensics, Inc., with a place of business at 10430 Furnace Road, Suite 107, Lorton VA 22079, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 1, 2014, COUNTY and CONTRACTOR, previously known as The Bode Technology Group, Inc., entered into an Agreement for the provision of DNA analysis services; and

WHEREAS, on July 1, 2015, CONTRACTOR changed its name from The Bode Technology Group, Inc. to Bode Cellmark Forensics, Inc.; and

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR executed Amendment No. 3 to extend the term and revise the compensation terms; and

WHEREAS, on July 1, 2023, COUNTY and CONTRACTOR executed Amendment No. 4 to extend the term and revise the compensation terms; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise compensation provisions.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below.

TERMS

1. The term of the Agreement is hereby extended, under the terms and conditions set forth in the Agreement, for an additional three (3) year term and shall expire on June 30, 2028.
2. Attachment B-4 to the Agreement shall be replaced with Attachment B-5, attached to this Amendment No.5 and incorporated herein by reference.
3. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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

BODE CELLMARK FORENSICS, INC.

By 
Michael Cariola, CEO/President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian</p> <p>Date: June 3, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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ATTACHMENT B-5

Item Name	Description	Price (Year 1)	Price (Year 2)	Price (Year 3)
BodeHITS DNA Analysis – Community Batching	Standard 30-Day Turnaround Time once the batch is initiated	\$195 Per Sample for Swabs \$174 Surcharge if submitting evidence item (not a swab)	\$205 Per Sample for Swabs \$183 Surcharge if submitting evidence item (not a swab)	\$215 Per Sample for Swabs \$192 Surcharge if submitting evidence item (not a swab)
Batches will be run twice per month with other BodeHITS Client samples				

BodeHITS – STR DNA Analysis – Additional Services

Item Name	Description	Price	Price (Year 2)	Price (Year 3)
BodeHITS DNA Analysis – Custom Batch Submission	<u>Custom Batch Size Submission of Swabs</u> Standard 30-Day Turnaround Time	1 to 5 Samples: \$761	1 to 5 Samples: \$799	1 to 5 Samples: \$839
		6 to 10 Samples: \$604	6 to 10 Samples: \$634	6 to 10 Samples: \$667
		11 to 15 Samples: \$410	11 to 15 Samples: \$431	11 to 15 Samples: \$452
		\$131 Surcharge if submitting evidence item (not a swab)	\$138 Surcharge if submitting evidence item (not a swab)	\$144 Surcharge if submitting evidence item (not a swab)
		All prices are per Sample	All prices are per Sample	All prices are per Sample
**DNA Analysis – Expedited Service	1 Day Turnaround Time (Samples containing semen not eligible)	Price per Sample <u>PLUS</u>	Price per Sample <u>PLUS</u>	Price per Sample <u>PLUS</u>
		\$2,205 per sample Surcharge	\$2,315	\$2,431
**DNA Analysis – Expedited Service	5 Business Day Turnaround Time	Price per Sample <u>PLUS</u>		
		\$1,103 per sample Surcharge	\$1,158	\$1,216
**DNA Analysis – Expedited Service	10 Business Day Turnaround Time	Price per Sample <u>PLUS</u>		
		\$824 per sample Surcharge	\$865	\$908
**DNA Analysis – Expedited Service	15 Business Day Turnaround Time	Price per Sample <u>PLUS</u>		
		\$551 per sample Surcharge	\$579	\$607

**Expedited Service availability must be confirmed by BODE prior to submitting evidence.

BodeHITS - Custom Services

Item Name	Description	Price (Year 1)	Price (Year 2)	Price (Year 3)
HIT Report	HIT Report with Statistics	\$289 per Report	\$303 per Report	\$319 per Report
Discovery Packet	"Standard Materials" documentation of a sample for litigation purposes.	\$289 per Packet	\$303 per Report	\$319 per Report
Custom One-Time Search	Custom Search of a Mixture or Custom Profile into the Database. Search is a one-time event.	\$105	\$ 110	\$116
	(HIT Match Report not included in Search Fee)			
Expert Witness Testimony – Onsite	Onsite Expert Witness Testimony	\$1,365 First day	\$ 1,433 First Day	\$1,505 First Day
		\$2,257 Additional Day	\$2,370 Additional Day	\$2,488 Additional Day
		Plus Travel Expenses	Plus Travel Expenses	Plus Travel Expenses
Expert Witness Testimony – Video	Video Expert Witness Testimony	\$368 per Hour	\$ 386 per Hour	\$406 per hour
***CODIS Upload	CODIS Laboratory CODIS upload fee	\$325 per Case	\$ 341 per Case	\$358 per Case

***Fees subject to change in the event the CODIS laboratory's fees change. CONTRACTOR will pass through costs for CODIS upload.

BodeHITS – Additional Products (Optional)

Item Name	Description	Price (Year 1)	Price (Year 2)	Price (Year 3)
Known Sample Submission Envelopes	Three different submission envelopes to collect and document Known Samples.	\$210 per case of 500 envelopes	\$ 221 per case of 500 envelopes	\$ 232 per case of 500 envelopes
Presumed Known Submission Envelopes	Three different submission envelopes to collect and document Presumed Known Samples.	\$210 per case of 500 envelopes	\$ 221 per case of 500 envelopes	\$ 232 per case of 500 envelopes

Evidence Submission Envelopes	Submission envelopes to collect and document Evidence Samples.	\$210 per case of 500 envelopes	\$ 221 per case of 500 envelopes	\$ 232 per case of 500 envelopes
BodeHITS Pouches	BodeHITS collection pouches can be used by investigators to store envelopes, barcodes, and collection devices.	\$12 Each	\$13 Each	\$14 Each
Bode SecurSwab 2	Product ID P13D04	\$415 per case	\$ 436 per case	\$458 per case
Bode SecurSwab 2 with Barcodes	Product ID P13D05	\$457 per case	\$480 per case	\$504 per case
Bode SecurSwab DUO-V with Barcodes	Product ID P13D15	\$537 per case	\$564 per case	\$592 per case
Bode SecurSwab 2 Collection Kit for Crime Scenes	Product ID P13D77	\$229 per case	\$240 per case	\$252 per case
DNA Collector Transport Pouches	Product ID P01D43	\$51.50 per case	\$54 per case	\$57 per case
Water vials – 2mL	Product ID P08D75	\$67.50 per case	\$71 per case	\$74 per case



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: 6/24/2025

File ID #: 25-1099

TO: Board of Directors
FROM: Tracy A. Schulze - Auditor-Controller
REPORT BY: Tracy A. Schulze - Auditor-Controller
SUBJECT: SCSD 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution of the Fiscal Year 2025-26 recommended budget for the Silverado Community Services District (SCSD). (Fiscal Impact: \$3,334 Net Use of Fund Balance; Silverado Community Services District; Discretionary)

BACKGROUND

The Board of Directors of the SCSD opened a public hearing for the Fiscal Year 2025-26 budget on June 17, 2025. This item has been prepared by the Auditor-Controller's Office based on the Board's actions taken during the public hearing and is presented as the basis for adoption of the budget resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Establishes budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, SCSD will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

**RESOLUTION OF THE SILVERADO COMMUNITY SERVICES DISTRICT BOARD
OF DIRECTORS ADOPTING THE DISTRICT'S
RECOMMENDED BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, the Silverado Community Services District (the “SCSD”) is a dependent special district of the State of California located wholly within the boundaries of the County of Napa and organized under the Community Services District Law (Part 1 (commencing with section 61000) of Division 3 of Title 6 of the Government Code); and

WHEREAS, pursuant to Government Code section 61102.5 (now section 61022) the Board of Supervisors on January 10, 1967, appointed itself as the initial Board of Directors of the SCSD (the “Board”) and continues to serve as that Board; and

WHEREAS, Government Code section 61110 provides that on or before July 1 of each year the Board may elect to adopt a recommended budget that conforms to generally accepted accounting and budgeting procedures for special districts; and

WHEREAS, the rules relating to generally accepted accounting and budgeting procedures for special districts are found in Subchapter 3 (commencing with section 1031.1) of, and Article 1 (commencing with section 1121) of Subchapter 4 of Division 2 of Title 2 of the California Code of Regulations (CCR); and

WHEREAS, CCR, title 2, sections 1111.12 and 2 CCR 1121 provide that pursuant to Government Code section 53065, districts whose governing body is the county board of supervisors or for which the county fiscal officers are *ex officio* officers of the district are subject to the budget provisions of Government Code sections 29000, et seq.; and

WHEREAS, Government Code section 29002 provides that county budgeting procedures (Chapter 1 (commencing with section 29000) of Division 3 of Title 3 of the Government Code) apply to dependent special districts whose affairs and finances are under the supervision and control of the county board of supervisors; and

WHEREAS, on May 29, 2025, a notice of a public hearing on the recommended budget was published in a newspaper of general circulation throughout the County of Napa containing the information required by Government Code section 29080; and

WHEREAS, the recommended budget of the SCSD for fiscal year 2025-2026 has been prepared, made available for distribution, and distributed on or before May 30, 2025, in the manner required by law; and

WHEREAS, hearings have been held by the Board at the time, place and manner described in the published notice to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board for further hearings, the Board has

declared the hearing concluded, and it is now the time to adopt the recommended budget for SCSD for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Silverado Community Services District as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including changes adopted by the Board during the budget hearings, is hereby adopted as the budget of the SCSD for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the reserves by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.
3. The total financing requirement, including decreases and increases to obligated fund balance, for fiscal year 2025-2026 for the SCSD is as follows:

Fund 2850	Silverado Community Services District	\$425,895
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4. Pursuant to California Government Code Section 29125, the Napa County Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased as detailed in the Napa County Policy for Budgetary Controls, and that the following internal service charges shall be controlled by line item:

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

5. Any capital asset(s) not authorized by the Board during the recommended budget hearing process will be presented to the Board by the County Executive Officer for approval.
6. The County Executive Officer shall forward a copy of the adopted budget to the Napa County Auditor as required by California Government Code section 61110, subd. (f).
7. Pursuant to California Government Code section 29093, the Auditor shall ensure that a copy of the adopted budget for the SCSD for fiscal year 2025-2026 in the format

prescribed by the Controller of the State of California shall be filed with the Secretary of the Board and the State Controller in the manner required by law not later than December 1, 2025.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: June 18, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Special Districts and Other Agencies Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Resort Improvement Districts							
5220 Lake Berryessa Resort Improvement District							
52200 - LBRID - Operations	\$ -	\$ 357,900	\$ 1,034,080	\$ 1,391,980	\$ 1,391,980	\$ -	\$ 1,391,980
52205 - LBRID - Capital Improvement Projects	-	-	-	-	-	-	-
52210 - LBRID - Debt Service	-	15,461	214,638	230,099	230,099	-	230,099
5240 Napa Berryessa Resort Improvement District							
52400 - NBRID - Operations	-	802,990	\$ 1,752,985	2,555,975	\$ 2,555,975	-	2,555,975
52405 - NBRID - Capital Improvement Projects	-	-	112,033	112,033	-	112,033	112,033
52410 - NBRID - Debt Service	-	-	524,106	524,106	518,106	6,000	524,106
Total Resort Improvement Districts	\$ -	\$ 1,176,351	\$ 3,637,842	\$ 4,814,193	\$ 4,696,160	\$ 118,033	\$ 4,814,193
Service Districts							
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ 156,040	\$ 390,693	\$ 336,150	\$ 54,543	\$ 390,693
2810 28100 - County Service Area No. 4	1,060,092	-	684,339	1,744,431	708,441	1,035,990	1,744,431
2850 28500 - Silverado Community Services	197,699	-	228,196	425,895	231,530	194,365	425,895
2860 Monticello Cemetery District							
28600 - Monticello Public Cemetery	\$ 57,262	\$ -	\$ 101,077	\$ 158,339	\$ 133,484	\$ 24,855	158,339
28610 - Monticello Public Cemetery - Endowment	94,186	-	2,600	96,786	58,000	38,786	96,786
2870 Community Facility District - MST							
28700 - Community Facility District - MST	709,515	-	345,383	1,054,898	989,976	64,922	1,054,898
28710 - Community Facility District - MST Debt Service	-	-	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	45,116	-	45,116	45,116
Total Service Districts	\$ 2,398,523	\$ -	\$ 1,517,635	\$ 3,916,158	\$ 2,457,581	\$ 1,458,577	\$ 3,916,158
Joint Power Agencies							
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ 1,696,141	\$ 1,721,510	\$ 1,623,292	\$ 98,218	\$ 1,721,510
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	2,641,128	4,043,065	3,428,683	614,382	4,043,065
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	8,500,000	8,501,798	8,500,000	1,798	8,501,798
5060 Napa County Housing Authority							
50600 - NCHA - Administration	723,337	-	612,952	1,336,289	612,952	723,337	1,336,289
50605 - Farmworker Centers	-	-	2,066,160	2,066,160	2,021,160	45,000	2,066,160
Total Joint Power Agencies	\$ 2,152,441	\$ -	\$ 15,516,381	\$ 17,668,822	\$ 16,186,087	\$ 1,482,735	\$ 17,668,822
Total Special Districts and Other Agencies	\$ 4,550,964	\$ 1,176,351	\$ 20,671,858	\$ 26,399,173	\$ 23,339,828	\$ 3,059,345	\$ 26,399,173
District	Lake Berryessa Resort Improvement District	Napa Berryessa Resort Improvement District	Community Facilities District - MST				
Appropriations Limit	\$ 546,804	\$ 457,265	\$ 3,241,580,979				
Appropriations Subject to Limit	\$ 435,780	\$ 58,535	\$ 315,383				

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Special Districts and Other Agencies Fiscal Year 2025-2026

Schedule 13

Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Resort Improvement Districts					
5220 Lake Berryessa Resort Improvement District					
52200 - LBRID - Operations	\$ 4,396,736	\$ -	\$ 4,396,736	\$ -	\$ -
52205 - LBRID - Capital Improvement Projects	9,391,523	-	9,391,523	-	-
52210 - LBRID - Debt Service	-	-	-	-	-
5240 Napa Berryessa Resort Improvement District					
52400 - NBRID - Operations	106,706	-	106,706	-	-
52405 - NBRID - Capital Improvement Projects	648,460	-	648,460	-	-
52410 - NBRID - Debt Service	496,969	-	496,969	-	-
Total Resort Improvement Districts	\$ 15,040,394	\$ -	\$ 15,040,394	\$ -	\$ -
Service Districts					
2800 28000 - County Service Area No. 3	\$ 234,653	\$ -	\$ -	\$ -	\$ 234,653
2810 28100 - County Service Area No. 4	1,060,092	-	-	-	1,060,092
2850 28500 - Silverado Community Services	197,699	-	-	-	197,699
2860 Monticello Cemetery District					
28600 - Monticello Cemetery	57,262	-	-	-	57,262
28610 - Cemetery Endowment	121,064	-	26,878	-	94,186
2870 Community Facilities District - MST					
28700 - Community Facility District - MST	1,090,739	-	381,224	-	709,515
28710 - Community Facility District - MST Debt Service	-	-	-	-	-
2875 28750 - Community Facility District - Devlin Road	45,116	-	-	-	45,116
Total Service Districts	\$ 2,806,625	\$ -	\$ 408,102	\$ -	2,398,523
Joint Power Agencies					
2700 27000 - In-Home Supportive Services Authority	\$ 25,369	\$ -	\$ -	\$ -	\$ 25,369
2720 27200 - Groundwater Sustainability Agency	1,401,937	-	-	-	1,401,937
2830 28300 - Napa Valley Tourism Improvement District - Countywide	1,798	-	-	-	1,798
5060 Napa County Housing Authority					
50600 - NCHA - Administration	723,337	-	-	-	723,337
50605 - Farmworker Centers	5,080,762	-	5,080,762	-	-
Total Joint Power Agencies	\$ 7,233,203	\$ -	\$ 5,080,762	\$ -	2,152,441
Total Special Districts and Other Agencies	\$ 25,080,222	\$ -	\$ 20,529,258	\$ -	4,550,964

SPECIAL DISTRICTS AND OTHER AGENCIES

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balance - Special Districts Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Resort Improvement Districts						
5220 Lake Berryessa Resort Improvement District						
52200 - Assigned for future district costs	\$ -	\$ 357,900	\$ -	\$ -	\$ -	\$ (357,900)
52200 - Committed from CalOES	150,151	-	-	-	-	150,151
52200 - Nonspendable investment in capital assets	3,636,957	-	-	-	-	3,636,957
52200 - Nonspendable uncollected assessments	609,628	-	-	-	-	609,628
52205 - Nonspendable investment in capital assets	6,953,851	-	-	-	-	6,953,851
52205 - Committed to current capital projects	1,830,133	-	-	-	-	1,830,133
52205 - Restricted to unspent ARPA funds	607,539	-	-	-	-	607,539
52210 - Assigned for future district costs	-	15,461	-	-	-	(15,461)
5240 Napa Berryessa Resort Improvement District						
52400 - Assigned for future district costs	\$ -	\$ 802,990	\$ -	\$ -	\$ -	\$ (802,990)
52400 - Committed from FEMA	\$ 106,706	-	-	-	\$ -	106,706
52405 - Nonspendable investment in capital assets	648,460	-	-	112,033	-	760,493
52410 - Restricted for future debt service	496,969	-	-	6,000	-	502,969
Total Resort Improvement Districts	\$ 15,040,394	\$ 1,176,351	\$ -	\$ 118,033	\$ -	\$ 13,982,076
Service Districts						
2800 County Service Area #3						
28000 - Fire	\$ -	\$ -	\$ -	\$ 46,907	\$ -	\$ 46,907
28000 - Streets and Roads	-	-	-	7,636	-	7,636
2810 28100 - County Service Area No. 4	-	-	-	1,035,990	-	1,035,990
2850 28500 - Silverado Community Services	-	-	-	194,365	-	194,365
2860 Monticello Cemetery District						
28600 - Assigned to future district costs	-	-	-	24,855	-	24,855
28610 - Nonspendable endowment	26,878	-	-	-	-	26,878
28610 - Assigned endowment	-	-	-	38,786	-	38,786
2870 Community Facilities District - MST						
28700 - Restricted to debt service	381,224	-	-	64,922	-	446,146
2875 28750 - Community Facility District - Devlin Road	-	-	-	45,116	-	45,116
Total Service Districts	\$ 408,102	\$ -	\$ -	\$ 1,458,577	\$ -	\$ 1,866,679

State Controller Schedules
County Budget Act
January 2010, Version 1

**Obligated Fund Balance - Special Districts
Fiscal Year 2025-2026**

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Joint Power Agencies						
2700 27000 - In-Home Supportive Services Authority	\$ -	\$ -	\$ -	\$ 98,218	\$ -	\$ 98,218
2720 27200 - Groundwater Sustainability Agency	-	-	-	614,382	-	614,382
2830 28300 - Napa Valley Tourism Improvement District - Countywide	-	-	-	1,798	-	1,798
5060 Napa County Housing Authority						
50600 - Assigned for future project costs	-	-	-	723,337	-	723,337
50605 - Nonspendable investment in capital assets	4,055,762	-	-	-	-	4,055,762
50605 - Restricted to operating reserves	680,000			30,000	-	710,000
50605 - Restricted to facility replacement	345,000			15,000	-	360,000
Joint Power Agencies	\$ 5,080,762	\$ -	\$ -	\$ 1,482,735	\$ -	\$ 6,563,497
Total Special Districts and Other Agencies	\$ 20,529,258	\$ 1,176,351	\$ -	\$ 3,059,345	\$ -	\$ 22,412,252



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1153

TO: Board of Supervisors
FROM: Monica Cooper, Department Head
REPORT BY: Allison Karaan, Administrative Secretary
SUBJECT: Memorandum of Understanding between the Regents of the University of California - Agriculture and Natural Resources and Napa County

RECOMMENDATION

Approve and authorize Agreement No. 8698 with the Regents of the University of California - Agriculture and Natural Resources and Napa County for the term June 24, 2025 to June 30, 2030 to provide extension and education, and to implement programs and activities benefiting residents of the county. (No Fiscal Impact; Discretionary)

BACKGROUND

On May 14, 1968, a Memorandum of Understanding between The Regents of the University of California and the County of Napa was executed to provide the basis for the establishment and maintenance of the Cooperative Agricultural Extension Service in Napa County, and for the operation of multi-county Extension work. The Napa County UC Cooperative Extension office was established in accordance with the request and is now serving the people of Napa County.

The current Napa County UC Cooperative Extension provides technical expertise in Viticulture, Specialty Crops, Food Systems, Integrated Pest Management, Human-Wildlife Interactions, Fire Science, Livestock and Natural Resources, Youth Development, Community Health and Nutrition, and Water and Soil Resources. In addition, the UCCE coordinates the 4-H Youth Development program and the UC Master Gardener Program.

To increase participation in Extension programs and allow for additional department support, UC Cooperative Extension implemented a staffing realignment plan. In March 2024, Position Description Questionnaires were submitted to Napa County Human Resources to update current full-time equivalents (FTEs) to reflect the current and upcoming duties of each staff member. Through this process, it became clear that the 1968 Memorandum of Understanding did not adequately reflect the current commitment and responsibilities of both parties. In kind, Napa County Human Resources requested an updated Memorandum of Understanding be

approved by both The Regents of the University of California and Napa of County to memorialize the University's agreement to provide the UCCE program to County, as well as the commitment of County to support the University in the provision of such program. The County will continue funding four employees to support this program.

Requested Action:

Approve and authorize Agreement No. 8698 with the Regents of the University of California - Agriculture and Natural Resources and County of Napa for the term June 24, 2025 to June 30, 2030 to provide extension and education, and to implement programs and activities benefiting residents of the county.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

MEMORANDUM OF UNDERSTANDING

between

The Regents of the University of California – Agriculture and Natural Resources,

and

Napa County

for a

Partnership

for the

Provision of the University of California Cooperative Extension Program

This Memorandum of Understanding (“MOU”) is executed as of the latest date of execution set forth below (the “Effective Date”), by and between The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources, and its UC Cooperative Extension for Napa County (“University”), and Napa County (“County”).

WITNESSETH:

WHEREAS, the County was established in 1849 as one of the original 27 counties created by the state legislature on lands originally inhabited by the Patwin and Wappo peoples, with an economy based on agriculture and agricultural-related businesses; and

WHEREAS, the UC and the County have a cooperative relationship, as part of the national cooperative extension system, to provide extension and education, and the County has provided generous support to UC Cooperative Extension (UCCE) to implement programs and activities benefiting residents of the county; and

WHEREAS, the University’s UC Agriculture and Natural Resources (UC ANR) is one of the principal vehicles by which the University may deliver to the residents of California the benefits of its research into agriculture, natural resources management, healthy food systems, healthy environments, youth development and resilient communities, and by which Californians may bring new problems and priorities to the University for research and resolution; and

WHEREAS, in the execution of its mission UC ANR collaborates with local county governments and thus its program is collectively referred to as University of California Cooperative Extension (UCCE); and

WHEREAS, the County recognizes the value of UCCE to its residents and intends that this program be delivered in its County; and

WHEREAS, Section 32330 of the Educational Code of the State of California provides for the appropriation of County funds by County Boards of Supervisors for the support and maintenance of UCCE for the benefit of County; and

WHEREAS, the County has authority to enter this MOU.

NOW THEREFORE, in consideration of the terms and conditions contained herein, County and University do hereby agree to cooperate in the delivery of UCCE as follows:

I. PARTIES

A. The parties to this MOU are:

1. The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources, and
2. Napa County

B. Each party certifies that it intends to, and does, contract with the other party that is a signatory to this MOU.

II. PURPOSE. The purpose of this MOU is to memorialize the University's agreement to provide the UCCE program to County, as well as the commitment of County to support the University in the provision of such program.

III. RESPONSIBILITIES OF THE UNIVERSITY

University agrees to do the following:

- A. Deliver University knowledge to County for the benefit of its residents, and agriculture and natural resource professionals, through a cadre of UCCE educational and applied research programs, as further described in Attachment A, *Cooperative Extension Program Provided by the University*.
- B. Continually improve UCCE in County by revising it as new University research is directly accessed by advisors (University academics).
- C. Upon request of the County, appear before the County's Board of Supervisors (and/or other County officials) to inform them of the progress and accomplishments of UCCE.
- D. Expend a portion of University appropriations (e.g., general and specific state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) in County; thereby realizing even greater programmatic impact locally.
- E. Appoint, assign, supervise, and pay the entire salaries and benefits of a professional staff of advisors (University academics) for the operation of UCCE in County. The appointment, number and assignment of such academics shall be determined by the University based on available resources. As resources permit, the University may also assign and pay the salaries of other personnel, both academic and non-academic.
- F. Subject to the County's annual budget process, submit narrative reports of UCCE accomplishments for the previous program year, and program goals for the upcoming fiscal year.

- G. Designate one University employee as the Director of UCCE (“Area Director”) for County, who will represent and be responsible to the University’s Vice Provost of Research and Extension for all matters relating to the operation and conduct of UCCE in County.
- H. Provide organizational framework and support associated costs necessary to conduct UCCE, including but not limited to:
 - 1. Application of University Environmental Health and Safety (EH&S) standards, including assistance of University EH&S professional staff and provision of certain resources.
 - 2. Application of University Risk Management and Background Investigation standards, especially as they pertain to youth protection.
 - 3. Application of University management standards for accounting, budgeting, contracts and grants, development, human resources, legal affairs, information technology and other administrative matters.
 - 4. Off-site University staff for performance of all centralized administrative tasks arising out of UCCE program delivery to County that can be centralized.
 - 5. Future incremental costs increases associated with all of the above.
- I. Be responsible to County for expenditure of County funds and/or use of County resources. As well, be responsible for proper use, custody, and care of in-kind (tangible, non-monetary) resources that County may dedicate to UCCE.

IV. RESPONSIBILITIES OF COUNTY

County agrees to do the following:

- A. Subject to the County’s annual budget process, provide in-kind (tangible, non-monetary) resources memorialized in Attachment B, *In-kind (Tangible, Non-Monetary) Support Provided by County*. Provision of any or all of the in-kind resources for use by the University shall not be deemed to convey to the University any interest in said County in-kind contributions.

V. RESPONSIBILITIES OF THE UCCE AREA DIRECTOR

The UCCE Area Director is the individual to whom University has delegated programmatic and administrative decision-making authority at the local level; they are the principal University representative for all matters relating to this MOU. The UCCE Area Director will act as the head of the UC Cooperative Extension Department within the County.

VI. COMMITMENT TO THE UCCE PARTNERSHIP

- A. UCCE comprises a collaboration between County and University for the benefit of the people of Napa County, to which both parties are committed. The parties agree that University cannot deliver UCCE absent the valuable support that County contributes. Likewise, the parties also acknowledge that County resources are limited.
- B. Accordingly, in the course of County’s annual budget processes, University will advise County of the minimum level of financial support required to deliver UCCE programs. County will

then collaborate with University to agree upon the specific level of support to be proposed for appropriation to UCCE by the Board of Supervisors in the coming fiscal year. In determining such amount, University will work with County, making every effort to accommodate any budget restrictions to which County may be subject. In turn, County will recognize University's responsibility to maintain program quality.

VII. GENERAL TERMS AND CONDITIONS

A. *Non-Discrimination:*

1. UC ANR prohibits discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, age, disability, income derived from a public assistance program, or reprisal or retaliation for prior civil rights activity.
2. UC ANR policy prohibits retaliation against any employee or person in any of its programs or activities for bringing a complaint of discrimination or harassment. UC ANR policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in any manner in an investigation or resolution of a complaint of discrimination or harassment. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to any of its programs or activities.
3. UC ANR is an Equal Opportunity/Affirmative Action Employer.
4. University policy is intended to be consistent with the provisions of applicable State and Federal laws.
5. Inquiries regarding the University's equal employment opportunity policies or our nondiscrimination policies may be directed to:

UCANR, Interim Affirmative Action Compliance Officer
 University of California, Agriculture and Natural Resources
 2801 Second Street, Davis, California 95618
 530-750-1397 Email: tljordan@ucanr.edu
 Website: http://ucanr.edu/sites/anrstaff/Diversity/Affirmative_Action/

- B. *Confidentiality:* The parties may receive certain private information in the normal course of work under this MOU (e.g., home addresses of program participants, etc.). Such private information will be held in confidence to the greatest extent permissible under statute and each party's internal policies.
- C. *Clarification of Duties:* All parties agree that UCCE is an educational arm of the University. Accordingly, the University and its agents do not play a role in regulatory enforcement.
- D. *Fiscal Year:* The fiscal year applicable to this MOU will be July 1 through June 30.
- E. *Term:* This MOU will be in effect for five (5) years, commencing on the Effective Date and concluding five (5) years thereafter. At the end of this period, this MOU may be reissued for subsequent five (5) year period(s) through the use of a written amendment executed by both parties.

- F. *Effective Date:* The date of the latest signature appearing in the below signature block.
- G. *Modification:* This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least ninety (90) days in advance to allow for consideration of said proposal.
- H. *Termination:*
 - 1. Either party may terminate their participation in this MOU without cause, and/or may withdraw their in-kind (tangible, non-monetary) resources or direct (monetary) support from UCCE. A party's intent to withdraw support (whether direct or in-kind) from UCCE must be specifically communicated by giving one hundred eighty (180) days advance written notice to the other party.
 - 2. Subject to the mutual agreement of both parties, termination by a party for cause may be effectuated with less than one hundred eighty (180) days advance written notice to the other party.
 - 3. If the County should find it necessary to terminate its participation in this MOU, University will withdraw UCCE from County. Under such circumstances, UCCE programs provided in neighboring Counties will no longer be available to people of Napa County after it has withdrawn its support.
- I. *Severability and Validity of Agreement:* If a portion, term, condition or provision of this MOU is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected.
- J. *Entire Agreement:* This MOU and the Attachments hereto constitute the entire agreement between County and University concerning the subject matter hereof. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this MOU. Any amendments or modifications of this MOU shall be in writing as described above.
- K. *Assignment:* The rights and duties of the parties to this MOU may not be assigned or delegated.
- L. *Governing Law:* This MOU will be governed by and construed in accordance with the laws of the State of California.
- M. *Execution in Parts or Counterparts:* This MOU may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.
- N. *Electronic Signatures:* This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.

VIII. INDEMNIFICATION

- A. The Regents of the University of California shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the

performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents of the University of California, its officers, agents or employees.

- B. County shall defend, indemnify and hold The Regents of the University of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

IX. INSURANCE

The parties will individually ensure their activities in connection with this MOU by maintaining programs of self-insurance or obtaining, keeping in force, and maintaining insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000) general aggregate.
- B. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this MOU.
- C. Business Automobile Liability Self-Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.
- D. Workers' Compensation and Employers Liability Insurance in a form and amount covering each respective party's full liability under the Workers' Compensation and Insurance and Safety Act of the State of California as amended from time to time.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of County and the University against other insurable risks relating to performance.
- F. Coverage required under this Section shall not limit the liability of any party.
- G. Coverage referred to in this Section shall include the other party as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of the insuring party, its officers, employees and agents. Upon request, either party shall furnish the other party with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.

X. VEHICLE USAGE

- A. County-Owned Vehicles

In connection with this MOU, County may, at its sole discretion, authorize employees and/or agents of University to operate vehicles owned by the County Board of Supervisors. The parties

agree that claims for damages arising out of any accidents that occur in County-owned vehicles operated by University employees and/or agents in the course and scope of their University duties, are the responsibility of University. County shall be responsible for claims for damages arising out of any accidents that occur in County-owned vehicles operated by County employees and/or agents in the course and scope of their County duties.

XI. INSURANCE COVERAGE FOR VOLUNTEERS/AGENTS OF THE UNIVERSITY

University volunteers are considered “agents” of the University, and therefore are covered for their negligent acts or omissions by University’s general liability self-insurance program while acting in the course and scope of their volunteerism for University. University also therefore agrees to assume liability for the actions or negligence of these volunteer “agents” as set forth in Section VIII above, when they are acting in the course and scope of their volunteerism for University.

XII. CRIMINAL HISTORY AND IDENTITY CHECK OF EMPLOYEES AND VOLUNTEERS

- A. As described in its [Background Investigation Manual](#), the University strives to ensure the safety of everyone involved in its programs, especially youth. As a part of this effort, University requires a criminal history and identity check (i.e. fingerprinting) and submission of fingerprints to the Department of Justice, and/or the Federal Bureau of Investigation for certain employees, volunteers, and/or agents of University. University shall be responsible to:
 1. Determine whether such fingerprinting is required,
 2. Obtain the employees’ volunteers’ fingerprints, and
 3. Obtain criminal background clearance from the appropriate agency. University reserves the right to decline the participation of any individual that does not pass the background clearance review to University’s satisfaction.
- B. County agrees to obtain fingerprints from, conduct California Department of Justice background checks on and subsequent arrest notices (SANs) for any County employees assigned to assist UCCE that interact with youths participating in UCCE programming, as such employees will be acting as mandated reporters under state law.
- C. County agrees to inform University of any aspect of its operations that might present an especial risk to youth (e.g., convicted felony sex offender on staff, etc.).

XIII. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses.

- A. For University:

Lauren Cartwright, Area Director
UCCE Napa County
1710 Soscol Ave, Suite 4
Napa, California, 94559

B. For County:

Rebecca Craig, Assistant Chief Executive Officer
County of Napa
1195 3rd Street
Napa, California, 94559


In witness whereof, the parties have executed this MOU as of the latest date of execution set forth below.

NAPA COUNTY, a political subdivision of
the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R. Y. Apallas</i> Deputy County Counsel</p> <p>Date: June 12, 2025 Doc. No. 133236</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>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signed by:

Brent Hales
Associate Vice President, UC Agriculture and Natural Resources

6/5/2025
Date

Reviewed and Recommended

Signed by:

Lauren A. Cartwright, Area Director
University of California, Agriculture and Natural Resources

6/5/2025
Date

Attachment A

UCCE Program Provided by University

University will fulfill annual reporting requirements set out by County during annual budget process, including reports of annual departmental accomplishments and detailed and specific program goals for upcoming fiscal year. UCCE programs will serve the residents of Napa County by providing evidence-based research, education and public service that will promote solutions problems in agriculture, natural resources (including wildfire and environmental quality), wildlife, community health and nutrition, and youth development.

In the course of their work, UCCE advisors (University academics) and program representatives (University staff) will deliver a range of locally relevant programs focusing on farming, natural resources, the environment, community health, 4-H youth development, science literacy and Master Gardeners. Advisors and program representatives will use workshops, field days, public meetings, newsletters, the mass media and other communication tools to bring needed information to County. Further, advisors and program representatives will use collaborations with government, non-profit, and private agencies to extend the reach of their programs. Finally, advisors and program representatives may collaborate with UC campus-based Cooperative Extension program Specialists and Agricultural Experiment Station scientists to research, adapt and field-test agricultural improvements or solutions and promote the use of research findings in County.

Subject to availability of required resources, UCCE would implement programs with the following areas of emphasis.

Agriculture and Natural Resources: Research and educational programs that meet local agriculture and natural resource needs, focused on enhancing the agricultural productivity and competitiveness of Napa County and stewarding water, land and air resources and local wildlife populations. Together with farmers, pest control Advisers and industry representatives; current and emerging agricultural opportunities and problems would be identified.

Master Gardeners: University-trained volunteers under the direction of a program representative, provide advice and support for local gardeners and non-commercial horticulturists in Napa County on current and emerging topics in horticulture, pest management, water and soil resources, and climate change adaptation.

4-H Program: Encompassing a wide variety of educational and enrichment experiences to help young people discover and develop their potential. 4-H Youth Development Program representatives and advisors provide meaningful, learn-by-doing educational activities to children in 4-H clubs and/or to children participating in school enrichment and after-school programs. Citizenship and science literacy including biology, math and engineering are thrusts of the program.

Attachment B

In-Kind (Tangible, Non-Monetary) Support Provided by County

In accordance with the above Section No. IV., *Responsibilities of County*, County agrees to support University's provision of the Cooperative Extension program with in-kind (tangible, non-monetary) support as follows.

In-Kind (Tangible, Non-Monetary) Resources Provided by County

Employees: Full-time (FTE) or part-time (PTE) County employees to support the UC Cooperative Extension. Such County employees will provide University with services including, but not limited to, programmatic, administrative and other assistance in support of the UCCE mission and delivery of local programs. County shall employ these individuals assigned to support UCCE, and shall support all wages, benefits, Worker's Compensation Insurance, dispute resolution and other costs associated with employment by County. Amount of funding support shall be determined annually during the County budget development and adoption process. Total FTE is currently 4.0, but subject to determination annually during the County budget development and adoption process and following protocols established by the Office of the CEO and Human Resources.

Space: Fully functional and fully serviced office space including furniture; heating and air-conditioning; telephone and high-speed internet connectivity; maintenance, cleaning and security; meeting, kitchen, laboratory, storage and conference space; as well as access to toilet facilities and secure parking.

Equipment: Items comprising fully functional and fully serviced office equipment including but not limited to computers, copiers, printers, audio/visual, desk and/or mobile telephones, postage machines, etc.

Supplies & Miscellaneous: Items comprising all business supplies, services and other miscellaneous necessities required for a fully functional and fully serviced business office, including but not limited to stationery, paper, printing, computer software, postage and freight, household & safety supplies, laboratory, field test, and demonstration materials, etc.

Transportation, Training & Conference Expenses: Means of transportation necessary for the conduct of the official duties of the local UC Cooperative Extension staff, including attendance of training, development, and administrative meetings that may occur outside the County. This includes, but is not limited to, provision of vehicles, fuel, maintenance, other associated costs, such as outside contractors to facilitate staff training and development in alignment with the departmental mission.

Travel: Support for all travel necessary for the conduct of the official duties of the local UCCE personnel, including but not limited to, transportation, mileage reimbursement when using UCCE or personal vehicles, tolls, lodging, subsistence, other associated costs, etc., unless such travel costs are otherwise covered by contracts, grants or donations.



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: 6/24/2025

File ID #: 25-1176

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Thomas C. Zeleny, Chief Deputy County Counsel

SUBJECT: Introduction of Ordinance Adding Chapter 6.02 to the Napa County Code
Authorizing Inspections of Watercraft for Invasive Mussels at Lake Berryessa

RECOMMENDATION

Introduction and intent to adopt an Ordinance adding Chapter 6.02 to the Napa County Code authorizing inspections of watercraft for invasive mussels at Lake Berryessa. (No Fiscal Impact; Discretionary)

BACKGROUND

Fresh-water mussels, such as Quagga, Zebra, and Golden Mussels, are invasive species that reproduce prolifically, capable of rapidly colonizing and clogging water infrastructure as well as altering the aquatic environment by removing phytoplankton and displacing native species. Invasive mussels can inadvertently be introduced into new water bodies by boats which are used in infested waterways, then trailered and launched into pristine lakes or reservoirs without being adequately cleaned and dried. Invasive mussels are not known to inhabit Lake Berryessa, but there are other water bodies within a one-hour drive of Lake Berryessa known to be infested with invasive mussels. Invasive adult mussels can survive for up to thirty days out of water under ideal conditions, and their larvae can survive for approximately the same amount of time in small amounts of water left inside a boat or trailer. Invasive mussels are difficult to eradicate once they are established and are best managed by preventing their introduction in the first place.

Napa County is engaged in projects to increase recreational opportunities at Lake Berryessa through an agreement with the Federal Bureau of Reclamation (BOR), which will lead to more recreational boating at the lake. The County is currently operating 2 resort areas under interim concession contracts, while the BOR is operating other recreational areas with boat launches. With the recent discovery of Golden Mussels in the Delta, motorized watercraft are not allowed to launch into Lake Berryessa without a seal or tag showing the watercraft has been inspected and decontaminated or has completed a 30-day quarantine period. Details about this mussel-prevention program can be found on the Solano County Water Agency's website at this link:

<https://scwa2.com/lake-berryessa-mussel-prevention-program/>

The proposed ordinance builds on this program by codifying the authority of County employees, Sheriff Deputies, concessionaires, and others to stop and inspect watercraft launching at Lake Berryessa to confirm mussel tags are present and valid, look for evidence of mussels, and prevent launching of any watercraft that does not pass inspection. While non-motorized watercraft such as canoes or rowboats are generally not subject to decontamination or quarantine, the proposed ordinance authorizes inspections of such watercraft too, just in case inspectors notice anything of concern. Launching a motorized watercraft without a valid mussel inspection tag or from a location other than a designated boat launch at a recreational area, or launching any watercraft after it fails inspection, will all be infractions. Engaging in such conduct with the intent to evade inspection will be a misdemeanor.

At the County-managed resort areas, the concessionaires are paid by the Solano County Water Agency to inspect and tag watercraft entering and leaving Lake Berryessa. Decontamination is not performed at any of the County-managed resort areas. Decontamination is available by appointment at the BOR-managed sites.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, second, discussion, and vote on the proposed Ordinance

Recommended Action:

Approve the introduction and intent to adopt an Ordinance adding Chapter 6.02 to the Napa County Code authorizing inspections of watercraft for invasive mussels at Lake Berryessa.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Enhances efforts to keep invasive mussels out of Lake Berryessa.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Efforts to keep invasive mussels out of Lake Berryessa may be less effective.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing or former use.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, ADDING CHAPTER 6.02 TO THE NAPA
COUNTY CODE AUTHORIZING INSPECTIONS OF WATERCRAFT
FOR INVASIVE MUSSELS AT LAKE BERRYESSA**

WHEREAS, fresh-water mussels, such as Quagga, Zebra, and Golden Mussels, are invasive species that reproduce prolifically, capable of rapidly colonizing and clogging water infrastructure as well as altering the aquatic environment by removing phytoplankton and displacing native species; and

WHEREAS, invasive mussels can inadvertently be introduced into new water bodies by boats which are used in infested waterways, then trailered and launched into pristine lakes or reservoirs without being adequately cleaned and dried; and

WHEREAS, Napa County is engaged in projects to increase recreational opportunities at Lake Berryessa through an agreement with the Federal Bureau of Reclamation (BOR), which will lead to more recreational boating at the lake; and

WHEREAS, invasive mussels are not known to inhabit Lake Berryessa, but there are other water bodies within a one-hour drive of Lake Berryessa known to be infested with invasive mussels; and

WHEREAS, invasive adult mussels can survive for up to thirty days out of water under ideal conditions, and their larvae can survive for approximately the same amount of time in small amounts of water left inside a boat or trailer; and

WHEREAS, invasive mussels are difficult to eradicate once they are established, and are best managed by preventing their introduction in the first place; and

WHEREAS, the California Code of Regulations at 14 C.C.R. § 671 identifies Quagga,

Zebra, and Golden Mussels as “detrimental animals” which are unlawful to import, transport, or possess without a permit issued by the Department of Fish and Wildlife; and

WHEREAS, local agencies may adopt and enforce local laws on BOR facilities, lands, and waterbodies, pursuant to the Federal Code of Regulations at 43 C.F.R. § 423.3; and

WHEREAS, Napa County is under contract with BOR to provide law enforcement services at Lake Berryessa.

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

SECTION 1. Chapter 6.02 (Invasive Mussels) of Title 6 (Animals) is added to the Napa County Code to read in full as follows:

Chapter 6.02 – INVASIVE MUSSELS

6.02.010 – Purpose.

The purpose of this chapter is to help prevent the introduction of invasive mussels, such as Quagga, Zebra, and Golden Mussels, into Lake Berryessa.

6.02.020 – Definitions.

As used in this chapter:

“Invasive mussel” means any mussel identified in Section 671 of Title 14 of the California Code of Regulations, as may be amended, including Quagga, Zebra, and Golden Mussels.

“Launch” means to allow any part of a vessel, boat or other watercraft to contact the surface of Lake Berryessa.

“Motorized” means equipped with a motor to provide propulsion.

6.02.030 – Inspections.

- A. County employees, Sheriff’s deputies, and any inspectors hired by the county, may inspect any vehicles, trailers, vessels, boats and other watercraft, whether motorized or not, that could carry or contain adult or larval invasive mussels, at any resort or recreational area at Lake Berryessa. This authority includes the right to temporarily stop any vehicles, trailers, vessels, boats and other watercraft within a resort or

recreational area, or on Lake Berryessa, that may carry invasive mussels in order to conduct inspections.

- B. County employees, Sheriff's deputies, and any inspectors hired by the county may deny access to Lake Berryessa and order the removal of any vessel, boat or other watercraft from the lake that:
 - 1. Is motorized and does not display a valid and intact mussel inspection sticker, seal or tag;
 - 2. Fails a mussel inspection at Lake Berryessa; or
 - 3. Is not adequately inspected for mussels because a person interferes with or prevents an inspection from occurring.
- C. Employees or subcontractors of concessionaires operating resort or recreational areas at Lake Berryessa may exercise the authority granted by this section.
- D. Employees or representatives of the Solano County Water Agency may exercise the authority granted by this section.
- E. Peace Officers as defined in Penal Code Sections 830.1 and 830.2 and whose jurisdiction includes Lake Berryessa, and Wildlife Officers with the California Department of Fish and Wildlife, may exercise the authority granted by this section.

6.02.040 – Violations.

- A. It is unlawful to launch any motorized vessel, motorized boat or other motorized watercraft at Lake Berryessa that does not display a valid and intact mussel inspection sticker, seal or tag.
- B. It is unlawful to launch any vessel, boat, or other watercraft at Lake Berryessa that fails an inspection at the lake without being reinspected and passing inspection.
- C. It is unlawful to launch any motorized vessel, motorized boat or other motorized watercraft into Lake Berryessa from anywhere other than a designated boat launch at a resort or recreational area.

6.02.050 – Penalties.

- A. Except as otherwise provided in this section, a person who violates Section 6.02.040 is guilty of an infraction, punishable by a fine as set forth in Section 1.20.150(A) of this code.
- B. A person who violates Section 6.02.040 with the intent to avoid inspection or reinspection for mussels is guilty of a misdemeanor, punishable by a fine, imprisonment, or both, as set forth in Section 1.20.150(B) of this code.

SECTION 2. The Board of Supervisors finds that adoption of this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing facilities involving negligible or no expansion of existing or former use.

SECTION 3. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 4. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 24th day of June, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 22nd day of July, 2025, by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____

ABSTAIN:	SUPERVISORS	_____

ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of the
State of California

ANNE COTTRELL, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>By: <u>McKayla McMahon</u> Code Services</p> <p>Date: <u>May 29, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1022

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Introduction of Ordinance Amending Napa County Code Section 11.28.030 to Renew the Airport Manager's Authority to Execute Leases and License Agreements

RECOMMENDATION

Introduction and intent to adopt an Ordinance amending Napa County Code Section 11.28.030 to renew the Airport Manager's authority to execute leases and license agreements at the Napa County Airport. (No Fiscal Impact; Discretionary)

BACKGROUND

The Napa County Airport operates as a non-profit enterprise conducting regular business activity in meeting the needs of aviation users. Under Government Code section 25537, the Board of Supervisors may delegate authority to execute leases and licenses to the Airport Manager, but such delegation cannot exceed 5 years without being renewed. With over 150 active based aircraft at the Napa County Airport, this authority allows for the efficient pace of transactional activity, and provides for conveniently meeting the needs of pilots and airport users.

The Board of Supervisors delegated such authority to the Airport Manager by ordinance in 2019, codified in Napa County Code Section 11.28.030. The 2019 ordinance correctly indicated the Airport Manager's authority expires after 5 years but did not include the expiration date, so its expiration was not discovered until recently. This proposed Ordinance will renew the Airport Manager's authority to execute leases and license agreements until July 1, 2029 (nearly 5 years from the date of expiration of the 2019 ordinance) and ratify approximately 27 leases and license agreements executed by the Airport Manager since the 2019 ordinance expired. All the leases and license agreements otherwise complied with Section 11.28.030.

For rents that are not already approved by the Board in the Airport fee schedule, the proposed Ordinance will also increase the limit of the Airport Manager's authority to execute individual leases and license agreements from \$10,000 per year to \$5,000 per month. If an amount is not specified, Government Code section 25537

would establish a limit of \$10,000 per month. The maximum term of a lease or license agreement under both the prior ordinance and the proposed Ordinance remains the same at 10 years.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, second, discussion, and vote to adopt the Ordinance

Recommended Action:

Introduction and intent to adopt an Ordinance amending Napa County Code Section 11.28.030 to renew the Airport Manager's authority to execute leases and license agreements at the Napa County Airport. (No Fiscal Impact; Discretionary)

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing facilities.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING SECTION 11.28.030 OF THE
NAPA COUNTY CODE TO RENEW THE AIRPORT MANAGER’S
AUTHORITY TO EXECUTE LEASES AND LICENSE AGREEMENTS**

WHEREAS, Government Code Section 25537 allows the Board of Supervisors (“Board”) to delegate the authority to execute leases and licenses of County real property to County officers by ordinance, provided the delegation is not effective for more than 5 years; and

WHEREAS, on June 4, 2019, the Board adopted Ordinance No. 1437 delegating the authority to execute leases and licenses at the Napa County Airport to the Airport Manager, codified in Section 11.28.030 of the Napa County Code; and

WHEREAS, the delegation to the Airport Manager expired on July 4, 2024, so the Board desires to renew and ratify the Airport Manager’s authority to execute leases and licenses and to increase the maximum annual rent the Airport Manager is authorized to approve.

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

SECTION 1. Section 11.28.030 of Chapter 11.28 (Napa County Airport) of Title 11 (Airport) of the Napa County Code to amended to read in full as follows:

11.28.030 – Authority to execute leases and license agreements.

- A. The airport manager is authorized to negotiate and execute, on behalf of the county, in a form approved by county counsel, leases and licenses where:
 - 1. The rent has been set by the Board of Supervisors in the fee schedule for the airport; or
 - 2. The rent in the executed lease or license does not exceed five thousand dollars per month and the term of the executed lease or license, including any renewal term(s), does not exceed a cumulative total of ten years.
- B. The airport manager shall have authority to execute and enforce any leases or licenses agreements on behalf of the county, including, without limitation, exercising the right to terminate, authorize tenant improvements, and withhold

deposit funds, provided that the airport manager determines, upon consultation with county counsel, that such remedies are in the best interest of the county and are otherwise consistent with the provisions of the lease or license.

C. Notice of any leases or licenses executed pursuant to this section shall be provided in accordance with Government Code Section 25537.

D. The authority granted by this section shall expire on July 1, 2029.

SECTION 2. The Board of Supervisors hereby ratifies and approves any leases and licenses executed by the Airport Manager since July 4, 2024, until the effective date of this Ordinance that otherwise comply with the limitations on the delegation in Ordinance No. 1437.

SECTION 3. The Board of Supervisors finds that adoption of this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing facilities.

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

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

SECTION 6. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 24th day of June, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 22nd day of July, 2025, by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____

ABSTAIN:	SUPERVISORS	_____

ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of the
State of California

ANNE COTTRELL, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>By: <u>McKayla McMahon</u> Code Services</p> <p>Date: <u>May 28, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

Additions are underlined.
Deletions are ~~struck through~~.
Revision makers are noted in left or
right margins as vertical lines.

ORDINANCE NO. _____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING SECTION 11.28.030 OF THE
NAPA COUNTY CODE TO RENEW THE AIRPORT MANAGER'S
AUTHORITY TO EXECUTE LEASES AND LICENSE AGREEMENTS**

WHEREAS, Government Code Section 25537 allows the Board of Supervisors
("Board") to delegate the authority to execute leases and licenses of County real property to
County officers by ordinance, provided the delegation is not effective for more than 5 years; and

WHEREAS, on June 4, 2019, the Board adopted Ordinance No. 1437 delegating the
authority to execute leases and licenses at the Napa County Airport to the Airport Manager,
codified in Section 11.28.030 of the Napa County Code; and

WHEREAS, the delegation to the Airport Manager expired on July 4, 2024, so the Board
desires to renew and ratify the Airport Manager's authority to execute leases and licenses and to
increase the maximum annual rent the Airport Manager is authorized to approve.

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

SECTION 1. Section 11.28.030 of Chapter 11.28 (Napa County Airport) of Title 11
(Airport) of the Napa County Code to amended to read in full as follows:

11.28.030 – Authority to execute leases and license agreements.

A. The airport manager is authorized to negotiate and execute, on behalf of the county,
in a form approved by county counsel, leases and licenses where:

(1.) ~~The rent has been set by the Board of Supervisors through Section 30, Part III
of the Policy Manual, in the fee schedule for the airport;~~ or

~~(2.)~~ The rent in the executed lease or license does not exceed ~~ten~~ five thousand dollars ~~(\$10,000.00)~~ per month and the term of the executed lease or license, including any renewal term(s), does not exceed a cumulative total of ten ~~(10)~~ years.

B. The airport manager shall have authority to execute and enforce any leases or licenses agreements on behalf of the county, including, without limitation, exercising the right to terminate, authorize tenant improvements, and withhold deposit funds, provided that the airport manager determines, upon consultation with county counsel, that such remedies are in the best interest of the county and are otherwise consistent with the provisions of the lease or license.

BC. Notice of any leases or licenses executed pursuant to this section shall be provided in accordance with Government Code Section §-25537.

~~CD. In accordance with Government Code § 25537,~~ § The authority granted by this ~~Section~~ shall expire ~~five years after the effective date of Ordinance 1437 on July 1, 2029.~~

SECTION 2. The Board of Supervisors hereby ratifies and approves any leases and licenses executed by the Airport Manager since July 4, 2024, until the effective date of this Ordinance that otherwise comply with the limitations on the delegation in Ordinance No. 1437.

SECTION 3. The Board of Supervisors finds that adoption of this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing facilities.

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

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[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 24th day of June, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 22nd day of July, 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the
State of California

ANNE COTTRELL, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Chief Deputy County Counsel</p> <p>By: _____ Code Services</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1090

TO: Board of Supervisors
FROM: Brian D. Bordona, Director of Planning, Building and Environmental Services
REPORT BY: Emily Hedge, Planner III
SUBJECT: Castello Di Amorosa Winery Appeal

RECOMMENDATION

Consideration and possible action regarding an appeal filed by Water Audit California (Appellant or WAC) concerning the decisions made by the Napa County Planning Commission on April 2, 2025 for to: (1) find the project categorically exempt from the California Environmental Quality Act and (2) approve Use Permit Major Modification No. P19-00459, Castello Di Amorosa Winery, to recognize and approve items that are out of compliance with the permitted entitlements and for an expansion beyond existing entitlements. (No Fiscal Impact)

BACKGROUND

The matter before the Board involves an appeal filed by WAC concerning the decisions made by the Planning Commission (Commission) on April 2, 2025, to approve Castello di Amorosa's Use Permit Major Modification No. P19-00459 to recognize and approve items that are out of compliance with the permitted entitlements and for an expansion beyond existing entitlements and find the project categorically exempt from the California Environmental Quality Act (CEQA). The Project approval included recognition of: an increase in the number of employees to 153 employees; an increase in daily visitation to 427,541 annual guests (including daily and weekly maximums); an increase in annual marketing events for a total of 103 events; and conducting hospitality activities in portions of the building originally approved for production uses (approximately 18,550 s.f. located in numerous rooms throughout the winery buildings). The Project approval also included new requests for: designation of additional areas within the buildings for hospitality uses (approximately 14,000 s.f. converted from entitled production areas); conversion of a portion of the existing Type 1 cave (approximately 8,823 s.f.) to a Type 2 cave, allowing tours; increase the number of parking spaces in two (2) areas by 38 spaces for a total of 177 spaces; and installation of a replacement well, serving as the Project Well to be used for the existing public water system. The Project is located on an approximately 40-acre parcel at 4045 North St. Helena Highway, Calistoga (APN 020-390-012) (the Property).

On April 16, 2025, a timely notice of intent to appeal was filed by WAC and a timely appeal packet was

submitted on April 30, 2025 (the Appeal) (Attachment A).

Documents associated with the Project and this appeal record (No. P25-00137) are available for review online at the Planning, Building and Environmental Services (PBES) Department cloud at:

<https://www.pb.es.cloud/index.php/s/NdE8zCSxx7ySdggf> or at the PBES Department located at 1195 Third Street, Second Floor, Napa, CA.

For the reasons articulated below, staff requests that the Board of Supervisors remand the Project to the Commission for an advisory report on the topic of groundwater prior to proceeding with the Appeal hearing.

Request for Remand:

The request for remand is the result of discrepancies revealed in the Project's groundwater use after the Commission heard and considered the Project.

There are two wells (Well#1 and Well #2) on the Property. The Commission considered the Water Availability Analysis (dated August 14, 2024) prepared by Bartelt Engineering (the Applicant's WAA) which identified Well #1 as the Project Well and Well #2 as the landscape, vineyard irrigation and backup supply for the potable water system. To ensure that existing groundwater levels and the pump rate for the non-project well (Well #2) are maintained at baseline conditions, the Commission imposed a condition of approval requiring that the Applicant submit the prior year and current monthly and annual water usage from Well #2.

Approximately three weeks after the Commission hearing and decision on the Project, the Applicant provided the required monthly water usage for 2024 and for part of 2025 for the two wells and the reservoir on the property (Attachment B). Upon review of this baseline data, staff discovered discrepancies between the information provided and what was disclosed in the Applicant's WAA that was considered by the Commission. Specifically, the Applicant's baseline data revealed that groundwater pumped from Well #2 greatly exceeded the total groundwater use disclosed in the Applicant's WAA by almost double in year 2024 and the total groundwater use from both wells was close to the annual rate of recharge for the property as calculated in the Applicant's WAA. This data further revealed additional significant discrepancies in the Applicant's WAA which led staff to conclude that the Applicant's WAA, relied upon by the Commission, is invalid and needs to be updated to provide accurate information so that potential impacts to groundwater and public trust resources can be properly evaluated.

The parties had previously agreed to a hearing date of July 29th for the Appeal; however, upon learning of the issues with the Applicant's WAA, County Counsel's office immediately reached out to counsel for the Appellant and Applicant informing the parties of the invalid Applicant WAA. The parties were further informed that staff would be requesting that the Board remand the Project to the Commission for review of an updated WAA and preparation of an advisory report to the Board on the topic of groundwater prior to the Appeal hearing. A remand will provide an opportunity for the public, Appellant, and Commission to reconsider the groundwater use and any potential impacts resulting from the Project and will ensure that the Board has the most accurate and complete information from which to evaluate the Appeal and the Project. Should the Commission recommend changes to the project resulting from the evaluation of the updated WAA, recommended modifications to the project scope and/or conditions of approval involving groundwater use would be included in the advisory report to the Board. The Applicant has agreed to pay for the cost of the Planning Commission transcript associated with the remand hearing.

Applicant is in the process of updating the WAA. Upon staff's receipt of the updated WAA and subsequent peer review of the Applicant's updated WAA by the County's consulting hydrological engineering firm, if the Board proceeds with remand, a publicly noticed hearing before the Planning Commission would occur. After the Commission has considered the updated WAA and made its advisory recommendations to the Board (likely sometime late fall), the Appeal hearing would be noticed and scheduled for a future date. The Appellant would of course have an opportunity to comment on the updated WAA and groundwater matters at the Commission hearing and would also be allowed to supplement its pending Appeal packet to include any new grounds of appeal related to groundwater resulting from the updated WAA.

Process for Remand:

The purpose of the remand is to allow staff adequate time to analyze the updated WAA prepared by the Applicant, conduct peer-review, evaluate impacts (if any) to public trust resources, determine the appropriate level of CEQA analysis required, and schedule a hearing before the Commission to reconsider groundwater. The Commission action will be limited to providing an advisory report with recommendations to the Board for use in their evaluation of the Appeal. The Commission will not take an action on the Project as a whole. While a remand is somewhat uncommon, the process is authorized under the Appeals ordinance (County Code Chapter 2.88) as one of the options available to the Board. The most recent remand by the Board occurred in 2022 with the Benjamin Ranch Winery appeal. In Benjamin Ranch, the Board requested an advisory report on the Governor's drought emergency declaration, recent GHG thresholds adopted by the Bay Area Air District, and project revisions proposed by the applicant. That appeal ended up being settled between the parties before the Planning Commission made its advisory report.

Napa County Code Section 2.88.090.C provides that, if applicable, the Board may remand the matter to the decision-maker for preparation of an advisory report prior to the Board's decision on an appeal. Staff requests a remand to the Planning Commission for preparation of an advisory report on the updated WAA and groundwater related matters. Applicant supports the remand and Appellant objects to the remand (Attachment C). The Appellant along with any other member of the public would have an opportunity to address the Commission on groundwater matters prior to the Commission rendering an advisory report which would then be forwarded to the Board for consideration at the Appeal hearing prior to the Board making a final decision on the Appeal. The appeal hearing would essentially be "on hold" until the advisory report is issued and a new appeal hearing date is agreed upon by the parties.

Alternative Process Option:

Alternatively, the Board could decline staff's request for a remand, and the Appeal would move forward with a new hearing date and follow the typical appeal procedures including a pre-hearing conference with the Chair. This would include the opportunity for the Applicant to make a good cause request that the record on appeal be supplemented with new information in the form of an updated WAA. Given the importance of having accurate groundwater information and upon the Applicant articulating a good cause basis for not providing the information to the Planning Commission, it is likely that the Chair would find good cause exists to allow the updated WAA to be included as part of the record on appeal before the Board. The benefit of a remand is that it provides the public and Appellant more opportunity and time to review and comment on the updated WAA. It also gives Appellant the ability to supplement its pending appeal with additional grounds and evidence related to the updated WAA and groundwater matters.

PROCEDURAL REQUIREMENTS

1. Chair introduces item.
2. Chair invites Levine Act and ex parte disclosures from Board members.
3. Chair invites the Staff presentation.
4. Open the public hearing and accept public comment from Appellant, Applicant and members of the public.
5. Close the public hearing.
6. Chair invites Board deliberations.
7. Motion and second to remand the Project to the Planning Commission for preparation of an advisory report on the updated WAA and groundwater related matters.

REQUESTED ACTION:

Staff requests, with the support of the Applicant, a remand to the Commission for purposes of preparation of an advisory report addressing the updated WAA and groundwater related matters. The Commission's advisory report will be considered by the Board prior to rendering a decision on the Appeal. Upon issuance of the Commission's advisory report, the appeal hearing will be publicly noticed at least nineteen days in advance of the hearing before the Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?

No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of Categorical Exemptions, Class 1, 2, 3, 4, and 11. Article 19 of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines) establishes a list of classes of projects that are categorically exempt from the provisions of CEQA. Based on the proposed project as described below, the project meets the criteria for eligibility as Categorically Exempt from CEQA. The project will not impact an environmental resource of hazardous or critical concern, has no cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, or cause substantial adverse change in the significance of a historical resource. See Class 1 ("Existing Facilities"), Class 2 ("Replacement or Reconstruction"), Class 3 ("New Construction or Conversion of Small Structures"), Class 4 ("Minor Alterations to Land"), and Class 11 ("Accessory Structures") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301, §15302, §15303, §15304, and §15311. The project is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

“A”

Appeal Packet



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY CLERK OF THE BOARD'S OFFICE
1195 Third Street, Suite 310, Napa, California, 94559 (707) 253-4421

APPEAL PACKET COVER SHEET
(Section 2.88.050 of Napa County Code)

RECEIVED
APR 30 2025 1:27 PM
NAPA COUNTY
CLERK OF THE BOARD

Deadline for filing with the Clerk of the Board's office: no later than 2 p.m. on the 10th working day after the filing of the Notice of Intent to Appeal. (Napa County Code sec. 2.88.050(A).)

TO BE COMPLETED BY APPELLANT
(Please type or print legibly)

Action Being Appealed: DARIO SATTUI / CASTELLO DI AMOROSA USE PERMIT MAJOR MODIFICATION APPLICATION #P19-00459-MOD, approval by Planning Commission Hearing, April 2, 2025- Notice and Procedure did not comply with the law.

Permittee Name: Dario Sattui

project applicant, adjacent property owner, other (describe)

Permittee Address: 3999 North St Helena Highway, Calistoga, CA 94515

Project Site (Address/Location if Different than Permittee Address)

4045 North St Helena Highway Calistoga, CA 94515

Assessor's Parcel No.: 020-390-012 and 020-230-001

Permit No. USE PERMIT NO. P19-00459-MOD

Date of Decision: April 2, 2025

Nature of Permit or Decision: DARIO SATTUI / CASTELLO DI AMOROSA adoption of USE PERMIT MAJOR MODIFICATION APPLICATION #P19-00459-MOD, Planning Commission Hearing, April 2, 2025 - Notice and Procedure did not comply with the law.

Appellant's Name: Water Audit California

Appellant's legal status (check one): ☐ Individual ☒ Corporation/registered nonprofit
☐ Individual on behalf of unofficial organization (e.g., neighborhood group, special interest group, etc.)
Specify organization name: _____ Fax #: (_) _____

Telephone #: (530) 575-5335

E-Mail Address: legal@waterauditca.org

Mailing Address: 952 School Street, PMB 316 Napa, CA 94559

City State No. Zip Street

Appellant's Qualification as Interested Person: Submitted Comment for hearing held on April 2, 2025, no financial interest

Primary Point(s) of Contact for Appellant: ☒ Check here if Appellant is sole point of contact and will be the prehearing conference representative

Contact # 1 Name: William McKinnon, Water Audit California

Telephone # (530) 575-5335

Email: legal@waterauditca.org

Mailing Address: 952 School Street, PMB 316 Napa, CA 94559

No. Street City State Zip

☒ Check here if this contact will be your representative at the prehearing conference

Contact # 2 Name: Valerie Stephan

Telephone # ()

Email: vstephan@waterauditca.org

Mailing Address: 952 School Street, PMB 316 Napa, CA 94559

No.

Street

City

State

Zip

☐ Check here if this contact will be your representative at the prehearing conference

Attach additional sheet(s) for additional contacts if needed.

Reason for Appeal. Be specific – **factual or legal basis for such grounds of appeal must be expressly stated or they are waived.** At a minimum, you must include: (1) identification and description of the specific factual or legal determination(s) made as part of the decision that are the focus of the appeal; and (2) express assertion of all arguments, contentions, and facts that form the grounds for your appeal. If the basis of the appeal will be, in whole or in part, that there was a prejudicial abuse of discretion on the part of the approving authority, or that there was a lack of a fair and impartial hearing, this must be expressly stated. *(attach additional sheets and/or supporting documentation if necessary)*

Please see attached

Are you appealing a decision relating to real property? (check one) ☒ Yes ☐ No

If Yes, please ensure that you attach the required Ownership Report, including list of owners and Assessor's map page(s) as indicated on the Checklist.

Evidence of payment of required fees (check one): ☒ Attached ☐ Will be submitted later*

* Pursuant to Napa County Code sec. 2.88.050, evidence of payment **must** be received by the Clerk of the Board no later than the 2 p.m. deadline.



Signature of Appellant

4/30/25

Date

William McKinnon, Attorney
for Water Audit California

Print Name

CHECKLIST FOR APPEAL PACKET

Did you remember to include the following:

- a. ____ Name and address of the permittee or the subject of the decision being appealed, along with identifying information about the permittee and/or subject property.
- b. ____ Name and address of appellant.
- c. ____ Appellant's status as an individual or entity.
- d. ____ Basis for Appellant's qualification as an interested person.
- e. ____ Names, addresses, telephone numbers, and email addresses of the Appellant's primary point(s) of contact and the designated representative(s) of the Appellant for the mandatory prehearing conference.
- f. ____ Identification and description of the specific factual or legal determination(s) made as part of the decision that are the focus of the appeal.
- g. ____ A description of all asserted grounds for the appeal and all arguments, contentions and facts that you believe support the appeal and/or show that the decision was in some manner erroneous.
- h. If the decision involved real property, an Ownership Report prepared by a title company, engineer, architect, radius search service, or ownership listing service, that includes the following:
 1. ____ A list, from within the past 6 months, that identifies by name, address, and assessor's parcel number, the owners of all real property located within 1,000 feet of any and all portions of the real property that is the subject of the appeal.
 2. ____ A copy of the Assessor's Map Book Pages that show all real property which is the subject of the appeal and all properties to which the list of property owners within 1,000 feet of the subject property.

To ensure that your Ownership Report contains the necessary components and is provided in the proper format, please provide the following instructions to the preparing company or individual:

INSTRUCTIONS FOR OWNERSHIP REPORT

Please prepare an original and two copies of the property owners' list as follows:

1. Type the property owners' names, parcel numbers and mailing addresses on an 8½" by 11" sheet of Avery #5160 Laser Labels so that this information can be readily used in mailing by the Clerk of the Board of Supervisors.
2. Submit a full page copy of the assessors' map book page(s) and a copy of the latest equalized assessment roll used to compile the property owners' list. Please indicate the location of all parcels listed, by check mark or colored parcel number circled on the pages.

- i. ____ Evidence that payment of the relevant fees has been made with the Napa County Treasurer-Tax Collector. Evidence of payment must be obtained and provided to the Clerk of the Board's office prior to the 2 p.m. deadline. If you are unsure of the fees due, you must contact the Clerk of the Board's office to obtain a fee estimate and make the appropriate payment prior to the 2 p.m. deadline.
- j. ____ If you are filing by email, you must submit to the Clerk of the Board's office, prior to the 2 p.m. deadline, a copy of the signature page of the Appeal Packet Cover Sheet with your original ("wet") signature.

HOW TO FILE THE APPEAL PACKET

The completed Notice of Intent to Appeal and evidence of payment must be **received** by the Clerk of the Board's office **prior to** the 2 p.m. deadline.

<u>By Hand Delivery</u>	<u>By Mail</u>
Deliver the completed form and evidence of payment to: Napa County Clerk of the Board County Administration Building, 3 rd Floor 1195 Third Street, Suite 310 Napa, CA 94559	Mail the completed form and evidence of payment to: Napa County Clerk of the Board Attention: 2.88 Appeals County Administration Building 1195 Third Street, Suite 310 Napa, CA 94559
<u>By Email</u>	
Scan the signed completed form and attach it, along with evidence of payment, as PDF format to an email addressed to: clerkoftheboard@countyofnapa.org . If filing by email, you must additionally provide by hand delivery or mail a copy of the signature page of this Appeal Packet Cover Sheet with your original ("wet") signature. **You are responsible for ensuring that delivery is effective. Any errors or misspellings of the clerk's email address shall not be cause for extending the deadline.**	

Please Note: County staff is **not authorized** to grant any exceptions, including any extension of the deadlines or alterations of the fees, to the requirements for the Appeal Packet as set forth in Napa County Code Chapter 2.88. It is your responsibility to ensure that you have complied with all requirements and that the Clerk of the Board's office receives your Appeal Packet, supporting documentation, and evidence of payment prior to the 2 p.m. deadline. County staff cannot provide advice or legal assistance with this or any other appeal process.

Water Audit California
952 School St # 316
Napa CA 94559-2826

0156

DATE: 4/30/2590-4187
1211PAY TO THE
ORDER OFNapa County\$ 2000⁰⁰/₁₀₀Two Thousand

DOLLARS



Bank of Marin
1715 Second Street
Napa, CA 94559

Memo

SuttonTwo Thousand

⑆121141877⑆ 25798400⑈

0156

RECEIPT		DATE <u>4/30/2025</u>	No. 415278
RECEIVED FROM <u>Water Audit California</u>		\$ <u>2,000 -</u>	
<u>Two thousand and ⁰⁰/₁₀₀</u>		DOLLARS	
<input type="radio"/> FOR RENT <input checked="" type="radio"/> FOR <u>apparel packet - Davis Sutton</u> <u>Castello di Amorosa, 819-00459-MOP</u>			
ACCOUNT		<input type="radio"/> CASH	FROM <u>Davis Sutton</u> BY <u>[Signature]</u>
PAYMENT	<u>No 0156</u>	<input checked="" type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	



WATER AUDIT CALIFORNIA

A PUBLIC BENEFIT CORPORATION

952 SCHOOL STREET #316 NAPA CA 94559

VOICE: (707) 681-5111

EMAIL: GENERAL@WATERAUDITCA.ORG

April 30, 2025

Napa County Board of Supervisors
1195 Third Street, Ste. 310
Napa, CA 94559

APPEAL PACKET - ADDITIONAL SHEETS (Appellant Water Audit California)

Appealing the April 2, 2025, decision of the Napa County Planning Commission to adopt the DARIO SATTUI / CASTELLO DI AMOROSA USE PERMIT MAJOR MODIFICATION APPLICATION #P19-00459-MOD

Appellant Name and Contact Information:

Water Audit California
952 School Street, PMB 316
Napa, California 94559
legal@waterauditca.org
530-575-5335

Water Audit California ("Water Audit") appeals the April 2, 2025, decision of the Napa County Planning Commission's approval of the DARIO SATTUI / CASTELLO DI AMOROSA USE PERMIT MAJOR MODIFICATION APPLICATION #P19-00459-MOD, captioned above (collectively the "Application").

Water Audit appeals on its own behalf, on behalf of the general public and in the public interest. Water Audit has standing to appeal based on the submission of comment for the April 2, 2025 hearing. (see Napa County Code sec. 2.88.010 (G).)

A. Introduction.

Water Audit is a public benefit organization dedicated to advocating for the public trust and other public interests. Our concerns regarding this matter are greater than the subject decision alone.

As submitted in public comment, it is asserted by the staff that there is no need to comply with CEQA. This requires that one accepts the remarkable assertion that the increase in visitation of over 500,000 visitors a year does not constitute a change in use, a proposition that prima facie is absurd.

Nevertheless, for the sake of discussion only, let us assume that to be true. Staff improperly conflates its CEQA determination with its duty to do a public trust review. Those are two separate duties. While it will argued that the staff did not perform its CEQA analysis properly, there can be no argument that serious potential undisclosed and undiscussed public trust injuries are occurring and will continue to occur because of this project.

In addition to substantial procedural concerns, Water Audit's principal objection to this Application is to the failure to consider, either initially or now, the impact of this project on the public trust interests by depletion of "significant" Nash Creek by two wells located less than 100 feet from the watercourse. The documented "Reported or Apparent Code Violations" (April 2, Planning Commission Hearing Attachment ("Attachment") I, page 267) includes continuing use, fire and building violations, but does not include review or of the seven-fold increase of water consumption by visitors and employees since the initial approval.

Water Audit objected to the numerous deficiencies in the Application, and during public comment, recommended that the Planning Commission continue the matter to allow for further briefing, or remedy of the existing permit violations choose Option 3 - Deny Applicant's Proposal - Return to Levels in the Permitted Entitlements AND regarding the additional expansion beyond existing conditions.

In the face of those objections, the Planning Commission approved the DARIO SATTUI / CASTELLO DI AMOROSA USE PERMIT MAJOR MODIFICATION APPLICATION #P19-00459-MOD.

B. Grounds for Appeal.

1. This Application does not conform to the prime precondition of the Code Compliance Program.

While nominally a winery, the Castello di Amorosa is primarily marketed as a wine serving tourist destination. It is seeking to add 11,700 square feet of hospitality accommodations and to authorize six times as many employees and more than 400,000 additional visitors a year beyond the existing entitlements. The Applicant has operated out of compliance for at least a decade. (NOTE: Because this matter has been pending for more than six years, the certification of visitation, etc., is now seriously dated, and likely inaccurate.)

Napa County Code Compliance Resolution 2018-164 (herein "Code Compliance Program") was intended to allow parties to remediate their operations, **on one condition:**

Pursuant to Board of Supervisor Resolution 2018-164 Section 1 (a)(v), the County requires the Applicant to discontinue the unlawful activity that is in violation of the code/use permit and maintain compliance within their existing legal entitlements for one year from the date of the initial Notice of Violation prior to approving their use permit modification. In addition, Napa County Code Section 18.124.120(C) enables the County (at a Planning Commission hearing) to consider suspension or revocation of a use permit in its entirety if "the use for which the use permit was granted is being, or has been, exercised contrary to the terms or conditions of such approval." **The suspension penalty for the existing use permit could be implemented at the time the individual applies for a use permit modification, as well as the imposition of an administrative penalty.** Note that due process is required for any suspension or revocation of the permit. (Emphasis added.) (<https://www.countyofnapa.org/3790/Frequently-Asked-Questions>)

To reiterate once again, the County Code Compliance Program requires baseline operations to be monitored for one year. **Owners may submit a Use Permit or Modification Application to remedy violation(s) during the one-year period while they operate within their legal entitlements, but only if they agree in writing that**

their legal entitlements or their existing legal operations, whichever is lower, shall be used as the environmental baseline for all CEQA analysis related to the Application. There is no known document between Applicant and County on the record agreeing to ANY legal entitlements after 1988, and therefore that original determination is the last lawful entitlement. (<https://napa.legistar.com/LegislationDetail.aspx?ID=7253887&GUID=FEFBA2C4-E8B2-47D2-B51A-B37562AE1022&Options=&Search=>)

There is no indication that the Applicant has at any time complied with its existing entitlements. In fact, the record shows an indifference to such limitations. "Staff cannot authorize at this time any increases in entitlements beyond what is listed above nor recognize these activities without the processing of an amendment to the use permit." (Attachment C, page 66) Staff has also written: "The original entitlements, specifically the public visitation, is permitted to continue to occur as approved. All expansion of those entitlements (the existing operational levels requested to be recognized with this permit) are subject to the requirements of the Winery Definition ordinance."

Water Audit acknowledges that not infrequently the Planning Commission and Board of Supervisors choose to ignore this probation provision. On behalf of those who have been compelled to comply with the law, Water Audit respectfully submits that this should not be one of those occasions. The law must be applied

Not all of the Applicant's code compliance violations are encompassed in the Code Compliance Program. A second and new violation notice was issued on June 9, 2023, long after the program had sunset, which reiterated the previous violations and added new offenses to the list. These included violation of the clear injunction from County staff: "You are hereby ordered to immediately cease all hospitality occupancy in areas that are not designated for such occupancy, including all tours in areas not designated for such use." The violations are reported to have continued.

Let us face the truth squarely: the Applicant is a scofflaw. Should it be rewarded by an exemption from a requirement that others have been forced to meet? Or will the law be applied equally?

2. There is no Water Feasibility Study for the project, therefore the Application is incomplete.

In January 2005, revised in 2018, PBES published a Memorandum "To all interested parties" that stated in part:

A public water system is required if the project includes either (1) a combined number of users (visitors, employees, residents) greater than 24 daily for at least 60 days of the year, or (2) the total number of employees and residents is greater than 24 daily for 6 months or more of the year. If either threshold is met, the water system will be regulated...

If your project will be regulated as a small public water system, a water system feasibility report will be required as a completeness item at the time a Use Permit Application is submitted. This report ensures that the proposed project can satisfy the technical, managerial and financial requirements set forth by the Water Board and must include the information listed on the attached worksheet. **There is a possibility that existing wells may not meet the construction requirements for a regulated water system. If the source does not meet the requirements, a new water supply will have to be developed, which must be reflected in the feasibility report...**

In addition to the local requirements, the Water Board requires a water system to also submit a preliminary technical report demonstrating the water system is viable and ensuring the water system has evaluated whether consolidating with another water system is possible. The County must receive concurrence from the Water Board before any related building permits can be issued.

See also *Water System Information for Use Permits* (<https://www.countyofnapa.org/DocumentCenter/View/10959/Water-System-Information-for-Use-Permits-2025?bidId=>)

It is facially evident that there is no Water System Feasibility report associated with this Application, so prima facie the Application is incomplete. Water Audit has been unable, with diligent search, to find a previous iteration.

The Applicant's water system was initially licensed by SWRCB as a public water system with 75 non-transient and 750 transient persons. Because of a substantial change in demand, it is now significantly out of compliance. The overtaxing of the potable water and wastewater systems is reflected in the reoccurring violations of

drinking water standards discussed below. Since the original entitlement was granted, visitation has increased from 26,000 to 427,000, and the number of employees from 15 to 25 increased from 110 to 150.

The Application states:

The winery currently offers tours and tastings without food and tours and tastings with food to a maximum number of 1,000 visitors per weekday Monday through Friday, 3,500 visitors on the busiest Saturdays, and 2,000 visitors on Sundays. The busiest Saturdays occur throughout the year and often when there is a three-day holiday weekend (e.g. Labor Day Weekend). This results in a weekly maximum of 10,500 visitors to the winery.

Wine & Food pairing "Luncheons" for parties of up to 160 guests are offered 38 times a year. The winery's current marketing plan also includes 54 cellar dinners per year for groups of up to 300 guests, 10 club events per year for groups of up to 400 guests, and one club dinner per year for up to 900 guests, with additional staff for each event type of up to 15, 11, and 45, respectively.

The Conditions of Approval refer to an amended public water system permit, but it is not part of this record, and its issue is not a precondition herein. **It is respectfully submitted that matters of public safety and compliance must be made an enforceable condition of approval.**

An anticipated interface between wastewater ponds and the groundwater recharge was noted in the 1988 Application. (Attachment C, page 9) The attached excerpts of public record shows Drinking Water violations for "coliform bacteria (TCR)" in 2007 (twice); 2008; 2014; 2015; 2019; and 2020. There are several bacteria in the group that are referred to as "coliform." The word coliform derives from the word "colon," since coliform bacteria are commonly found in the colons of humans and animals. The Total Coliform Rule (TCR) is a National Primary Drinking Water Regulation established to protect public health by ensuring the integrity of drinking water distribution systems and monitoring for microbial contamination, specifically total coliform bacteria.

Red and white wines have demonstrated antimicrobial activity under various experimental conditions against pathogenic food bacteria. While the high alcohol content of wine is not conducive to bacterial growth, that is not the case with the "potable" water distributed to visitors. The World Health Organization noted in 2006

that *E. coli* is rarely found in water that is not polluted by feces. Therefore, the presence of *E. coli* is a sign that a water supply may be contaminated by fecal matter. Even if the specific coliform bacteria are not harmful, their presence in a well is an important indicator of contamination. The other bacteria or pathogens introduced by fecal contamination could well be very damaging or even fatal.

Consider what that revelation would mean to the customer satisfaction to millions of visitors over the years to Castello di Amoroso who drank the substandard water.

The Applicant has shown itself otherwise indifferent to public safety. Two years ago, in June 2023, County staff wrote:

A February 20, 2019, a notice identified concerns regarding assembly uses, such as tasting and hospitality, occurring in several areas of the winery that were designated for storage on the original approved plans. A site visit was recently conducted on May 25, 2023, staff observed continued occupancy of areas behind the tasting room, tours being conducted in storage areas, and expanded outdoor tasting in a manner that impedes the exit ways to the crush pad. Staff has grave concerns that in the event of an earthquake or fire, visitors would have difficulty navigating themselves to exits that lead them safely outside the building. Our department encourages voluntary compliance, and you are being given the opportunity to correct the violation identified in this notice before further enforcement action is taken.

There is no evidence that this work, identified over six years ago as critical to public safety, has even yet been done. Nor has the Applicant sited, tested and proved groundwater extraction that does not cause depletion of Nash Creek or flows into the Napa River. In short, the Application is indifferent to the public.

3. The Application does not address public trust concerns.

Napa County Well Permit Standards and WAA Requirements – (January 2024) states in part:

Any project which is using groundwater from a well within 1,500 feet of a Significant Stream must complete a Tier 3 or an equivalent analysis regardless of whether more water is being withdrawn from the project well or if there is no net increase or a reduction in water extraction because the County's duties under the Doctrine are ongoing.(Footnote omitted) An

adequate Tier 3 or an equivalent analysis will allow County to discharge its duty and review a legally defensible project.

(<https://www.countyofnapa.org/DocumentCenter/View/25905/Well-Permit-Standards-and-WAA-Requirements--January-10-2024?bidId=>)

The public trust is evergreen; every new day of injury or violation creates a new cause of action. “Public rights cannot be lost nor the public trust as to their administration and exercise be destroyed either by adverse possession or by laches or other negligence on the part of the agents of the state or municipality who may from time to time be invested with the duty of their protection and administration.” (*San Diego v. Cuyamaca Water Co.*, (1930) 209 Cal. 105, 109.) Public agencies have a ministerial duty to consider the public trust interest, and mitigate harm when feasible, when making its daily decisions to divert water, by the operations and/or permitting of well extractions that impact the Napa River. (See *Envtl. Law Found. v. State Water Res. Control Bd.* (“*Envtl. Law Found.*”) (2018) 26 Cal.App.5th 844, 852.)

Once an appropriation is approved, “the public trust imposes a duty of continuing supervision over the taking and use of the appropriated water.” (*Nat’l Audubon Soc’y v. Superior Court* (“*Audubon*”) (1983) 33 Cal.3d 419, 424.) A public agency is “not confined by past allocation decisions that may be incorrect in light of current knowledge or inconsistent with current needs [and] accordingly has the power to reconsider allocation decisions even though those decisions were made after due consideration of their effect on the public trust.” (*Audubon*, *supra*, 33 Cal.3d 419, 424; see also *Cal. Trout v. State Water Res. Control Bd.* (1989) 207 Cal.App.3d 585, 629, stating that “the rule in section 5946 pertains to a public trust interest no private right in derogation of that rule can be founded upon the running of a statute of limitations, for the same reasons that one may not acquire an interest in public lands by means of adverse possession.”.)

[T]he determinative fact is the impact of the activity on the public trust resource. If the public trust doctrine applies to constrain flows which destroy navigation and other public trust uses in navigable waters, it should equally apply to constrain the extraction of water that destroys navigation and other public interests. Both actions result in the

same damage to the public trust. The distinction between diversion and extraction is, therefore, irrelevant. The analysis begins and ends with whether the challenged activity harms a navigable waterway and thereby violates the public trust. (*Env'tl. Law Found.*, supra, 26 Cal.App.5th 844.)

Tributaries to navigable waterways are also subject to the public trust doctrine. For example, see Fish and Game Code section 711.7. (a) which states in part "The fish and wildlife resources are held in trust for the people of the state ..."

While acknowledging the proximity of the watercourse by proposing to relocate one of two existing wells, the Applicant and staff wholly ignore the second well. Further, neither well is located with sufficient certainty in the Application to determine potential interference with public trust interests or wastewater concerns. Once the wells are relocated, and their depth and composition known, it will be possible to determine with scientific certainty what injury will befall Nash Creek. At that juncture, and no sooner, will the trustee (County) be able to determine whether the (perhaps mitigated) injury is tolerable or not.

Well #1, the project well, was constructed in 1987 under Napa County permit 18894. It is located immediately adjacent to the winery building and **approximately 75 feet from Nash Creek**. It has a 51-foot-deep concrete seal, an eight-inch diameter PVC casing with the perforations beginning at 145 feet below ground surface elevation and was completed to a depth of 245 feet below ground surface elevation. The ground surface elevation at the location of Well #1 is approximately 486 feet (NAVD88 vertical datum).

Well #2 was constructed in 2004 under Napa County permit 96-12662. Well #2 is located approximately 150 feet southeast of Well #1 and **approximately 100 feet away from Nash Creek**. Well #2 has a 60-foot-deep concrete seal, an eight-inch diameter PVC casing with the perforations beginning at 120 feet below ground surface elevation and was completed to a depth of 560 feet below ground surface elevation. The ground surface elevation at the location of Well #2 is approximately 475 feet (NAVD88 vertical datum). (Emphasis added)

Water Audit challenges the reported location of both wells. Images of Well 2, for example, show a well pumped immediately adjacent to the bank of Nash Creek. The Application does not precisely locate either well or do more than speculate regarding the location of a replacement well. The Applicant avows that the location of the wells has been confirmed by survey, but the survey is not part of the subject application.

The Applicant and staff assert that there is no need for a Tier 3 review of interference with Nash Creek on the basis that there is no increase of wine production sought, and therefore no change with environmental consequences since the initial approval. The assertion is disingenuous, as a comparison of water use reveals. In 1988 the County authorized 26,000 visitors, and from 15 to 25 employees. The 2019 Application is for over 427,000 visitors and from 110 to 150 employees. Using the standard Napa consumption values, the anticipated increase in water consumption by these two changes alone is approximately 1.4 million gallons, or approximately 4.3 acre-feet. Water Audit must again note that 2019, the year of certified numbers for this Application, is now six years in the past.

It appears that the Applicant is not being entirely candid regarding the watering of its grapevines. It is asserted in the Application that agricultural irrigation is provided by an authorization for direct diversion into storage. "The average annual vineyard irrigation demand is approximately 11.2 acre-feet/year and is not included in Table 1 because the demand can be supplied by the 20 acre-feet/year available from the surface water reservoir." (Water Availability Analysis)

The SWRCB eWRIMS system reports an authorization for diversion of 69 acre-feet for Permit 20603. However, SWRCB reports show NO DIVERSION under the permit for many years. As the Applicant does not avow that it is dry farming, either the Applicant is filing inaccurate diversion reports to the SWRCB, or it is using groundwater to water its vines and making inaccurate statements herein. Notation on certain of the SWRCB reports make note of using groundwater supply in lieu of surface water diversion. The latter is no longer a predictable source, as upstream vineyards drain the watercourse before reaching the Applicant.

There should not be a question of the source and volume of beneficial uses of any type, because it is the obligation of the Applicant to maintain diversion and pumping records. They are not yet a part of the record and if they exist, should be presented and examined. If they do not exist, then any consumption, diversion or extraction data submitted by the Applicant must be treated with deep suspicion. Attorney Response Agenda Attachment "15. Item 7A- Letter Response" Water Audit has produced true and correct copies of reports made by the Applicant to the State. In response the Applicant has produced a spreadsheet of unknown authorship, and dubious, self-serving data, unsupported by empirical monitoring. The question thus becomes "Is the Applicant lying to the State, or lying in this Application?"

The same inquiry must be made regarding the unsupported assertion by Applicant's counsel that **Nash Creek and the aquifer are two completely different things. Nash Creek itself is dry ten months out of the year. Sometimes eleven months out of the year.** First, counsel has no professional qualification to state that the creek and aquifer are "two completely different things." This expert assertion could not survive two minutes of cross-examination. What does counsel know of such things?

In any event, whether by diversion or extraction, all water is subject to public trust review and review pursuant to the reasonable use provisions of Article X, section 2 of the California Constitution. That does not encompass mitigatable injury to the public trust. The permit issued by SWRCB states in part:

12. Pursuant to California Water Code Sections 100 and 275, and the common law public trust doctrine, all rights and privileges under this permit and under any license issued pursuant thereto, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of the State Water Resources Control Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

4. A finding that CEQA is inapplicable does not satisfy County public trust duties.

Staff engaged in a convoluted analysis to conclude that all the building and development being ratified by this Application are CEQA exempt for one reason or another. The concept is baffling but fortunately need not be addressed in the mere thirty

minutes allotted to Water Audit. This is not to say the analysis is not nonsense - which it is, and that objection is preserved for appeal – but rather that a second objection is easier to present.

In *San Francisco Baykeeper, Inc. v. State Lands Com.*, 242 Cal. App. 4th 202, the Court held that CEQA compliance does not necessarily satisfy public trust obligations, and that the record must affirmatively demonstrate that the public trust doctrine was considered. CEQA review alone is insufficient if public trust duties are not **adequately** considered in the process. Brushing the issue aside cannot be considered “adequate.” While a CEQA review can be incorporated into a public trust analysis, it does not automatically fulfill the agency’s obligations under the public trust doctrine. The adequacy of the CEQA review in addressing public trust duties depends on the specific circumstances and the evidence in the record. In this matter the assessment is simple: no public trust review has been conducted on the basis that no CEQA review is required. That conclusion is in error.

“Napa County has determined that a WAA must be provided to complete the permit Application documents, and that the WAA must comply with the most current policy documents published in January 2024, to fulfill Napa County’s duties to protect the public trust as it relates to surface water and groundwater.” (Water Availability Analysis) Napa County makes no distinction between new and existing uses in its requirement for review of the surface water / groundwater interface.

To comply with longstanding California Supreme Court and Court of Appeal holdings, Napa County has determined that projects extracting water from wells within 1,500 feet of defined Significant Streams must submit a Tier 3 or equivalent analysis for the County to discharge its legal duties under public trust doctrine, whether the proposed project is proposing to extract more or less groundwater or remain at status quo (e.g., no net increase). Although there is no single method to evaluate impacts to the Napa River, County’s groundwater consultants, Luhdorff & Scalmanini Consulting Engineers (LSCE), have determined that complying with the Tier 3 analysis from the County’s 2015 Water Availability Analysis Guidance Document (the 2015 WAA Guidance Document) satisfies its legal obligations. Therefore, **PBES cannot find**

Applications which use a project well within 1,500 feet of a Significant Stream complete unless accompanied by a Tier 3 analysis or an equivalent analysis.

(Napa County Counsel Memorandum: *Application of Public Trust Doctrine to Projects Dependent on Groundwater*, January 2024.) (Emphasis added).

The Applicant does not offer proof that its wells will not interfere with public trust waters. It cannot do so with any degree of integrity, because it does not wish to commit to any new well locations, or more tellingly, commit to any manner of extraction that will not dry Nash Creek. The best that is inferred from the proposal to relocate the well is that *some* improvement in impairment *may* be made. Whether this will be adequate or not cannot be determined by this Application, Planning decisions should be based on more than faith alone.

The exact location of the replacement project well has not been determined due to unknown factors related to this use permit modification's review process and the suitability of subsurface conditions in the potential drilling locations. Rather than propose a singular location, Bartelt Engineering, in coordination with the Applicant, has identified a general area of the property for the replacement project well that could potentially reduce its impact on Nash Creek and maintain a 500-foot horizontal separation from all surrounding wells. At minimum, the replacement project well will be installed 130 feet from Nash Creek. At maximum, the replacement project well will be installed 700 feet from Nash Creek. (Water Availability Analysis)

The review of existing extractions was incomplete in the data placed before the Planning Commission:

EDR SATTUI 020-390-012 1986 Well - PBES-PMT - 12_29_1986 - 020-390-012-000 - -ENVIRONMENTAL-WELL-1986

EDR SATTUI 020-390-012 1985 Well "Water source is spring in creekbed-intake line about 18 feet below sand bed"- PBES-NOTES - 9_25_1985 - 020-390-012-000 - ST MICHAELS WINERY-ENVIRONMENTAL-WELL-1985

EDR SATTUI 020-390-012 1987 COR - PBES-COR - 6_16_1987 - 020-390-012-000 - -ENVIRONMENTAL-WELL-1987

EDR SATTUI 020-390-012 1987 WCR 018894 - PBES-WL - 9_14_1987 - 020-390-012-000 - 210175-ENVIRONMENTAL-WELL-1987

EDR SATTUI 020-390-012 1999 Well EAS water service - PBES-EAS - 11_1_1999 - 020-390-012-000 - -ENVIRONMENTAL-WELL-1999.pdf

EDR SATTUI 020-390-012 2004 WCR 96-12662 - PBES-WL - 1_6_2005 - 020-390-012-000 - 0900847-ENVIRONMENTAL-WELL-2005

EDR SATTUI 020-390-012 2004 Well 96-12662 - PBES-PMT - 5_10_2004 - 020-390-012-000 - -ENVIRONMENTAL-WELL-1996

EDR SATTUI 2015 very minor use plans wastewater - PBES-PLNS-A - 10_6_2015 - 020-230-001-000 - -PLANNING--.pdf

EDR UP 278485 1988 Approval PBES-STR - 1_6_1988 - 020-390-012-000 - BOSC, ANDRE-PLANNING-USE-1988.pdf

EDR UP 278485 1988 FINAL Supp to FEIR-023 Jan6 Hearing PBES-STR - 1_6_1988 - 020-230-001-000 - -PLANNING-USE-1988.pdf

5. Miscellaneous inadequacies revealed by reference to the Checklist.

- The Application omits "Adjoining Property Owner List".
- Winery Operations worksheet misstates the legally authorized visitation
- No Application stamped with date received.
- No staff initials/signature or permit number.
- No Water System Feasibility Report for the "amended" Public Water System per COA 6.15.b.
- The Application omits a Traffic Study for Caltrans review as stated in the "Traffic Information Sheet Addendum" at packet pdf page 172.
- The Water Availability Analysis omits existing employee/visitation/marketing calculations, and contains no Well Completion Reports, **no metering data and no pumping data.**
- No Completed Business Activities form.
- No Federal Report of Wine Premises Operations TTB Form 5120.17.
- No current license from the California Department of Alcoholic Beverage Control.
- No copy of the State of California of Food and Agriculture Grape Crush Workbook, showing all sources and amounts of grapes/juice and/or bulk use.
- No Information for all custom crush clients who utilize your winery for their

production.

- No Public Works Groundwater Memorandum.
- Misstatement of SWRCB diversion authorization and use of diverted water.
- No Public Works joint implementation.
- No acre feet limitation.
- No Groundwater Wells Management Demand Program.
- No Public Works Department review of the Application for completeness and reasonability to determine groundwater availability to meet CEQA obligations.
 (<https://www.countyofnapa.org/DocumentCenter/View/1056/Water-Availability-Analysis-Adopted-Policy-May-12-2015-PDF>, at page 6)
- There is no conforming pumping test for either well in the packet, and no public water system feasibility study with increased employee/visitation/marketing technical worksheet to determine pumping test for project well. There is no backup well because the Well #2 is impermissibly close to Nash Creek.
- There is no CDFW review, determination or mitigation language for the tree removal and Best Management Practices for the associated ground disturbing activities, including the construction of a new well or wells. There is no obligation to obtain a Lake and Streamed Alteration Agreement mitigation for the work on the levee. The County has exceeded its authority in determining wildlife mitigation. There are no Responsible Agency, Responsible Party, or Timing.
- The well drilling permit was issued March 21, 2023, and therefore has expired and must be reissued.
- The Photographic Site Plan at packet pdf page 289 omits Well #1 and Well #2.
- No distances from the well locations to Nash Creek.
- No Water Utility Lines to Residence parcel.
- No site of "spring in creekbed." See 1985 Report of Investigation identifying water source from spring in creek bed.
- No Process Wastewater Utility line from treatment to vineyards. How and where does the recycled water cross Nash Creek?
- No "28.7" vineyard block acreage identified.
- Drawings do not conform to County standards. (See Sample-Site-Plan-Revised 2024-PDF_202411191159440278 <https://www.countyofnapa.org/DocumentCenter/View/20486/Sample-Site-Plan-.pd>)
- Site Plans omit distances from the wells or septic field to Nash Creek.
- At packet pdf page 293 EXISTING CONDITIONS WEST "Remove all manmade features from dam levee." Historically the levee crest has been graded and used for parked cars inside the creek setback. The Graphics

Existing Conditions photo appears to have been modified to eliminate parked cars. The bridge that crosses Nash Creek is 9.5 feet wide.

- CDFW has not reviewed the project or made a determination.
- CAO 4.2.A.7 shows the maximum number of visitors per year 427,541
- The Applicant has represented a substantially greater water use demand. See planning packet page 189 where (anticipated or current?) visitors are represented to be 546,000, with another 22,065 attending events.
- Staff has represented that there was an earlier EIR approved in 1988 (see agenda packet pages 16 and 18) but despite diligent search Water Audit has been unable to locate the document. It is represented to be available, and should be attached to the planning application given extensive references (twice in the staff report, (pages 16 and 18), in the status determination letter, (page 131) and the Use Permit Application (page 160)) and reliance on the earlier document in this Application. CEQA does not show an EIR. (See attached.)

C. Standard for Review.

If initial study demonstrates that a project may have significant environmental impact, a mitigated negative declaration may be appropriate – however, **only when revisions to a project will avoid or mitigate the significant environmental impacts, as identified in the initial study, “to a point where clearly no significant effect on the environment would occur, and...there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.”** (emphasis added) (Public Resources Code, §§ 21064.5 and 21080(c)(2); *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 331.) “May” in this context means a reasonable possibility of a significant effect on the environment. (Pub. Resources Code, §§ 21082.2(a), 21100, 21151(a); *Pocket Protectors*, supra, 124 Cal.App.4th 903, 927; *League for Protection of Oakland’s etc. Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896, 904–905.)

The “fair argument” standard requires an EIR if any substantial evidence in the record suggests that a project may have adverse environmental impacts; even under circumstances where opposing evidence is offered that supports an agency’s decision. (CEQA Guidelines, § 15064(f)(1); *Pocket Protectors*, supra, 124 Cal.App.4th 903, 931; *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-15; *Quail Botanical Gardens Found., Inc. v. City of Encinitas*

(1994) 29 Cal.App.4th 1597, 1602.) Rather than issuing negative declarations or notices of CEQA exemption, the “fair argument” standard is a “low threshold” that encourages environmental review through an EIR (*Pocket Protectors*, supra, 124 Cal.App.4th at 928.) It is opposite of the deference generally provided to agencies.

In describing the scope of judicial review of an agency’s application of the fair argument standard, the Supreme Court has stated:

“If there [is] substantial evidence that the proposed project might have a significant environmental impact, evidence to the contrary is not sufficient to support a decision to dispense with preparation of an EIR and adopt a negative declaration, because it [can] be “fairly argued” that the project might have a significant environmental impact. Stated another way, if the [reviewing] court perceives substantial evidence that the project might have such an impact, but the agency failed to secure preparation of the required EIR, the agency’s action is to be set aside because the agency abused its discretion by failing to proceed “in a manner required by law.” ” (Citation omitted.) **“The fair argument standard thus creates a low threshold for requiring an EIR, reflecting the legislative preference for resolving doubts in favor of environmental review. [Citation.]”** (*Save the Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 675-7 (Emphasis added).)

“[I]t is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency’s determination. Review is *de novo*, with a preference for resolving doubts in favor of environmental review.” (*Pocket Protectors*, supra, 124 Cal.App.4th 903, 928 [emphasis in original].)

The California Supreme Court found that “[i]f no EIR has been prepared for a nonexempt project, but substantial evidence in the record supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR.” (*Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 319-320, citing, *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 88; *Brentwood Assn. for No Drilling, Inc. v. City of Los Angeles* (1982) 134 Cal.App.3d 491, 504–505.) “The ‘foremost principle’ in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.” (*Communities for a Better Environment v. Calif. Resources Agency* (2002) 103 Cal.App.4th 98, 109 [“CBE v. CRA”].)

An EIR is essential to CEQA. (*Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1214; *Pocket Protectors*, supra, 124 Cal.App.4th 903, 927.) An EIR provides accountability that "demonstrate[s] to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action." (*Laurel Heights Improvements Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 392.)

An EIR is required if "there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment." (Pub. Resources Code, § 21080(d); see also *Pocket Protectors*, supra, 124 Cal.App.4th 903, 927.) In few conditions, an agency may issue a negative declaration and avoid an EIR (see 14 Cal. Code Regs., § 15371 ["CEQA Guidelines"]), but only under the circumstances where there is not a "fair argument" that the project will have a significant environmental effect. (Pub. Resources Code, §§ 21100, 21064.)

As a matter of law, "substantial evidence includes . . . expert opinion." (Pub. Resources Code, § 21080(e)(1); CEQA Guidelines, § 15064(f)(5).) When "experts" present conflicted evidence on the potential of environmental impacts, an agency must consider impacts (i.e. effects) as significant and prepare an EIR. (CEQA Guidelines § 15064(f)(5); Pub. Res. Code, § 21080(e)(1); *Pocket Protectors*, supra, 124 Cal.App.4th 903, 935.) "Significant environmental effect" is defined as "a substantial or potentially substantial adverse change in the environment." (Pub. Resources Code, § 21068; see also CEQA Guidelines, § 15382.) Effects do not necessarily need to reach a threshold of "momentous" to qualify as CEQA "significant", as the criterion is that the effects are "not trivial." (*No Oil, Inc.*, 13 Cal.3d at 83.)

"[N]either the lead agency nor a court may 'weigh' conflicting substantial evidence to determine whether an EIR must be prepared in the first instance." (*Pocket Protectors*, supra, 124 Cal.App.4th 903, 935.) In the presence of a disagreement on the appropriateness of a negative declaration, the courts require an EIR. "It is the function of an EIR, not a negative declaration, to resolve conflicting claims, based on substantial evidence, as to the environmental effects of a project." (*Id.*)

Absent an accurate description of the baseline physical environment, a proper CEQA decision cannot be made. CEQA Guidelines section 15125(a) states, in pertinent part, that a lead agency's environmental review under CEQA:

...must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time [environmental analysis] is commenced, from both a local and regional perspective. This environmental setting will normally constitute the baseline physical conditions by which a Lead Agency determines whether an impact is significant.

(See *Save Our Peninsula Committee v. County of Monterey* (2001) 87 Cal.App.4th 99, 124-125[.])

D. The Public Trust.

The public trust fulfills the basic elements of a trust: intent, purpose, and subject matter. (*Estate of Gaines* (1940) 15 Cal.2d 255, 266.) It has beneficiaries, the people of the state, and trustees, the agencies of the state entrusted with public trust duties. Fish and wildlife form a critical part of the *res* of the public trust. In the limited circumstances of the alienation of components of the public trust into private hands, the private party becomes bound with trustee duties pursuant to Public Resources Code § 6009.1.

The essential idea of the public trust doctrine is that the government holds and protects certain natural resources in trust for the public benefit. (See *Illinois Central Railroad v. Illinois* (1892) 146 U.S. 387, 452, 456; *National Audubon Society v. Superior Court (Audubon)* (1983) 33 Cal.3d 419, 441; *Berkeley v. Superior Court* (1980) 26 Cal.3d 515, 521.)

Public trust theory has its roots in the Roman and common law (*United States v. 11.037 Acres of Land* (N.D. Cal. 1988) 685 F. Supp. 214, 215) and its principles underlie the entirety of the State of California. Upon its admission to the United States in 1850, California received the title to its tidelands, submerged lands, and lands underlying inland navigable waters as trustee for the benefit of the public. (*People v. California Fish Co. (California Fish)* (1913) 166 Cal. 576, 584; *Carstens v. California Coastal Com.* (1986) 182 Cal.App.3d 277, 288.) The People of California did not surrender their public trust rights; the state holds land in its sovereign capacity in trust for public purposes. (*California Fish*, *Ibid.*)

The courts have ruled that the public trust doctrine requires the state to administer, as a trustee, all public trust resources for current and future generations, specifically including the public trust in surface waters and the life that inhabits our watercourses. These trust duties preclude the state from alienating those resources into private ownership.

The beneficiaries of the public trust are the people of California, and it is to them that the trustee owes fiduciary duties. As Napa County is a legal subdivision of the state, it must deal with the trust property for the beneficiary's benefit. No trustee can properly act for only some of the beneficiaries – the trustee must represent them all, taking into account any differing interests of the beneficiaries, or the trustee cannot properly represent any of them. (*Bowles v. Superior Court* (1955) 44 C2d 574.) This principle is in accord with the equal protection provisions of the Fourteenth Amendment to the US Constitution.

An agency of the State **"may not approve of destructive activities without giving due regard to the preservation of those [public trust] resources."** (*Center for Biological Diversity, Inc. v. FPL Group, Inc. (Bio Diversity)* (2008) 166 Cal.App.4th 1349, 1370, fn. 19, 83 Cal.Rptr.3d 588.) [Emphasis added]

Agencies of the state must not engage in unlawful conduct. "It is a fundamental principle of our constitutional scheme that government, like the individual, is bound by the law." (*Alderman v. United States* (1968) 394 U.S. 165, 202.) When lawless conduct occurs, the Government may not profit from its fruits. (*Weeks v. United States*, (1914) 232 U.S. 383.) The County's duty is to obey the law, which among other things requires that it not harm public trust resources by its decisions and requires the state to use its best efforts for the long-term preservation of public trust resources for the public benefit. (*Audubon*, supra, 33 Cal.3d 419, 440-441; *Surfrider Foundation v. Martins Beach 1, LLC* (2017) 14 Cal.App.5th 238, 249-251; Public Resources Code, § 6009.1.)

Common law imposes public trust considerations upon the County's decisions and actions pertaining to trust assets. (*Bio Diversity*, supra, 166 Cal.App.4th 1349; *Environmental Law Foundation v. State Water Resources Control Board (ELF)* (Cal. Ct. App. 2018) 26 Cal.App.5th 844.) The courts have recognized the State's responsibility

to protect public trust uses whenever feasible. (See, e.g., *Audubon*, supra. 33 Cal.3d 419, 435; *California Trout, Inc. v. State Water Resources Control Bd.* (Cal. Trout I) (1989) 207 Cal.App.3d 585, 631; *California Trout, Inc. v. Superior Court* (Cal. Trout II) (1990) 218 Cal.App.3d 187, 289.) Napa County has an affirmative duty to administer the natural resources held by public trust solely in the interest of the people of California.

Napa County must manage its public trust resources so as to derive the maximum benefit for its citizenry. Article X of the California Constitution and the public trust doctrine hold that no water rights in California are truly "vested" in the traditional sense of property rights.

Regardless of the nature of the water right in question, no water user in the State "owns" any water. The owner of "legal title" to all water is the State in its capacity as a trustee for the benefit of the public. There can be no vested rights in water use that harm the public trust. A "water right" grants the holder only the right to use water, an "usufructuary right." All water rights are usufructuary only and confer no right of private ownership in the water or the watercourse, which belongs to the State. (*People v. Shirokow* (1980) 26 Cal.3d 301 at 307.)

Fish & Game Code, section 1600 provides:

The Legislature finds and declares that the protection and conservation of the fish and wildlife resources of this state are of utmost public interest. Fish and wildlife are the property of the people and provide a major contribution to the economy of the state, as well as providing a significant part of the people's food supply; therefore their conservation is a proper responsibility of the state.

The California Department of Fish & Wildlife (CDFW):

... is California's Trustee Agency for the State's fish, wildlife, and plant resources. CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitats necessary for biologically sustainable populations of those species. For the purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

<https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA>

E. Conclusion.

For the foregoing reasons, Water Audit California appeals the adoption of the above stated DARIO SATTUI / CASTELLO DI AMOROSA USE PERMIT MAJOR MODIFICATION APPLICATION #P19-00459-MOD, and prays that the application be rejected, and the Applicant directed to prepare and EIR if it wishes to proceed, or in the alternative, that the Conditions of Approval be amended or supplemented as above called forth.

Respectfully,



William McKinnon
General Counsel
Water Audit California



NAPA COUNTY

CONSERVATION — DEVELOPMENT AND PLANNING DEPARTMENT

JAMES H. HICKEY

Director

MEMORANDUM

1195 THIRD STREET, ROOM 210 • NAPA, CALIFORNIA 94559-3092
AREA CODE 707/253-4416

TO: Conservation, Development and Planning Commission

FROM: James O'Loughlin, Senior Planner *James O'Loughlin*
Environmental Protection Section

SUBJECT: Final Supplement to FEIR-023 (St. Michael Vineyard)
Hearing on January 6, 1988, Commission meeting

DATE: January 6, 1988

APPLICATION DATA:

APPLICANT: St. Michael Vineyard

REQUEST FOR: Review of Final Focused Environmental Impact Report
Supplement on St Michael Vineyard Use Permit Application
(#U-278485)

PROJECT
DESCRIPTION: 115,000 square foot winery with a production capacity of
250,000 gallons including public tours and tasting and
appurtenant waste disposal facilities on 108 acres
located on the west side of State Highway 29, 300 feet
south of Maple Lane within an AW (Agricultural Watershed)
zoning district. (APN #20-230-01 and 20-390-06)

FINDINGS:

SPECIAL INFORMATION:

At the November 18, 1987 Commission hearing on the FEIR Supplement, the Commission directed that the EIR be revised to include the following additional considerations:

- A. Alternate locations for aeration ponds;
- B. Alternate locations for percolation ponds;
- C. Impact of project on Tucker Acres well;
- D. Impact of project on groundwater quality;
- E. Alternative project locations including sites on other parcels.

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Memo to CDPC
January 6, 1988

Woodward-Clyde Consultants has submitted the December 11, 1987 attachment responding to issues raised at the November 18, 1987 Commission meeting.

The following correspondence has been received or sent since the November 18, 1987 Commission meeting. It should be noted that comments on the EIR contained in the November 17 and 21 letters were received after the close of the publicity noticed comment period.

November 17, 1987	Letter from Attorney, Richard Lemon
November 21, 1987	Letter from Walter J. Heitz to Conservation, Development and Planning Commission regarding impacts from noise, drainage, well and performance.
November 24, 1987	Applicant's letter from Department of Environmental Health to Woodward-Clyde Consultants regarding lack of use of Tucker Acres well.
December 16, 1987	Letter from law offices of James A. Henneffer (Mr. Bosc's Attorney) to Robert Westmeyer regarding time limits, CEQA alternatives and a November 19, 1987 letter from Conservation, Development and Planning Department to Woodward-Clyde Consultants.

RECOMMENDATION:

ENVIRONMENTAL:

- 1) That the Commission adopt the following findings:
 - a) The significant environmental issues raised during the public reviews and consultation process have been adequately addressed in the FEIR-023 (Supplement).
 - b) Comments received from the general public, or from State, local or responsible agencies, relating to the scope and content of the environmental information which are germane to responsible agencies' statutory responsibilities in connection with the proposed project have received responses.
 - c) Significant environmental points raised in the review and consultation process have been responded to in FEIR-023 (Supplement).
 - d) No unmitigated significant effects were identified in FEIR-023 (Supplement). Mitigation measures to reduce impact identified in the EIR to levels of non-significant are contained in Exhibit "B".

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- e) A listing of the possible adverse environmental effects identified in FEIR-023 (Supplement) are identified in Exhibit "A". In regard to each of those possible adverse environmental effects, the project has been revised in such a manner as to avoid those potentially adverse environmental effects.
- f) The Planning Director has certified that FEIR-023 (Supplement) is an objective and accurate document that has been completed in compliance with CEQA and the State Guidelines, and represents the independent judgement of the Planning Division of the Conservation, Development and Planning Department of the County of Napa. The FEIR-023 (Supplement) was presented to the Planning Commission on Wednesday, January 7, 1987.
- g) According to CEQA Guideline Section 15126(d), an EIR must describe a range of reasonable alternatives to the project, or to the location of the project, which could feasibly attain the basic objectives of the project and evaluate the comparative merits of the alternatives.

The EIR Supplement and December 11, 1987 response contains the required analysis of project alternative in sufficient detail to provide the decisionmakers with information to allow them to intelligently take account of environmental consequences.

The EIR Supplement and December 11, 1987 response meets the requirement of production of information sufficient to permit a reasonable choice of alternatives. The EIR analyzes the feasibility of alternatives and finding none of them feasible, provides measures to mitigate the potential impacts to an insignificant level.

- h) The process of defining and assessing project alternatives was conducted by the applicant over a period of several years. The alternatives considered can be broadly classified in terms of the following five categories (although they were not identified or assessed in this order):
 - . Alternative sites (i.e., where else might the applicant develop to attain his stated objectives?)
 - . Alternative project scales (i.e., how large a project should be developed?)
 - . Alternative development schedules (i.e., should the project be developed at once or in phases?)
 - . Alternative combinations of facilities (i.e., what other facilities might be developed in conjunction with the proposed vineyard and winery?)

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January 6, 1988

- . Alternative designs and site arrangements (i.e., how should the proposed project deal with water supply, wastewater disposal, and site arrangement?)

As described in pages 2-25 through 2-35 of the FEIR, and response to the Commission dated December 11, 1987 from Woodward-Clyde Consultants, this process led to the applicant's decision to pursue the proposed action (i.e., the St. Michael's Winery, as described in pages 2-1 to 2-25 of the FEIR. However, it also produced a considerable body of information concerning the technical, environmental, financial, and institutional feasibility of various other alternatives which were not pursued.

- 2) That the Commission certify that it has reviewed and considered the information in Final Supplement Environmental Impact Report FEIR-023, the December 11, 1987 response and comments from the general public, State, local or responsible agencies, before making a decision whether to approve or disapprove Use Permit #U-278485 and that said Final EIR demonstrates that the project as approved will not have significant adverse effects on the environment.

JO:PD2

MINUTES OF THE MEETING OF THE
CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION

COUNTY OF NAPA

November 18, 1987

8. Final Environmental Impact Report (St. Michael Vineyard) utilizing previous Environmental Impact Report #FEIR-023 and its supplement to evaluate the environmental effect of Use Permit Request #U-278485 of Andre Bosc for a 250,000 gallons per year winery with public tours and tasting located on 108 acres on the west side of State Highway 29 approximately 300 feet south of Maple Lane with an AW (Agricultural Watershed) District. (Assessor's Parcels #20-230-01 and 20-390-06).
PUBLIC HEARING OPENED

APPLICANTS ATTORNEY AGREED TO EXTENSION OF AB 884 AND CEQA PROCESSING DEADLINES THROUGH JANUARY 6, 1988.

COMMISSION DIRECTED THAT THE EIR BE REVISED TO INCLUDE THE FOLLOWING ADDITIONAL CONSIDERATIONS:

- A. ALTERNATIVE LOCATION OF AERATION PONDS;
- B. ALTERNATIVE LOCATION OF PERCOLATION PONDS;
- C. IMPACT ON TUCKER ACRES WELL;
- D. IMPACT ON GROUND WATER QUALITY;
- E. ALTERNATIVE SITE LOCATIONS INCLUDING SITES ON OTHER PARCELS.

CONTINUED TO JANUARY 6, 1988

RL-LMc-GK-ML-WN

9. Andre Bosc/St. Michael Vineyards - Use Permit Request (U#278485) Environmental Determination: Environmental Impact Report (EIR) required. Request: Approval to establish a 250,000 gallons per year winery with public tours and tasting and to construct related waste water ponds located on 108 acres on the west side of State Highway 29 approximately 300 feet south of Maple Lane within an AW (Agricultural Watershed) District. (Assessor's Parcel #20-230-01 and 20-390-06).
APPLICANT AGREED TO EXTEND THE AB 884 AND CEQA PROCESS DEADLINES.

CONTINUED TO JANUARY 6, 1988.

RL-LMc-GK-ML-WN

100 Third Avenue South
 Walnut Creek, CA 94596-0000
 415 945-3000

Woodward-Clyde Consultants

DEC 14 1987

December 11, 1987
 90174C/3000

Mr. James O'Loughlin, Sr. Planner
 Conservation - Development and Planning
 1195 Third Street, Room 210
 Napa, California 94559-3092

Dear Mr. O'Loughlin:

Enclosed is the addendum to the St. Michael's Vineyard FEIR Supplement requested in your letter of November 19, 1987. The addendum addresses each of the subject areas that were identified during the Conservation - Development and Planning Commission meeting of November 18, 1987, for which the Commission requested additional information.

The information has been compiled by Woodward-Clyde Consultants from information developed and supplied by Garretson, Elmendorf and Zinov (GEZ), consultants to GEZ, Andre Bosc (applicant), and attorneys to Andre Bosc.

Should you have further questions or require additional information please do not hesitate to call me at (415) 945-3574.

Very truly yours,


 Vance G. Bente

Encl

cc J. Elmendorf
 J. Hennefer

90174AD



90174ADN PRO-1

MEMORANDUM

To: Napa County, Conservation-Development and Planning Commission

Subject: St. Michael's Vineyard FEIR Supplement

Date: December 11, 1987

I. CONCERNS OF THE CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION

In response to testimony given at the November 18, 1987, meeting, the Conservation, Development and Planning Commission requested revision of the proposed Final Environmental Impact Report (FEIR) in the following four subject areas:

1. Provide more information on the impact of the project sewage disposal systems on the Tucker Acres well and address the Regional Water Quality Control Board (RWQCB) letter dated October 8, 1987.
2. Add consideration of alternate locations for aeration and percolation ponds both on-site and on adjacent or other parcels.
3. Provide additional discussion of potential impacts on groundwater from percolation ponds.
4. Consider locations other than the project site for the winery itself.

90174ADN PRO-2

II. RESPONSES TO COMMISSION CONCERNS

Responses, and background data pertinent to the subject areas described above, are presented below.

1a. Impacts of the Projects Sewage System on the Tucker Acres Water Company Well.

RESPONSE 1a. - Please reference response 1b.

1b. RWQCB letter of October 8, 1987. The RWQCB requested information regarding the two inactive wells located 350 feet southeast of the proposed evaporation/percolation ponds. Noting specific concerns regarding the Tucker Acres Water Company (TAWC) well, the RWQCB requests information regarding the following:

- TAWC's intention with regard to preserving the well as a drinking water well, and
- additional discussion of the potential adverse impact on the well resulting from the proposed percolation ponds, if it were used as a drinking water well.

A. **BACKGROUND.** On November 18, 1987, a letter was sent to P.N. Hess, Secretary, Tucker Acres Water Supply Company, to obtain specifics regarding the history, physical particulars, and future use of the well.

1. In a letter received December 7, 1987, Mr. Hess responds as follows. The subject well was the entire water source for the Tucker Acres subdivision (33 of 45 lots occupied) until 1975, when a new well was dug. The subject well was then put in reserve.

90174ADN PRO-3

2. The well is described by Mr. Hess as 128 deep (sic), fully cased with an 8-inch casing, and has a 5-hp submerged pump. Mr. Hess states that when last checked, the water level was 40 feet below the surface. Mr. Hess describes the water quality as meeting the state requirements, and states that it has a moderately high iron content. The well is further described as having a concrete seal and steel head. The present yield is unknown.

B. On November 19, 1987, a letter was sent to Mr. Ralph Hunter, Supervising Sanitarian, Napa County Department of Environmental Health, inquiring as to the history, use, inspection record, current condition, and status of the subject well.

1. In a letter dated November 24, 1987, Mr. Hunter responds as follows. The Department of Environmental Health (DEH) permits and inspects small water systems with between 5 and 199 connections. The DEH has no data pertaining to the physical characteristics of the well.
2. Based on the DEH files, the well has not been connected to the Tucker Acres water system for at least 12 years. Files are vague with respect to when last used, but indicate a turbidity problem.
3. The DEH has no record of an intent to reconnect the well, and states that it would require considerable work before reconnection would be allowed. There is no record of inspection for the well.
4. The DEH has no declaration of intention on file regarding the well, and would find it substandard. The DEH has requested the district sanitarian to contact TAWC to require destruction of the well after issuance of the proper permits.

90174ADN PRO-4

RESPONSE 1b. - The FEIR should be amended on Page 5-42 to delete the statement that the Tucker Acres Well is a reserve well, as stated by Mr. Hess in his letter of May 10, 1986 (Page 5-13). Also, the well should be identified as an abandoned well on Figure 3.4-3, Site Plan. The well in question is considered abandoned according to Department of Water Resources and Napa County Standards (Title V, Article 2, Section 5275, Napa County Code), because the owner has neither shown nor declared any intention to use the well again for supplying water or other approved purposes.

The subject TAWC well has been inactive for at least 12 years, and the owner has drilled a new well near the primary well, which is a considerable distance from the subject well. It is the County's intent to require destruction of the abandoned well after issuance of the proper permits.

The second of the two wells identified by the RWQCB is owned by the project applicant and has been sealed with a welded steel plate.

2a. Alternate locations for the aeration and percolation ponds on subject property.

RESPONSE 2a. - Paragraph 2.6.4.2 of the FEIR identifies the alternative sites considered for the aeration ponds and the evaporation and percolation ponds on Mr. Bosc's property. For easy reference, a copy of the site plan (Figure 3.4-3) is attached upon which we have designated the alternate areas considered as 1, 2, and 3.

Areas 1, 2, and 3 were all considered for location of the aeration ponds. Even though the ponds will be properly sealed on the bottom and sides, consideration of Area 1 was abandoned because of concern for any possible surface leakage of wastewater and the fact that it would be upgrade from the Robertson spring and the Heitz wells. Either Area 2 or 3 is considered an acceptable location for the ponds because the existing surface gradient is not in the direction of a nearby well or spring.

90174ADN PRO-5

The evaporation and percolation ponds were not considered for location in Area 1 for lack of adequate percolation. They were considered for location in Area 2 or 3, but Area 2 was ruled out because percolation could impact on the neighboring spring and/or wells, and the distance from the wells does not comply with RWQCB requirements. Area 3 is acceptable, as the ponds comply with RWQCB standards as to distance from any active well. The nearby Bosc and Tucker Subdivision wells are both abandoned.

The logical conclusion is to locate the aeration ponds in Area 2 and the evaporation and percolation ponds in Area 3, as shown in the FEIR.

All other possible locations on the property were not considered desirable or feasible for the following reasons or combination of reasons:

- Slope too steep
- Vineyard area
- Forested
- Ground percolation inadequate
- Proximity to Nash Creek
- Downhill gradient below ponds
- Cost of pumping uphill

The only adjacent or other properties owned by Andre Bosc in the vicinity are the property around the Villa, indicated as not a part of this application, and also to the west of the proposed site, high up on the mountain.

The property behind the Villa was considered as a potential site for the ponds, but was ruled out because the area is adjacent to and too close to Nash Creek, it is heavily forested, the groundwater percolation is poor, and there is a botanical garden in the area behind the Villa.

90174ADN PRO-6

The property high up on the west side was considered, but it is heavily forested, would have inadequate percolation (in rock), would have steep gradient below the pond area, and the piping and pumping costs would be excessive.

2b. Alternative locations for aeration and percolation ponds or winery on adjacent property above St. Michael's Villa.

RESPONSE 2b. - Andre F. Bosc owns an additional parcel of 65 acres, not considered in the EIR study, which is adjacent to the study area. This property is not accessible by roads. To locate the winery, or to locate the aeration and percolation ponds on this site, would require cutting in roads, with very steep banks, approaching 50 feet in height. It would require that substantial timber be cut for the roads, and even greater timber be cut if aeration and percolation ponds are to be located on this site. Because of the hilly nature of the terrain, and rocky soil, it is unlikely that there is sufficient flat surface area on the 54 acres to locate adequate aeration or percolation ponds.

2c. Additional discussion of alternate site owned by Andre F. Bosc for aeration and percolation ponds.

RESPONSE 2c. - Andre F. Bosc, in addition to the project area and the alternative site of 65 acres located above St. Michael's Villa, owns a 15-acre site adjacent to Highway 29 and astride Nash Creek on which the historic main Victorian residence, and the historic Nash House, as well as adjacent buildings, are located. This site is only 15 acres. Location of the percolation or aeration on this site would be impossible since too little usable flat area exists for such aeration or percolation ponds. Location of the ponds on this site would require moving or destruction of the historical botanical garden. It would also require the clearing of

90174ADN PRO-7

substantial timber in the Nash Creek area. The aeration and percolation ponds would create possible substantial new environmental impacts as a result of their close proximity to Nash Creek.

3. Additional discussion of potential impacts on groundwater from percolation ponds.

RESPONSE 3. - The effluent received by the proposed percolation ponds will be of a treatment level considered to be a secondary level. This level of treatment is considered acceptable to the Water Resources Control Board of California for this site and is also the level of treatment required by most wastewater treatment plants throughout the State of California. This effluent level is of much higher quality than that which is released into the typical leach field.

Once the effluent begins to percolate through the soils lens beneath the designated percolation ponds, additional removal of materials will occur and even higher water quality will be obtained. Generally speaking, a well located a distance of 100 feet from ponds of this type can be used for non-human consumptive use such as landscape irrigation and recreational uses. Usually potable water wells can be located at a distance of approximately 500 feet from such a source without detectable changes in water quality.

4. Consideration of locations other than the project site not owned by Andre F. Bosc for the winery.

RESPONSE 4. - Andre F. Bosc bought the St. Michael's Villa property in 1960, and has owned it for 27 years. At the time the property was purchased, Foothills Property with frontage on Highway 29, suitable for wineries, was selling for approximately \$1,500 per acre. Such property now often commands in excess of \$10,000 per acre, or six to eight times its

90174ADN PRO-8

price in 1960. Andre F. Bosc has spent over \$1.5 million in the planning and development of the winery site, vineyards to accompany the winery, and adjunct facilities. To require that Andre F. Bosc attempt to locate, and consider as an alternative site for his winery, locations other than the St. Michael's Villa site would be to require unreasonable and unfeasible alternatives deemed remote and speculative under CEQA.



NAPA COUNTY

TRENT CAVE, R.S.
Director of Environmental Health

November 24, 1987

Vance G. Bente
Woodward-Clyde Consultants
100 Pringle Ave., Suite 300
Walnut Creek, CA 94596-3564

Subject: Tucker Acres Water Company
Calistoga, CA.

Dear Mr. Bente:

This letter is in response to your letter of November 19, 1987 regarding the above water system. I shall attempt to answer each of the questions which you asked in that letter.

- 1) This office permits and inspects small water systems with between 5 and 199 connections. We often have information on the wells supplying these systems, but not always on older wells.
- 2) There was no attached map with your letter, but I assume the subject well is the one between the Bosc property and the small creek, on the south side of Schramsberg Road. We have no information on that well, as to its depth, construction, etc. The well has not been connected to the Tucker Acres water system for at least 12 years, to our knowledge. Our files are vague on when it was last used but indicate there was a turbidity problem.
- 3) We know of no intent to reconnect the well to the system and would require considerable work before allowing it to be connected.
- 4) We have no record of inspection of the well.
- 5) Title V, Article 2, Section 5275 of the Napa County Code states in part:

"A well or test hole is considered to be abandoned when it has not been used for a period of one year. The well will not be considered abandoned if the owner declares his intention, in writing, to use such well again for supplying water or for other approved purposes, and if such well has no defects in construction which would cause pollution or contamination, etc."

This office has no such declaration on file for this well and further, would find it substandard.

- 6) The Tucker Acres Mutual Water Company drilled a new well near their existing primary well, at the western edge of the subdivision which is considerable distance from the subject well.

DEPARTMENT OF ENVIRONMENTAL HEALTH

1195 THIRD STREET, ROOM 205 • NAPA, CALIFORNIA 94559-3082
AREA CODE 707/253-4471

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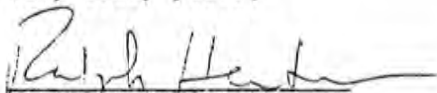
NAPA COUNTY DEPARTMENT OF
ENVIRONMENTAL HEALTH

7) The Tucker Acres Water Company, to my knowledge, is owned by all of the property owners of the Tucker Acres Subdivision. It was first permitted by this office in March 1952.

For your information, I am requesting that the district sanitarian contact Tucker Acres Water Company to require destruction of that well after issuance of the proper permits. However, destruction of the well does not alter the question of potential ground water contamination, if any, from the proposed project. Our concern is not just to protect existing wells but to protect the ground water for future use.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



RALPH HUNTER, R S.
Supervising Sanitarian

RS:bt

CC: ✓ C.D.&P.
Ken Williams, Sanitarian

Tanner 1: 11/24/87

(2)

LAW OFFICES OF
JAMES A. HENNEFER
 220 SANSOME STREET
 FOURTEENTH FLOOR
 SAN FRANCISCO, CALIFORNIA 94104
 (415) 421-6100

December 14, 1987

DEC 16 1987

Robert Westmeyer, Esq.
 Chief Deputy County Counsel
 Napa County
 1195 Third Street, Room 301
 Napa, California 94559

Re: St. Michael's Winery - Supplement to EIR-023
Use Permit U-278485

Dear Mr. Westmeyer:

Our offices represent Andre F. Bosc as his personal attorneys and advisors in land use and litigation matters. We have reviewed the procedural history of, and substantive issues raised in, Mr. Bosc's application for a winery permit, Use Permit No. U-278485 and the accompanying EIR, which is a supplement to EIR-023. We view with grave concern both the extraordinary procedural delays, and, now, the unmeritorious substantive issues raised.

Specifically, with regard to the procedural delays, the Use Permit application was filed December 14, 1984. Despite an original intent to proceed on a negative declaration, the Conservation, Development and Planning Commission, after hearings on May 1, 1985 and May 15, 1985, directed the Planning Division to permit preparation of a supplemental EIR pursuant to the California Environmental Quality Act ("CEQA"). We are now approaching three years since the original Use Permit was filed, and will shortly be upon three years since the EIR supplement was begun. Despite certain continuances with the concurrence of the applicant, Andre F. Bosc, (see letter of August 18, 1987 from R. Gregory Rodeno to James O'Loughlin of August 18, 1987) it is our belief that should the Napa County Conservation Development and Planning Department not act on both the EIR supplement and on the use permit for the project at the January 6, 1988 meeting, it will have exceeded the deadlines within which it is required to act under the California Environmental Quality Act § 15109 and Assembly Bill 844.

These delays seem most unwarranted and inappropriate in light of the fact that as early as May 21, 1986 the Napa County staff recommended at public hearings that the supplemental EIR be found adequate, that it be found that the project would not have a significant adverse impact on the environment and that the department should complete the public review and revision into a final EIR supplement. The delays since that time seem to have created an impenetrable hiatus of comments and responses which have raised no new substantive matters not already adequately covered in the EIR. The last round of comments is particularly illustrative of this point.

The most troublesome of the unmeritorious issues raised with regard to CEQA are those raised in the letter of November 19, 1987 from James O'Loughlin to Vance Bente of Woodward-Clyde consultants at paragraphs "2." and "4." This letter purports

Robert Westmeyer, Esq.
December 14, 1987
Page 2

to raise, based upon the California Court of Appeals, First District, decision in Laurel Heights Improvement Association of San Francisco, Inc. v. the Regents of the University of California, 193 Cal.App.3d 467 (1987), the requirement that Andre F. Bosc add consideration of "alternate locations for aeration and percolation ponds ... on adjacent or other parcels" and that he must show "consideration of locations other than the project site for the winery itself." Any reasonable and careful reading of Laurel Heights Improvement Association v. Regents of the University of California, makes it immediately apparent that an EIR need not consider the purchasing and development by a private owner of alternate sites as a precondition to completing an environmental impact report. First, and foremost, the Laurel Heights case holds that alternative discussion need not be exhausted and is subject to the rule of reason, and that the EIR need only discuss "reasonably feasible alternatives" (*Ibid.* at p. 478). Unlike Andre F. Bosc, the University of California already owned other sites on the University of California San Francisco Parnassus campus and off-campus sites at other University of California San Francisco facilities which might have been feasible alternatives. The court found that the total lack of discussion by the EIR of these other already owned sites was unacceptable under CEQA. No possible reading of the case could require every EIR to consider as alternatives other sites not owned by the proponent, which may not even be for sale, or which, if for sale, may not be feasible to purchase. Such a requirement is not only improper under CEQA, but patently absurd.

Perhaps, more importantly, the court in Laurel Heights focused on the activities proposed by the University of California to be conducted in a residential neighborhood, at the Laurel Heights facility to wit, "whether research employing toxic chemicals, carcinogens and radioactive materials is too high-risk to be conducted in a densely populated residential neighborhood." When such use was proposed by the University of California to be located in the middle of a densely populated residential neighborhood, in San Francisco, at the site of a low rise former office building owned by Fireman's Fund Insurance Company, the court found that "such activities are. . . subject to the stringent requirements of CEQA and especially the informational disclosure and the analytical discussion of an EIR." Unlike the Laurel Heights situation, it has been specifically found with regard to the St. Michael's winery EIR, and in connection with other winery permits by the Commission that "Napa County has traditionally been the center of California's vineyards and wineries. This proposed project would be an addition to the primary industries of Napa County, wineries and tourism," and, that "construction of a winery within an agricultural watershed district is consistent with the zoning and district regulations."

Andre F. Bosc has owned the existing property for over 27 years. He has expended over \$1.5 million in developing the site for a winery. The delays, and the present specious requirements being imposed have reached the level of being confiscatory.

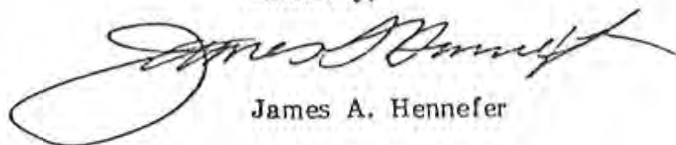
The very attempt to require that Andre F. Bosc discuss and consider alternative sites which he does not own, and likely cannot feasibly purchase and relocate the winery project on, after the extensive work and investment already made in the current site, could well amount to conditions that are not a reasonable exercise of land-use regulation power which serves the public purpose and are not related to the permit requirement, is violation of the Takings Clause of the Fifth Amendment as incorporated against the State of California and its subdivisions by the Fourteenth Amendment. Nollan v. California Coastal Commission ___ U.S. ___ 107 S.Ct. 3141 (1987). Further, the Just Compensation Clause of the Fifth Amendment as incorporated against the State of California and its subdivisions by the Fourteenth Amendment may well require

Robert Westmeyer, Esq.
 December 14, 1987
 Page 3

compensation as a remedy for any "temporary" regulatory taking which refuses to allow a winery for Andre F. Bosc on his property where such use is within the primary industries of Napa County and consistent with agricultural watershed district zoning. First English Evangelical Lutheran Church v Los Angeles County ___ U.S. ___ 107 S.Ct. 2378 (1987).

If you have any questions, please do not hesitate to call me. We look forward to the county proceeding with final hearing and consideration of the Environmental Impact Report Supplement and Use Permit with regard to St. Michael's Winery on January 6, 1988.

Sincerely,



James A. Hennefer

JAH:er

cc: James O'Loughlin,
 Napa County Conservation, Development & Planning Dept.
 Andre F. Bosc
 Gregory Rodeno, Esq.
 James Elmendorf
 Garretson, Elmendorf & Zinov
 Vance G. Bente
 Woodward-Clyde Consultants

November 21, 1987

REC'D

NOV 25 1987

Walter J. Heitz
4111 Heitz Way
Calistoga, California
94515

Napa County Conservation, Development
and Planning Commission
1196 Third Street, Room 210
Napa, California 94559-5092

Attn: James Hickey, Secretary-Director
Re: St. Michael Villa Winery (Bosc project)

Dear Sir:

The final EIR report on St. Michael Winery contains some inaccuracies and errors, and does not fully address some of our concerns, such as:

1. Noise.

- a- As stated on pages 4 and 5 of the final EIR: noise at receptor 2 (located about 200 feet from our residence) would not drop off rapidly; thus resulting noise levels would be in excess of state guidelines for rural areas.
- b- Construction requiring four six-month periods, equals two years of excessive noise over and above the normal noise associated with winery operation.
- c- Normal operating noise (as stated in the EIR) would not exceed that caused by Highway 29 of .47 decibels. Thus Highway 29 noise levels of .47 decibels plus winery noise of another .47 decibels would equal .94 decibels, or twice the noise we now experience.

2. Drainage.

- a- Parking lot drains into Nash Creek. I agree.
- b- North half of winery building, shipping, delivery and roadways will drain north.
- c- Erosion is already a problem as a result of the timber harvest and the vineyard roads.

3. Well.

- a- No test was conducted after access to our well was granted.
- b- Since no testing of wells took place, the result of the pumping of the Bosc well on the surrounding

-2-

wells and ground water levels is not known.

c- The static water level of the Heitz well was monitored beginning July 1, 1987. It was noted that at one point the water level dropped from 4 to 5 feet for a period of several days. At other times it was down 2 to 3 feet, whereas the normal static level varied only between 1 and 2 feet. However it was not known whether this variation was due to the pumping of the Bosc well.

4. Performance.

a- The EIR reports are laced through with "ifs, mayes and mights". In view of Mr. Bosc's poor performance in adhering to the requirements of the Timber Harvest, and his lack of concern for the environment, as well as being unsensitive to his neighbors concerns, there appears to be little hope that he will comply with the EIR requirements for the winery. We ask the Planning Commission to seriously consider Mr. Bosc's record as to his timber harvest compliance, and also ask who will enforce the final EIR conditions if this permit is granted.

Enclosed is a copy of our letter to Woodward-Clyde consultants.

Very truly yours,

Walter S. Heitz

November 21, 1987

NOV 25 1987

Walter J. Heitz
4111 Heitz Way
Calistoga, California
94515

Vance G. Benté
Woodward-Clyde Consultants
100 Pringle Avenue, Suite 300
Walnut Creek, California 94596

Dear Sir:

At a public hearing in May 1986, I informed the Napa County Planning Commission that our well was not located on any map in the draft EIR. Some time later we received a letter from Woodsard-Clyde asking us to locate our well on an enclosed map. I did so, and returned the map along with a log of our well to you.

On June 16 and 22 1987, we received communications from you regarding the progress in preparing an approach to assess the effects of pumping the Bosc well on surrounding ground water conditions.

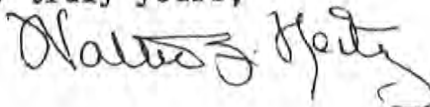
On July 13, 1987, our attorney, Robert P. Olikier answered those letters after several conversations with you by phone, giving permission to use our well for testing under certain conditions.

On July 16, 1987, we met at the Napa County Planning commission office with Woodward-Clyde representatives, Mr. Hickey, Mr. Hunter, Mr. O'Laughlin, yourself, Mr. Bosc's attorney Greg Rodeno, and others to discuss the testing process and other questions. At that meeting, your hydrologist confirmed receipt of a letter from our attorney, Mr. Olikier. We were asked again at that time if we would make our well available for testing. We answered in the affirmative, providing

that Mr. Bosc assume all liability for any injury to the men doing the testing, and any damage to our pump or well during the testing.

We firmly believe we cooperated fully in obtaining an accurate assessment of the water problem by giving you qualified permission to access our well and a copy of our well log. Since this meeting, neither we nor our attorney have heard from you; therefore we feel you are inaccurate by stating in the final EIR report that you did not receive permission to access the Heitz well, nor receive a log for same.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Walter Z. Heitz".

HOWARD G. DICKENSON
 JOSEPH G. PEATMAN
 WALTER J. FOGARTY, JR.
 DAVID W. MEYERS
 C. RICHARD LEMON
 FRANCIS J. COLLIN, JR.
 DAVID B. GILBRETH
 CHARLES H. DICKENSON
 ANNE M. KIRLIN
 PAUL G. CAREY
 CHARLES W. MEIBEYER
 RICHARD P. MENDELSON

DICKENSON, PEATMAN & FOGARTY
 A PROFESSIONAL LAW CORPORATION
 809 COOMBS STREET
 NAPA, CALIFORNIA 94559-2977
 TELEPHONE 707 252-7122

OF COUNSEL
 JAMES D. BOITANO
 ROGER D. PETERSON

TELECOPIER
 707 255-6876

November 17, 1987

Conservation, Development
 and Planning Commission
 1600 First Street
 Napa, CA 94558

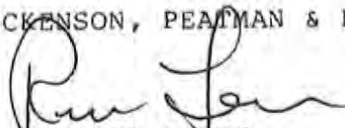
Re: St. Michael's Winery
EIR and Use Permit Hearing

Honorable Commissioners:

On behalf of the Kornell family who own property adjacent to the proposed Bosc/St. Michael Vineyard development, I hereby file the attached letter from Napa Valley Vineyard Engineering which speaks to significant deficiencies in the environmental analysis of said project. In light of these deficiencies, we strongly urge that you delay action on this proposed project until the questions raised in the attached letter have been thoroughly analyzed and answered by the project's environmental consultants.

Very truly yours,

DICKENSON, PEATMAN & FOGARTY


 C. RICHARD LEMON

CRL:jg
 Enclosure

RF
 NOV 19 1987

Napa Valley Vineyard Engineering, Inc.

176 Main Street, Suite B
St. Helena, Napa Valley
California 94574
(707) 963-4927

DREW L. ASPEGREN, P.E.
Civil Engineer

November 12, 1987

Mr. C. Richard Lemmon
DICKENSON, PEATMAN & FOGARTY
809 Coombs Street
Napa, CA. 94559

Re: St. Michael's Winery
Final Environmental Impact Report, September 1987

Dear Mr. Lemmon:

We have made a preliminary review of the Final Environmental Impact Report, prepared by Woodward-Clyde Consultants, for the above-referenced project.

The report appears to be deficient with regards to site specific and area specific data relative to subsurface hydrology, both in terms of geologic structure and water quality. Without such data, it is our opinion that it is very difficult to assess potential impacts to groundwater conditions resulting from waste discharge into subsurface aquifers.

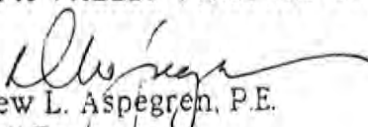
We also have concern about the mixing of winery waste and sanitary waste. Given the seasonal use of water in a typical winery, the proportional mix of winery to sanitary waste is not a constant, and therefore the system will need to operate commensurate with these changing proportions. Failure to properly design and operate the system could cause negative impacts with regards to odor and groundwater conditions.

We notice that certain monitoring programs have been proposed, which are good, but it should be understood that monitoring programs are not mitigations to prevent negative impacts. They are detection systems to discover failures.

Available support data is limited, but these issues seem to stand out. It is our recommendation that the above discussed items be thoroughly investigated and proper mitigation measures be put in place before the project is accepted.

If we can be of further service, please call.

Sincerely,
NAPA VALLEY VINEYARD ENGINEERING, INC.


Drew L. Aspegren, P.E.
Civil Engineer

DLA:jw

cc: James W. Terry

EFFECTS NOT FOUND TO BE SIGNIFICANT

In the preparation of the Initial Study and this Environmental Impact Report supplement on St. Michael's Vineyards, the following areas of environmental concern were determined not to be significantly affected:

FLOODING

1. No portion of the site nor the downstream properties except for the stream channels themselves appears subject to flooding.

DUST

1. Nearest residences are so distant that dust generated during construction should pose at worst a minor problem.

COMMUNITY SERVICES

1. Solid waste generated by the development would not decrease the effective life of the upper valley disposal site.
2. Gas and electric service can be provided to the site without any problem.
3. The winery operation would not have a significant effect on police or fire protection services in St. Helena, Calistoga or unincorporated area.
4. The winery operation would have no effect on FM, TV, or telephone communications.

COMMERCIAL RESOURCES

1. No commercially-exploitable minerals exist on the site.

TRAFFIC

1. Traffic volumes associated with the construction and operation of the winery would produce no significant traffic volume impacts on the roadway network.

HISTORICAL AND ARCHAEOLOGICAL RESOURCES

1. The proposed improvements would not disturb known archaeological or historical resources on the project site.

METEOROLOGY AND AIR QUALITY

1. Traffic generated pollutants due to construction, maintenance and operation of the winery would not significantly change emission patterns or air quality in Calistoga or the vicinity.

VEGETATION AND WILDLIFE

1. Construction and operation of the winery would not be expected to significantly adversely affect terrestrial, riparian or aquatic habitat or rare or endangered flora and fauna.

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EXHIBIT "A"

List of Mitigated Impacts
and Mitigation Measures

A listing of the possible adverse environmental effects identified in FEIR-023 (Supplement) and the Initial Study are identified herein Exhibit "A". In regard to each of those possible adverse environmental effects, the project has been revised in the following manner to avoid those potentially adverse environmental effects.

HYDROLOGY

Substantial temporary construction period increase in erosion and/or sedimentation.

Substantial permanent increase in erosion and/or sedimentation.

Mitigated by Measures #1, 2, 3, 4, 5, 6 & 7 and on EIR Page 4-25.

Substantial depletion of groundwater resources or significant interference with groundwater recharge mitigated by Measures #1 thru 7, and on pages 4-25, 4-26 and pages 15 and 16 of EIR Appendix C.

WATER QUALITY

Substantial degradation of the quality of waters present in a stream, lake, or pond.

Substantial degradation of the quality of groundwater supplies.

Substantial contamination of a public or private water supply.

Exposure of new site users to substantial health hazards from contaminated drinking water, inadequately treated sewage and/or insect or rodent pests.

Exposure of existing area occupants to substantially increased health hazards from contaminated drinking water, inadequately treated sewage and/or insect or rodent pests. Mitigated on pages 4-16, 4-17, 4-18, 4-19, 4-26, 4-25, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32.

AIR QUALITY

Substantial degradation of local or regional air quality. Exposure of new site users or existing area occupants to annoyance from dust and/or highly objectionable odors. Mitigated by Condition #9 and on EIR pages 4-26, 4-27, 4-28 and 4-29.

NOISE

Exposure of people to high construction noise levels for substantial periods of time.

Exposure of existing area occupants to annoyance from substantially increased ambient noise levels.

Mitigated by Measure #9 and on EIR page 4-24.

ATTACHMENT 1
Mitigation Measures for
St. Michael's Vineyards - A New
Winery by A. Bosc (#U-278485)

"B"

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HYDROLOGY & WATER QUALITY

1. Restriction of all ground disturbing activities (i.e., grading) to the dry season between April 15 and October 15.
2. Adjoining properties, roads and drainageways shall be protected from sedimentation. Perimeter ditches, berms or silt fences, or sediment-retention ponds shall be used for this protection. Clearing for a vineyard above Nash Creek will create an especially high erosion and sedimentation hazard to the creek.
3. The soils in the proposed vineyard sites have slopes ranging from 25% to over 40%. The erosion hazard ranges from moderate to very high. Some of the proposed vineyard sites contain defined swales. Erosion will result from clearing and grading to install terraces, producing excessive runoff over disturbed areas. The comprehensive plan shall include erosion control provisions on the vineyard, i.e. among other items:
 - a. Proper site selection, to avoid unstable areas such as existing and potential slide-hazardous areas and large drainages.
 - b. Proper layout of terraces.
 - c. Use of diversions.
 - d. Installation of drainage systems of adequate size.
 - e. Use of cover crops, temporary and permanent.

The Soil Conservation Service can provide assistance in preparing an erosion control plan.

4. The aeration ponds appear to be located in a steep swale. A large fill embankment will be needed to create the ponds. The following concerns shall be addressed in the Plan to satisfaction of Resource Conservation District.
 - a. According to the Napa County Soil Survey, the soil has a coarse texture, a permeability of 2-6"/hr., and is shallow. What measures will be taken to insure against leaking?
 - b. What erosion control measures will be used to prevent erosion on the pond face?
 - c. How will water presently carried in the swale be routed? What measures will be taken to prevent this water from eroding the pond fill or a new drainage swale, if created?
5. The evaporation ponds are planned for a steep area adjacent to the road. A large cut will be needed to create a flat area for the ponds. The Plan shall include measures to be taken to insure that these cuts and fills will not cause erosion or land slide problems.

Page 2
Attachment 1
St. Michael's Vineyards

"B"

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6. Method and location of the cave excavation material disposal shall be included in Plan.
7. Plan shall include erosion control measures planned for cuts, fills, and other disturbed areas around the roads, winery, and ponds. Recommended measures include:
 - a. Diverting surface water from disturbed areas and carrying it in a non-erosive manner to outlets protected against erosion.
 - b. Proper surfacing of road and roadside ditches to prevent erosion.
 - c. The use of benches or diversion terraces on long cuts or fills to carry off water.
 - d. Seeding, mulching, and fertilizing disturbed areas before Oct. 1.

AIR QUALITY

8. Dust shall be controlled during all construction activity through watering or chemical treatment.

NOISE

9. All construction equipment shall be properly muffled. Noise generating construction activity shall be limited to between the hours of 7:30 A.M. and 6:30 P.M.

CULTURAL

10. Comments from FEIR-023 Cultural Resource Assessment by Ann Peck and Associates, Consulting Archeology:

Nap-174 shall be retained in the present state of preservation. The historic buildings shall be maintained to prevent deterioration of the structures. Should future plans call for a change in the present use, with additional impact to the area of Nap-174, test excavations to evaluate the condition of the cultural deposit and allow an archeologist to determine further disposition of the site shall be done.

Nap-329 shall be fenced and avoided. It shall be preserved and excluded from planting to vineyards. If it should prove to be infeasible to avoid the site, salvage excavations designed to ensure an adequate sample for analysis and interpretation should be funded.

Nap-330, the petroglyph boulder, shall be fenced to protect it from impact and future disturbance.

St. Michael Vineyards
 File # D-278485
 SUPPLEMENT

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1. Required Fire Flow:
 Base (4,025,000 Cu ft. \div 400) = 10,100 gpm
 Net Adjusted (10,100 - 70%) = 3,030 gpm
 at 20 PSI dynamic.
2. Required On Site Fire Protection Water Supply:
 (3,030 gpm X 60 Min.) = 182,000 gals.
3. Fire Protection Water Main System:
 The water main system to serve the domestic and fire protection needs of this proposed building shall be designed in full accord with American Water Works Association Class I water system standards. It shall be a full grid and looped system having not less than eight (8) inches inside diameter piping, valves and other components. This system must provide a constant fire flow (gpm) at any fire hydrant which is a component of the system of not less than 1500 gpm at 20 PSI dynamic for a period of not less than 2 hours. The water system shall be zoned with isolation valves.
4. Fire Hydrants:
 A minimum of six (6) full NFPA steamer type fire hydrants shall be installed at strategic locations which will be determined by the Fire Warden. These hydrants shall have at least two (2) each two and a half (2½") inch National Hose Threaded male outlets equipped with caps and security chains, and one (1) each four and one half (4½") inch National Hose Threaded male outlet equipped the same as above. These hydrants maybe of the dry barrel or the wet barrel type. Piping to each hydrant shall be not less than six (6) inches in inside diameter and all hydrants are to be installed in full accord with NFPA standards.
5. Fire Service Water Supply Booster Pump:
 It is noted that the proposed water storage for fire protection purposes is in a lake on the plot plan. The evaluation differential between the lake and the building site is not sufficient to create the water pressure needed by gravity flow. To compensate for this, a fire pump is required. It may be powered by internal combustion engine or a electrical motor. This pump must be rated in full accord with NFPA standards to discharge 3000 gpm at 100 PSI. If a booster pump is used it must be automatically started upon demand and be protected. If the developer chooses to use a water tank in lieu of the lake for fire protection water storage, it may be feasible to locate the tank on the hillside above the proposed building. If this were done the elevation differential should be sufficient to allow a static water pressure at each fire hydrant of not less than 100 PSI. If this were achieved, the required fire pump would not be needed.
6. Fire Detection and Alarm System:
 A full service, 24 hour monitored NFPA approved fire detection and fire alarm system is required. This system must be of a "zoned type" complete with indicator panel which will be located in such a way as to be visible to fire service personnel from an outside position. This panel shall be capable of the following functions:

"B"

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11. In the event that any subsurface archaeological materials should be encountered during excavation and construction activities, all work shall cease within a 10 meter (30 foot) radius until a qualified archaeologist has examined the find and recommended a mitigative action plan. Such plan shall be implemented and the CDPD shall be notified.

TRAFFIC

12. Turning movement improvements shall be installed on Highway 29 to the satisfaction of the Napa County Department of Public Works and the State Department of Transportation. An encroachment permit from the State shall be obtained for any work performed within the State Highway right-of-way.

PUBLIC HEALTH (Fire)

13. All recommendations from the State Department of Forestry (see attached) shall be complied with.

Groundwater Recharge. Shallow groundwater resources are expected to be slightly impacted by potential leakage through the bottoms of the evaporation and percolation ponds. The pre-design leakage rate for the evaporation and percolation ponds is estimated to be approximately 0.3 gallons per square foot per day, including sidewalls. Assuming that the pond bottom and sidewalls have an area of approximately 30,500 square feet, the calculated recharge to the shallow groundwater system in the vicinity of the ponds is estimated to be approximately 9200 gallons per day, or 6.5 gpm.

4.4.2.3 Groundwater Quality Impacts. Andre F. Bosc has obtained waste discharge requirements from the San Francisco Bay Region Water Quality Control Board for both the aeration ponds and the evaporation and percolation ponds. The Board sets waste discharge requirements for facilities which will discharge wastes that may affect groundwater quality. When adopting waste discharge requirements, the Board sets limits (effluent limitations) on each discharge as a condition of approval. The limitations are developed to protect beneficial uses, such as public water supplies, agricultural and industrial water use, wildlife habitats, or any water-related recreational activity.

4.9 MITIGATION (From Final Supplement to Eosc EIP.

4.9.1 Introduction

The following discussion presents general mitigation measures for applicable resource areas that are intended to reduce environmental impacts associated with the construction and operation of the proposed St. Michael's Winery. A left-turn lane, the described Transportation and Circulation mitigation measure, has been incorporated into the project plans. The other mitigation measures addressed below were not considered as part of the project in the assessment of environmental impacts.

4.9.2 Geology and Soils

Soil erosion losses could be minimized if construction were scheduled to occur during the dry season. The areas under construction should be sprayed daily to reduce erosivity. Problem areas should be immediately seeded with rye grass and clover, as suggested in FEIR-023, and ditching should be constructed if necessary. An Erosion Control Plan designed to control erosion and sedimentation during project construction and operation shall be developed and submitted to the Napa County Conservation, Development and Planning Department for review and approval prior to the issuance of a building permit.

The Erosion Control Plan shall address the following items:

- On-site sediment sources during project construction and operation

Fire Detection and Alarm System (continued):

1. System status by zone
2. Reset of system by zone
3. Trouble indicator by zone
4. Disable by zone
5. Test by zone
6. Audible alarm silencing by zone

"B"

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7. Automatic Fire Sprinkler System:

The entire building including attics, basements, passageways and function areas shall be protected by a calculated flow automatic fire sprinkler system designed, installed, tested and maintained in full accord with NFPA pamphlet 13 and applicable state and local laws.

This system shall be equipped with post indicators, fire department connections, audible water flow alarm, electronic alarm relay switch and drains as needed.

8. Roadways:

Roadway access from the State Highway to and around the building must provide year round all weather access for heavy fire apparatus and other emergency equipment. The roadway shall be at least two traffic lanes in width to allow unrestricted passage of two full sized vehicles travelling in opposite directions at any point. Maximum grade shall not exceed 20% except for short distances. Minimum center line curve radius shall be not less than 40 feet.

Necessary drainage improvements must be provided.

Any required culverts or bridges shall have a minimum load carrying capacity of 20 tons.

Overhead clearance of limbs, trees, etc. shall be a minimum of 14 feet.

9. This site lays within the defined high fire hazard area of the County. Because of this fact, all roofing material must be fire resistive.

If you have any questions, please contact Fire Captain Tom Horgan at 953-4343.

90174C-S4 CON-21

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- * Sequential scheduling of equipment usage at each location to reduce the number of pieces of equipment in use at one time

During operations, only receptor 1 might experience significant impacts, and only on a short-term basis during daytime hours. The major noise problem here is due to the extreme proximity of the site access road to the site boundary. Possible mitigation measures are:

- * Landscaping along the access road and within the northeast corner of the property
- * Ensuring that all visitor vehicles are clear of the site and the access road, by the end of daytime hours (7:00 a.m. - 7:00 p.m.) because of the 10-decibel "penalty" for nighttime noise (10:00 p.m. - 7:00 a.m.), and California's 5-decibel "penalty" for evening noise (7:00 p.m. - 10:00 p.m.).

4.9.4 Hydrology and Water Quality

All land-clearing and construction should be conducted during the dry season to minimize short-term increases in surface runoff. The planned landscaping and revegetation around the two aeration ponds would minimize long-term runoff increases. Until this revegetation is established, the newly cleared areas should be seeded with a rapidly germinating species. The parking lot area should be constructed on a gentle slope to prevent ponding and facilitate proper drainage through culverts and into Nash Creek. Landscaping in the parking lot would detain some incoming precipitation and decrease the surface runoff in this area.

4.9.4.1 Groundwater Resources. Based on the Kleinfelder (1987) study, perceptible impacts on off-site water levels are expected to occur only during the 60 days of the crush (peak) period. The proposed project is expected to result in small but finite lowering of water levels (Kleinfelder 1987).

90174C-S4 CON-20

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- Specific pathways for off-site sediment transport during project construction and operation (i.e., drainage routes)
- Quantities of sediment to be transported off-site during project construction and operation during normal and extreme hydrologic events (average annual 24-hour storm event; 10-year 24-hour storm event; and 100-year 24-hour storm event)
- Erosion control structures designed to direct runoff into the Nash Creek basin, and other mitigation measures to be implemented during project construction and operation. Descriptions of erosion control structures and other mitigation measures should specify the types and locations of erosion control structures and/or mitigation measures implemented
- Operation and maintenance procedures/schedule for erosion control structures and other mitigation measures (if applicable) during project construction and operation

4.9.3 Noise

During construction noise levels at the four receptor points analyzed for impacts would significantly exceed state noise guidelines for residential areas. No single piece of construction equipment stands out as exceptionally noisy (except for the cave driller, shielded by earth from all but receptor 4). Hence, reducing the types of equipment, or number of pieces, is a relatively ineffective means of noise control here (and would extend the construction period, trading longer exposure for slight noise reduction). The most effective means appear to be:

- Close control of equipment maintenance, to ensure fully operating mufflers and sound insulation

7

"B"
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The San Francisco Bay Region Water Quality Control Board has set the following discharge specifications:

For the Aeration Ponds.

- The ponds shall be adequately protected from erosion, washout and flooding from a rainfall event having a predicted frequency of once in 100 years.
- To prevent threat of overflows, a minimum freeboard of 2 feet shall be maintained in the ponds at all time.
- Waste at the surface of the ponds shall meet the following quality limits at all times:
In any grab sample:

Dissolved Oxygen	2.0 mg/l minimum
Dissolved Sulfide	0.1 mg/l maximum
pH	6.0 minimum
	9.0 maximum
- Total waste discharged to the pond system shall not exceed 6000 gallons per day (annual average)
- The ponds shall be lined or sealed so that percolation of waste into subsurface soils has a rate of less than 10^{-6} cm/sec.

For the Evaporation/Percolation Ponds.

- The wastewater applied to the disposal ponds shall at all times be an adequately treated wastewater, and shall meet the following quality limits:
In any grab sample:

BOD ₅	40.0 mg/l maximum
Settleable Solids	0.5 mg/l-hr. maximum
Dissolved Oxygen	2.0 mg/l minimum
Dissolved Sulfide	0.1 mg/l maximum

"B"

9

13

Should the County of Napa find impacts to groundwater resources as described in Section 4.4.2.1 and 4.4.2.2 to be substantial, some or all of the following mitigation measures recommended by Kleinfelder (1987) should be employed:

1. The existing pond on Nash Creek might be actively managed to promote recharge. Such management would entail periodic dredging and scarification of the beds of the pond [i.e., lake]. The pond [lake] should be maintained by natural flows (to the extent such flows are available) at the highest possible level to maximize the rate of recharge.
 2. Effective erosion control is an important contributor to maintaining rainfall recharge rates in areas of sandy, friable soils. An Erosion Control Program prepared by a licensed professional in the fields of engineering, geology, watershed science, or landscape architecture should be developed and implemented, with specific provisions for maintaining and enhancing rainfall recharge.
 3. If owners or operators of wells within 1500 feet of the new winery well provide evidence of significant lowering of water levels due to operation during the crush season, a program to reduce these impacts will be tested and implemented. Significant impacts may be defined for this purpose as lowering the static water level to less than 60 percent of its previous height above the bottom of the well. A program to reduce impacts to less than these levels might include one or more of the following:
 - a. altered hours of pumping designed to minimize propagation of the cone of depression beyond the property line.
 - b. deepening the existing new well.
 - c. providing water from another well located at a greater distance from the property line.
 - d. augmenting pond or stream recharge to offset the effects of pumping.
- 4.9.4.2 Groundwater Quality. The San Francisco Bay Regional Water Quality Control Board (RWQCB) has ordered Andre F. Bosc to comply with a self-monitoring program to ensure compliance with the waste discharge. The applicant is required to treat and dispose of wastes as required by the stipulations set forth in the tentative order for St. Michael's Winery (Water Quality Control Board, April 12, 1985). Failure to comply will result in a requirement for temporary or permanent reduction or elimination of authorized discharge.

DRAFT

KLEINFELDER

7 MITIGATION PROGRAM**7.1 POTENTIAL NEEDS FOR MITIGATION**

The California Environmental Quality Act calls for identifying impacts which may "substantially degrade or deplete ground water resources" and recommending measures for mitigation of significant impacts.

Impacts on the extent of the ground water resource or its availability have been shown to be small relative to annual recharge and very small relative the volume or extent of the aquifer.

Perceptible impacts on offsite water levels will be limited to the 60 days of the crush. The proposed project is expected to result in small but finite lowering of water levels.

1. Pumping during the crush is expected to result in a seasonal cone of depression within the aquifer which will be replenished annually.
2. The nearest well on adjoining parcels is thought to be approximately 900 feet away. Drawdown at this distance is expected to increase gradually to between 2 and 6 feet after 60 days of pumping. The estimates are based on several conservative assumptions, such as assumed fully-confined conditions within the aquifer. The actual drawdown may be less.
3. The offsite effects of the pumping are typical of well-interference patterns associated with most upland uses.
4. The proposed program of pumping will result in moderate increases in the costs of lifting water from the Heitz well, and, to a lesser extent, from other wells further removed from the point of ground water extraction. These additional costs will be incurred for a period of about 60 days per year.
5. Offsite effects on static water levels are small relative to the depth of the aquifer and relative to the reported functioning depths of nearby wells. The additional drawdown, while adding to costs, is not likely to appreciably diminish yields of properly-constructed and maintained wells.

The application of wastewater to the disposal pond shall be discontinued during any period in which there is reason to believe the limits specified above are not being met. 11 "B" 13

- A minimum freeboard of 1 foot in the disposal ponds must be kept all the time during the disposal period (April 15 through October 15).

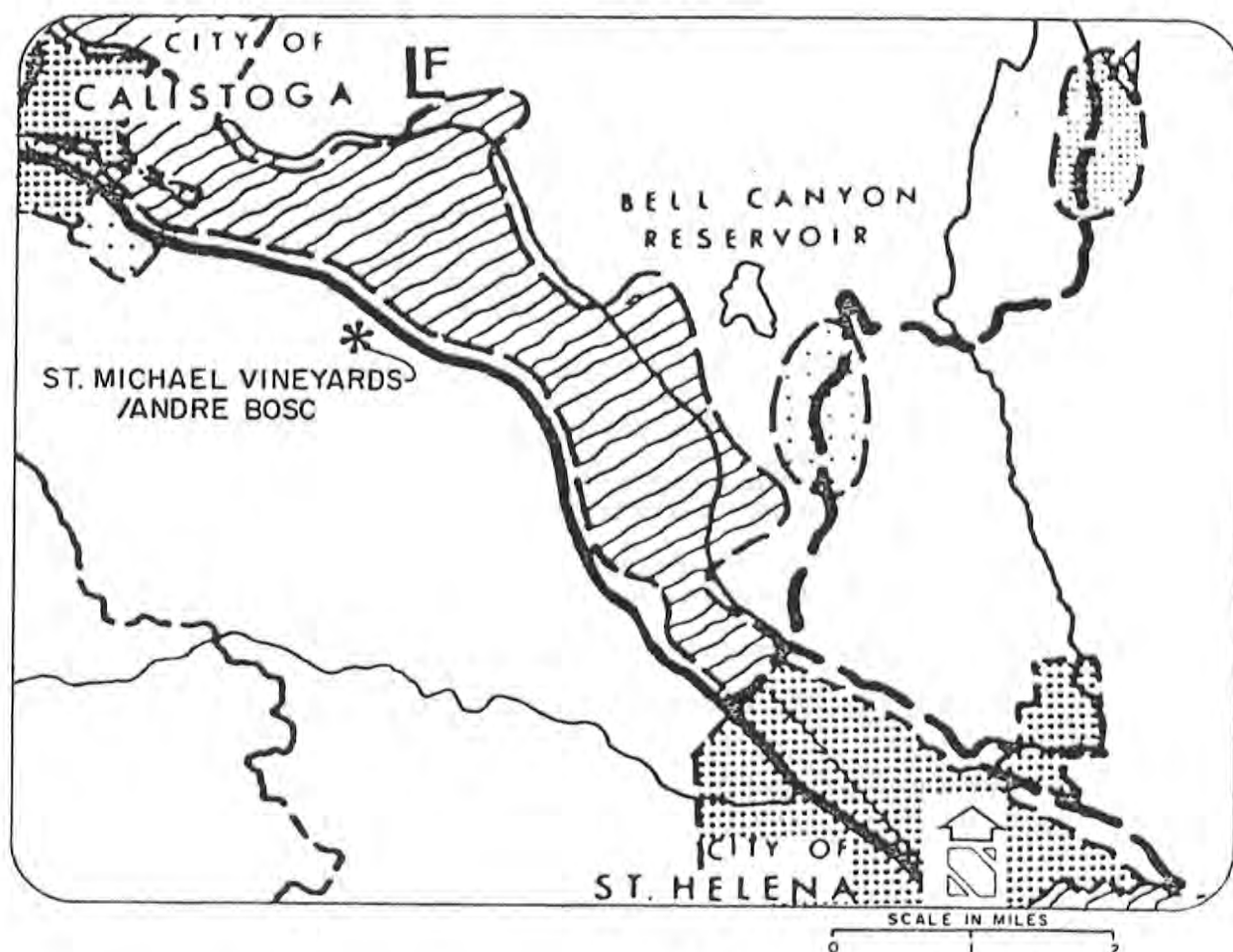
4.9.5 Transportation and Circulation

Impacts to existing roadway and traffic conditions would be minimal except for left turns from Highway 29 into the winery entrance. Vehicles waiting to make a left turn could present a hazard or could interfere with traffic flow. To mitigate this impact, the project applicant has proposed to construct a left-turn lane on the northbound section of Highway 29 at the winery entrance.

This turn lane would be constructed to highway design standards and a portion of Highway 29 may require minor widening to accommodate the added turn lane. The applicant would apply to obtain an Encroachment Permit from Caltrans, which will be required prior to any work being conducted in a state highway right-of-way. Caltrans would review all plans and specifications for any roadway improvements.

An additional archaeological survey of the potentially disturbed area along the highway right-of-way will be conducted by a qualified professional archaeologist after design of the left-turn lane is completed. The results of the archaeological survey and recommended action will be submitted directly to Caltrans for their approval, prior to the issuance of the encroachment permit from Caltrans. 11

NAPA COUNTY LAND USE PLAN 1983-2000



LEGEND

URBAN

	CITIES
	URBAN RESIDENTIAL
	RURAL RESIDENTIAL
	COMMERCIAL
	INDUSTRIAL
	PUBLIC-INSTITUTIONAL

OPEN SPACE

	AGRICULTURE, WATERSHED & OPEN SPACE
	AGRICULTURAL RESOURCE

TRANSPORTATION

	LIMITED ACCESS HIGHWAY
	MAJOR ROAD
	SECONDARY ROAD
	RAILROAD
	AIRPORT
	LANDFILL SITE

DRAFT

KLEINFELDER

"B"

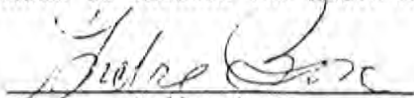
7.2 POTENTIAL MITIGATION MEASURES

13 13

Should the County of Napa find these impacts to be substantial, some or all of the following mitigation measures might be employed:

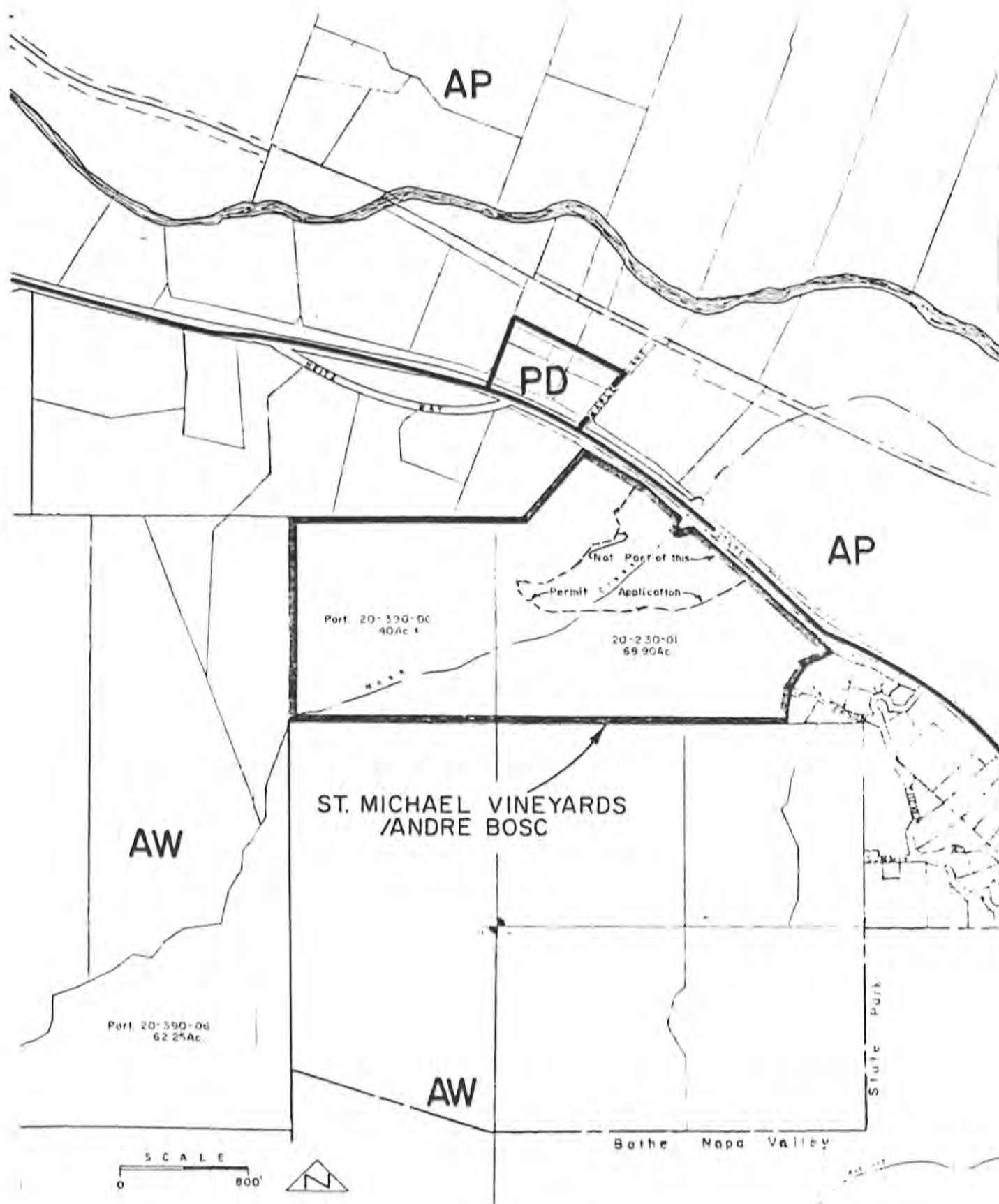
1. The existing pond on Nash Creek might be actively managed to promote recharge. Such management would entail periodic dredging and scarification of the beds of the pond. The pond should be maintained by natural flows (to the extent such flows are available) at the highest possible level to maximize the rate of recharge.
2. Effective erosion control is an important contributor to maintaining rainfall recharge rates in areas of sandy, friable soils. An Erosion Control Program prepared by a licensed professional in the fields of engineering, geology, watershed science, or landscape architecture should be developed and implemented, with specific provisions for maintaining and enhancing rainfall recharge.
3. If owners or operators of wells within 1500 feet of the new winery well provide evidence of significant lowering of water levels due to operation during the crush season, a program to reduce these impacts will be tested and implemented. Significant impacts may be defined for this purpose as lowering the static water level to less than 60 percent of its previous height above the bottom of the well. A program to reduce impacts to less than these levels might include one or more of the following:
 - a. altered hours of pumping designed to minimize propagation of the cone of depression beyond the property line.
 - b. deepening the existing new well
 - c. providing water from another well located at a greater distance from the property line
 - d. augmenting pond or stream recharge to offset the effects of pumping.

I AGREE TO INCLUDE THE ABOVE MITIGATION MEASURES IN THIS PROJECT.


Andre Bosc

10/14/87
Date





UF
2-27-84

R	E	E	B	CITYLAND STRUCTURAL ENGINEERING AND PLANNING	PHONE 707 803 8838	Any use of this document, without written consent, is prohibited. Reproducing, copying, or transferring, in any form.	DATE	BY	APPROVED	SHEET	OF
					FAX 707 853 2246						
					345 LA FATA STREET						
					SUITE F - PO BOX 113						
					ST HELENA, CA 94574						

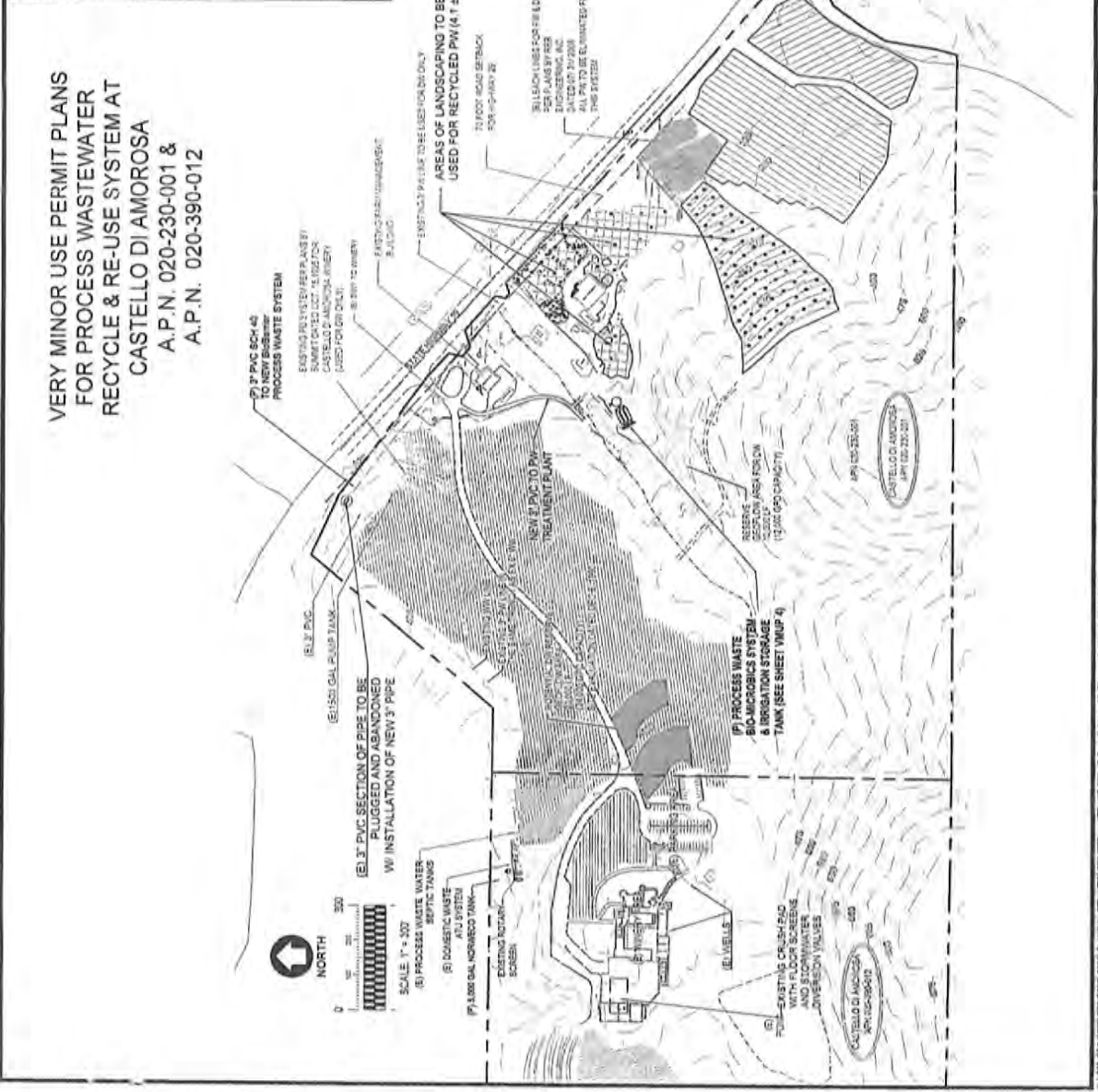


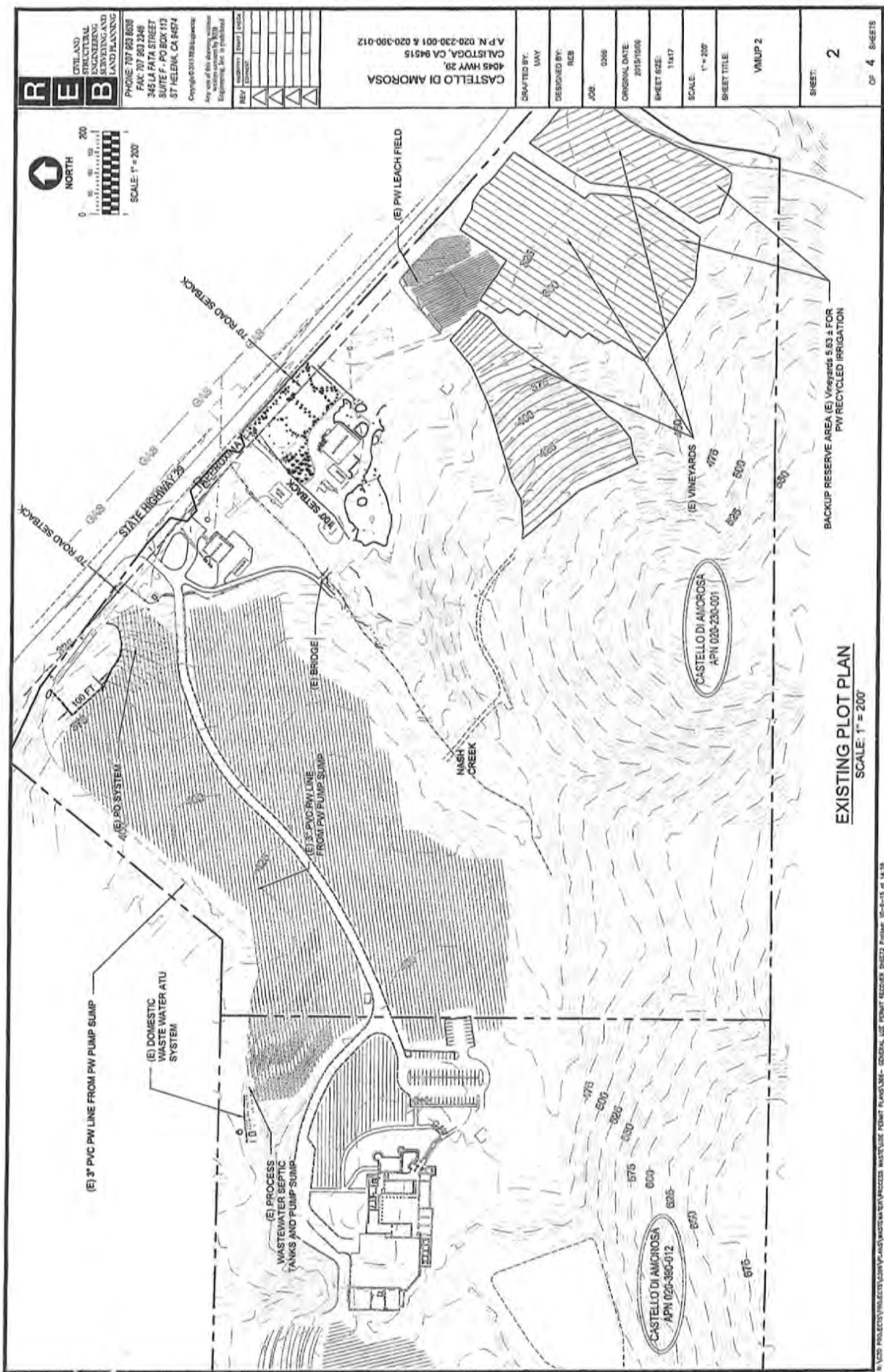
ABBREVIATION LEGEND:	
<u>SYMBOL:</u>	<u>DESCRIPTION:</u>
#	PROPERTY LINE
C	CURB
F	FLOW LINE
F.G.	FINISH GRADE
O.C.	ON CENTERS
ON	ON CENTER
ST	STATION
AS.F.	AS FLOW
U.S.F.	UNLESS OTHERWISE NOTED
U.O.N.	UNLESS OTHERWISE NOTED
O.G.	ORIGINAL GROUND
D.W.	DRIVEWAY
BR	BRICK
SH	SHOULDER
IP	IMPROVED
FP	PROPOSED
H.P.	HIGH POINT
N.P.	LOW POINT
CON	CONCRETE
W.C.	WASTEWATER
W	WATER
W.C.	WASTEWATER

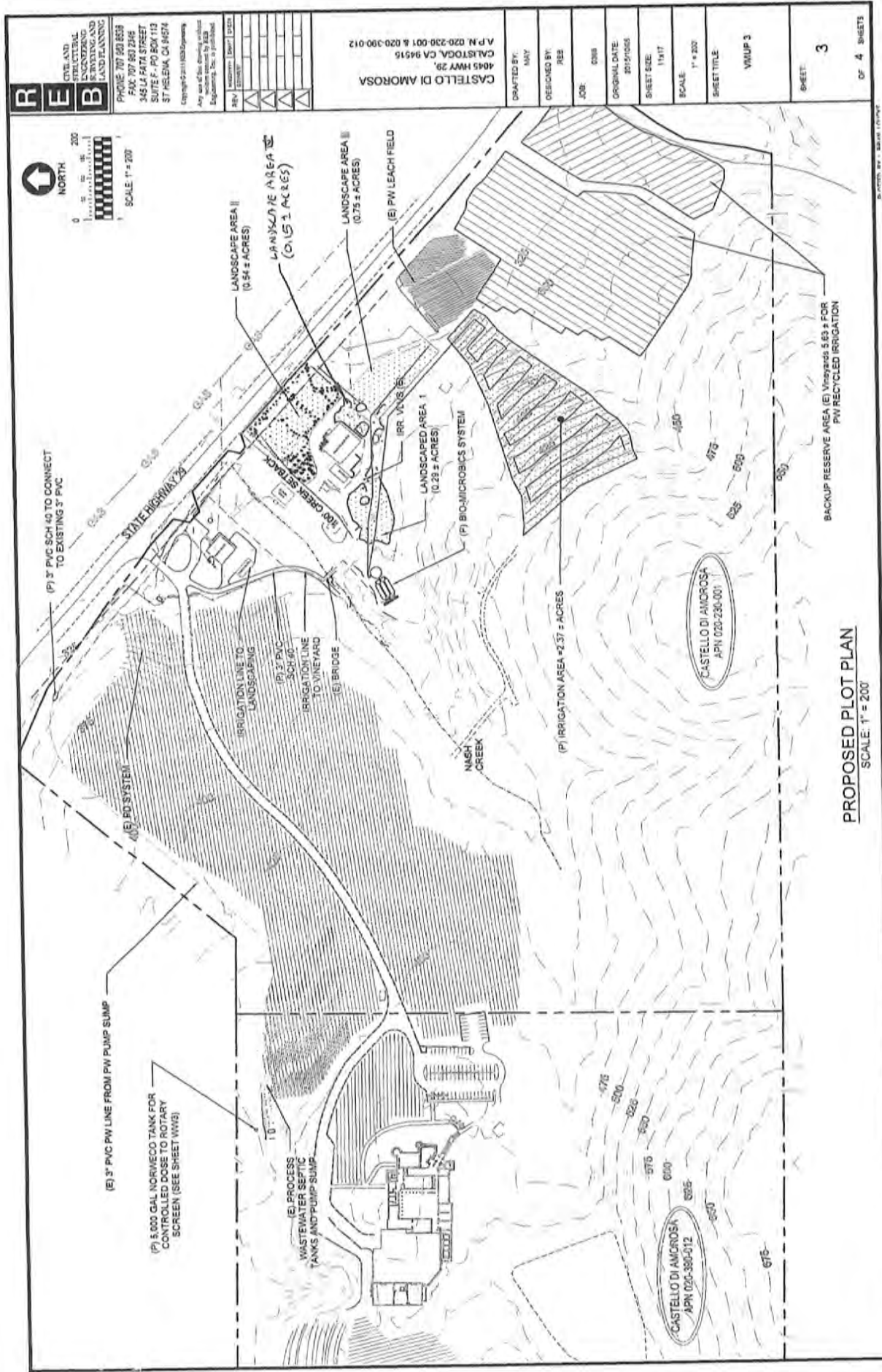
<p>UNAUTHORIZED CHANGES & USES</p> <p>THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE FREE-USER OF THESE PLANS.</p>	<p>PROPERTY LINES</p> <p>PROPERTY LINES ON THESE PLANS ARE INDICATED BY A DASHED LINE. THE PROPERTY BOUNDARY LOCATION, THE PLAN SHOWS THE REQUIRED RELATIVE SETBACKS TO PROPERTY LINES. FOR THE PROPOSED WASTEWATER SYSTEM, THIS PLAN IS NOT TO BE USED FOR PROPERTY BOUNDARY PURPOSES.</p>
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SHEET NO.	DESCRIPTION
VAU/P1	TITLE & SHEET
VAU/P2	EXISTING PLOT PLAN
VAU/P3	PROPOSED PLOT PLAN
VAU/P4	TANK LAYOUT
<h2>SITE PLAN</h2> <p>SCALE: 1" = 300'</p>	







REB
CIVIL AND
LANDSCAPE
ARCHITECTS
PLANNING
AND
ENGINEERING

PHONE 707.501.8538
FAX 707.501.2146
345 LA FATA STREET
SUITE F - PO BOX 113
ST HELENA, CA 94574
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Engineering, Inc. is prohibited.

REV	DATE	DESCRIPTION
1	05/11/11	ISSUED FOR PERMIT
2	05/11/11	ISSUED FOR PERMIT
3	05/11/11	ISSUED FOR PERMIT
4	05/11/11	ISSUED FOR PERMIT
5	05/11/11	ISSUED FOR PERMIT
6	05/11/11	ISSUED FOR PERMIT
7	05/11/11	ISSUED FOR PERMIT
8	05/11/11	ISSUED FOR PERMIT
9	05/11/11	ISSUED FOR PERMIT
10	05/11/11	ISSUED FOR PERMIT

CASTELLO DI AMOROSA
4045 HWY 29,
CALISTOGA, CA 94515
A.P.N. 020-230-001 & 020-390-012

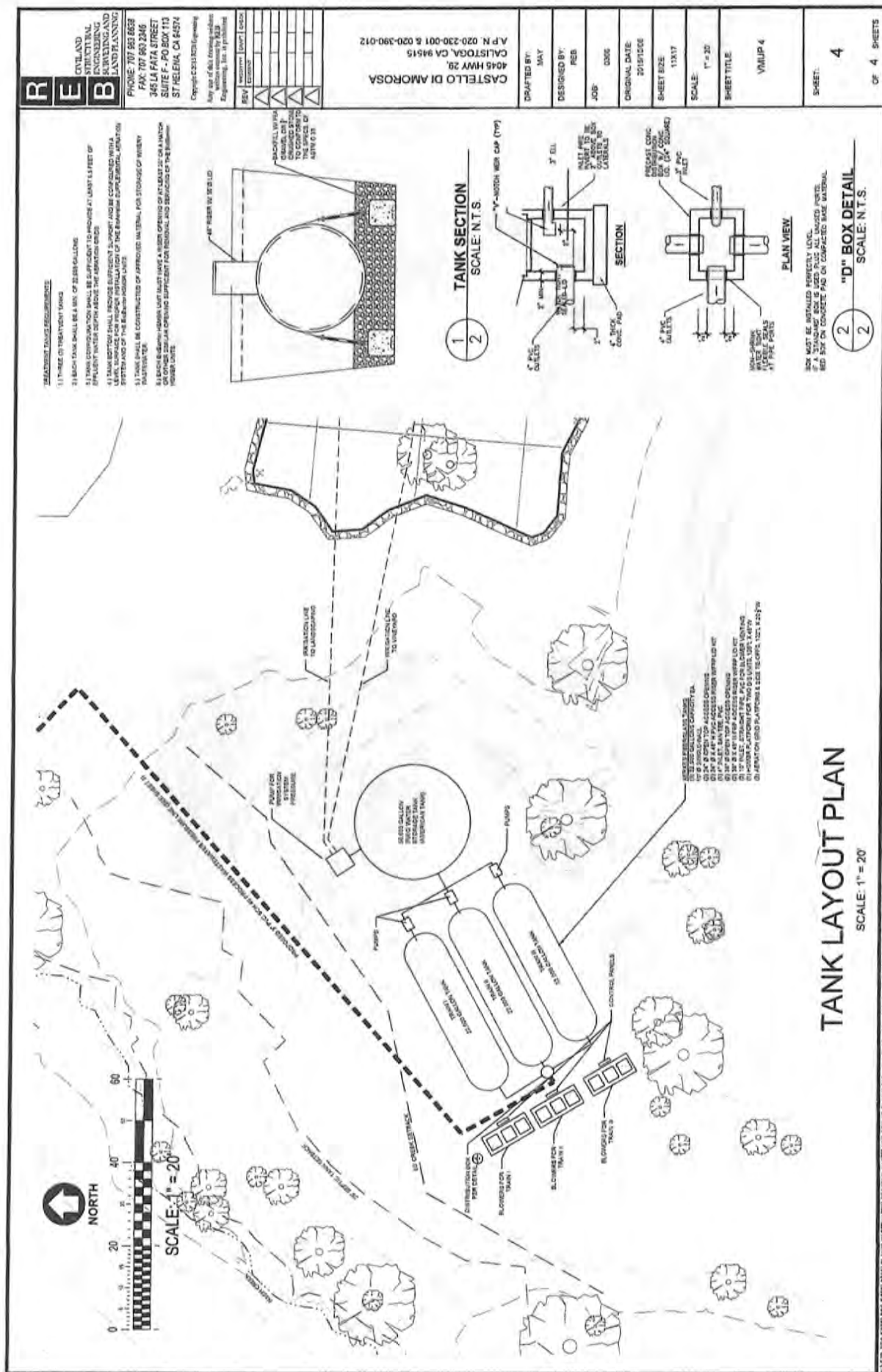
DRAWN BY: MAY
DESIGNED BY: RES
JOB: 0208
ORIGINAL DATE: 05/11/05
SHEET SIZE: 11x17
SCALE: 1" = 200'
SHEET TITLE: VNUUP 3

SHEET: 3
OF 4 SHEETS

PROPOSED PLOT PLAN
SCALE: 1" = 200'

N 1230 PROJECT VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3) VNUUP 3 (VNUUP 3)

Water Audit_Sattui_000050







Northern Napa River Tributary Streams Survey Report May 2012

Prepared for:
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Prepared by:

NAPA COUNTY
RCD



**Napa County Resource Conservation
District**
1303 Jefferson Street
Napa, CA 94559
707.252-4188
www.naparcd.org

Prunuske Chatham, Inc.
400 Morris Street, Ste. G
Sebastopol, CA 95472
707.824.4600
www.pcz.com



PRUNUSKE CHATHAM, INC.

3 METHODS

The following section includes a discussion of the landowner outreach completed prior to initiating field surveys and a description of the approaches used to collect and analyze fisheries habitat data on the eight target watersheds.

3.1 LANDOWNER OUTREACH

Prior to beginning fieldwork, permission for property access was obtained from willing landowners along each stream. A cover letter outlining the goals of the project was sent to each landowner along with an access agreement beginning in summer 2010. Once sufficient access was obtained, the stream surveys were initiated in summer 2011. Letters were sent to owners of 227 parcels within the eight watersheds. Access was granted to 155 parcels. Only one watershed, Nash Creek, could not be fully evaluated due to insufficient access.

3.2 METHODS

The habitat inventories were conducted in accordance with methodology presented in the *California Salmonid Stream Habitat Restoration Manual* (Flosi et al. 1998)¹. The inventories were conducted by a two-person team trained in standardized habitat inventory methods by the California Department of Fish and Game (CDFG). Jonathan Koehler from Napa County Resource Conservation District (NCRCD) led all of the habitat inventories. Paul Blank (NCRCD) or Jennifer Michaud (Prunuske Chatham, Inc.; PCI) assisted with the surveys.

The inventory uses a method that fully samples approximately 10% of the habitat units within the survey reach. All habitat units included in the survey are classified according to habitat type and their lengths are measured. Habitat unit types encountered for the first time are measured for all the parameters and characteristics on the field form. Additionally, from the ten habitat units on each field form page, one is randomly selected for complete measurement. Pools are measured more frequently than other habitat units; approximately every third pool encountered is measured. Additional characteristics, such as flow, temperatures, vegetation community, in-stream habitat, and large woody debris, are also evaluated. Dry sections of stream bed are excluded from the inventory.

Initially, reconnaissance surveys were to be conducted on Blossom, Nash, and Diamond Mountain Creeks to identify fish resources. During 2011, reconnaissance survey methods consisted of stream bank observations. Underwater observations were not used as originally proposed due the lack of adequate water depths and/or dry stream bed conditions. Fish observations and resource potential within the watershed are described in the *Fisheries Resources and Field Observations* sections that follow.

¹ Portions of this work plan appear verbatim from the *California Salmonid Stream Habitat Restoration Manual* (CDFG 1998).

Environmental

Cover Sheet

APN	020 - 390 - 012 - 000
Permit #	
Program	Well
DocType	Notes
Street #	4045
Street Name	Hwy 29
Year	1985



cc: County Planning Dept.
County Building Dept.

COUNTY OF NAPA
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ENVIRONMENTAL HEALTH

178

SERVICE REQUEST NO.

DATE 9/25/85 INFO. RECEIVED BY RH

☒ PHONE ☐ ORAL ☐ LETTER

ASSIGNED TO/DATE: N/A 9/26 SPECIAL INSTRUCTIONS NAT - Please Discuss

With Ralph before going out on this - Also arrange joint visit w Bldg. Dept.

LOCATION NAME: St. Michael's Winery PHONE NO.

ADDRESS: 3999 No. St Helena Hwy, Calistoga

SUBJECT OF REQUEST: Complaintant indicates water unsafe. Rust floating in storage tank & unapproved "black" water line. Water serves several tenants including his house and the tasting room. He said the NASH house was recently remodeled into a tasting room & bus loads of people are there on weekends. Kay Hardy notified us the water sample was <16.

REQUESTED BY: John Clifford - (Vineyard mgr for St. Michael's Villa)

ADDRESS: 4001 N. St. Helena Hwy PHONE NO. 942-5578
EH 98/83

Water Audit_Sattui_000056

REPORT OF INVESTIGATION/SERVICE: 9/26/85 SPOKE WITH ARDRE BOSE - COMPLAINT

FILED BY EX-RANCH FOREMAN WHO CURRENTLY RESIDES IN CABIN NORTH OF NASH HOUSE - ALSO INFORMED ME THAT STORAGE TANK HAD BEEN RECENTLY VANDALIZED, BUT HAD BEEN REMAINED & CLEANED SINCE. DRS SWEETMEAT IS CHECKING ON AHEADS INSIDE RENOVATING OF NASH HOUSE - BOSE SAID THAT NO WATER TASTING IS DONE AT THIS FACILITY - WILL CHECK SPRING & STORAGE TANK TOMORROW - SAMPLE WILL BE TAKEN 9/30/85.

9/27/85 INFORMED SYSTEM WITH ARDRE BOSE - WATER SOURCE IS SPRING IN COMPLAINT ADVISED DISPOSITION: (ABATED/REFERRED)
AT YES () NO

CHECKED - INTAKE LINE ABOUT 18" BELOW SAND BED - 2" PLASTIC PIPE ON TOP OF GROUND TO STORAGE TANK - TANK WAS RECENTLY DRAINED & CLEANED & SCREEN REMAINED FORCIBLY UP - BUT VENT AREA TOO LARGE TO EXCLUDE WIND-BORNE CONTAMINANTS - DOMESTIC SUPPLY IS THEN FILTERED AT BOTTOM OF HILL BEHIND MAIN HOUSE -

DATE: SAMPLE TAKEN 9/30/85 - ALSO DISCUSSED PERFORMED BY: MDP
THIS WITH COMPLAINT. 10/25/85 LOWER UNIT NEW PLANT

ENVIRONMENTAL HEALTH
1123 First Street
Napa, CA 94558

MEMORANDUM

TO: File

FROM: NAT

SUBJECT: H₂O SYSTEM - ST. MICHAEL'S WINERY

DATE: 10/18/85

INFORMED COMPLAINT OF UNSATISFACTORY SAMPLE RESULTS & ADVISED NOT
TO DRINK - HE WILL INFORM OCCUPANT OF UPPER LIVING UNIT -
DISCUSSED THU WITH ANDRE BOSE & INFORMED HIM OF NEED FOR CIRCUMVENTION
& ADDITIONAL STORAGE REQUIRED - HE MAY DECIDE TO VACATE CABIN
IMMEDIATELY UNTIL AN APPROVED WATER SYSTEM CAN BE CONSTRUCTED. -
WILL INFORM RE OF HIS DECISION IN A FEW DAYS.
11/14/85 LOWER UNIT IN CABIN NOW VACANT - INFORMED OCCUPANT
OF UPPER UNIT THAT PLANS IN MAKING TO VACATE H₂O SYSTEM - HE IS
DRINKING BOTTLED H₂O AT PRESENT -
ANDRE BOSE IS EXPLORING TYPE OF TREATMENT BEST SUITED FOR
HIS NEEDS - WILL GET BACK TO ME IN 7 DAYS.

EH 146

Water Audit_Sattui_000058

Environmental

Cover Sheet

APN	020 - 390 - 012 - 000
Permit #	
Program	Well
DocType	pmt
Street #	4045
Street Name	Hwy 29
Year	1984



Permit #435
 FEE 40.00 DATE 12/29/86
 RECEIPT NO. 18894 BY JB

A.P. NO. 20-390-06

NAPA COUNTY HEALTH DEPARTMENT
 DIVISION OF ENVIRONMENTAL HEALTH

APPLICATION & PERMIT TO CONSTRUCT A WATER WELL

NAME St Michael Vineyards ADDRESS 3999 Hwy 29 Calistoga Ca.
 (Owner)
 NAME Weeks Drilling Co ADDRESS PO Box 176 SEB DATE 12-24-86
 (Well Driller)
 TYPE OF WORK NEW WELL ☒ RECONDITIONING _____ DEEPENING _____
 TYPE I PERMIT ☒ DESTROY _____ OTHER _____
 TYPE II PERMIT _____ TEST HOLE _____
 PROPOSED USE DOMESTIC ☒ IRRIGATION ☒ INDUSTRIAL _____ MUNICIPAL _____
 TEST WELL _____ OTHER _____ HOT WATER _____
 Sewage Disposal on site (existing or proposed) Public _____ Individual ☒ Private _____
 Distance from well to any part of nearest sewage disposal system 100' feet +
 (Sketch of site to accompany application) County road setback 100' + feet from centerline.
 TYPE OF EQUIPMENT TO BE USED: Rotary ☒ Cable _____ Hand Dug _____ Other _____

WORKER'S COMPENSATION COVERAGE: (Check one of the following)

- ☒ A certificate of current Worker's Compensation Insurance coverage is presently on file with this office.
☐ A certificate of current Worker's Compensation Insurance is being filed with this application.
☐ I certify that in the performance of the work for which this permit is issued I shall not employ any person in any manner so as to become subject to the Worker's Compensation laws in California.

Bruce Lendrum
 Signature of Applicant

12-24-86
 Date

FOR OFFICE USE ONLY

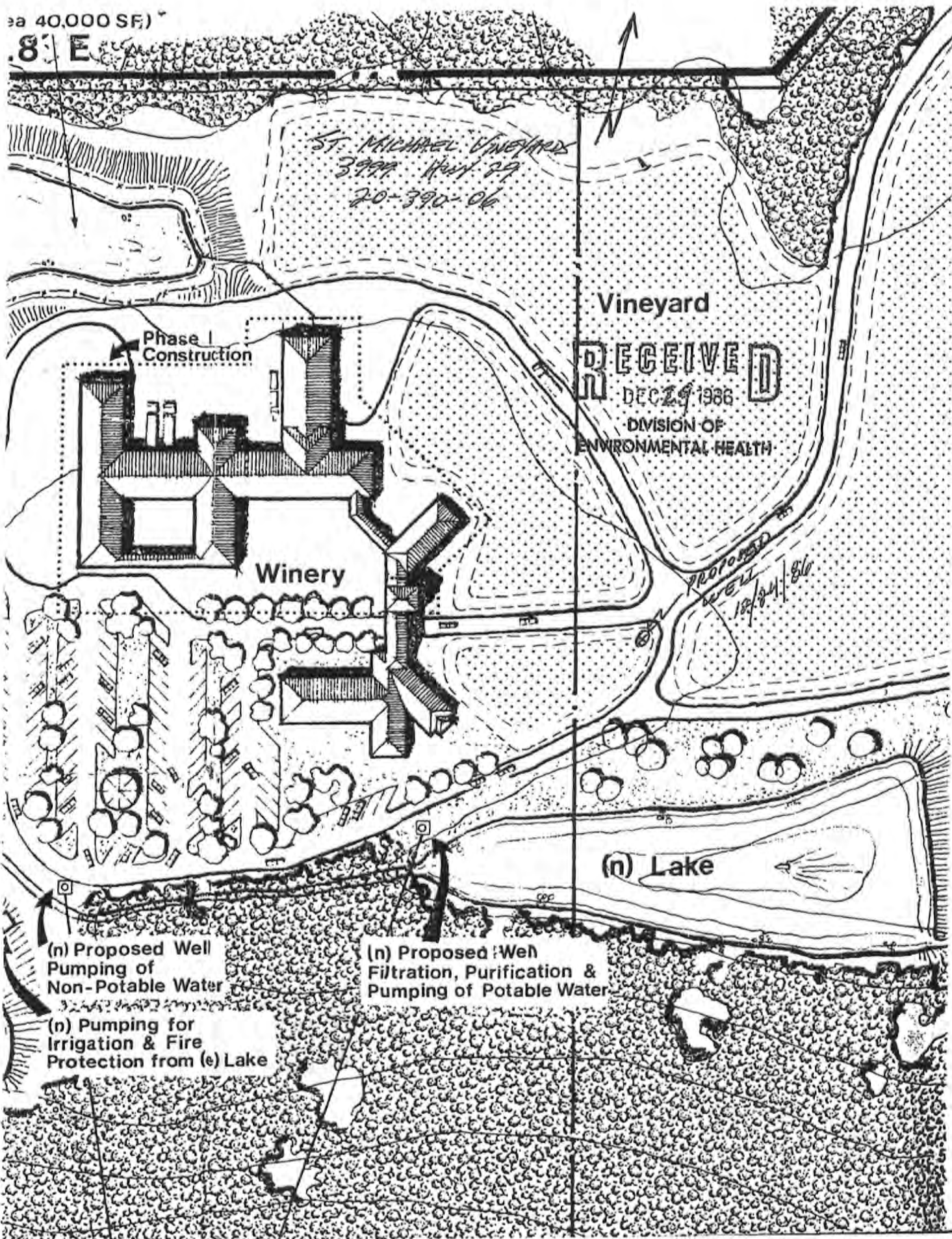
	Date	By	Remarks
Pre-Inspection			
Class II Approval			
Permit Issued	<u>12/24/86</u>	<u>Map</u>	
Const. Inspection	<u>4-9-87</u>	<u>Ken</u>	<u>52x 2" annular</u>
Final Inspection			
Final Approval			

Remarks: 4-9-87 Weeks was unable to trim pipe the
annular space due to closure of hole, a 50'
seal was not required so I allowed them to
seal it from the top Ken

EH 91
 Revised 12-80
 White-Office Pink-Owner
 Yellow-Return to Office Orange-Contractor

ea 40,000 SF)

.8' E



Environmental

Cover Sheet

APN	020 - 390 - 012 - 000
Permit #	
Program	WELL
DocType	COP
Street #	4045
Street Name	N ST HELENA Hwy
Year	1987



180 Pringle Avenue, Suite 300
Waimut Creek, CA 94596-3564
415-945-3000

Woodward-Clyde Consultants

June 16, 1987

Mr. and Mrs. Heitz
4111 Heitz Way
Calistoga, CA 94515

Dear Mr. and Mrs. Heitz:

As you are aware, Andre Bosc has been investigating the possibility of constructing a new winery on property adjacent to your own. Among other property owners in the vicinity, you have indicated an interest in how the operation of the winery may affect the existing groundwater condition.

A plan or study to conduct hydrological testing is being prepared that will provide essential data for the final environmental impact report. As we discussed in our telephone conversation of June 4, 1987, the current plan for the hydrological study requires that your existing well be monitored prior to, during and after tests conducted on the Bosc production well. Although the technical specifics of the plan are still under study, the monitoring period would likely be between 12 and 16 days.

During our last conversation, you indicated a preference to discuss the monitoring study with your legal counsel prior to making a decision with regard to authorizing access to your well. To enable the hydrological team to finalize their study plans, we would appreciate hearing from you in this regard. If additional information is required to facilitate your decision, please do not hesitate to call me at (415) 945-3574.

Very truly yours,



Vance G. Bente
Project Manager

VGB:jsa
JSA96-BEV

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities



Environmental

Cover Sheet

APN	020 - 390 - 012 - 000
Permit #	
Program	WELL
DocType	COR
Street #	4045
Street Name	N ST HELENA Hwy
Year	1987



100 Pringle Avenue, Suite 300
Walnut Creek, CA 94596-3564
415-945-3000

Woodward-Clyde Consultants

November 19, 1987
90174C/3000

Mr. Ralph Hunter
Department of Environmental Health
1195 Third Street, Room 205
Napa, California 94559-3082

RECEIVED
NOV 20 1987
DIVISION OF
ENVIRONMENTAL HEALTH

Re: Tucker Acres Mutual Water Company well adjacent to the property of
Andre Bosc

Dear Mr. Hunter:

The purpose of this letter is to request information pertaining to the Tucker Acres Mutual Water Company well adjacent to the property of Andre Bosc (see attached map). As I understand from your comments at the Commission hearing of November 18, 1987, your department maintains a file on each of the wells over which they have permit authority.

With regard to the Tucker Acres Mutual Water Company perhaps you could inform me as to the date (year), that the company was established/permitted. Also, does the word "mutual" in the title indicate shared ownership by users, or is this a private water company?

With regard to the subject well, perhaps the file contains information that indicates if it is active, and if it is connected to the Tucker Acres Subdivision water supply. Is there any indication if it ever has contributed to that water supply, or if there is intent for it to do so? Additionally, is there any record of inspection, and what were the results?

In general, are there criteria or guidelines by which a well is considered to be active, in reserve, or abandoned? Is there perhaps some level of maintenance or care required to qualify a well as "in reserve?"

Any information pertaining to the above questions would be greatly appreciated. If you have any additional questions or require further information please don't hesitate to call me at (415) 945-3574.

Very truly yours,



Vance G. Bente
Project Manager

Encl.
90174CRH/COT

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities





NAPA COUNTY

TRENT CAVE, R.S.
Director of Environmental Health

DEPARTMENT OF ENVIRONMENTAL HEALTH

1195 THIRD STREET, ROOM 205 • NAPA, CALIFORNIA 94559-3082
AREA CODE 707/253-4471

November 24, 1987

Vance G. Bente
Woodward-Clyde Consultants
100 Pringle Ave., Suite 300
Walnut Creek, CA 94596-3564

Subject: Tucker Acres Water Company
Calistoga, CA.

Dear Mr. Bente:

This letter is in response to your letter of November 19, 1987 regarding the above water system. I shall attempt to answer each of the questions which you asked in that letter.

- 1) This office permits and inspects small water systems with between 5 and 199 connections. We often have information on the wells supplying these systems, but not always on older wells.
- 2) There was no attached map with your letter, but I assume the subject well is the one between the Bosc property and the small creek, on the south side of Schramsberg Road. We have no information on that well, as to its depth, construction, etc. The well has not been connected to the Tucker Acres water system for at least 12 years, to our knowledge. Our files are vague on when it was last used but indicate there was a turbidity problem.
- 3) We know of no intent to reconnect the well to the system and would require considerable work before allowing it to be connected.
- 4) We have no record of inspection of the well.
- 5) Title V, Article 2, Section 5275 of the Napa County Code states in part:

"A well or test hole is considered to be abandoned when it has not been used for a period of one year. The well will not be considered abandoned if the owner declares his intention, in writing, to use such well again for supplying water or for other approved purposes, and if such well has no defects in construction which would cause pollution or contamination, etc."
- 6) The Tucker Acres Mutual Water Company drilled a new well near their existing primary well, at the western edge of the subdivision which is considerable distance from the subject well.

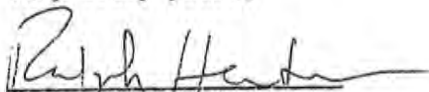
This office has no such declaration on file for this well and further, would find it substandard.

7) The Tucker Acres Water Company, to my knowledge, is owned by all of the property owners of the Tucker Acres Subdivision. It was first permitted by this office in March 1952.

For your information, I am requesting that the district sanitarian contact Tucker Acres Water Company to require destruction of that well after issuance of the proper permits. However, destruction of the well does not alter the question of potential ground water contamination, if any, from the proposed project. Our concern is not just to protect existing wells but to protect the ground water for future use.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



RALPH HUNTER, R S.
Supervising Sanitarian

RS:bt

CC: C.D.&P.
Ken Williams, Sanitarian

Tanner 1: 11/24/87

(2)

Environmental

Cover Sheet

APN	020 - 390 - 012 - 000
Permit #	
Program	Well
DocType	WL
Street #	4045
Street Name	Hwy 29
Year	1987



DUPLICATE
Supply with
Requirements

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

Do not fill in

No. 210175

of Intent No. _____
Permit No. or Date 18894

State Well No. _____
Other Well No. _____

(1) OWNER: Name Sebastopol Water Works

Address 2000 1st St
City Sebastopol CA Zip 95472

(2) LOCATION OF WELL (See instructions):
County Napa Owner's Well Number 20-390-06

Well address if different from above same
Township _____ Range _____ Section _____
Distance from cities, roads, railroads, fences, etc. _____

(12) WELL LOG: Total depth 245 ft. Depth of completed well 245 ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0	5	Volcanic rock
5	10	Clayee brown ash
10	14	Volcanic rock
14	22	Boulders with streaks of brown clay
22	30	Gray ash with boulders
30	81	Brown clayee ash with embedded volcanic ash
81	83	Hard volcanic rock
83	115	Brown clayee ash with embedded ash
115	133	Hard volcanic rock
133	135	Hard volcanic rock (fluid loss)
135	155	Hard volcanic rock with brown clay streaks
155	195	Brown clayee ash with embedded ash
195	220	Brown ash
220	235	Brown clay with streaks of gray ash
235	237	Multi colored clay with ash
237	245	Hard volcanic rock

(3) TYPE OF WORK:

New Well ☒ Deepening ☐
Reconstruction ☐
Reconditioning ☐
Horizontal Well ☐

Destruction ☐ (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

Domestic ☒
Irrigation ☒
Industrial ☐
Test Well ☐
Stock ☐
Municipal ☐
Other ☐

WELL LOCATION SKETCH

(5) EQUIPMENT:

Rotary ☒ Reverse ☐
Cable ☐ Air ☐
Other ☐ Bucket ☐

(6) GRAVEL PACK:

Yes ☒ No ☐ Size Fine Pea
Diameter of bore 12 1/2
Packed from 51 to 245 ft.

(7) CASING INSTALLED:

Steel ☐ Plastic ☒ Concrete ☐

(8) PERFORATIONS:

Type of perforation or size of screen Micro Perforations

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
0	245	8 in.	CL200	145	245	032

(9) WELL SEAL:

Was surface sanitary seal provided? Yes ☒ No ☐ If yes, to depth 51 ft.
Were struts sealed against pollution? Yes ☐ No ☐ Interval _____ ft.
Method of sealing Grout on pack

(10) WATER LEVELS:

Depth of first water, if known _____ ft.
Standing level after well completion 45' ft.

(11) WELL TESTS:

Was well test made? Yes ☒ No ☐ If yes, by whom? Weeks
Type of test Pump ☒ Bailer ☐ Air lift ☐
Depth to water at start of test 45 ft. At end of test 100 ft.
Discharge 40 gal/min after 3 hours Water temperature cool
Chemical analysis made? Yes ☐ No ☒ If yes, by whom? _____
Was electric log made? Yes ☐ No ☒ If yes, attach copy to this report

Work started 4/1/87 19 _____ Completed 4/9/87 19 _____

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

SIGNED Gerald C. Thompson, By Ward Thompson

NAME WEEKS DRILLING AND PUMP COMPANY

(Person, firm, or corporation) (Typed or printed)

Address P. O. Box 176

City Sebastopol, CA

Zip 95472

License No. C57-177681

Date of this report 4/15/87



NAPA COUNTY

JAMES H. HICKEY
Director

CONSERVATION — DEVELOPMENT AND PLANNING DEPARTMENT

1195 THIRD STREET, ROOM 210 • NAPA, CALIFORNIA 94559-3092
AREA CODE 707/253-4416

ENDORSED

D 1096
NOTICE OF DETERMINATION
AMENDED

FILED JAN 28 1988
JANICE F. NORTON
NAPA COUNTY CLERK
BY D. BELLO
DEPUTY CLERK

TO: (X) OFFICE OF PLANNING AND RESEARCH (X) COUNTY CLERK
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA. 95814
COUNTY OF NAPA

PROJECT TITLE: St. Michael Vineyard FILE # U-278485
(SCH# 85070921)

PROJECT DESCRIPTION AND LOCATION:

115,000 square foot winery with a production capacity of 250,000 gallons including public tours and tasting and appurtenant waste disposal facilities on 108 acres located on the west side of State Highway 29, 300 feet south of Maple Lane within an AW (Agricultural Watershed) Zoning District. (APN #20-230-01 and 20-390-06)

ADOPTED MITIGATION MEASURES:

Mitigation measures were made a condition of approval of the project.

THIS IS TO ADVISE THAT THE NAPA COUNTY () BOARD OF SUPERVISORS, (X) CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION, ()
HAS APPROVED THE PROJECT AND MADE THE FOLLOWING
DETERMINATIONS ON JANUARY 6, 1988.

1. (X) After reviewing a completed Initial Study and holding a public hearing the Conservation, Development and Planning Commission determined that the above described project would have a significant effect on the environment. As a result of this determination an EIR Supplement was prepared and the project sponsor revised the project to eliminate the significant effects.
2. On January 6, 1988, the () Napa County Board of Supervisors, (X) Napa County Conservation, Development and Planning Commission, () Napa County Zoning Administrator after conducting a public hearing and reviewing all comments received prior to the public hearing determined that the above described project would not have a significant unmitigated effect on the environment, adopted and certified the Environmental Impact Report Supplement.
3. The project () will, (X) will not have a significant effect on the environment.

Page 2
Notice of Determination
January 25, 1988

4. An (X) Environmental Impact Report Supplement, () Negative Declaration was prepared and certified (See 15094(a)(5)) for this project pursuant to the provisions of CEQA. A copy of this document may be examined at the office of the Napa County Conservation, Development and Planning Department.
5. A statement of overriding considerations () was, (X) was not adopted for this project.
6. A copy of the Initial Study and Project Approval and/or the FEIR Supplement may be examined at the Office of the Napa County Conservation, Development and Planning Department, 1195 Third Street, Room 210, Napa, California. Please contact James O'Loughlin at (707) 253-4416 if you wish to examine either document.
7. The FEIR demonstrated that the project as approved will not have a significant effect on the environment and therefore the findings required by 14 California Administrative Code 15091 if significant effects are identified in a final EIR are not made.

Dated: January 28, 1988

JAMES H. HICKEY, Director
Conservation, Development & Planning Department

By James O'Loughlin

:P2E

cc: Robert Westmeyer, Napa County Counsel

P-WP-SR
278485
020-390-012

LARS NIMSCOV

PHONE: 942-8200

FAX: 942-2103

ADDRESS: 3999 ST. HELENA HIGHWAY

NAPA COUNTY
CONSERVATION, DEVELOPMENT AND PLANNING DEPARTMENT

USE PERMITS

DEPARTMENT REPORT AND RECOMMENDATION

Commission Meeting of January 6, 1988

Agenda Item: 11

APPLICATION DATA:

APPLICANT: Andre Bosc/St. Michaels Vineyards
Use Permit Request #U-278485 Date Filed: Dec. 14, 1984

REQUEST FOR: Approval to establish a 250,000 gallon per year winery with public tours and tasting and to construct related wastewater ponds.

LOCATION: On 108 acres west of State Highway 29 approximately 300 feet south of Maple Lane within an AW (Agricultural Watershed) District. (APN 20-230-01 and 20-390-06).

FINDINGS:

SPECIAL INFORMATION:

1. Details of the proposal are contained in the attached supplemental information sheet and additional pages provided by the applicant. (See Exhibit "A").
2. Comments and recommendations from various County departments and other agencies are attached. Comments were originally solicited in 1984-1985. Due to the preparation of the Environmental Impact Report FEIR-023 (Supplement), comments on the project as described therein were again requested in December 1987.
3. The California Department of Transportation has reviewed the proposed project and found the proposed driveway unacceptable. In its letter dated December 11, 1987, (see Exhibit "C", Pg. 5), the State noted that the proposed driveway was within 1/2 mile from Maple Lane (a public road), and was therefore in conflict with Section 205.1 of the Highway Design Manual. In this regard, the Napa County Public Works Department has recommended approval of the project, contingent upon a grant of an Encroachment Permit from CalTrans.

ENVIRONMENTAL ANALYSIS:

4. Final Environmental Impact Report FEIR-023 (Supplement) prepared by Woodward-Clyde Consultants. (See Agenda Item #10).
5. Each of the possible adverse environmental effects identified in the Final Environmental Impact Report (FEIR-023) (Supplement) has been addressed in such a manner that avoidance of the potential effect has been achieved.
6. The project will not result in unmitigated significant environmental effects, either individually or cumulatively.

Agenda Item: #11

Page 2
Report and Recommendation

Meeting Date: January 6, 1988
Use Permit # U-278485

PLANNING AND ZONING ANALYSIS:

7. The Commission has the power to issue a Use Permit under the Zoning Regulations in effect as applied to the property.
8. The procedural requirements for a Use Permit set forth in Title XII of the Napa County Code (zoning regulations) have been met.
9. The grant of the Use Permit, as conditioned, will not adversely affect the public health, safety or welfare of the County of Napa.
10. The proposed use complies with applicable provisions of the Napa County Code and is consistent with the policies and standards of the Napa County General Plan.
11. The proposal is in conformance with the General Plan designation of Agriculture, Watershed and Open Space and the AW District Zoning specified for the property.

RECOMMENDATION:ENVIRONMENTAL:

1. Certify that FEIR-23 (Supplement) prepared for St. Michaels Vineyards adequately covers the environmental impact of the proposed project, and demonstrates that the project as approved will not have a significant adverse effect on the environment.
2. Find that the Commission has read and considered the information in FEIR-023 (Supplement) prior to taking action on the proposed project.

PLANNING:

3. APPROVAL with Findings and subject to the attached Conditions of Approval:

:3h

CONDITIONS OF APPROVAL
Andre Bosc/St. Michaels Vineyards

Agenda Item: 11

Meeting Date: January 6, 1988
Use Permit: #U-278485

1. The permit be limited to the establishment of a 250,000 gallon/year winery totalling 115,000 square feet to be built in phases with tours and tastings and related wastewater disposal ponds in accordance with attached plot plan and associated materials.

Any expansion or changes in use to be by separate Use Permit submitted for Commission consideration.

2. For permit purposes, the project shall be separated into the following phases:

PHASE I: 30,000 cases, beginning 1988.

Winery: 20,800 square feet crusher area, press area, fermentation room, tanks, bottling, barrel storage, case goods storage, laboratory, mechanical room, administrative offices, tasting area, sales area, sanitation and restrooms.

Support Facilities: All roads, loading, one third parking area, two wells, hillside water holding tanks and distribution, one each of holding and percolation ponds, landscaping of scenic corridor, second lake.

PHASE II: An additional 20,000 cases, beginning 1991.

Winery: An additional 20,500 square feet. Expansion of bottling, barrel storage and tasting and sales area.

Support Facilities: Increase parking to two thirds, completion of sanitary system by addition of second each holding and percolation ponds.

PHASE III: An additional 30,000 cases, beginning 1995.

Winery: An additional 25,500 square feet. Expansion of case storage and administrative offices.

Support Facilities: Completion of parking area.

PHASE IV: An additional 20,000 cases, completing the winery at 100,000 cases, beginning 1999.

Winery: An additional 18,200 square feet, completing the winery at 85,000 square feet. Addition of wood tank room, dry storage room and service corridors.

Support Facilities: Addition of cave storage of 30,000 square feet.

3. Prior to proceeding from one Phase to another, for example from Phase I to Phase II, the Use Permit (#U-278485) shall be reviewed by the Conservation, Development and Planning Commission in regard to any modifications or changes proposed by the applicant, the County, or other public agencies.

Conditions of Approval
 Andre Bosc/St. Michaels Vineyards
 January 6, 1988

4. Prior to proceeding from one Phase to another, the applicant shall submit a project report to the Planning Director describing the status of the project activities to date.
5. Submission of a detailed landscaping, fencing and parking plan to the Department for review and approval indicating names and locations of plant materials, method of maintenance and location of off-street parking spaces. Said plan to be submitted prior to issuance of the Building Permit for Phase I facilities. Landscaping, fencing and parking proposed for each Project Phase shall be completed prior to finalization of Building Permit for said Phase. Landscaping shall be permanently maintained in accordance with the approved landscape plan.
6. Provisions for a minimum of 100 off-street parking spaces on a dust-free, all-weather surface approved by Public Works.
7. Plans for any outdoor signs be submitted to the Department for review and approval with regard to design, area, height and placement.
8. Compliance with all applicable building codes, zoning standards and requirements of various County departments and agencies, and all applicable State, Regional and Local agencies (See Exhibit "C").
9. Compliance with the Mitigation Measures contained in Exhibit "B". Prior to issuance of Building Permit for Phase I, the applicant shall provide to the Conservation, Development and Planning Department, in writing, a report describing the status of compliance with each mitigation measure. Follow-up reports may be required by the Department depending upon status of compliance.
10. Within ninety (90) days from date of approval by the Commission, the applicant shall submit to the Planning Department a revised site plan showing a driveway location which is acceptable to the California Department of Transportation.
11. Except as permitted by County ordinance, no outside social activities including picnicking, outside dining, wine tasting, live music, outdoor festivals, or other activities of a similar nature.
12. Retail sales shall be limited to wine produced and bottled by the winery. Retail sales may commence following the construction of the winery.
13. Tours and tasting shall not commence until after the winery (Phase I) has been constructed and is in operation.

:3h

NAPA COUNTY
 CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION
 1195 Third Street, Room 210 • Napa, California 94559 • (707) 253-4416

APPLICATION FOR LAND USE PERMIT

PLANNING DEPT.

FOR OFFICE USE ONLY

ZONING DISTRICT AW

File No.: 1-278185

REQUEST: To construct a 250,000 gallons/year winery with public tours and tasting and to establish a bottled water company within the proposed winery on 108 acres located on the west side of State Highway 29, 300 feet south of Maple Lane (AP#'s 20-230-01 and 20-390-06)

Date Filled: Dec 14, 1984

Date Published:

CDPC

BS

Hearing MAY 1, 1985

CONTINUED

Action MAY 15, 1985

TO BE COMPLETED BY APPLICANT

Applicant's Name: St. Michael Vineyards

Telephone No.: 707/942-6780

Address: 3999 Highway 29 N, Calistoga, CA

20-230-01-2-230-01-6

NO. STREET CITY STATE

Assessor's No.: 20-390-06

Zip Code: 94515

Status of Applicant's Interest in Property: Represent's Property Owner

Property Owner's Name: Andre Bosc

Address: 3999 Highway 29 N, Calistoga, CA

Telephone No.: 707/942-6780

NO. STREET CITY STATE

Reason for Use Permit request: For construction of a winery and related facilities.

PLANNING DEPT.

* closed Hearing MAY 15, 1985
 referred to Environmental Section for preparation of Supplemental EIR

EXHIBIT

"A"

MAY 21, 1986

SUPPLEMENTAL EIR RETURNED TO DEPT. FOR COMPLETION OF PUBLIC REVIEW & REVISION TO FINAL EIR SUPPLEMENT.

PAGE 1 OF 26

I certify that the above statements are correct and that the Plot Plan on reverse side is accurate:

St Michael Vineyards
 SIGNATURE OF APPLICANT

Andre Bosc
 SIGNATURE OF PROPERTY OWNER

Submit with a check or money order in the amount of ~~eighty five (\$85.00)~~ eighty five (\$85.00) dollars, payable to the County of Napa, no part of which shall be refundable, to the Conservation, Development and Planning Department Office (the application fee consists of ~~\$50.00~~ for the Use Permit and ~~\$35.00~~ for an Environmental Impact Assessment of the request).

TO BE COMPLETED BY CONSERVATION, DEVELOPMENT & PLANNING DEPARTMENT

\$450.00 62241

RECEIPT NUMBER

Received by: [Signature]

CONSERVATION, DEVELOPMENT AND PLANNING DEPARTMENT

2/21/84

(over)

90174C-S2 CON-4

PLANNING DEPT.

EXHIBIT

A

PAGE

2

OF

26

2.2 PURPOSE AND NEED

Andre F. Bosc has applied to the Napa County Conservation, Development and Planning Department for a land use permit to construct and operate a 250,000-gallon-per-year winery. Bosc is currently cultivating 12 acres of grape vineyards and expects to have a total of 60 acres of vineyards by 1993. The proposed winery would process these grapes, as well as other surplus grapes grown in the Napa Valley area, for the production of wine and champagne. The project also includes public tours and tasting, the purpose of which is to promote the new winery's wines and champagne, in order to increase the winery's revenue through sales.

Napa County has traditionally been the center of California's vineyards and wineries. This proposed project would be an addition to the primary industries of Napa County - wineries and tourism. In addition, the county revenue will increase with an increase in property taxes and with additional employee-income spent in the county.

2.3 PROPOSED ACTION

2.3.1 Proposed Project

Andre F. Bosc currently is proposing to construct and operate a winery and related facilities with the following components:

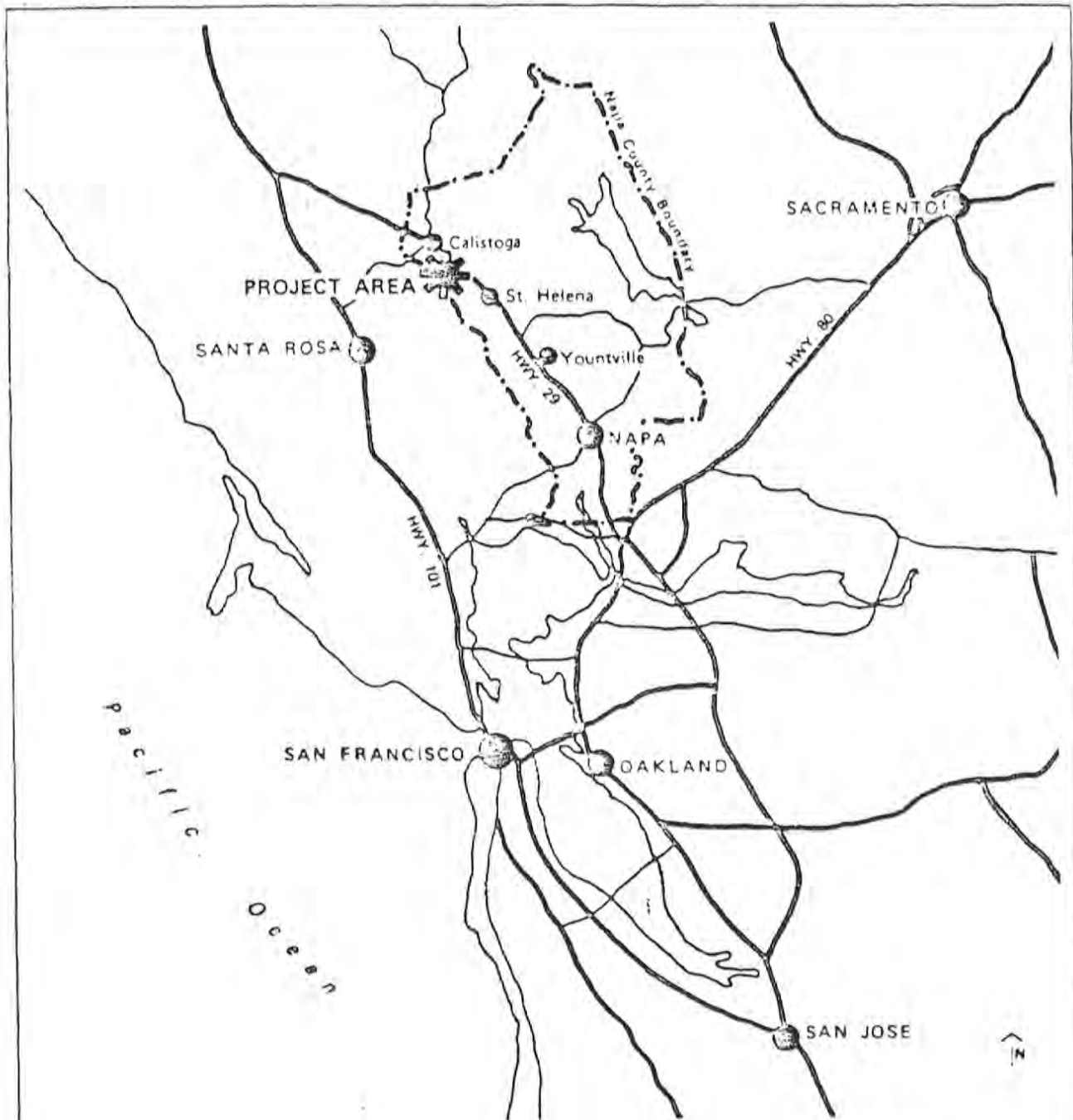
- A 250,000-gallons/year winery with a floor area of 85,000 square feet.
- Public tours and tasting.
- A new water system consisting of two small-capacity wells to be located south of the new winery building. The first of these wells is complete and was used to provide hydrologic data provided in this report.

- Two aeration ponds, approximately 15,000 square feet each, located in the northeast corner of the Bosc property.
- Two evaporation and percolation ponds, approximately 15,250 square feet each, located adjacent to State Highway 29 along the southeast border of the Bosc property.
- Cave storage of 30,000 square feet for premium wines in barrels/bottles, to be located to the north of the existing reservoir in the western portion of the property.
- Access roads to and from the winery and related facilities.
- Approximately 125 parking spaces.

The proposed winery and related facilities would be located approximately two miles south of Calistoga in an unincorporated portion of Napa County. The 98-acre project area covers portions of Sections 8, 9, and 17 of Township 8 North, Range 6 West, Mount Diablo Base Meridian. Figure 2.3-1 shows the regional setting of the project area, Figure 2.3-2 shows the project's local setting and boundaries, and Figure 2.3-3 shows the project site plan.

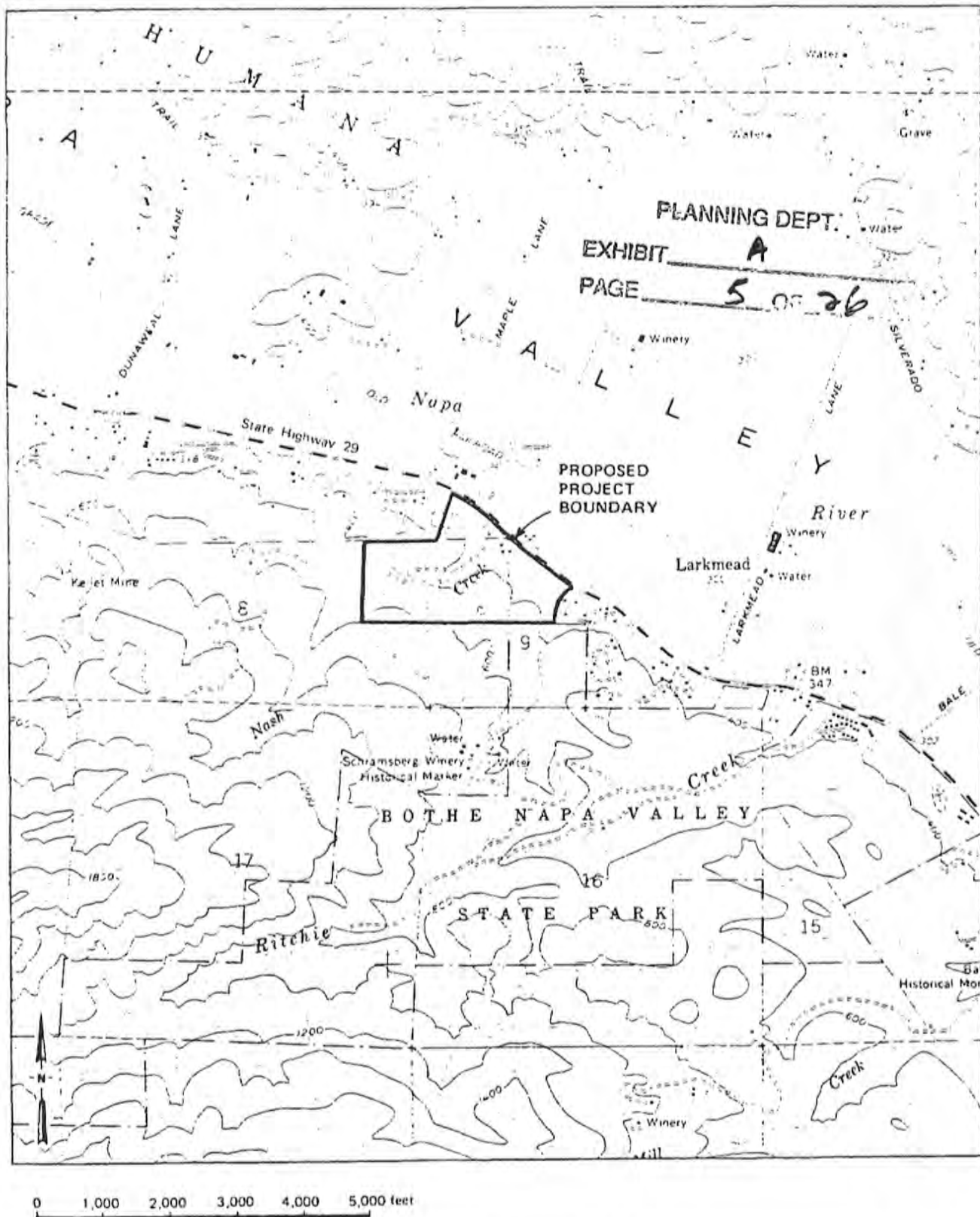
2.3.2 Description of Proposed Winery and Related Facilities

2.3.2.1 Proposed Winery. The proposed winery operation would include grape crushing, fermentation, storage and aging, bottling and packing, and shipping operations to yield 250,000 gallons per year of wine and champagne. The winery building would have two levels and would stand 35 feet above average grade except for the winery tower, which would be 50 feet above average grade. The lower level would consist of concrete slabs on grade and tilt-up concrete walls faced with stucco and stone. The upper portion of the structure would be wood frame walls with a timber roof



PLANNING DEPT.
 EXHIBIT A
 PAGE 4 OF 26

Project No. 901748	St. Michael's Winery	REGIONAL SETTING OF PROJECT AREA	Figure 2.3-1
Woodward-Clyde Consultants			



Project No. 90174B	St. Michael's Winery	PROPOSED PROJECT BOUNDARY	Figure 2.3-2
Woodward-Clyde Consultants			

PLANNING DEPT.

EXHIBIT APAGE 7 OF 26

framing system covered with concrete tile roofing. The walls would be finished with wood siding, stucco, and stone. Native stone and other fire-resistant earth-toned building materials would be used to help create a building which would blend in with its surroundings and be complementary to its environment.

The facility would encompass approximately 85,000 square feet. The major wine-production areas would be located on the lower level, with support facilities such as the administrative offices, labs, winemaker's office, tasting room, and employees' areas located above them on the second level. Table 2.3-1 lists the square footage for these areas. Figures 2.3-4 and 2.3-5 are the proposed winery site floor plans.

The winery would be constructed in four phases. The first phase would include construction of the main access road and parking lot, and the first increment of the winery building (20,800 square feet). It is estimated that approximately 30,000 cases of wine would be produced in the winery's first year. The second phase of construction would only involve the expansion of the winery building by an additional 20,500 square feet. Wine production would increase by an additional 20,000 cases beginning in 1991. The third phase of construction would increase the winery by an additional 25,000 square feet. Construction of Phase III would be completed in early 1995, allowing for an additional 30,000 cases of wine to be produced annually. The final phase of construction would allow for an additional 20,000 cases of wine to be produced, completing the winery production at 100,000 cases, beginning in 1999. An additional 18,200 square feet, completing the winery facility at 85,000 square feet, would be constructed during the final phase. Construction details for these four phases are described in Subsection 2.4, Project Construction.

One of the objectives of the proposed winery is to provide public tours and tasting. As the winery increases in size and production over the four construction phases, it is anticipated that the number of visitors will

90174C-T2 CON-2

PLANNING DEPT.

EXHIBIT

A

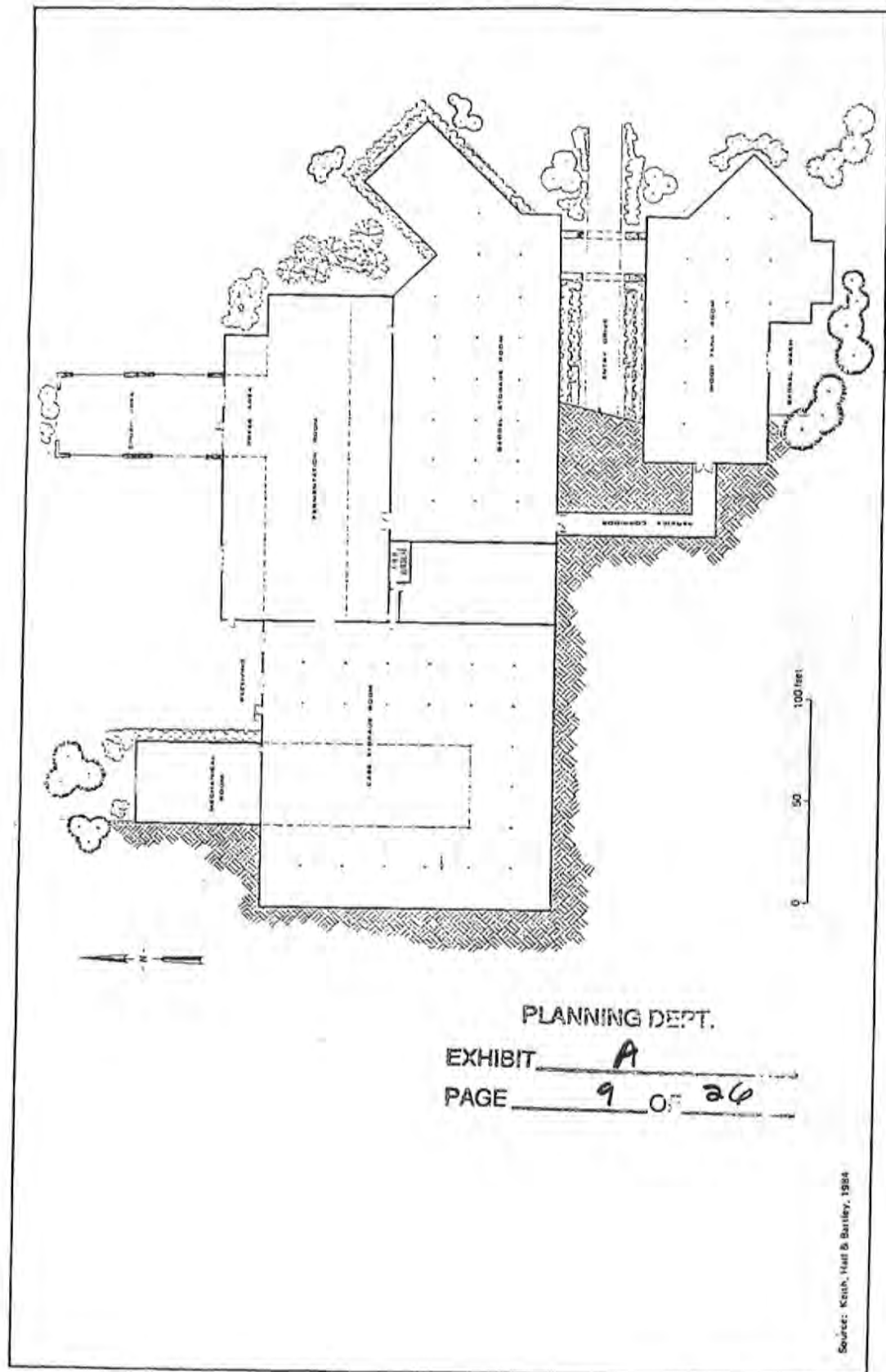
PAGE

8

OF 26

Table 2.3-1. THE PROPOSED FLOOR AREAS FOR THE WINERY

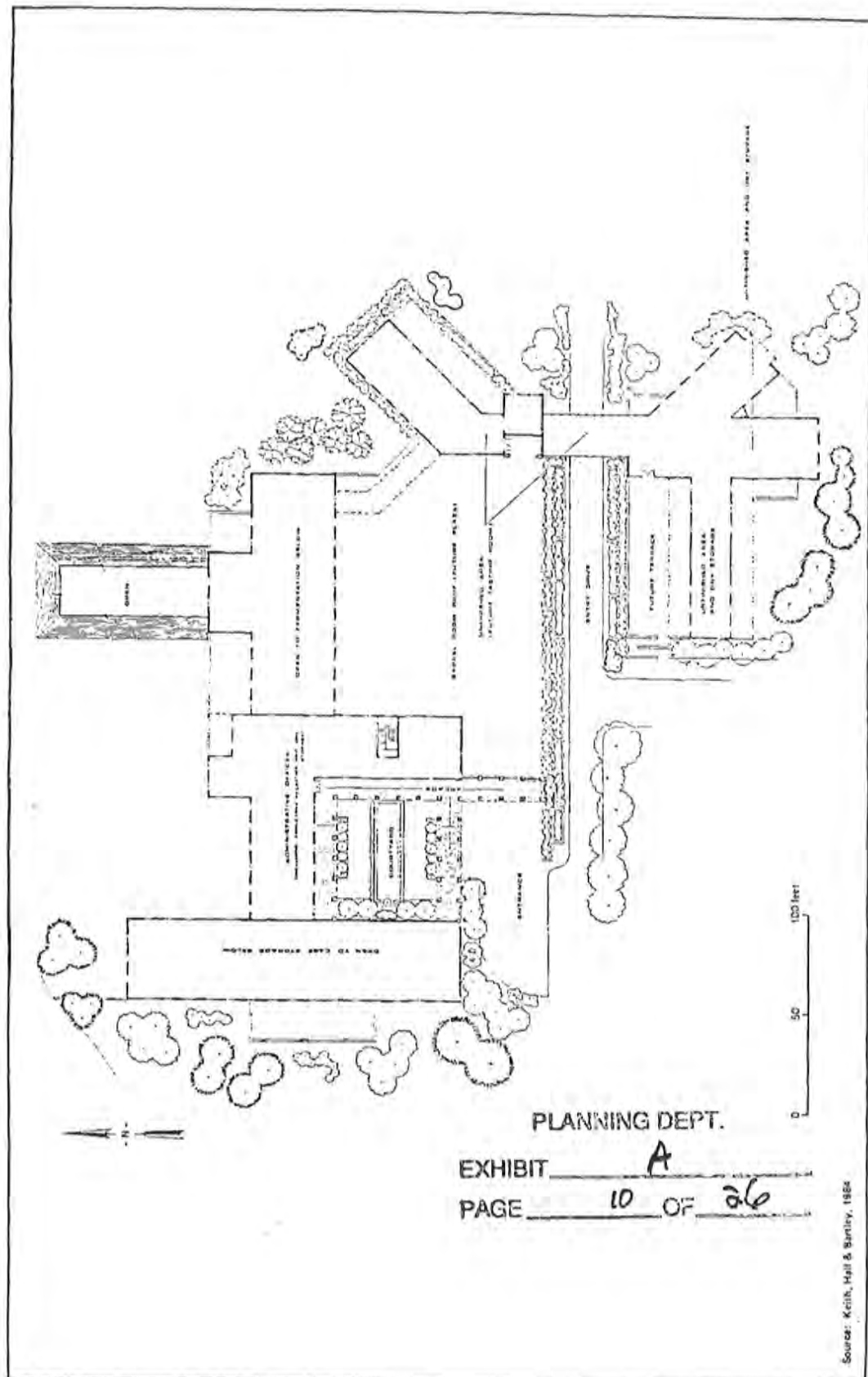
Location	Size in Square Feet
<u>Lower Level</u>	
Crushing and Pressing	8,000
Fermentation	11,600
Bottling	3,000
Case Storage Room	19,600
Barrel Storage	14,300
Wood Tank Room	9,400
Mechanical Room	2,400
Service Corridor, Stairs, etc.	<u>1,400</u>
Total Lower Level	69,700
<u>Upper Level</u>	
Administrative Offices (including employees' facilities and storage)	5,900
Tasting Room and Sales	3,000
Offices	1,300
Water-Quality Control Lab, Sales Offices, and Dry Storage	<u>5,100</u>
Total Upper Level	15,300
Total Winery	<u>85,000</u>



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Source: Kish, Hart & Bartley, 1984

Project No. D01740	St. Michael's Winery	LOWER LEVEL PLAN FOR ST. MICHAEL'S WINERY	Figure 2.3.4
Woodward-Clyde Consultants			



also increase. The estimated number of visitors for the summer season from April 1 to December 2 and the winter season from December 2 to April 1 is listed below for each phase.

	Visitors	
	<u>Summer</u>	<u>Winter</u>
<u>Phase I (1987)</u>		
Weekdays	17	8
Weekend Days	67	34
<u>Phase I (1991)</u>		
Weekdays	33	17
Weekend Days	132	66
<u>Phase III (1995)</u>		
Weekdays	50	25
Weekend Days	200	75
<u>Phase IV (1999)</u>		
Weekdays	50	25
Weekend Days	200	75

The winery has been designed to produce premium varietal wines. The grapes would be received from the field into a stainless steel hopper equipped with a variable-speed stainless auger. The grapes would then go to a crusher-destemmer, and from there the must would be transported through a 5-inch, curved-radius, stainless steel must line and pump. The fermentation tanks would be made entirely of stainless steel and would be equipped with glycol cooling jackets. Tanks would be fully equipped with dial thermometers, electronically-controlled thermostats, quick-coupling attachments for hoses, and sloped bottoms and rounded corners to facilitate cleaning; large access doors would be provided for easy pomace removal.

The winery would utilize a stainless steel centrifuge for filtering the wines before or after the fermentation. Two batch-type presses with stainless steel dejuicing tanks mounted above would be used. Fermentation would take place in oak barrels and upright tanks constructed of French Navarre and Limosine Oak. The winemaker's laboratory would have a separate, fully equipped biological section with all the necessary wine analysis apparatus. Special attention would be given to the floor drains and plumbing systems to allow the winemaker to keep any microbiological contamination that may occur in the lab to a minimum.

Mechanical equipment at the winery would include a hot water boiler capable of providing the large amounts of 180°F (degrees Fahrenheit) water that is necessary to destroy bacteria on the inside of the tanks and cooperage. Sophisticated refrigeration equipment that would allow the winemaker to maintain control of the fermentation process and to drop the wine temperature to below 32°F for cold stabilization would also be included.

2.3.2.2 New Water System. The water supply system would consist of two new small-capacity wells. One water supply well would be located to the south of the new winery building and the other would be located to the west. The production well located to the west of the proposed winery was completed on April 1, 1987, in order to conduct an aquifer pump test to determine existing groundwater conditions, and assess potential groundwater impacts. The results of the test are described in Sections 3.4 and 4.4.

The expected yield for each of the two proposed wells is estimated to be 32 gallons per minute. Water would be pumped to elevated, enclosed metal storage tanks located on the hill at the south side of the property. Two types of water would be stored: potable water for domestic use throughout the site, and non-potable water for emergency fire protection and irrigation. Potable water would pass through water purification equipment to the potable storage tank, and non-potable water

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would flow through pipes connected directly to the non-potable storage tank. Through proper valving and cross piping it would be possible to fill either storage tank from either well, but the water stored in the potable tank would always be purified. To prevent non-potable water from contaminating the potable water, the cross-piping would be made prior to any well water entering the purification equipment. Once water passes through the purification equipment and becomes potable water, there would be no cross-connections between the non-potable and potable systems. Where the potable water is connected to plumbing fixtures or winery equipment, suitable backflow preventing and/or vacuum-breaking devices would be installed as required by the Uniform Plumbing Code. Emergency power would be provided at the winery site and would be available for pumping. Anticipated water demands for the proposed project are summarized in Table 2.3-2.

Both potable and non-potable water would be distributed through separate gravity piping networks. All water piping and outlets would be labeled clearly to indicate whether the water is potable or non-potable. Purified potable water would be fed to the winery facility and the Villa, and non-potable water would be piped to fire hydrants located throughout the winery facility. Currently, the Villa and a homesite located near the southwest corner of the property are supplied with water from an on-site water tank, which receives water from an impoundment located on Nash Creek, below the existing lake. After completion of the new water supply system, no water would be taken from the lakes or Nash Creek for domestic usage.

2.3.2.3 Waste Disposal. The proposed system for treatment and disposal of winery wastewater and domestic sewage generated by the winery (including staff and visitors) would be by two aeration ponds. All wastewater would be screened and settled before pumping into the aeration ponds. The wastewater would flow by gravity in a buried pipeline (6 to 8 inches in size) to a settling basin 6 feet deep with a surface area of approximately 50 square feet. The settling unit would be an open basin constructed of

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Table 2.3-2. WATER DEMAND FOR THE PROPOSED WINERY OPERATIONS AND POTENTIAL RESIDENTIAL USAGE AFTER CONSTRUCTION OF THE THIRD PHASE IN 1995

- Crush season (60 days continuously), on a weekend day, while in operation.

Employees (25 @ 25 gal per day)	=	625 gal/day
Visitors (200 @ 10 gal per day)	=	2,000
Residents (10 @ 75 gal per day)	=	750
Winery Operation	=	<u>14,000</u>
Total		17,375 gal/day

- Balance of the year (10 months), during the week, while in operation, in the summer.

Employees (15 @ 25 gal per day)	=	375 gal/day
Visitors (50 @ 10 gal per day)	=	500
Residents (10 @ 75 gal per day)	=	750
Winery Operation	=	<u>2,050</u>
Total		<u>3,675</u> gal/day

- Balance of the year (10 months), on weekends, not in operation, in the summer.

Employees (10 @ 25 gal per day)	=	250 gal/day
Visitors (200 @ 10 gal per day)	=	2,000
Residents (10 @ 75 gal per day)	=	750
Winery Operation	=	<u>0</u>
Total		<u>3,000</u> gal/day

concrete with an open top, or a precast concrete chamber (a septic tank). Solids and sludge would be removed from the settling unit periodically, dried out, and taken to the County landfill. The wastewater would then flow through a pumping station to the two aeration ponds, approximately 15,000 square feet each, located in the northeast corner of the Bosc property. The total quantity of wastewater to be disposed of from the winery is estimated to be 1,628,000 gallons per year. It is estimated that 378,000 gallons of the wastewater to be treated would be domestic sewage from the winery employees and visitors. Table 2.3-3 provides a breakdown of gallons of domestic waste produced.

The two aeration ponds would be sealed to prevent leakage and would thereby serve as holding ponds. The retention period for the aeration ponds would be 180 days. Each pond would be designed for a wastewater treatment capacity of 779,000 gallons. The total depth of each pond would be approximately 12.5 feet. This would allow for 7.0 feet of wastewater treatment, 3.5 feet of rainfall storage, and 2 feet of freeboard. The rainfall storage is based on the net depth of water between rainfall and evaporation during the period of November through April for the 10-year annual rainfall. Accordingly, the surface area required is approximately 30,000 square feet, or two ponds each 100 feet by 150 feet.

The effluent from the aeration ponds would flow by gravity to the two evaporation and percolation ponds, approximately 15,250 square feet each, located adjacent to State Highway 29 along the southeast border of the Bosc property. Percolation tests performed on the site indicate percolation rates of between two to four inches per hour. The size of each evaporation and percolation pond was determined by using a percolation rate of 0.3 gallons per square foot per day, allowing for the effects of sidewall in the field test. At an average daily flow rate of 8,920 gallons per day, the required surface area is approximately 30,500 square feet. Freeboard or rainfall storage would not be required at the ponds. Each pond would be 2 feet deep and 110 feet by 180 feet.

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Table 2.3-3. GALLONS OF DOMESTIC WASTE PRODUCED IN 1995

15 full-time employees, 5 days per week, 52 weeks per year, at 25 gal per day per employee =	97,500 gal/year
10 part-time employees, 5 days per week, crush season only (Sept. and Oct.), 8 weeks per year, at 25 gal per day per employee =	10,000 gal/year
50 visitors per day, 5 days per week (summer only 4/1 to 12/2), 34 weeks per year, at 10 gal per day per visitor =	85,000 gal/year
200 visitors per day, 2 days per week (summer only 4/1 to 12/1), 34 weeks per year, at 10 gal per day per visitor =	136,000 gal/year
25 visitors per day, 5 days per week (winter only 12/1 to 4/1), 18 weeks per year, at 10 gal per day per visitor =	22,500 gal/year
75 visitors per day, 2 days per week (winter only 12/1 to 4/1), 18 weeks per year, at 10 gal per day per visitor =	<u>27,000 gal/year</u>
Total Annual Domestic Sewage =	378,000 gal/year

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Roads with a minimum width of 12 feet are proposed around the four ponds for maintenance purposes. Both the aeration and evaporation/percolation ponds would be enclosed by a fence with locked access gates.

Disposal of solid waste generated by winery operations would be contracted with the Upper Valley Disposal Company for hauling to the county sanitary landfill.

2.3.2.4 Cave Storage. An underground wine storage facility is proposed for the storage of premium wines in barrels and bottles. The storage facility would be located in manmade caves in the northwest slopes adjacent to the existing lake. Horizontal holes, approximately 30 feet in diameter, would be drilled with mining equipment or excavated by cut-and-cover type construction into the hillside. Approximately eight to ten holes would be drilled, with interconnecting passageways between them. The ground-floor storage would be 30,000 square feet in size.

2.3.2.5 Roadways and Parking. Public entrance to and access from the winery would be provided by the construction of a new two-lane, 24-foot-wide-plus-shoulders paved road. The winery entrance would be located approximately 500 feet southeast of Maple Lane on State Highway 29. Ingress to the winery entrance for north-bound traffic on Highway 29 would be provided by a new left-turn lane. This lane would help alleviate anticipated traffic problems, such as accidents and traffic slow downs, associated with north-bound vehicles turning left from Highway 29 into the proposed St. Michael's Winery.

A new 12-foot-wide paved vineyard-maintenance access road would also be constructed. The maintenance roadway would connect the winery to all the vineyards located on the property. Entrance to the vineyard-maintenance access road would be located on State Highway 29, approximately 1150 feet southeast of the main winery entrance. Public entrance to the maintenance road would be prohibited by a locked gate at Highway 29. The vineyard-

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maintenance roadway would be developed in accordance with Napa County standards.

The new public entrance to and access from the winery would be developed and constructed for highway loading in accordance with Caltrans standards. Where appropriate, guard rails and signs would be used for safety purposes. The speed limit would be posted for 15 to 20 miles per hour (MPH). The average grade of the road would be 12 percent, with a maximum grade of 18 percent.

The proposed winery would have a paved parking lot with a total of 125 spaces to accommodate 110 customers and 15 employees. The parking lot would be adjacent to the winery, northwest of the existing lake. Pole-mounted high-pressure sodium lights would provide exterior night lighting for both the parking area and main winery road.

During peak winery operations (1999), the maximum number of visitor vehicles utilizing the new road would be 25 per weekday and 100 per weekend day. Grapes would be delivered by tractor-drawn gondola in August, September, and October. Approximately 100 gondolas would arrive during this time period, at the rate of one to two per day. Tractor-drawn gondolas are not prohibited on Highway 29, and no special traffic problems are anticipated. The load would be approximately 10 tons per four-axle truck. Case goods produced at the winery would be shipped every other weekday by three- and four-axle trucks throughout the year.

2.4 PROJECT CONSTRUCTION

The proposed winery would be constructed in four increments. The construction period for each of the four phases is estimated to be 6 months.

MAHAR & MOULTON

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May 14, 1986

Conservation Development and Planning Department
1195 Third Street
Napa, CA 94559

Re: Use Permit Application No. U-278485
St. Michael Winery, 3999 St. Highway 29, Calistoga, CA

Gentlemen:

In our review of the draft EIR, on behalf of Andre-Bosc, it has come to our attention that the proposed phasing of the construction has not been fully set forth.

The phases are four in number and color coded on accompanying exhibits, Figures 2.3-4 and 2.3-5, as follows:

PHASE I: 30,000 cases, beginning 1987.

Winery: 20,800 square feet crusher area, press area, fermentation room, tanks, bottling, barrel storage, case goods storage, laboratory, mechanical room, administrative offices, tasting area, sales area, sanitation and restrooms.
Support Facilities: All roads, loading, one third parking area, two wells, hillside water holding tanks and distribution, one each of holding and percolation ponds, landscaping of scenic corridor, second lake.

PHASE II: An additional 20,000 cases, beginning 1991.

Winery: An additional 20,500 square feet. Expansion of bottling, barrel storage and tasting and sales area.
Support Facilities: Increase parking to two thirds, completion of sanitary system by addition of second each holding and percolation ponds.

PHASE III: An additional 30,000 cases, beginning 1995.

Winery: An additional 25,500 square feet. Expansion of case storage and administrative offices.
Support Facilities: Completion of parking area.

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PHASE IV: An additional 20,000 cases, completing the winery at 100,000 cases, beginning 1999.

Winery: An additional 18,200 square feet, completing the winery at 85,000 square feet. Addition of wood tank room, dry storage room and service corridors.

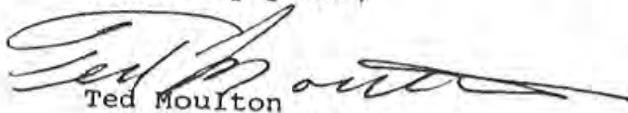
Support Facilities: Addition of cave storage of 30,000 square feet.

We believe that this phasing plan does not require an alternative of the substance of the draft EIR.

Please include this information in your staff report.

Thank you for your cooperation.

Sincerely yours,


Ted Moulton
General Consultant

ST. MICHAEL WINERY
CONSTRUCTION AND OPERATIONAL PHASING

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Provision for phased construction and operation of the proposed St. Michael Winery is outlined below. It is planned that the construction of each phase will begin as shown after each Phase number. Phases are color coded on accompanying exhibits, Figures 2.3-4 and 2.3-5.

Phase I Beginning 1987.

Winery:

Capacity: 30,000 cases

Area of Constuction: 20,800 sq. ft.

Functions:

- Crusher area.
- Press area.
- Fermentation room.
- Tanks.
- Bottling.
- Barrel storage.
- Case goods storage.
- Laboratory.
- Mechanical room.

St. Michael Villa

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Administrative offices.
Tasting area.
Sales area.
Sanitation and restrooms.

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Support facilities:

All roads.
Loading.
One third parking area.
Two wells.
Hillside water holding tanks and distribution.
One each, holding and percolation ponds.
Landscaping of scenic corridor.
Second lake.

Phase II Beginning 1991.

Winery:

Capacity: An additional 20,000 cases.

Area of construction: An additional 20,500 sq. ft.

Functions added:

Expansion of bottling.

St. Michael Villa

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Expansion of barrel storage.

Expansion of tasting and sales areas.

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Support facilities added:

Increase parking to two thirds.

Completion of the sanitary system by addition of second each
holding and percolation ponds.

Phase III Beginning 1995.

Winery:

Capacity: An additional 30,000 cases.

Area of construction: An additional 25,500 sq. ft.

Functions added:

Expansion of case storage.

Expansion of Administrative offices.

Support facilities added:

Complete the parking area.

St. Michael Villa

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Phase IV Beginning 1999.

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Winery:

Capacity: An additional 20,000 cases, completing the winery at 100,000 cases.

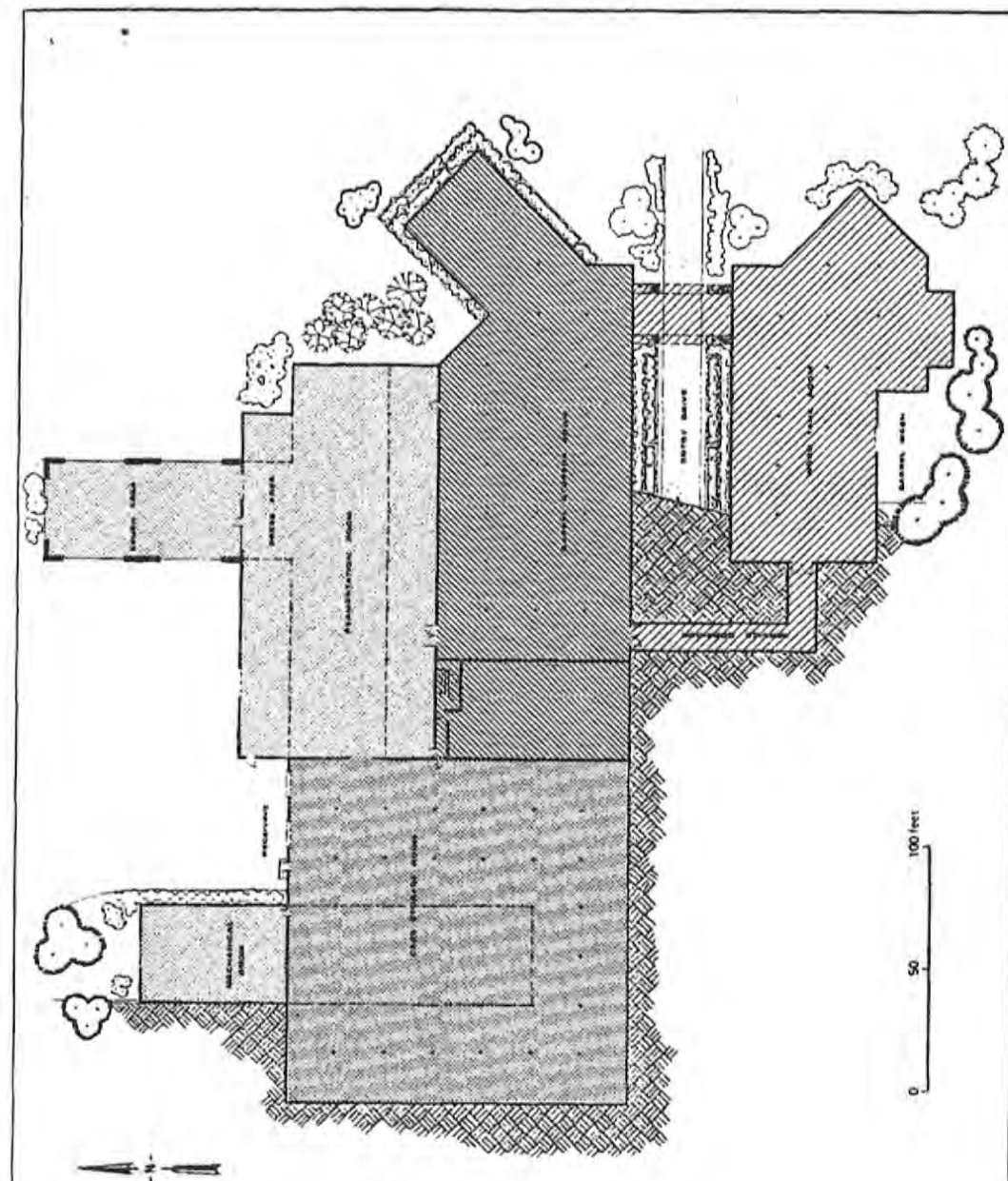
Area of construction: An additional 18,200 sq. ft. completing the winery at 85,000 sq. ft.

Functions added:

- Addition of wood tank room.
- Addition of dry storage room.
- Addition of service corridors.

Support facilities added:

- Cave storage of 30,000 sq. ft. completing the support facilities.



ATTACHMENT I
Mitigation Measures for
St. Michael's Vineyards - A New
Winery by A. Bosc (#U-278485)

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HYDROLOGY & WATER QUALITY

1. Restriction of all ground disturbing activities (i.e., grading) to the dry season between April 15 and October 15.
2. Adjoining properties, roads and drainageways shall be protected from sedimentation. Perimeter ditches, berms or silt fences, or sediment-retention ponds shall be used for this protection. Clearing for a vineyard above Nash Creek will create an especially high erosion and sedimentation hazard to the creek.
3. The soils in the proposed vineyard sites have slopes ranging from 25% to over 40%. The erosion hazard ranges from moderate to very high. Some of the proposed vineyard sites contain defined swales. Erosion will result from clearing and grading to install terraces, producing excessive runoff over disturbed areas. The comprehensive plan shall include erosion control provisions on the vineyard, i.e. among other items:
 - a. Proper site selection, to avoid unstable areas such as existing and potential slide-hazardous areas and large drainages.
 - b. Proper layout of terraces.
 - c. Use of diversions.
 - d. Installation of drainage systems of adequate size.
 - e. Use of cover crops, temporary and permanent.

The Soil Conservation Service can provide assistance in preparing an erosion control plan.
4. The aeration ponds appear to be located in a steep swale. A large fill embankment will be needed to create the ponds. The following concerns shall be addressed in the Plan to satisfaction of Resource Conservation District.
 - a. According to the Napa County Soil Survey, the soil has a coarse texture, a permeability of 2-6"/hr., and is shallow. What measures will be taken to insure against leaking?
 - b. What erosion control measures will be used to prevent erosion on the pond face?
 - c. How will water presently carried in the swale be routed? What measures will be taken to prevent this water from eroding the pond fill or a new drainage swale, if created?
5. The evaporation ponds are planned for a steep area adjacent to the road. A large cut will be needed to create a flat area for the ponds. The Plan shall include measures to be taken to insure that these cuts and fills will not cause erosion or land slide problems.

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6. Method and location of the cave excavation material disposal shall be included in Plan.
7. Plan shall include erosion control measures planned for cuts, fills, and other disturbed areas around the roads, winery, and ponds. Recommended measures include:
 - a. Diverting surface water from disturbed areas and carrying it in a non-erosive manner to outlets protected against erosion.
 - b. Proper surfacing of road and roadside ditches to prevent erosion.
 - c. The use of benches or diversion terraces on long cuts or fills to carry off water.
 - d. Seeding, mulching, and fertilizing disturbed areas before Oct. 1.

AIR QUALITY

8. Dust shall be controlled during all construction activity through watering or chemical treatment.

NOISE

9. All construction equipment shall be properly muffled. Noise generating construction activity shall be limited to between the hours of 7:30 A.M. and 6:30 P.M.

CULTURAL

10. Comments from FEIR-023 Cultural Resource Assessment by Ann Peck and Associates, Consulting Archeology:

Nap-174 shall be retained in the present state of preservation. The historic buildings shall be maintained to prevent deterioration of the structures. Should future plans call for a change in the present use, with additional impact to the area of Nap-174, test excavations to evaluate the condition of the cultural deposit and allow an archeologist to determine further disposition of the site shall be done.

Nap-329 shall be fenced and avoided. It shall be preserved and excluded from planting to vineyards. If it should prove to be infeasible to avoid the site, salvage excavations designed to ensure an adequate sample for analysis and interpretation should be funded.

Nap-330, the petroglyph boulder, shall be fenced to protect it from impact and future disturbance.

11. In the event that any subsurface archaeological materials should be encountered during excavation and construction activities, all work shall cease within a 10 meter (30 foot) radius until a qualified archaeologist has examined the find and recommended a mitigative action plan. Such plan shall be implemented and the CDPD shall be notified.

TRAFFIC

12. Turning movement improvements shall be installed on Highway 29 to the satisfaction of the Napa County Department of Public Works and the State Department of Transportation. An encroachment permit from the State shall be obtained for any work performed within the State Highway right-of-way.

PUBLIC HEALTH (Fire)

13. All recommendations from the State Department of Forestry (see attached) shall be complied with.

Groundwater Recharge. Shallow groundwater resources are expected to be slightly impacted by potential leakage through the bottoms of the evaporation and percolation ponds. The pre-design leakage rate for the evaporation and percolation ponds is estimated to be approximately 0.3 gallons per square foot per day, including sidewalls. Assuming that the pond bottom and sidewalls have an area of approximately 30,500 square feet, the calculated recharge to the shallow groundwater system in the vicinity of the ponds is estimated to be approximately 9200 gallons per day, or 6.5 gpm.

4.4.2.3 Groundwater Quality Impacts. Andre F. Bosc has obtained waste discharge requirements from the San Francisco Bay Region Water Quality Control Board for both the aeration ponds and the evaporation and percolation ponds. The Board sets waste discharge requirements for facilities which will discharge wastes that may affect groundwater quality. When adopting waste discharge requirements, the Board sets limits (effluent limitations) on each discharge as a condition of approval. The limitations are developed to protect beneficial uses, such as public water supplies, agricultural and industrial water use, wildlife habitats, or any water-related recreational activity.

St. Michael Vineyards

File # D-275485

SUPPLEMENT

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1. Required Fire Flow:
 Base $(4,025,000 \text{ Cu ft.} \times \frac{9}{8} \div 400) = 10,100 \text{ gpm}$
 Net Adjusted $(10,100 - 70\%) = 3,030 \text{ gpm}$
 at 20 PSI dynamic.
2. Required On Site Fire Protection Water Supply:
 $(3,030 \text{ gpm} \times 60 \text{ Min.}) = 182,000 \text{ gals.}$
3. Fire Protection Water Main System:
 The water main system to serve the domestic and fire protection needs of this proposed building shall be designed in full accord with American Water Works Association Class I water system standards. It shall be a full grid and looped system having not less than eight (8) inches inside diameter piping, valves and other components. This system must provide a constant fire flow (gpm) at any fire hydrant which is a component of the system of not less than 1500 gpm at 20 PSI dynamic for a period of not less than 2 hours. The water system shall be zoned with isolation valves.
4. Fire Hydrants:
 A minimum of six (6) full NFPA steamer type fire hydrants shall be installed at strategic locations which will be determined by the Fire Warden. These hydrants shall have at least two (2) each two and a half (2½") inch National Hose Threaded male outlets equipped with caps and security chains, and one (1) each four and one half (4½") inch National Hose Threaded male outlet equipped the same as above. These hydrants may be of the dry barrel or the wet barrel type. Piping to each hydrant shall be not less than six (6) inches in inside diameter and all hydrants are to be installed in full accord with NFPA standards.
5. Fire Service Water Supply Booster Pump:
 It is noted that the proposed water storage for fire protection purposes is in a lake on the plot plan. The evaluation differential between the lake and the building site is not sufficient to create the water pressure needed by gravity flow. To compensate for this, a fire pump is required. It may be powered by internal combustion engine or a electrical motor. This pump must be rated in full accord with NFPA standards to discharge 3000 gpm at 100 PSI. If a booster pump is used it must be automatically started upon demand and be protected. If the developer chooses to use a water tank in lieu of the lake for fire protection water storage, it may be feasible to locate the tank on the hillside above the proposed building. If this were done the elevation differential should be sufficient to allow a static water pressure at each fire hydrant of not less than 100 PSI. If this were achieved, the required fire pump would not be needed.
6. Fire Detection and Alarm System:
 A full service, 24 hour monitored NFPA approved fire detection and fire alarm system is required. This system must be of a "zoned type" complete with indicator panel which will be located in such a way as to be visible to fire service personnel from an outside position. This panel shall be capable of the following functions:

Fire Detection and Alarm System (continued):

1. System status by zone
2. Reset of system by zone
3. Trouble indicator by zone
4. Disable by zone
5. Test by zone
6. Audible alarm silencing by zone

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7. Automatic Fire Sprinkler System:

The entire building including attics, basements, passageways and function areas shall be protected by a calculated flow automatic fire sprinkler system designed, installed, tested and maintained in full accord with NFPA pamphlet 13 and applicable state and local laws. This system shall be equipped with post indicators, fire department connections, audible water flow alarm, electronic alarm relay switch and drains as needed.

8. Roadways:

Roadway access from the State Highway to and around the building must provide year round all weather access for heavy fire apparatus and other emergency equipment. The roadway shall be at least two traffic lanes in width to allow unrestricted passage of two full sized vehicles travelling in opposite directions at any point. Maximum grade shall not exceed 20% except for short distances. Minimum center line curve radius shall be not less than 40 feet. Necessary drainage improvements must be provided. Any required culverts or bridges shall have a minimum load carrying capacity of 20 tons. Overhead clearance of limbs, trees, etc. shall be a minimum of 14 feet.

9. This site lays within the defined high fire hazard area of the County. Because of this fact, all roofing material must be fire resistive.

If you have any questions, please contact Fire Captain Tom Horgan at 953-4343.

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4.9 MITIGATION (From Final Supplement to Eosc EIR.

4.9.1 Introduction

The following discussion presents general mitigation measures for applicable resource areas that are intended to reduce environmental impacts associated with the construction and operation of the proposed St. Michael's Winery. A left-turn lane, the described Transportation and Circulation mitigation measure, has been incorporated into the project plans. The other mitigation measures addressed below were not considered as part of the project in the assessment of environmental impacts.

4.9.2 Geology and Soils

Soil erosion losses could be minimized if construction were scheduled to occur during the dry season. The areas under construction should be sprayed daily to reduce erosivity. Problem areas should be immediately seeded with rye grass and clover, as suggested in FEIR-023, and ditching should be constructed if necessary. An Erosion Control Plan designed to control erosion and sedimentation during project construction and operation shall be developed and submitted to the Napa County Conservation, Development and Planning Department for review and approval prior to the issuance of a building permit.

The Erosion Control Plan shall address the following items:

- On-site sediment sources during project construction and operation

- Specific pathways for off-site sediment transport during project construction and operation (i.e., drainage routes)
- Quantities of sediment to be transported off-site during project construction and operation during normal and extreme hydrologic events (average annual 24-hour storm event; 10-year 24-hour storm event; and 100-year 24-hour storm event)
- Erosion control structures designed to direct runoff into the Nash Creek basin, and other mitigation measures to be implemented during project construction and operation. Descriptions of erosion control structures and other mitigation measures should specify the types and locations of erosion control structures and/or mitigation measures implemented
- Operation and maintenance procedures/schedule for erosion control structures and other mitigation measures (if applicable) during project construction and operation

4.9.3 Noise

During construction noise levels at the four receptor points analyzed for impacts would significantly exceed state noise guidelines for residential areas. No single piece of construction equipment stands out as exceptionally noisy (except for the cave driller, shielded by earth from all but receptor 4). Hence, reducing the types of equipment, or number of pieces, is a relatively ineffective means of noise control here (and would extend the construction period, trading longer exposure for slight noise reduction). The most effective means appear to be:

- Close control of equipment maintenance, to ensure fully operating mufflers and sound insulation

- Sequential scheduling of equipment usage at each location to reduce the number of pieces of equipment in use at one time

During operations, only receptor 1 might experience significant impacts, and only on a short-term basis during daytime hours. The major noise problem here is due to the extreme proximity of the site access road to the site boundary. Possible mitigation measures are:

- Landscaping along the access road and within the northeast corner of the property
- Ensuring that all visitor vehicles are clear of the site and the access road, by the end of daytime hours (7:00 a.m. - 7:00 p.m.) because of the 10-decibel "penalty" for nighttime noise (10:00 p.m. - 7:00 a.m.), and California's 5-decibel "penalty" for evening noise (7:00 p.m. - 10:00 p.m.).

4.9.4 Hydrology and Water Quality

All land-clearing and construction should be conducted during the dry season to minimize short-term increases in surface runoff. The planned landscaping and revegetation around the two aeration ponds would minimize long-term runoff increases. Until this revegetation is established, the newly cleared areas should be seeded with a rapidly germinating species. The parking lot area should be constructed on a gentle slope to prevent ponding and facilitate proper drainage through culverts and into Nash Creek. Landscaping in the parking lot would detain some incoming precipitation and decrease the surface runoff in this area.

4.9.4.1 Groundwater Resources. Based on the Kleinfelder (1987) study, perceptible impacts on off-site water levels are expected to occur only during the 60 days of the crush (peak) period. The proposed project is expected to result in small but finite lowering of water levels (Kleinfelder 1987).

Should the County of Napa find impacts to groundwater resources as described in Section 4.4.2.1 and 4.4.2.2 to be substantial, some or all of the following mitigation measures recommended by Kleinfelder (1987) should be employed:

1. The existing pond on Nash Creek might be actively managed to promote recharge. Such management would entail periodic dredging and scarification of the beds of the pond [i.e., lake]. The pond [lake] should be maintained by natural flows (to the extent such flows are available) at the highest possible level to maximize the rate of recharge.
2. Effective erosion control is an important contributor to maintaining rainfall recharge rates in areas of sandy, friable soils. An Erosion Control Program prepared by a licensed professional in the fields of engineering, geology, watershed science, or landscape architecture should be developed and implemented, with specific provisions for maintaining and enhancing rainfall recharge.
3. If owners or operators of wells within 1500 feet of the new winery well provide evidence of significant lowering of water levels due to operation during the crush season, a program to reduce these impacts will be tested and implemented. Significant impacts may be defined for this purpose as lowering the static water level to less than 60 percent of its previous height above the bottom of the well. A program to reduce impacts to less than these levels might include one or more of the following:
 - a. altered hours of pumping designed to minimize propagation of the cone of depression beyond the property line.
 - b. deepening the existing new well.
 - c. providing water from another well located at a greater distance from the property line.
 - d. augmenting pond or stream recharge to offset the effects of pumping.

4.9.4.2 Groundwater Quality. The San Francisco Bay Regional Water Quality Control Board (RWQCB) has ordered Andre F. Bosc to comply with a self-monitoring program to ensure compliance with the waste discharge. The applicant is required to treat and dispose of wastes as required by the stipulations set forth in the tentative order for St. Michael's Winery (Water Quality Control Board, April 12, 1985). Failure to comply will result in a requirement for temporary or permanent reduction or elimination of authorized discharge.

"B"
 PAGE 10 OF 13

The San Francisco Bay Region Water Quality Control Board has set the following discharge specifications:

For the Aeration Ponds.

- The ponds shall be adequately protected from erosion, washout and flooding from a rainfall event having a predicted frequency of once in 100 years.
- To prevent threat of overflows, a minimum freeboard of 2 feet shall be maintained in the ponds at all time.
- Waste at the surface of the ponds shall meet the following quality limits at all times:
In any grab sample:

Dissolved Oxygen	2.0 mg/l minimum
Dissolved Sulfide	0.1 mg/l maximum
pH	6.0 minimum
	9.0 maximum
- Total waste discharged to the pond system shall not exceed 6000 gallons per day (annual average)
- The ponds shall be lined or sealed so that percolation of waste into subsurface soils has a rate of less than 10^{-6} cm/sec.

For the Evaporation/Percolation Ponds.

- The wastewater applied to the disposal ponds shall at all times be an adequately treated wastewater, and shall meet the following quality limits:

In any grab sample:

BOD ₅	40.0 mg/l maximum
Settleable Solids	0.5 mg/l-hr. maximum
Dissolved Oxygen	2.0 mg/l minimum
Dissolved Sulfide	0.1 mg/l maximum

The application of wastewater to the disposal pond shall be discontinued during any period in which there is reason to believe the limits specified above are not being met. "B"
11 13

- A minimum freeboard of 1 foot in the disposal ponds must be kept all the time during the disposal period (April 15 through October 15).

4.9.5 Transportation and Circulation

Impacts to existing roadway and traffic conditions would be minimal except for left turns from Highway 29 into the winery entrance. Vehicles waiting to make a left turn could present a hazard or could interfere with traffic flow. To mitigate this impact, the project applicant has proposed to construct a left-turn lane on the northbound section of Highway 29 at the winery entrance.

This turn lane would be constructed to highway design standards and a portion of Highway 29 may require minor widening to accommodate the added turn lane. The applicant would apply to obtain an Encroachment Permit from Caltrans, which will be required prior to any work being conducted in a state highway right-of-way. Caltrans would review all plans and specifications for any roadway improvements.

An additional archaeological survey of the potentially disturbed area along the highway right-of-way will be conducted by a qualified professional archaeologist after design of the left-turn lane is completed. The results of the archaeological survey and recommended action will be submitted directly to Caltrans for their approval, prior to the issuance of the encroachment permit from Caltrans.

DRAFT

KLEINFELDER

PLANNING DEPT.
 "B"
 PAGE 12 OF 13

7 MITIGATION PROGRAM

7.1 POTENTIAL NEEDS FOR MITIGATION

The California Environmental Quality Act calls for identifying impacts which may "substantially degrade or deplete ground water resources" and recommending measures for mitigation of significant impacts.

Impacts on the extent of the ground water resource or its availability have been shown to be small relative to annual recharge and very small relative the volume or extent of the aquifer.

Perceptible impacts on offsite water levels will be limited to the 60 days of the crush. The proposed project is expected to result in small but finite lowering of water levels.

1. Pumping during the crush is expected to result in a seasonal cone of depression within the aquifer which will be replenished annually.
2. The nearest well on adjoining parcels is thought to be approximately 900 feet away. Drawdown at this distance is expected to increase gradually to between 2 and 6 feet after 60 days of pumping. The estimates are based on several conservative assumptions, such as assumed fully-confined conditions within the aquifer. The actual drawdown may be less.
3. The offsite effects of the pumping are typical of well-interference patterns associated with most upland uses.
4. The proposed program of pumping will result in moderate increases in the costs of lifting water from the Heitz well, and, to a lesser extent, from other wells further removed from the point of ground water extraction. These additional costs will be incurred for a period of about 60 days per year.
5. Offsite effects on static water levels are small relative to the depth of the aquifer and relative to the reported functioning depths of nearby wells. The additional drawdown, while adding to costs, is not likely to appreciably diminish yields of properly-constructed and maintained wells.

DRAFT

KLEINFELDER

"B"


7.2 POTENTIAL MITIGATION MEASURES

PAGE 13 OF 13

Should the County of Napa find these impacts to be substantial, some or all of the following mitigation measures might be employed:

1. The existing pond on Nash Creek might be actively managed to promote recharge. Such management would entail periodic dredging and scarification of the beds of the pond. The pond should be maintained by natural flows (to the extent such flows are available) at the highest possible level to maximize the rate of recharge.
2. Effective erosion control is an important contributor to maintaining rainfall recharge rates in areas of sandy, friable soils. An Erosion Control Program prepared by a licensed professional in the fields of engineering, geology, watershed science, or landscape architecture should be developed and implemented, with specific provisions for maintaining and enhancing rainfall recharge.
3. If owners or operators of wells within 1500 feet of the new winery well provide evidence of significant lowering of water levels due to operation during the crush season, a program to reduce these impacts will be tested and implemented. Significant impacts may be defined for this purpose as lowering the static water level to less than 60 percent of its previous height above the bottom of the well. A program to reduce impacts to less than these levels might include one or more of the following:
 - a. altered hours of pumping designed to minimize propagation of the cone of depression beyond the property line.
 - b. deepening the existing new well
 - c. providing water from another well located at a greater distance from the property line
 - d. augmenting pond or stream recharge to offset the effects of pumping.

I AGREE TO INCLUDE THE ABOVE MITIGATION MEASURES IN THIS PROJECT.


Andre Bosc

10/4/87
Date



TRENT CAVE, R.S.
Director of Environmental Health

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NAPA COUNTY

NOV 23 1987

DEPARTMENT OF
ENVIRONMENTAL HEALTH

NAPA COUNTY DEPARTMENT OF
DEVELOPMENT & PLANNING

1995 THIRD STREET, ROOM 205 • NAPA, CALIFORNIA 94559-3082
AREA CODE 707/253-4471

PLANNING DEPT.
EXHIBIT C
PAGE 1 OF 17

MEMORANDUM

11-23-87

To: Napa County Planning Department - James Hickey, Director
From: Department of Environmental Health - Tim Snellings, R.S. *TS*
Subject: Use Permit Application of Andre Bosc/ St. Michael Vineyards
Located at Highway 29

A.P.# 20-230-01, 20-390-06 FILE # U-278485 I.S.# EIR 023

We have reviewed the above proposal and recommend approval of the use permit providing the following are included as conditions of approval :

- 1) That the applicant secure a discharge requirement or waiver of same, from the Regional Water Quality Control Board for the proposed waste water system.
- 2) That a permit for the sewage disposal system be secured from the Department of Environmental Health prior to issuance of a building permit.
- 3) Plans for the proposed private sewage disposal system shall be designed by a licensed Civil Engineer or Registered Sanitarian and be accompanied by complete design criteria based upon local conditions and shall be subject to approval by the Department of Environmental Health prior to issuance of any permits.
- 4) The applicant shall maintain regular monitoring of the waste water system as required by the Department of Environmental Health and submit quarterly compliance reports. An annual permit is required.
- 5) Since the proposed ponds are to be installed on a separate parcel from the facility they are to serve, an agreement to grant a sewage easement must be filed with the Department of Environmental Health prior to issuance of sewage permits.
- 6) That the water supply system comply with the California Safe Drinking Water Act. This will require an annual permit from the Department of Environmental Health. A plan review of the water system will also be required.
- 7) That all solid waste be stored and disposed of in a manner to prevent nuisances or health threats from insects, vectors and odors.

cc : R. Gregory Rodeno, 2140 Jefferson Street, Napa, CA 94558

TS/ts WD-4

27

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1013



JAMES H. HICKER
DIRECTOR

NAPA COUNTY

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JAN 8 1985

Napa County Conservation,
Development & Planning Department

CONSERVATION — DEVELOPMENT
AND PLANNING DEPARTMENT

1195 THIRD STREET, ROOM 210 - NAPA, CALIFORNIA 94558
AREA CODE 707/253-4416

CALIFORNIA REGIONAL WATER

PERMIT APPLICATION AND INITIAL STUDY
REQUEST FOR COMMENTS

QUALITY CONTROL BOARD

TO: S. F. Bay Regional Water Quality

APPLICATION TITLE: St. Michael Winery FILE #: U-278485

RESPONSE REQUEST DATE: 12/21/84 RESPONSE RETURN DATE: 1/5/85

This application (see enclosed project description and/or raps) is being sent to you for your review and comment.

With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AB 334, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project ☒ Yes ☐ No
2. Do you recommend: ☐ Approval ☐ Denial ☒ No Recommendation
3. Recommend conditions-of-approval (use additional page if needed);

4. Are you a responsible agency? ☒ Yes ☐ No: If yes, indicate required permits: Waste Discharge Requirements for the proposed discharge of combined industrial waste and domestic waste at the winery site.
5. Indicate areas of environmental concern and availability of appropriate technical data: The Winery has submitted Report of Waste Discharge supplemented by consultant's technical report to this Regional Board. Said application for waste discharge requirements is under review by the Regional Board staff.
6. Do you recommend: ☐ Negative Declaration ☐ Environmental Impact Report
7. Have you previously reviewed an application on any portion of this project?
☒ Yes ☐ No
8. Name of contact person: Randy Lee Telephone: (415) 464-1309

Response Prepared by: _____
Title: Area Engineer
Date: 1/4/85

May 29, 1981



JAMES H. HICKET
DIRECTOR

NAPA COUNTY

RECEIVED
JAN 8 1985

Napa County Conservation,
Development & Planning Department

1 Feb
File No.: 2138.02
**CONSERVATION — DEVELOPMENT
AND PLANNING DEPARTMENT**

1195 THIRD STREET, ROOM 210 - NAPA, CALIFORNIA 94558
AREA CODE 707/253-4416

CALIFORNIA REGIONAL WATER

PERMIT APPLICATION AND INITIAL STUDY

REQUEST FOR COMMENTS

QUALITY CONTROL BOARD

TO: S. F. Bay Regional Water Quality

APPLICATION TITLE: St. Michael Vineyards FILE #: U-278485

RESPONSE REQUEST DATE: 12/21/84 RESPONSE RETURN DATE: 1/3/85

This application (see enclosed project description and/or maps) is being sent to you for your review and comment.

With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AB 334, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project? ☒ Yes ☐ No
2. Do you recommend: ☐ Approval ☐ Denial ☒ No Recommendation
3. Recommend conditions-of-approval (use additional page if needed);

4. Are you a responsible agency? ☒ Yes ☐ No. If yes, indicate required permits: Waste Discharge Requirements for the proposed discharge of combined industrial waste and domestic waste at the winery site.
5. Indicate areas of environmental concern and availability of appropriate technical data: The Winery has submitted Report of Waste Discharge supplemented by consultant's technical report to this Regional Board. Said application for waste discharge requirements is under review by the Regional Board staff.
6. Do you recommend: ☐ Negative Declaration ☐ Environmental Impact Report
7. Have you previously reviewed an application on any portion of this project?
☒ Yes ☐ No
8. Name of contact person: Randy Lee Telephone: (415) 464-1309

Response Prepared by: _____

Title: Area Engineer

Date: 1/4/85

May 29, 1981

- 1) - That the applicant secure a discharge requirement or waiver of same, from the Regional Water Quality Control Board for the proposed waste water system.
- 2) - That plans for the proposed private sewage disposal system shall be designed by a licensed civil engineer and be accompanied by complete design criteria based upon local conditions and shall be subject to approval by the Department of Environmental Health prior to issuance of any permits.
- 3) - That a permit for the sewage disposal system be secured from the Department of Environmental Health prior to issuance of a building permit.
- 4) - That the applicant shall maintain regular monitoring of the waste water systems required by the Division of Environmental Health and submit quarterly.
- 5) - Since some of the proposed ponds are to be installed on a separate parcel from the facility it is to serve, an agreement to grant a sewage easement must be filed with the Department of Environmental Health prior to issuance of sewage permits.
- 6) - That the water supply system comply with the California Safe Drinking Water Act. This will require an annual permit from the Department of Environmental Health. A plan review of the water system will also be required.
- 7) - That prior to drilling any wells, a well permit be obtained from the Department of Environmental Health.
- 8) - That prior to issuance of any building permits complete plans containing equipment layout, finish schedule and plumbing plans for the food and beverage facilities and employee restrooms be submitted for review and approval by the County Department of Environmental Health. An annual food permit will also be required.
- 9) - That all solid waste be stored and disposed of in a manner to prevent nuisances or health threats from insects, vectors and odors.
- 10) - That the applicant comply with provisions of the California Health and Safety Code Division 5, Part 2, Chapter 7.5 regarding bottled water facilities.

RH:km
cc: St. Michael Vineyard
James Elmendorf



JAMES H. HICKEY
DIRECTOR

NAPA COUNTY

PLANNING DEPT.

EXHIBIT

C

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CONSERVATION - DEVELOPMENT
AND PLANNING DEPARTMENT

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1195 THIRD STREET, ROOM 210 NAPA, CALIFORNIA 94558
AREA CODE 707/253-4416

NOV 20 1987

RECEIVED

NOV 17 1987

PERMIT APPLICATION AND INITIAL STUDY
NAPA COUNTY DEVELOPMENT & PLANNING DEPT. FOR COMMENTS

PUBLIC WORKS DEPT.
COUNTY OF NAPA

TO: Public Works

APPLICATION TITLE: ANDRE BOSCH/st. Mich. Vgls FILE #: U-278485

RESPONSE REQUEST DATE: 11-17-87 RESPONSE RETURN DATE: 11-23-87

This application (see enclosed project description and/or maps) is being sent to you for your review and comment.

With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AB 334, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project ☐ Yes ☐ No
2. Do you recommend: ☐ Approval ☐ Denial ☐ No Recommendation
3. Recommend conditions-of-approval (use additional page if needed);
Our comments dated March 8, 1985 are still applicable.
4. Are you a responsible agency? ☐ Yes ☐ No. If yes, indicate required permits:
5. Indicate areas of environmental concern and availability of appropriate technical data:
6. Do you recommend: ☐ Negative Declaration ☐ Environmental Impact Report
7. Have you previously reviewed an application on any portion of this project?
☐ Yes ☐ No
8. Name of contact person: _____ Telephone: 253-4951

Response Prepared by: J.B. Klein
Title: Civ. Engr
Date: 11-19-87

May 28, 1981



NAPA COUNTY

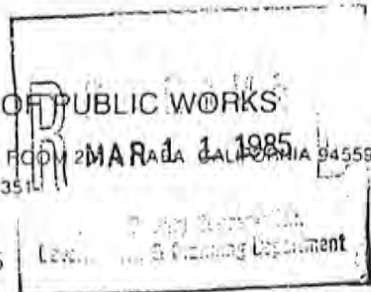
HARRY D. HAMILTON
Director of Public Works

County Surveyor — County Engineer
Road Commissioner

DEPARTMENT OF PUBLIC WORKS

1195 THIRD STREET • ROOM 201 NAPA, CALIFORNIA 94559
AREA CODE 707-253-4351

March 8, 1985



Conservation, Development,
and Planning Commission
1195 Third Street - Rm 201
Napa, Calif. 94559

RE: State Route 29, Near Maple Lane
U-278485
St. Michael Vineyards
(IS# 1869)

Commissioners:

This application is for a winery having an ultimate annual capacity of 250,000 gallons per year and public tours and tasting. There will be a water bottling plant at the winery.

It is recommended that:

- 1) A left turn storage lane is to be constructed on State Route 29 to direct northbound traffic wishing to turn into the facility.
- 2) Access roads that are intended for use by the general public visiting the winery, are to have a minimum structural section equivalent to 2 inches of asphalt concrete on 5 inches of Class II aggregate base and a minimum width of 20 feet with a 4 foot graded shoulder on each side.
- 3) Parking areas that are intended for use by the general public are to have the same minimum structural section indicated in (2).
- 4) Winery and cave storage related roadways and parking areas which are intended for use by delivery and other non-general public vehicles are to be signed as such and are to have a minimum structural section equivalent to a double seal coat on 5 inches of Class II aggregate base. The roadways in this category shall have a minimum width of 16 feet with a 4 foot graded shoulder on each side.
- 5) On site grading shall be accomplished so as to avoid the diversion or concentration of storm water runoff onto adjacent properties.

PLANNING DEPT.

EXHIBIT

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Conservation, Development
and Planning Commission
March 4, 1985
Page 2

- 6) The above improvements and any necessary drainage improvements are to be constructed according to plans prepared by a registered Civil Engineer and reviewed and approved by the County Engineer. A plan check and inspection fee equal to 3% of the estimated cost of the above improvement is to be submitted to this office.
- 7) All construction performed in the right of way of State Route 29 is to be done under an Encroachment Permit available from CAL-TRANS.

This ends the recommendations. Should the applicant contemplate expansion which will utilize presently designated vineyard maintenance roads then it is respectfully suggested that their alignment and roadbed width be determined at an early stage so as to facilitate their integration into the proposed expansion.

Culverts for service roads crossing Nash Creek should be sized so as to not cause drainage problems, and should be constructed to the highest and best standards consistent with the applicant's goals.

Very truly yours,

HARRY D. HAMILTON, P.E.
Director of Public Works

by 
Ernest D. Cabral, P.E.
Special Projects Engineer

EJC: tro

cc: St. Michaels Vineyards
3999 Highway 29 N.
Calistoga, Calif. 94515

PLANNING DEPT.

EXHIBIT C
PAGE 4 OF 17

DEPARTMENT OF TRANSPORTATION

BOX 7310

SAN FRANCISCO, CA 94120

(415) 923-4444



December 11, 1987

NAP-029-PM-33.8

SCH# 85070921

NP029064

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DEC 17 1987

James O'Loughlin
Napa County Conservation Development
and Planning Department
1195 Third Street, Room 210
Napa, CA 94558

NAPA COUNTY CONSERVATION
DEVELOPMENT AND PLANNING DEPT.

Re: St. Michael's Winery Permit Application

Dear Mr. O'Loughlin:

Thank you for including Caltrans in the review process for the above referenced referral.

According to Section 205.1 of the Highway Design Manual, "access openings on access controlled highways should not be closer than 1/2 mile from a public road. The proposed driveway for this project would be unacceptable to Caltrans for this reason. Perhaps an alternative entrance could be designed from Peterson Drive or across from Maple Lane.

Any work performed within State right of way will require an encroachment permit from Caltrans. To apply for a permit, please contact:

Permit Engineer
P. O. Box 7310
San Francisco, CA 94120
(415) 557-1984

Should you have any questions regarding these comments, please contact Don Steiger of my staff at (415) 557-9139.

Sincerely yours,

BURCH C. BACHTOLD
District Director

by

Gary F. Adams
GARY F. ADAMS
District CEQA Coordinator

PLANNING DEPT.

EXHIBIT C
PAGE 5 OF 17



DEPARTMENT OF FORESTRY
Lake-Napa Ranger Unit
1572 Railroad Avenue
St. Helena, CA 94574

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NOV 30 1987

NAPA CO. CONSERVATION
DEVELOPMENT & PLANNING DEPT
Date: November 23, 1987
Subject: Andre Bosc/St. Mich. Vine.
File #: U-278485
IS #: 1869

Napa County Conservation,
Development & Planning Commission
Room 210
1195 Third Street
Napa, CA 94558

Gentlemen:

We have reviewed the original permit application and the supplement permit application and find no changes in the structure size. Thus our recommendations remain the same as the original recommendations dated January 9, 1985, U-278485, IS# 1869.

BYRON J. CARNIGLIA
Ranger-In-Charge

BY:



Don Ferguson
Operations Officer

DF/cc1

PLANNING DEPT.
EXHIBIT C
PAGE 6 OF 17

DEPARTMENT OF FORESTRY

Lake-Napa Ranger Unit
1572 Railroad Avenue
St. Helena, CA 94574
(707) 963-3601



Date: January 9, 1985

Subject: St. Michaels Vineyards
U-278485
IS# 1869

Napa County Conservation,
Development & Planning Commission
Room 210
1195 Third Street
Napa, CA 94558

Gentlemen:

We have reviewed the subject application and offer the following comments:

SEE ATTACHED SUPPLEMENT.

PLANNING DEPT.
EXHIBIT C
PAGE 7 OF 17



BYRON J. CARNIGLIA
Ranger-In-Charge

BY: *Don Ferguson*
Don Ferguson
Operations Officer

CONSERVATION IS WISE USE—KEEP CALIFORNIA GREEN AND GOLDEN

Water Audit_Sattui_000125

St. Michael Vineyards

File # U-278435

SUPPLEMENT

1. Required Fire Flow:
 Base $(4,025,000 \text{ Cu ft.} \div 400) = 10,100 \text{ gpm}$
 Net Adjusted $(10,100 - 700) = 9,400 \text{ gpm}$
 at 20 PSI dynamic.
2. Required On Site Fire Protection Water Supply:
 $(9,400 \text{ gpm} \times 60 \text{ Min.}) = 564,000 \text{ gals.}$
3. Fire Protection Water Main System:
 The water main system to serve the domestic and fire protection needs of this proposed building shall be designed in full accord with American Water Works Association Class I water system standards. It shall be a full grid and looped system having not less than eight (8) inches inside diameter piping, valves and other components. This system must provide a constant fire flow (gpm) at any fire hydrant which is a component of the system of not less than 1500 gpm at 20 PSI dynamic for a period of not less than 2 hours. The water system shall be zoned with isolation valves.
4. Fire Hydrants:
 A minimum of six (6) full NFPA steamer type fire hydrants shall be installed at strategic locations which will be determined by the Fire Warden. These hydrants shall have at least two (2) each two and a half (2½") inch National Hose Threaded male outlets equipped with caps and security chains, and one (1) each four and one half (4½") inch National Hose Threaded male outlet equipped the same as above. These hydrants may be of the dry barrel or the wet barrel type. Piping to each hydrant shall be not less than six (6) inches in inside diameter and all hydrants are to be installed in full accord with NFPA standards.
5. Fire Service Water Supply Booster Pump:
 It is noted that the proposed water storage for fire protection purposes is in a lake on the plot plan. The evaluation differential between the lake and the building site is not sufficient to create the water pressure needed by gravity flow. To compensate for this, a fire pump is required. It may be powered by internal combustion engine or a electrical motor. This pump must be rated in full accord with NFPA standards to discharge 3000 gpm at 100 PSI. If a booster pump is used it must be automatically started upon demand and be protected. If the developer chooses to use a water tank in lieu of the lake for fire protection water storage, it may be feasible to locate the tank on the hillside above the proposed building. If this were done the elevation differential should be sufficient to allow a static water pressure at each fire hydrant of not less than 100 PSI. If this were achieved, the required fire pump would not be needed.
6. Fire Detection and Alarm System:
 A full service, 24 hour monitored NFPA approved fire detection and fire alarm system is required. This system must be of a "zoned type" complete with indicator panel which will be located in such a way as to be visible to fire service personnel from an outside position. This panel shall be capable of the following functions:

PLANNING DEPT.

EXHIBIT

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Fire Detection and Alarm System (continued):

1. System status by zone
2. Reset of system by zone
3. Trouble indicator by zone
4. Disable by zone
5. Test by zone
6. Audible alarm silencing by zone

7. Automatic Fire Sprinkler System:

The entire building including attics, basements, passageways and function areas shall be protected by a calculated flow automatic fire sprinkler system designed, installed, tested and maintained in full accord with NFPA pamphlet 13 and applicable state and local laws.

This system shall be equipped with post indicators, fire department connections, audible water flow alarm, electronic alarm relay switch and drains as needed.

8. Roadways:

Roadway access from the State Highway to and around the building must provide year round all weather access for heavy fire apparatus and other emergency equipment. The roadway shall be at least two traffic lanes in width to allow unrestricted passage of two full sized vehicles travelling in opposite directions at any point. Maximum grade shall not exceed 20% except for short distances. Minimum center line curve radius shall be not less than 40 feet. Necessary drainage improvements must be provided. Any required culverts or bridges shall have a minimum load carrying capacity of 20 tons. Overhead clearance of limbs, trees, etc. shall be a minimum of 14 feet.

9. This site lays within the defined high fire hazard area of the County. Because of this fact, all roofing material must be fire resistive.

If you have any questions, please contact Fire Captain Tom Horgan at 953-4343.

PLANNING DEPT.

EXHIBIT C
PAGE 9 OF 17



JAMES H. HICKEY
DIRECTOR

NAPA COUNTY

PLANNING DEPT.

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10 17
PA ~~CONSERVATION~~ DEVELOPMENT
AND PLANNING DEPARTMENT

1195 THIRD STREET, ROOM 210 • NAPA, CALIFORNIA 94558
AREA CODE 707/253-4416

FEIR-023
+ Supplement
15# (9/87)

RECEIVED NOV 24 1987

RECEIVED

NOV 24 1987

PERMIT APPLICATION AND INITIAL STUDY
REQUEST FOR COMMENTS

NAPA CO. CONSERVATION
DEVELOPMENT & PLANNING DEPT.

TO: Napa Co. Mosquito Abatement Dist
APPLICATION TITLE: ANDRE BOSCH/st. Mich. Vgls FILE #: U-278485
RESPONSE REQUEST DATE: 11-17-87 RESPONSE RETURN DATE: 11-23-87

This application (see enclosed project description and/or maps) is being sent to you for your review and comment. With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AB 334, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project ☐ Yes ☒ No
2. Do you recommend: ☐ Approval ☐ Denial ☒ No Recommendation
3. Recommend conditions-of-approval (use additional page if needed);

SEE ATTACHED GUIDELINES

4. Are you a responsible agency? ☐ Yes ☒ No. If yes, indicate required permits: _____
5. Indicate areas of environmental concern and availability of appropriate technical data: _____
6. Do you recommend: ☐ Negative Declaration ☐ Environmental Impact Report
7. Have you previously reviewed an application on any portion of this project?
☐ Yes ☒ No
8. Name of contact person: KEN CARDEN Telephone: 226-3915

Response Prepared by: KEN CARDEN
Title: FOREMAN
Date: 11-24-87

May 28, 1981

Water Audit_Sattui_000128

NAPA COUNTY
Mosquito Abatement District
 P. O. Box 655 - 964 Imola Avenue West
 Napa, California 94558
 226-3915

PLANNING DEPT.
 EXHIBIT C
 DATE 11-17-82

GUIDELINES FOR MOSQUITO PREVENTION,
 WEED CONTROL AND MAINTENANCE IN WASTEWATER PONDS

A. Access to ponds for maintaining Mosquito Control, Weed Control, and Aquatic Midge (gnats) Control.

1. Good access road to ponds.
2. All levees, cross levees, and dikes wide enough for vehicular traffic (minimum 12 feet).
3. Keys to locks or a place for Mosquito Abatement District lock on any gate to ponds.
4. Fences on outside of levees enough to facilitate vehicular traffic.
5. All levees, cross levees, and dikes clear of obstructions (pipes, pumps, electrical boxes, fuel tanks, etc.) to permit vehicular traffic.

B. Weed Control

1. Property owners shall furnish soil sterilant (Aatrex, Krovar, Karmex, etc.).
2. Mosquito Abatement District will apply on yearly basis.

C. Aquatic Midge Control

1. Be able to launch boat in ponds (or lakes) for midge control.

NOTE: Any pond, lake, or reservoir, is a good potential midge source.



NAPA COUNTY

JAMES H. HICKEY
DIRECTOR

CONSERVATION — DEVELOPMENT AND PLANNING DEPARTMENT

1195 THIRD STREET, ROOM 210 • NAPA, CALIFORNIA 94558
AREA CODE 707/253-4416

DEC 24 1987

EXHIBIT

C

NOV 18 1987

YOUNTVILLE

PAGE 12 OF 17
PERMIT APPLICATION AND INITIAL STUDY
REQUEST FOR COMMENTS

TO: Dept of Fish & Game
APPLICATION TITLE: ANDRE BOSCH/st. Mich. Vgls FILE #: U-278485
RESPONSE REQUEST DATE: 11-17-87 RESPONSE RETURN DATE: 11-23-87

This application (see enclosed project description and/or maps) is being sent to you for your review and comment.

With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AB 334, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project? ☐ Yes ☒ No
2. Do you recommend: ☐ Approval ☐ Denial ☒ No Recommendation
3. Recommend conditions-of-approval (use additional page if needed);

All earthwork to be stabilized ASAP to prevent sedimentation.



Responsible agency? ☐ Yes ☒ No. If yes, indicate required

Areas of environmental concern and availability of appropriate data:

6. Do you recommend: ☐ Negative Declaration ☐ Environmental Impact Report
7. Have you previously reviewed an application on any portion of this project?
☐ Yes ☒ No
8. Name of contact person: _____ Telephone: _____

Response Prepared by: _____
Title: _____
Date: _____

May 28, 1981



NAPA COUNTY

JAMES H. HICKEY
DIRECTOR

RECEIVED

NOV 24 1987

PLANNING DEPT.

EXHIBIT C

PAGE 13 OF 17

CONSERVATION — DEVELOPMENT
AND PLANNING DEPARTMENT

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AREA CODE 707/253-4416

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NOV 25 1987

Dept. of Alcoholic Beverage Control
Santa Rosa

PERMIT APPLICATION AND INITIAL STUDY
REQUEST FOR COMMENTS

NAPA COUNTY CONSERVATION
DEVELOPMENT & PLANNING DEPT.

TO: Dept of Alcoholic Beverage Control
APPLICATION TITLE: ANDRE BOSCH/st. Mich. Vg. FILE #: U-278485
RESPONSE REQUEST DATE: 11-17-87 RESPONSE RETURN DATE: 11-23-87

This application (see enclosed project description and/or maps) is being sent to you for your review and comment.

With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AB 334, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project ☒ Yes ☐ No
2. Do you recommend: ☐ Approval ☐ Denial ☒ No Recommendation
3. Recommend conditions-of-approval (use additional page if needed);

4. Are you a responsible agency? ☒ Yes ☐ No. If yes, indicate required permits: Winegrowers License

5. Indicate areas of environmental concern and availability of appropriate technical data:

6. Do you recommend: ☐ Negative Declaration ☐ Environmental Impact Report

7. Have you previously reviewed an application on any portion of this project?

☐ Yes ☒ No

8. Name of contact person: Dave Williams Telephone: 707 576-2165

Response Prepared by: P. Davis
Title: Supervising Sg. Insp.
Date: 11/24/87

May 28, 1981

Water Audit_Sattui_000131

RECEIVED
FEB 1 1985



Napa County Resource Conservation District

1834 SOSCOL AVE., SUITE 200 • NAPA, CA 94559 • PHONE (707) 252-4188

Napa County Conservation,
Development & Planning Department

February 14, 1985

Napa County Conservation, Development
and Planning Department
1195 Third Street
Napa, CA 94559

PLANNING DEPT.

EXHIBIT C
PAGE 14 OF 17

RE: Land Use Permit Application:
St. Michael Vineyards (Andre Bosc)

Your File No: U-278485

Thank you for the opportunity to review and comment on the referenced documents.

Due to the erosion hazard of developing additional vineyard, winery, roads and ponds, a comprehensive erosion control plan should be developed. The following items should be addressed in such a plan:

1) Adjoining properties, roads and drainageways should be protected from sedimentation. Perimeter ditches, berms or silt fences, or sediment-retention ponds could be used for this protection. Clearing for a vineyard above Nash Creek will create an especially high erosion and sedimentation hazard to the creek.

2) The soils in the proposed vineyard sites have slopes ranging from 25% to over 40%. The erosion hazard ranges from moderate to very high. Some of the proposed vineyard sites contain defined swales. Erosion will result from clearing and grading to install terraces, producing excessive runoff over disturbed areas. The comprehensive plan should include erosion control provisions on the vineyard, i.e. among other items:

- a. Proper site selection, to avoid unstable areas such as existing and potential slide-hazardous areas and large drainages.
- b. Proper layout of terraces.
- c. Use of diversions.
- d. Installation of drainage systems of adequate size.
- e. Use of cover crops, temporary and permanent.

The Soil Conservation Service can provide assistance in preparing an erosion control plan.

3) The aeration ponds appear to be located in a steep swale. A large fill embankment will be needed to create the ponds. The following concerns should be addressed:

- a. According to the Napa County Soil Survey, the soil has a coarse texture, a permeability of 2-6"/hr., and is shallow. What measures will be taken to insure against leaking?
- b. What erosion control measures will be used to prevent erosion on the pond face?
- c. How will water presently carried in the swale be routed? What measures will be taken to prevent this water from eroding the pond fill or a new drainage swale, if created?

MORE.....

CONSERVATION DEVELOPMENT SELF-GOVERNMENT

St. Michael Vineyard/Andre Bosc -

Page 2

- 4) The evaporation ponds are planned for a steep area adjacent to the road. A large cut will be needed to create a flat area for the ponds. What measures will be taken to insure that these cuts and fills will not cause erosion or land slide problems?
- 5) How will the cave excavation material be disposed of?
- 6) What erosion control measures are planned for cuts, fills, and other disturbed areas around the roads, winery, and ponds? Recommended measures include:
- a. Diverting surface water from disturbed areas and carrying it in a non-erosive manner to outlets protected against erosion.
 - b. Proper surfacing of road and roadside ditches to prevent erosion.
 - c. The use of benches or diversion terraces on long cuts or fills to carry off water.
 - d. Seeding, mulching, and fertilizing disturbed areas before Oct. 1.

The District recommends that the foregoing questions and concerns be satisfactorily resolved prior to the issuance of the Use Permit requested by Mr. Bosc.

Sincerely,

Charles MacDonald

Charles MacDonald
President

PLANNING DEPT.

EXHIBIT C
PAGE 15 OF 17

ISS: 1067



NAPA COUNTY

CONSERVATION — DEVELOPMENT AND PLANNING DEPARTMENT

JAMES H. HICKEY
DIRECTOR

PLANNING DEPT.
C

1195 THIRD STREET, ROOM 210 - NAPA, CALIFORNIA 94558
AREA CODE 707/253-4416

EXHIBIT 16 OF 17
PAGE

PERMIT APPLICATION AND INITIAL STUDY REQUEST FOR COMMENTS

TO: Building Dept.
APPLICATION TITLE: St. Michael Vineyard FILE #: U-278485
RESPONSE REQUEST DATE: 2/21/84 RESPONSE RETURN DATE: 1/5/85

This application (see enclosed project description and/or raps) is being sent to you for your review and comment.
With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AB 334, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project? ☒ Yes ☐ No
2. Do you recommend: ☐ Approval ☐ Denial ☒ No Recommendation
3. Recommend conditions-of-approval (use additional pages if needed);
NONE

4. Are you a responsible agency? ☒ Yes ☐ No. If yes, indicate required permits: Building, Mechanical, Plumbing AND ELECTRICAL PERMITS

5. Indicate areas of environmental concern and availability of appropriate technical data:

6. Do you recommend: ☐ Negative Declaration ☐ Environmental Impact Report
7. Have you previously reviewed an application on any portion of this project?
☐ Yes ☒ No
8. Name of contact person: BILL J. CRENSHAW Telephone: 253 4376

Response Prepared by: Bill Crenshaw
Title: Supv. Bldg Dept
Date: 1/5/85

May 24, 1981

ISS: 1861



NAPA COUNTY

CONSERVATION — DEVELOPMENT AND PLANNING DEPARTMENT

JAMES H. HICKEY
DIRECTOR

PLANNING DEPT.

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AREA CODE 707/253-4416

EXHIBIT C
PAGE 17 OF 17

PERMIT APPLICATION AND INITIAL STUDY REQUEST FOR COMMENTS

TO: Assessor's
APPLICATION TITLE: St. Michael Vineyards FILE #: U-278485
RESPONSE REQUEST DATE: 12/21/84 RESPONSE RETURN DATE: 1/5/85

This application (see enclosed project description and/or maps) is being sent to you for your review and comment.
With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

Please advise us as to which of your permits is required, your environmental concerns, and whether you recommend that a Negative Declaration or an Environmental Impact Report be prepared on this project. Due to the provisions of AD 394, it is essential that we receive your comments within the next 10 days.

General Questions

1. Do you have jurisdiction by law over this project ☐ Yes ☒ No
2. Do you recommend: ☒ Approval ☐ Denial ☐ No Recommendation
3. Recommend conditions-of-approval (use additional page if needed);

4. Are you a responsible agency? ☐ Yes ☒ No. If yes, indicate required permits:

5. Indicate areas of environmental concern and availability of appropriate technical data: Traffic, Fire, WATER services needed. the addn. water needed from wells - would this lower the water table for neighborhood wells?

6. Do you recommend: ☐ Negative Declaration ☒ Environmental Impact Report
7. Have you previously reviewed an application on any portion of this project?
☒ Yes ☐ No 22 2/5 98
8. Name of contact person: _____ Telephone: _____

Response Prepared by: Dr. Sue
Title: Dr. Dra. Hower
Date: 12/22/84

May 29, 1981

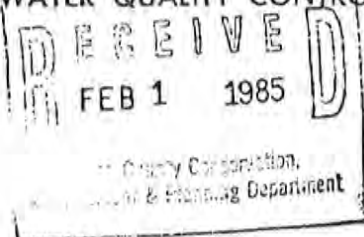
20-230-01
20-390-06
63

STATE OF CALIFORNIA

GEORGE DEUKMEJIAN, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
 SAN FRANCISCO BAY REGION
 1111 JACKSON STREET, ROOM 6040
 OAKLAND 94607

Phone: Area Code 415
 464-1255



January 31, 1985

File No. 2139.3098 (RL)ej

Mr. Jeffrey M. Cooper
 Born, Barrett & Associates
 3184-K Airway Ave.
 Costa Mesa, CA 92626

PLANNING DEPT.

EXHIBIT C
 PAGE 10 OF 21

Dear Mr. Cooper:

Subject: St. Michael Winery, Calistoga, Napa County - Waste
 Discharge Permit Application

This is to confirm our telephone conversation on January 23, 1985 regarding the proposed wastewater treatment and disposal system of the subject winery.

We have received from Garreston Elmendorf Zinov Architects and Engineers a Report of Waste Discharge filed for the St. Michael Winery, supplemented by a technical report prepared by the Born, Barrett & Associates. The technical report discussed in detail the proposed wastewater facilities which treats and disposes of a combined domestic waste and industrial waste generated from the St. Michael Winery and a bottled water facility.

Our reviews of the wastewater facility showed that the system as designed, i.e. to treat and store the waste in holding ponds during wet weather and dispose of them by evaporation/percolation during dry weather, is an acceptable way of wastewater handling in this area. A preliminary study of the water balance calculated for this system also indicates that an appropriate approach has been applied.

However, while a general acceptance of the system design concept has been expressed over the phone during our conversation last week, a closer examination of the assumptions used in the water balance has led me to a somewhat different opinion since then. I believe the discrepancy is basically due to the balance between precipitation and evaporation rate. The original water balance assumes that all the precipitation that falls upon the aeration/storage ponds during wet weather can be totally evaporated during dry weather. In order to check this, I carried

Mr. Jeffrey M. Cooper

-2-

January 31, 1985

out a month-by-month water balance calculation as shown in the attached data sheet No. 1 to properly reflect the actual condition. Unfortunately, partly due to the fact that 10-year seasonal rainfall data must be used and partly due to reduced area available for evaporation, the result is negative. The volume of waste that would be evaporated in the aeration pond is much less than the volume of precipitation that would be added to the ponds (as can be easily seen by comparing column 4 and 5 of the data sheet No. 1). Therefore, additional disposal capacity must be provided to dispose of the net inflow.

My estimation showed that the enlargement of disposal/percolation pond area from 30,000 sq. ft. to 40,000 sq. ft. can serve this purpose satisfactorily. Such estimation has been checked by a similar month-by-month calculation as shown in data sheet No. 2 which is attached as well for your information.

Some notes have been put on the data sheets in an attempt to describe the way the calculation was done. I would appreciate your time and effort expended on checking my calculations. Otherwise, I would look forward to hearing your response regarding this issue at your early convenience. It's been a great pleasure to work with you. Please call me at (415) 464-1309 if you have any questions.

Sincerely,

Randy Lee
Randy Lee
Area Engineer

Enclosures

cc: Mr. Ralph Hunter, Napa County
Dept. of Environmental Health
Mr. James Hickey, Napa County
Conservation Development and
and Planning Dept.

PLANNING DEPT.

EXHIBIT C
PAGE 19 OF 21

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

TENTATIVE ORDER

WASTE DISCHARGE REQUIREMENTS FOR:

ST. MICHAEL WINERY
CALISTOGA, NAPA COUNTY

PLANNING DEPT.

EXHIBIT C

PAGE 20 OF 21

The California Regional Water Quality Control Board, San Francisco Bay Region, (hereinafter called the Board) finds that:

1. The St. Michael Winery (hereinafter called the Discharger) is to be located at 3999 Highway 29 North, south of Calistoga, in Napa County. The Discharger, on December 14, 1984, filed with the Board a Report of Waste Discharge supplemented by consultant's proposal for a wastewater facility which treats and disposes of a combination of industrial and domestic waste.
2. Ultimate production capacity of the winery would be approximately 100,000 cases per year of a mix of champagne, white and red wines by crushing 1,660 tons of grapes annually. In addition, a facility for bottling well water is also proposed which has a production capacity of approximately 50,000 gallons per day. Separate bottling lines and equipment will be used for the bottled water facility.
3. The Discharger proposes to discharge the following wastes:
 - (a) Waste-001 consists of winery process wastes resulting from wine production operations such as crushing, bottling, and cleanup. During the 60-day crushing season (September and October) of each year, the average flow is 14,000 gallons per day (GPD), with a peak flow of as high as 57,600 GPD. During the processing season for the rest of the year, waste flow averages approximately 2,100 GPD.
 - (b) Waste-002 consists of industrial waste from bottled water facility due to cleaning of the bottling equipment and packaging stations. Average flow is estimated to be 2,000 GPD.
 - (c) Waste-003 consists of sanitary wastes generated by the employees of the winery and the bottled water facility, and visitors for wine tasting and tours. Average daily flow is estimated to be approximately 1,100 GPD with an anticipated peak flow of up to 2,400 GPD during summer.
4. Winery process waste (Waste-001) will be screened and settled prior to its combination with Waste-002 and Waste-003 in a pump station wet well. The combined flow is then pumped to

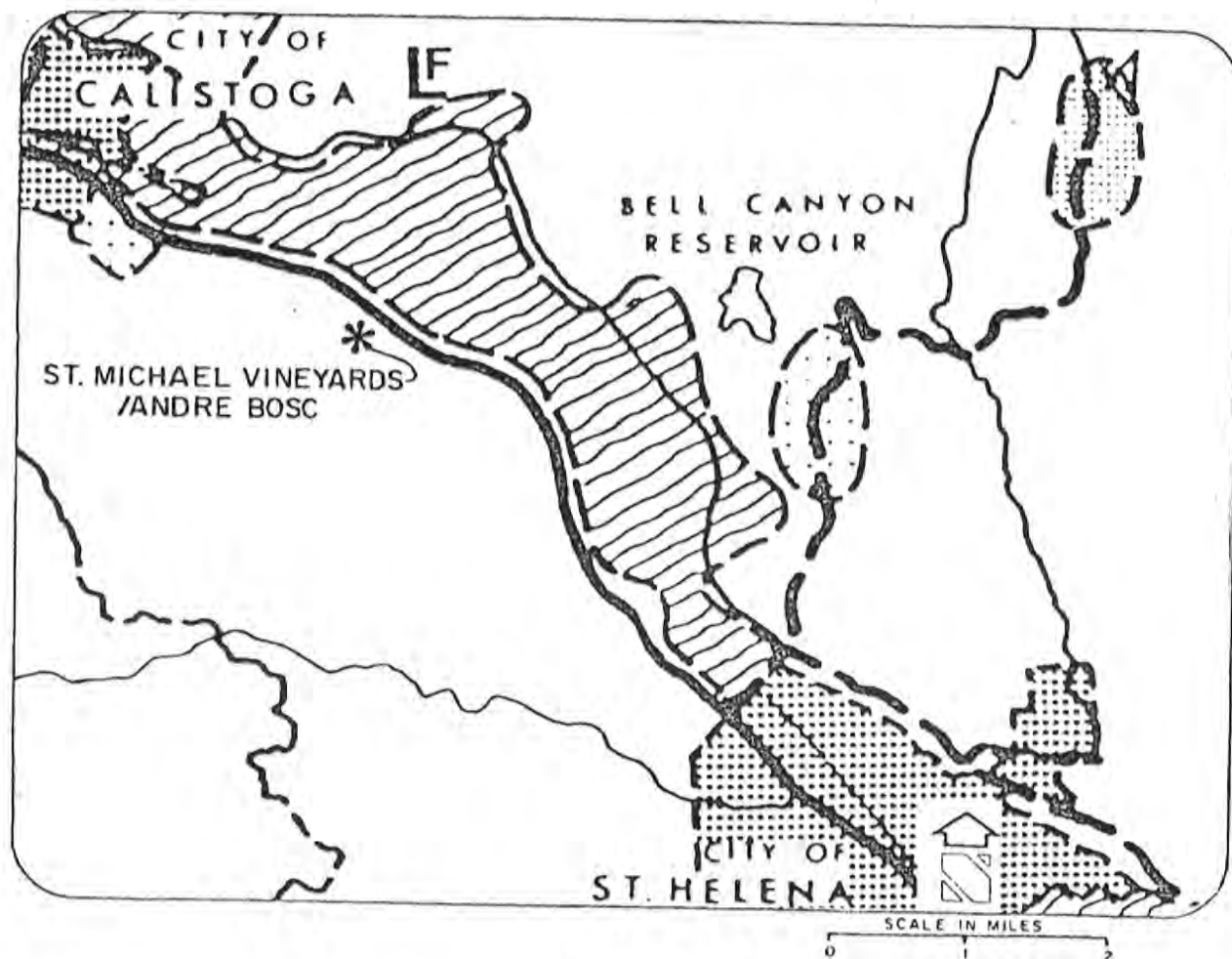
two aerated storage ponds (200'x 100'x 12.5') to receive biological treatment. The aeration ponds would be equipped with mechanical mixers and have a total storage capacity of approximately 1.9 million gallons to provide a retention time of 100 days during wet weather (November through April). The storage pond is designed to store seasonal rainfall which has a recurring frequency of once in ten years while maintaining a freeboard of at least two feet.

5. Final disposal of the treated effluent is accomplished by discharging into two evaporation/percolation ponds during dry weather period (May through October). The disposal ponds have a total surface area of 40,000 square foot with an overall depth of two feet. The pond surface is sized to dispose of an entire year's waste inflow by both evaporation and percolation within the 6-month dry weather period so that no wastewater will be carried over to the next year.
6. A seasonal stream, Nash Creek, bisects the Winery's property and discharges to the Napa River. Minimum distance between the disposal ponds and the Nash Creek is approximately 300 to 400 feet. (see site map in Attachment A)
7. The Board adopted a revised Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) on July 21, 1982. The Basin Plan contains water quality objectives for the Napa River and its tributaries.
8. The beneficial uses contained in the Basin Plan for the Napa River downstream from the vicinity of St. Michael Winery's sewage system are:
 - a. Municipal and domestic water supply
 - b. Agricultural supply
 - c. Water contact recreation
 - d. Non-contact water recreation
 - e. Warm fresh water habitat
 - f. Cold fresh water habitat
 - g. Wild life habitat
 - h. Preservation of rare and endangered species
 - i. Fish migration and spawning
 - j. Navigation
9. The beneficial uses of the Napa Valley groundwaters as set forth in the Basin Plan includes:
 - a. Domestic water supply
 - b. Agricultural water supply
10. The County of Napa determined on the basis of an initial study that the project, as described, will have no significant adverse effect on the environment, and therefore adopted a Negative Declaration regarding this project dated May 1, 1985 in accordance with the California Environmental Quality Act (Public Resources Code Section 2100 et. seq.).

PLANNING DEPT.

EXHIBIT C
PAGE 21 OF 21

NAPA COUNTY LAND USE PLAN 1983-2000



LEGEND

URBAN

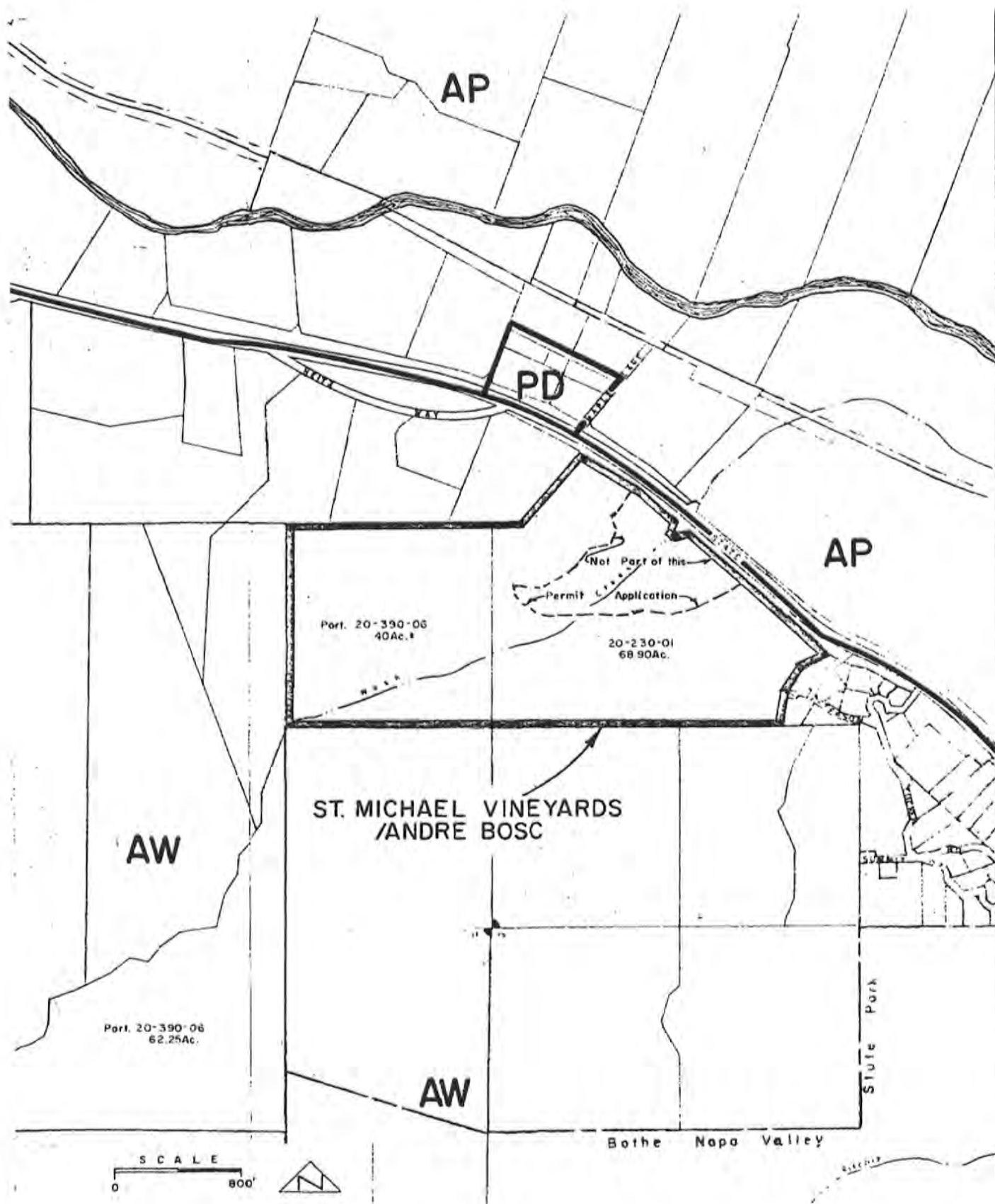
	CITIES
	URBAN RESIDENTIAL
	RURAL RESIDENTIAL
	COMMERCIAL
	INDUSTRIAL
	PUBLIC-INSTITUTIONAL

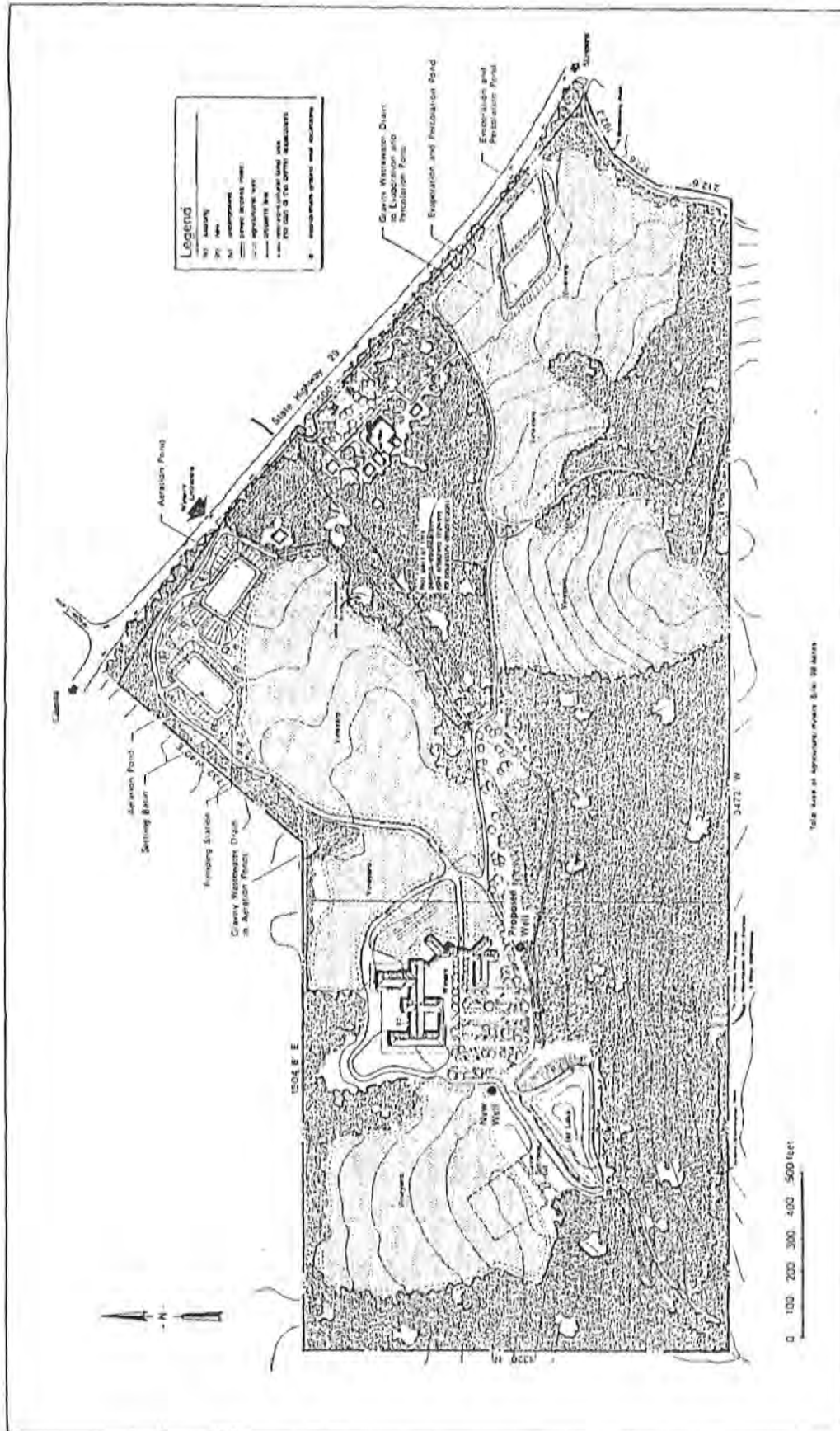
OPEN SPACE

	AGRICULTURE, WATERSHED & OPEN SPACE
	AGRICULTURAL RESOURCE

TRANSPORTATION

	LIMITED ACCESS HIGHWAY
	MAJOR ROAD
	SECONDARY ROAD
	RAILROAD
	AIRPORT
	LANDFILL SITE





SITE PLAN FOR
ST. MICHAEL'S WINERY



NAPA COUNTY

JAMES H. HICKEY
Director

CONSERVATION — DEVELOPMENT AND PLANNING DEPARTMENT

1195 THIRD STREET, ROOM 210 • NAPA, CALIFORNIA 94559-3092
AREA CODE 707/253-4416

MEMORANDUM

TO: Conservation, Development & Planning Commission

FROM: James O'Loughlin, Senior Planner, Environmental Protection Section

SUBJECT: Field Inspection of Bosc Timber Harvest Property Line Buffer Strip and Erosion Control

DATE: February 17, 1988

BACKGROUND

At the January 6, 1988 Commission meeting concerning the proposed St. Michael's Winery, Walter Jinks and his attorney, James Terry, commented on the apparent lack of compliance with conditions of a previously approved Timber Harvest Permit. Specifically, previous conditions regarding retention of a the property line buffer strip, and erosion control devices such as broken rock near the Jinks/Mullen property (the northeasterly portion of the Bosc property line) were discussed. These three conditions #'s 9, 21 and 25 are attached. At the conclusion of the discussion, the Commission added compliance with these previous conditions to the St. Michael's Winery Use Permit. These additions were acceptable to the applicant.

FIELD INSPECTION OF JANUARY 15, 1988

As a result of the January 6, 1988 Commission hearing on St. Michael's Vineyard, James O'Loughlin of the Conservation, Development and Planning Department and Phil Blake of the Napa County Resource Conservation District, and the applicant/property owner, Andre Bosc, inspected the portion of the site adjoining the Jinks/Mullen property on Friday, January 15, 1988. There apparently was a misunderstanding concerning the nature of the property line buffer strip. Revegetation of the property line buffer zone was not required as part of the Timber Harvest Permit. No ground or vegetation disturbance existed in the buffer strip except at the stream crossing. The vegetation in the property line buffer strip was intact and generally wider than the minimum 35 foot wide requirement. The vegetation included several large Madrone trees, Douglas Fir, mixed species of Live Oak, grasses, Scotch Broom and other scattered shrubs.

Page 2

Field Inspection of Bosc Timber Harvest Property Line Buffer Strip and
Erosion Control
February 17, 1988

Erosion control measures for both sheet runoff and point source runoff were in place. Additional measures will be recommended by the Resource Conservation District such as berms and a retention basin to further slow runoff and catch sediment. Sheet erosion is a very thin film of surface water flowing down relatively flat and uniform slopes. The vegetation buffer strip will function as a filter for sheet erosion.

Point source erosion control devices include large pile of rocks (rip-rap), about 20 feet high and approximately 30,000 cubic feet in volume. This rock pile impedes water flow on the unnamed intermittent creek that traverses the Jinks/Mullen property at the property line. There was a minor amount of sedimentation on the Jinks/Mullen property within sightlines from the Bosc property.

CONCLUSIONS

The requirements of the Timber Harvest Permit with the exception of the required roadside buffer (Condition #21), have been met. The roadside buffer will be installed as part of the use permit condition requiring the planting of a screen between the property line and the aeration pond.

RECOMMENDATION

That the Commission concur with staff findings that Conditions #15 a), b) and c) of Use Permit #U-278485 have been completed.

:P2E

cc: Andre Bosc
Walter Jinks
James Terry
Gregory Rodeno

ST. MICHAEL VINEYARDS
Use Permit #U-278485

ATTACHMENT "A"

Conditions of Approval Modified by the Conservation, Development and Planning Commission at their January 6, 1988 meeting are as follows:

- 1) Language to Condition No. 2 deleted to read under Phase IV Support Facilities, "...Cave Storage of 30,000 square feet."
- 2) Language to Condition No. 12 added to read, "...Retail sales may commence following the construction of the winery (Phase I)."
- 3) The following conditions were added:
 - 14) Applicant agrees to defend, indemnify, and hold harmless the County from any action filed against the County to attack the approval of Use Permit #U-278485, including but not limited to indemnifying the County if attorney fees or costs are awarded pursuant to Section 1021.5 of the Code of Civil Procedure or Section 800 of the Government Code.
 - 15) Applicant agrees to fulfill all outstanding mitigation measures adopted as part of the Timber Harvest Plan for Andrew Bosc (1976), including:
 - a) Replant the disturbed areas on the Jinx property with a mixture of trees, grass, and shrubs acceptable to Mr. Jinx.
 - b) Replant the disturbed areas of the required Jinx property line buffer with permanent erosion retardant vegetation, including trees and brush acceptable and approved by the Napa County Resource Conservation District.
 - c) Installation of a permanent debris retention barrier with design acceptable to the Napa County Resource Conservation District to prevent sediment from moving north around to the Jinx property.
 - d) Inclusion of an evergreen buffer zone to shield visibility of the ponds from Mr. Jinx's property.

JC/jm-4

ATTACHMENT 1
Bosc Timber Harvest & Vineyard Conversion Project
Conditions-of-Approval *
(Timber Harvest Permit TH-17374 - Revised)
May 6, 1981

1. Lumbering and related road and landing construction activities shall begin after ~~April 1, 1980~~ May 20, 1981. All timbering operations onsite exclusive of erosion control measure installation but including the proposed commercial firewood cutting shall be completed prior to ~~September 15, 1980~~ August 18, 1981. All erosion control measures shall be installed prior to ~~October 15, 1980~~ 1981. No extensions of the above specified 3-month long timber harvest period can nor will be granted beyond August 18, 1981.
2. All ground disturbance involved with converting the approved clear cut areas to agricultural use shall occur during the dry season. A cover crop of oats, annual rye, barley or a mixture of same shall be planted in these areas prior to the first winter rains. Rate of seeding shall exceed between 27 pounds per acre (rye) and 216 pounds per acre (uncertified barley) or equivalent.
3. Lumbering activity shall occur only within the approximately 81 acre area designated on the amended timber harvest plan to be submitted under Condition 39.
4. Clear cutting shall be limited to the ~~43~~ 41 acres of approved clear cut shown on the amended timber harvest plan to be submitted under Condition 39. Clear cutting of any area not to be converted to agricultural use is prohibited.
5. Selective cutting shall be limited to the ~~38~~ 40 acres of land covered by the ~~scenic~~ roadside corridor, selective cut area, and "stream buffer" zones shown on the amended timber harvest plan to be submitted under Condition 39. Said area shall include the presently proposed clear cut area along the south side of Nash Creek and that portion of the requested clear cut area north of Nash Creek west of the stream buffer zone shown on the applicant's July 1978 timber harvest plan that drains into Nash Creek. No cutting shall be permitted in the remainder of this latter area.
6. A 100 foot wide watershed protection zone shall be maintained along Nash Creek and its spring-fed tributary. No cutting of vegetation, construction of landings or construction of new roads except the needed road crossings shown on the July 1978 timber harvest plan submitted by the project forester shall be permitted in this zone.
7. A 50 foot wide "stream buffer" zone shall be maintained on either side of the watershed protection zones required along Nash Creek and its spring-fed tributary. No construction of new roads or landings except the three (3) needed road crossings shown on the July 1978 timber harvest plan submitted by the project forester shall be permitted in these zones.

* Strike-outs indicate deletions; underlining indicates additions.

8. An on-site 100 foot wide "stream buffer" zone shall be maintained along each of the three main ravines draining northward onto the Sawyer property and all other stream buffer strips shown on the submitted timber harvest plan. Except for construction of the three needed road crossings shown on the July 1978 timber harvest plan submitted by the project forester no construction of roads or landings in these strips shall be permitted.
- * 9. A 35 foot wide "property line buffer" zone shall be maintained along the northern boundary of the subject parcel in all areas where the ground's slope exceeds 15 percent. No ground or vegetation disturbance within this zone shall be permitted.
10. ~~The scenic-highway-corridor-strip~~ A 200-foot-wide roadside corridor strip shall be maintained along State Highway 29 in the area shown on the July 1978 timber harvest plan submitted by the project forester. ~~shall be maintained.~~ This corridor shall be shown on the amended timber harvest plan to be submitted under Condition 39. No activities or actions shall be permitted in the adjoining clear cut area which would adversely affect the life or health of the vegetation present in this strip.
11. Cutting of hardwoods shall be prohibited except in the approved clear cut area and in the right-of-ways of the new permanent roads to be constructed.
12. The recognized midden on the property shall be excluded from the timber harvest and agricultural conversion areas unless lumbering and agricultural activity are approved in this area by a trained archaeologist. Otherwise, no disturbance of the ground or vegetation in this area shall be permitted.
13. Four or more heavy metal posts shall be firmly set in the ground around the recognized petroglyph rock in such a manner as to protect this feature from damage from logging equipment and passing trucks. No movement or disturbance of this rock shall be permitted without the concurrence of a trained archaeologist.
14. No new road crossings of Nash Creek shall be constructed. The existing ford, however, may be improved by installation of a combination of one or more culverts sufficient to carry the 10-year flood and a paved ford of sufficient length to handle the additional flows from the 100-year event or an equivalent bridge structure. All other proposed stream crossings shall consist of a culvert of sufficient size to pass the 10 year flood without head and the 100 year flood with head. Rip-rap shall be installed as necessary to prevent erosion. The specific crossing design selected shall be submitted to the Napa County Flood Control and Water Conservation District for review and approval.
15. The cutting specifications to be employed in the selective cut areas shall comply with the leave tree requirements of the State Forest Practice Rules for conifers.
16. The cutting specifications to be employed for conifers in the "stream buffer" zones shall comply with the State Forest Practice Rules. All removal of trees in these areas will be via long-line cable. No heavy equipment will be permitted in these strips except on the proposed permanent roads.

17. The cutting specifications to be employed in the "scenic-highway-buffer roadside corridor" shall comply with the specifications in the March 1978 application submitted as further detailed in the project forester's August 14, 1978 letter. All conifers 24 inches and smaller in diameter and all hardwoods regardless of size in this corridor shall be left undisturbed.
18. All tree felling shall be away from natural watercourses.
19. All log skidding in selective cut and scenic-highway-buffer roadside corridor areas shall be done wherever feasible with rubber tired skidders.
20. Yarding across natural watercourses shall be prohibited.
- * 21. Selective cut, stream buffer, and scenic-highway-buffer roadside corridor areas shall be replanted with Douglas Fir seedlings in conformance with the specifications contained in the March 1978 permit application submitted as further detailed in the project forester's August 14, 1978 letter. All existing clearings and those formed by timber harvest activities in the selective cut, stream buffer and scenic-corridor-buffer-strips roadside corridor strips shall be replanted with Douglas Fir seedlings.
22. The four (4) steps in converting the clear cut areas to agricultural use as specified below shall be completed prior to the start of the rainy season subsequent to timber removal:
 - a.) Clearing of the area of all stumps, debris, brush and trees.
 - b.) Terracing of the steeper portions of the area where consistent with good erosion control practices.
 - c.) Pre-seeding cultivation of the site.
 - d.) Planting of the areas with annual rye or barley prior to the first winter rains after timber removal.
23. Road and landing cut and fill banks shall be reseeded with annual rye grass prior to the first winter rains.
24. Road gradients shall be kept wherever possible to 8% or less. Out-slopes of $\frac{1}{2}$ inch per foot shall be maintained.
- * 25. All culverts to be installed shall be made of corrugated galvanized steel and shall be laid at the same slope as the bottom of the natural watercourse being crossed. Broken rock or other measures recommended by the Napa County Resources Conservation District shall be installed at the lower ends of said culverts to prevent erosion.
26. Ditches shall be installed in the clear cut areas on a contour at a close enough interval to pick up runoff before it gains enough energy to erode the soil. Said ditches shall empty into adjacent stream buffer or watershed zones.

27. All slopes in the clear cut areas steeper than 15% shall be terraced and contour planted prior to agricultural use or other measures acceptable to the Napa County Resource Conservation District shall be implemented to keep the projected soil loss below the soil loss tolerance (T) factor for the specific soil involved. Spoils excavated for terraces, roads, and log landings shall not be placed in natural watercourses.
28. Ditching, erosion checks, and settling basins shall be constructed throughout the timber harvest area to keep amount of sediment delivered to the natural watercourses involved to an absolute minimum. The specific measures needed and their location shall be ~~approved by the~~ installed in conformance with the February 1980 Napa County Resource Conservation District ~~An erosion control plan shall be approved by said District prior to the start of harvesting operations.~~ erosion control plan submitted.
29. **Pesticides and fertilizers, if used, shall be applied via ground application.**
30. The use of pesticides and herbicides in amounts that would produce concentrations of these materials in site runoff high enough to be harmful to man shall be prohibited in areas upslope from domestic water supply points of diversion.
31. All dirt roads and log landing areas shall be watered down as needed to control dust.
32. A Fire Plan shall be submitted and approved by appropriate agencies prior to conducting activities during the fire season.
33. Logging debris within 100 feet of the southern boundary of the subject property shall be bunched and burned.
34. All noise producing harvesting and agricultural conversion operations shall be conducted on weekdays between the hours of 7:00 A.M. and 6:00 P.M.
35. No local on-site commercial disposal of wood products shall occur.
36. No more than 115,000 board feet of redwood sawlogs, 745,000 board feet of Douglas Fir sawlogs and 700 more or less cords of firewood shall be felled on the property involved. The applicant shall submit more exact estimates of the amounts of wood products to be removed prior to the start of felling operations.
37. All requirements of various County departments and other State and local agencies except as modified by the previously specified conditions shall be complied with.
38. Unless exemptions have been granted above or more restrictive conditions established, all specifications of the Napa County Forest Practice Rules shall be met.

39. The present timber harvest plan shall be amended to reflect the conditions of approval of this permit. A revised map at a scale of 1" = 400' or greater on a topographic base shall be submitted at least 10 days prior to commencement of timber harvest operations. Reflagging and remarking of trees to reflect this revised plan, plus any additional flagging and marking yet to be done, shall be completed prior to submission of said map.
40. Applicant shall post with the County a Performance Bond, or equivalent, in the amount of ~~\$16,200.00~~ \$32,400.00 prior to commencement of timber harvesting activities. Said bond shall remain in effect until all the conditions of approval of this application including the planting of all the clear cut area involved to the required cover crop ~~and maintaining it for 2 years~~ then vineyard or other agricultural use have been met. This bond shall remain in effect for at least 2 years after completion of timber harvesting activities. One hundred percent (100%) of this bond shall be forfeited to the County if the clear cut area has not been replanted to cover crop prior to October 15, ~~1980~~ 1981. Replanting of this area with conifers would then be required.
41. Applicant shall further guarantee compliance with the conditions of approval of this application by extending to the County the same lien rights the State of California enjoys under the provisions of state law governing his State timber harvest and timberland conversion permits.



NAPA COUNTY

CONSERVATION — DEVELOPMENT AND PLANNING DEPARTMENT

JAMES H. HICKEY

Director

MEMORANDUM

1195 THIRD STREET, ROOM 210 • NAPA, CALIFORNIA 94559-3092
AREA CODE 707/253-4416

TO: Conservation, Development and Planning Commission

FROM: James O'Loughlin, Senior Planner *James O'Loughlin*
Environmental Protection Section

SUBJECT: Final Supplement to FEIR-023 (St. Michael Vineyard)
Hearing on January 6, 1988, Commission meeting

DATE: January 6, 1988

APPLICATION DATA:

APPLICANT: St. Michael Vineyard

REQUEST FOR: Review of Final Focused Environmental Impact Report
Supplement on St Michael Vineyard Use Permit Application
(#U-278485)

PROJECT DESCRIPTION: 115,000 square foot winery with a production capacity of
250,000 gallons including public tours and tasting and
appurtenant waste disposal facilities on 108 acres
located on the west side of State Highway 29, 300 feet
south of Maple Lane within an AW (Agricultural Watershed)
zoning district. (APN #20-230-01 and 20-390-06)

FINDINGS:

SPECIAL INFORMATION:

At the November 18, 1987 Commission hearing on the FEIR Supplement, the Commission directed that the EIR be revised to include the following additional considerations:

- A. Alternate locations for aeration ponds;
- B. Alternate locations for percolation ponds;
- C. Impact of project on Tucker Acres well;
- D. Impact of project on groundwater quality;
- E. Alternative project locations including sites on other parcels.

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Memo to CDPC
January 6, 1988

Woodward-Clyde Consultants has submitted the December 11, 1987 attachment responding to issues raised at the November 18, 1987 Commission meeting.

The following correspondence has been received or sent since the November 18, 1987 Commission meeting. It should be noted that comments on the EIR contained in the November 17 and 21 letters were received after the close of the publicity noticed comment period.

November 17, 1987	Letter from Attorney, Richard Lemon
November 21, 1987	Letter from Walter J. Heitz to Conservation, Development and Planning Commission regarding impacts from noise, drainage, well and performance.
November 24, 1987	Applicant's letter from Department of Environmental Health to Woodward-Clyde Consultants regarding lack of use of Tucker Acres well.
December 16, 1987	Letter from law offices of James A. Henneffer (Mr. Bosc's Attorney) to Robert Westmeyer regarding time limits, CEQA alternatives and a November 19, 1987 letter from Conservation, Development and Planning Department to Woodward-Clyde Consultants.

RECOMMENDATION:

ENVIRONMENTAL:

- 1) That the Commission adopt the following findings:
 - a) The significant environmental issues raised during the public reviews and consultation process have been adequately addressed in the FEIR-023 (Supplement).
 - b) Comments received from the general public, or from State, local or responsible agencies, relating to the scope and content of the environmental information which are germane to responsible agencies' statutory responsibilities in connection with the proposed project have received responses.
 - c) Significant environmental points raised in the review and consultation process have been responded to in FEIR-023 (Supplement).
 - d) No unmitigated significant effects were identified in FEIR-023 (Supplement). Mitigation measures to reduce impact identified in the EIR to levels of non-significant are contained in Exhibit "B".

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Memo to CDPC
January 6, 1988

- e) A listing of the possible adverse environmental effects identified in FEIR-023 (Supplement) are identified in Exhibit "A". In regard to each of those possible adverse environmental effects, the project has been revised in such a manner as to avoid those potentially adverse environmental effects.
- f) The Planning Director has certified that FEIR-023 (Supplement) is an objective and accurate document that has been completed in compliance with CEQA and the State Guidelines, and represents the independent judgement of the Planning Division of the Conservation, Development and Planning Department of the County of Napa. The FEIR-023 (Supplement) was presented to the Planning Commission on Wednesday, January 7, 1987.
- g) According to CEQA Guideline Section 15126(d), an EIR must describe a range of reasonable alternatives to the project, or to the location of the project, which could feasibly attain the basic objectives of the project and evaluate the comparative merits of the alternatives.

The EIR Supplement and December 11, 1987 response contains the required analysis of project alternative in sufficient detail to provide the decisionmakers with information to allow them to intelligently take account of environmental consequences.

The EIR Supplement and December 11, 1987 response meets the requirement of production of information sufficient to permit a reasonable choice of alternatives. The EIR analyzes the feasibility of alternatives and finding none of them feasible, provides measures to mitigate the potential impacts to an insignificant level.

- h) The process of defining and assessing project alternatives was conducted by the applicant over a period of several years. The alternatives considered can be broadly classified in terms of the following five categories (although they were not identified or assessed in this order):
 - . Alternative sites (i.e., where else might the applicant develop to attain his stated objectives?)
 - . Alternative project scales (i.e., how large a project should be developed?)
 - . Alternative development schedules (i.e., should the project be developed at once or in phases?)
 - . Alternative combinations of facilities (i.e., what other facilities might be developed in conjunction with the proposed vineyard and winery?)

Page 4
Memo to CDPC
January 6, 1988

- Alternative designs and site arrangements (i.e., how should the proposed project deal with water supply, wastewater disposal, and site arrangement?)

As described in pages 2-25 through 2-35 of the FEIR, and response to the Commission dated December 11, 1987 from Woodward-Clyde Consultants, this process led to the applicant's decision to pursue the proposed action (i.e., the St. Michael's Winery, as described in pages 2-1 to 2-25 of the FEIR. However, it also produced a considerable body of information concerning the technical, environmental, financial, and institutional feasibility of various other alternatives which were not pursued.

- 2) That the Commission certify that it has reviewed and considered the information in Final Supplement Environmental Impact Report FEIR-023, the December 11, 1987 response and comments from the general public, State, local or responsible agencies, before making a decision whether to approve or disapprove Use Permit #U-278485 and that said Final EIR demonstrates that the project as approved will not have significant adverse effects on the environment.

JO:PD2

MINUTES OF THE MEETING OF THE
CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION

COUNTY OF NAPA

November 18, 1987

8. Final Environmental Impact Report (St. Michael Vineyard) utilizing previous Environmental Impact Report #FEIR-023 and its supplement to evaluate the environmental effect of Use Permit Request #U-278485 of Andre Bosc for a 250,000 gallons per year winery with public tours and tasting located on 108 acres on the west side of State Highway 29 approximately 300 feet south of Maple Lane with an AW (Agricultural Watershed) District. (Assessor's Parcels #20-230-01 and 20-390-06). PUBLIC HEARING OPENED

APPLICANTS ATTORNEY AGREED TO EXTENSION OF AB 884 AND CEQA PROCESSING DEADLINES THROUGH JANUARY 6, 1988.

COMMISSION DIRECTED THAT THE EIR BE REVISED TO INCLUDE THE FOLLOWING ADDITIONAL CONSIDERATIONS:

- A. ALTERNATIVE LOCATION OF AERATION PONDS;
- B. ALTERNATIVE LOCATION OF PERCOLATION PONDS;
- C. IMPACT ON TUCKER ACRES WELL;
- D. IMPACT ON GROUND WATER QUALITY;
- E. ALTERNATIVE SITE LOCATIONS INCLUDING SITES ON OTHER PARCELS.

CONTINUED TO JANUARY 6, 1988

RL-LMc-GK-ML-WN

9. Andre Bosc/St. Michael Vineyards - Use Permit Request (U#278485) Environmental Determination: Environmental Impact Report (EIR) required. Request: Approval to establish a 250,000 gallons per year winery with public tours and tasting and to construct related waste water ponds located on 108 acres on the west side of State Highway 29 approximately 300 feet south of Maple Lane within an AW (Agricultural Watershed) District. (Assessor's Parcel #20-230-01 and 20-390-06). APPLICANT AGREED TO EXTEND THE AB 884 AND CEQA PROCESS DEADLINES.

CONTINUED TO JANUARY 6, 1988.

RL-LMc-GK-ML-WN

100 Pringle Avenue, Suite 300
Walnut Creek, CA 94596-3564
415-945-3000

Woodward-Clyde Consultants

RECEIVED

DEC 14 1987

December 11, 1987
90174C/3000

NAPA CO. CONSERVATION
DEVELOPMENT & PLANNING DEPT.

Mr. James O'Loughlin, Sr. Planner
Conservation - Development and Planning
1195 Third Street, Room 210
Napa, California 94559-3092

Dear Mr. O'Loughlin:

Enclosed is the addendum to the St. Michael's Vineyard FEIR Supplement requested in your letter of November 19, 1987. The addendum addresses each of the subject areas that were identified during the Conservation - Development and Planning Commission meeting of November 18, 1987, for which the Commission requested additional information.

The information has been compiled by Woodward-Clyde Consultants from information developed and supplied by Garretson, Elmendorf and Zinov (GEZ), consultants to GEZ, Andre Bosc (applicant), and attorneys to Andre Bosc.

Should you have further questions or require additional information please do not hesitate to call me at (415) 945-3574.

Very truly yours,


Vance G. Bente

Encl

cc J. Elmendorf
J. Hennefer

90174AD

Consulting Engineers, Geologists
and Environmental Scientists
Offices in Other Principal Cities



90174ADN PRO-1

MEMORANDUM

To: Napa County, Conservation-Development and Planning Commission

Subject: St. Michael's Vineyard FEIR Supplement

Date: December 11, 1987

I. CONCERNS OF THE CONSERVATION, DEVELOPMENT AND PLANNING COMMISSION

In response to testimony given at the November 18, 1987, meeting, the Conservation, Development and Planning Commission requested revision of the proposed Final Environmental Impact Report (FEIR) in the following four subject areas:

1. Provide more information on the impact of the project sewage disposal systems on the Tucker Acres well and address the Regional Water Quality Control Board (RWQCB) letter dated October 8, 1987.
2. Add consideration of alternate locations for aeration and percolation ponds both on-site and on adjacent or other parcels.
3. Provide additional discussion of potential impacts on groundwater from percolation ponds.
4. Consider locations other than the project site for the winery itself.

90174ADN PRD-2

II. RESPONSES TO COMMISSION CONCERNS

Responses, and background data pertinent to the subject areas described above, are presented below.

1a. Impacts of the Projects Sewage System on the Tucker Acres Water Company Well.

RESPONSE 1a. - Please reference response 1b.

1b. RWQCB letter of October 8, 1987. The RWQCB requested information regarding the two inactive wells located 350 feet southeast of the proposed evaporation/percolation ponds. Noting specific concerns regarding the Tucker Acres Water Company (TAWC) well, the RWQCB requests information regarding the following:

- TAWC's intention with regard to preserving the well as a drinking water well, and
- additional discussion of the potential adverse impact on the well resulting from the proposed percolation ponds, if it were used as a drinking water well.

A. BACKGROUND. On November 18, 1987, a letter was sent to P.N. Hess, Secretary, Tucker Acres Water Supply Company, to obtain specifics regarding the history, physical particulars, and future use of the well.

1. In a letter received December 7, 1987, Mr. Hess responds as follows. The subject well was the entire water source for the Tucker Acres subdivision (33 of 45 lots occupied) until 1975, when a new well was dug. The subject well was then put in reserve.

90174ADN PRO-3

2. The well is described by Mr. Hess as 128 deep (sic), fully cased with an 8-inch casing, and has a 5-hp submerged pump. Mr. Hess states that when last checked, the water level was 40 feet below the surface. Mr. Hess describes the water quality as meeting the state requirements, and states that it has a moderately high iron content. The well is further described as having a concrete seal and steel head. The present yield is unknown.

B. On November 19, 1987, a letter was sent to Mr. Ralph Hunter, Supervising Sanitarian, Napa County Department of Environmental Health, inquiring as to the history, use, inspection record, current condition, and status of the subject well.

1. In a letter dated November 24, 1987, Mr. Hunter responds as follows. The Department of Environmental Health (DEH) permits and inspects small water systems with between 5 and 199 connections. The DEH has no data pertaining to the physical characteristics of the well.
2. Based on the DEH files, the well has not been connected to the Tucker Acres water system for at least 12 years. Files are vague with respect to when last used, but indicate a turbidity problem.
3. The DEH has no record of an intent to reconnect the well, and states that it would require considerable work before reconnection would be allowed. There is no record of inspection for the well.
4. The DEH has no declaration of intention on file regarding the well, and would find it substandard. The DEH has requested the district sanitarian to contact TAWC to require destruction of the well after issuance of the proper permits.

90174A0N PRO-4

RESPONSE 1b. – The FEIR should be amended on Page 5-42 to delete the statement that the Tucker Acres Well is a reserve well, as stated by Mr. Hess in his letter of May 10, 1986 (Page 5-13). Also, the well should be identified as an abandoned well on Figure 3.4-3, Site Plan. The well in question is considered abandoned according to Department of Water Resources and Napa County Standards (Title V, Article 2, Section 5275, Napa County Code), because the owner has neither shown nor declared any intention to use the well again for supplying water or other approved purposes.

The subject TAWC well has been inactive for at least 12 years, and the owner has drilled a new well near the primary well, which is a considerable distance from the subject well. It is the County's intent to require destruction of the abandoned well after issuance of the proper permits.

The second of the two wells identified by the RWQCB is owned by the project applicant and has been sealed with a welded steel plate.

2a. Alternate locations for the aeration and percolation ponds on subject property.

RESPONSE 2a. – Paragraph 2.6.4.2 of the FEIR identifies the alternative sites considered for the aeration ponds and the evaporation and percolation ponds on Mr. Bosc's property. For easy reference, a copy of the site plan (Figure 3.4-3) is attached upon which we have designated the alternate areas considered as 1, 2, and 3.

Areas 1, 2, and 3 were all considered for location of the aeration ponds. Even though the ponds will be properly sealed on the bottom and sides, consideration of Area 1 was abandoned because of concern for any possible surface leakage of wastewater and the fact that it would be upgrade from the Robertson spring and the Heitz wells. Either Area 2 or 3 is considered an acceptable location for the ponds because the existing surface gradient is not in the direction of a nearby well or spring.

90174ADN PRO-5

The evaporation and percolation ponds were not considered for location in Area 1 for lack of adequate percolation. They were considered for location in Area 2 or 3, but Area 2 was ruled out because percolation could impact on the neighboring spring and/or wells, and the distance from the wells does not comply with RWQCB requirements. Area 3 is acceptable, as the ponds comply with RWQCB standards as to distance from any active well. The nearby Bosc and Tucker Subdivision wells are both abandoned.

The logical conclusion is to locate the aeration ponds in Area 2 and the evaporation and percolation ponds in Area 3, as shown in the FEIR.

All other possible locations on the property were not considered desirable or feasible for the following reasons or combination of reasons:

- Slope too steep
- Vineyard area
- Forested
- Ground percolation inadequate
- Proximity to Nash Creek
- Downhill gradient below ponds
- Cost of pumping uphill

The only adjacent or other properties owned by Andre Bosc in the vicinity are the property around the Villa, indicated as not a part of this application, and also to the west of the proposed site, high up on the mountain.

The property behind the Villa was considered as a potential site for the ponds, but was ruled out because the area is adjacent to and too close to Nash Creek, it is heavily forested, the groundwater percolation is poor, and there is a botanical garden in the area behind the Villa.

90174ADN PRO-6

The property high up on the west side was considered, but it is heavily forested, would have inadequate percolation (in rock), would have steep gradient below the pond area, and the piping and pumping costs would be excessive.

2b. Alternative locations for aeration and percolation ponds or winery on adjacent property above St. Michael's Villa.

RESPONSE 2b. - Andre F. Bosc owns an additional parcel of 65 acres, not considered in the EIR study, which is adjacent to the study area. This property is not accessible by roads. To locate the winery, or to locate the aeration and percolation ponds on this site, would require cutting in roads, with very steep banks, approaching 50 feet in height. It would require that substantial timber be cut for the roads, and even greater timber be cut if aeration and percolation ponds are to be located on this site. Because of the hilly nature of the terrain, and rocky soil, it is unlikely that there is sufficient flat surface area on the 54 acres to locate adequate aeration or percolation ponds.

2c. Additional discussion of alternate site owned by Andre F. Bosc for aeration and percolation ponds.

RESPONSE 2c. - Andre F. Bosc, in addition to the project area and the alternative site of 65 acres located above St. Michael's Villa, owns a 15-acre site adjacent to Highway 29 and astride Nash Creek on which the historic main Victorian residence, and the historic Nash House, as well as adjacent buildings, are located. This site is only 15 acres. Location of the percolation or aeration on this site would be impossible since too little usable flat area exists for such aeration or percolation ponds. Location of the ponds on this site would require moving or destruction of the historical botanical garden. It would also require the clearing of

90174ADN PRO-7

substantial timber in the Nash Creek area. The aeration and percolation ponds would create possible substantial new environmental impacts as a result of their close proximity to Nash Creek.

3. Additional discussion of potential impacts on groundwater from percolation ponds.

RESPONSE 3. - The effluent received by the proposed percolation ponds will be of a treatment level considered to be a secondary level. This level of treatment is considered acceptable to the Water Resources Control Board of California for this site and is also the level of treatment required by most wastewater treatment plants throughout the State of California. This effluent level is of much higher quality than that which is released into the typical leach field.

Once the effluent begins to percolate through the soils lens beneath the designated percolation ponds, additional removal of materials will occur and even higher water quality will be obtained. Generally speaking, a well located a distance of 100 feet from ponds of this type can be used for non-human consumptive use such as landscape irrigation and recreational uses. Usually potable water wells can be located at a distance of approximately 500 feet from such a source without detectable changes in water quality.

4. Consideration of locations other than the project site not owned by Andre F. Bosc for the winery.

RESPONSE 4. - Andre F. Bosc bought the St. Michael's Villa property in 1960, and has owned it for 27 years. At the time the property was purchased, Foothills Property with frontage on Highway 29, suitable for wineries, was selling for approximately \$1,500 per acre. Such property now often commands in excess of \$10,000 per acre, or six to eight times its

90174ADN PRO-8

price in 1960. Andre F. Bosc has spent over \$1.5 million in the planning and development of the winery site, vineyards to accompany the winery, and adjunct facilities. To require that Andre F. Bosc attempt to locate, and consider as an alternative site for his winery, locations other than the St. Michael's Villa site would be to require unreasonable and unfeasible alternatives deemed remote and speculative under CEQA.



NAPA COUNTY

DEPARTMENT OF ENVIRONMENTAL HEALTH

TRENT CAVE, R.S.
Director of Environmental Health

1195 THIRD STREET, ROOM 205 • NAPA, CALIFORNIA 94559-3082
AREA CODE 707/253-4471

November 24, 1987

RECEIVED

NOV 25 1987

Vance G. Bente
Woodward-Clyde Consultants
100 Pringle Ave., Suite 300
Walnut Creek, CA 94596-3564

NAPA COUNTY ELEVATION
DEVELOPMENT & PLANNING DEPT.

Subject: Tucker Acres Water Company
Calistoga, CA.

Dear Mr. Bente:

This letter is in response to your letter of November 19, 1987 regarding the above water system. I shall attempt to answer each of the questions which you asked in that letter.

- 1) This office permits and inspects small water systems with between 5 and 199 connections. We often have information on the wells supplying these systems, but not always on older wells.
- 2) There was no attached map with your letter, but I assume the subject well is the one between the Bosc property and the small creek, on the south side of Schramsberg Road. We have no information on that well, as to its depth, construction, etc. The well has not been connected to the Tucker Acres water system for at least 12 years, to our knowledge. Our files are vague on when it was last used but indicate there was a turbidity problem.
- 3) We know of no intent to reconnect the well to the system and would require considerable work before allowing it to be connected.
- 4) We have no record of inspection of the well.
- 5) Title V, Article 2, Section 5275 of the Napa County Code states in part:

"A well or test hole is considered to be abandoned when it has not been used for a period of one year. The well will not be considered abandoned if the owner declares his intention, in writing, to use such well again for supplying water or for other approved purposes, and if such well has no defects in construction which would cause pollution or contamination, etc."

This office has no such declaration on file for this well and further, would find it substandard.

- 6) The Tucker Acres Mutual Water Company drilled a new well near their existing primary well, at the western edge of the subdivision which is considerable distance from the subject well.

7) The Tucker Acres Water Company, to my knowledge, is owned by all of the property owners of the Tucker Acres Subdivision. It was first permitted by this office in March 1952.

For your information, I am requesting that the district sanitarian contact Tucker Acres Water Company to require destruction of that well after issuance of the proper permits. However, destruction of the well does not alter the question of potential ground water contamination, if any, from the proposed project. Our concern is not just to protect existing wells but to protect the ground water for future use.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



RALPH HUNTER, R S.
Supervising Sanitarian

RS:bt

CC: ✓ C.D.&P.
Ken Williams, Sanitarian

Tanner 1: 11/24/87

(2)

LAW OFFICES OF
JAMES A. HENNEFER
 220 SANSOME STREET
 FOURTEENTH FLOOR
 SAN FRANCISCO, CALIFORNIA 94104
 (415) 421-6100

December 14, 1987

RECEIVED

DEC 16 1987

Robert Westmeyer, Esq.
 Chief Deputy County Counsel
 Napa County
 1195 Third Street, Room 301
 Napa, California 94559

NAPA CO. CONSERVATION
 DEVELOPMENT & PLANNING DEPT.

Re: St. Michael's Winery - Supplement to EIR-023
Use Permit U-278485

Dear Mr. Westmeyer:

Our offices represent Andre F. Bosc as his personal attorneys and advisors in land use and litigation matters. We have reviewed the procedural history of, and substantive issues raised in, Mr. Bosc's application for a winery permit, Use Permit No. U-278485 and the accompanying EIR, which is a supplement to EIR-023. We view with grave concern both the extraordinary procedural delays, and, now, the unmeritorious substantive issues raised.

Specifically, with regard to the procedural delays, the Use Permit application was filed December 14, 1984. Despite an original intent to proceed on a negative declaration, the Conservation, Development and Planning Commission, after hearings on May 1, 1985 and May 15, 1985, directed the Planning Division to permit preparation of a supplemental EIR pursuant to the California Environmental Quality Act ("CEQA"). We are now approaching three years since the original Use Permit was filed, and will shortly be upon three years since the EIR supplement was begun. Despite certain continuances with the concurrence of the applicant, Andre F. Bosc, (see letter of August 18, 1987 from R. Gregory Rodeno to James O'Loughlin of August 18, 1987) it is our belief that should the Napa County Conservation Development and Planning Department not act on both the EIR supplement and on the use permit for the project at the January 6, 1988 meeting, it will have exceeded the deadlines within which it is required to act under the California Environmental Quality Act § 15109 and Assembly Bill 844.

These delays seem most unwarranted and inappropriate in light of the fact that as early as May 21, 1986 the Napa County staff recommended at public hearings that the supplemental EIR be found adequate, that it be found that the project would not have a significant adverse impact on the environment and that the department should complete the public review and revision into a final EIR supplement. The delays since that time seem to have created an impenetrable hiatus of comments and responses which have raised no new substantive matters not already adequately covered in the EIR. The last round of comments is particularly illustrative of this point.

The most troublesome of the unmeritorious issues raised with regard to CEQA are those raised in the letter of November 19, 1987 from James O'Loughlin to Vance Bente of Woodward-Clyde consultants at paragraphs "2." and "4." This letter purports

Robert Westmeyer, Esq.
December 14, 1987
Page 2

to raise, based upon the California Court of Appeals, First District, decision in Laurel Heights Improvement Association of San Francisco, Inc. v. the Regents of the University of California, 193 Cal.App.3d 467 (1987), the requirement that Andre F. Bosc add consideration of "alternate locations for aeration and percolation ponds ... on adjacent or other parcels" and that he must show "consideration of locations other than the project site for the winery itself." Any reasonable and careful reading of Laurel Heights Improvement Association v. Regents of the University of California, makes it immediately apparent that an EIR need not consider the purchasing and development by a private owner of alternate sites as a precondition to completing an environmental impact report. First, and foremost, the Laurel Heights case holds that alternative discussion need not be exhausted and is subject to the rule of reason, and that the EIR need only discuss "reasonably feasible alternatives" (*Ibid.* at p. 478). Unlike Andre F. Bosc, the University of California already owned other sites on the University of California San Francisco Parnassus campus and off-campus sites at other University of California San Francisco facilities which might have been feasible alternatives. The court found that the total lack of discussion by the EIR of these other already owned sites was unacceptable under CEQA. No possible reading of the case could require every EIR to consider as alternatives other sites not owned by the proponent, which may not even be for sale, or which, if for sale, may not be feasible to purchase. Such a requirement is not only improper under CEQA, but patently absurd.

Perhaps, more importantly, the court in Laurel Heights focused on the activities proposed by the University of California to be conducted in a residential neighborhood; at the Laurel Heights facility to wit, "whether research employing toxic chemicals, carcinogens and radioactive materials is too high-risk to be conducted in a densely populated residential neighborhood." When such use was proposed by the University of California to be located in the middle of a densely populated residential neighborhood, in San Francisco, at the site of a low rise former office building owned by Fireman's Fund Insurance Company, the court found that "such activities are. . . subject to the stringent requirements of CEQA and especially the informational disclosure and the analytical discussion of an EIR." Unlike the Laurel Heights situation, it has been specifically found with regard to the St. Michael's winery EIR, and in connection with other winery permits by the Commission that "Napa County has traditionally been the center of California's vineyards and wineries. This proposed project would be an addition to the primary industries of Napa County, wineries and tourism," and, that "construction of a winery within an agricultural watershed district is consistent with the zoning and district regulations."

Andre F. Bosc has owned the existing property for over 27 years. He has expended over \$1.5 million in developing the site for a winery. The delays, and the present specious requirements being imposed have reached the level of being confiscatory.

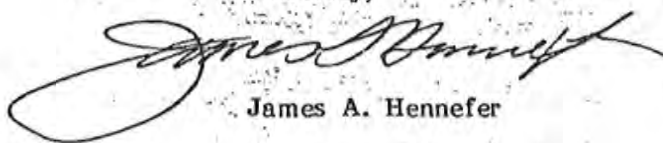
The very attempt to require that Andre F. Bosc discuss and consider alternative sites which he does not own, and likely cannot feasibly purchase and relocate the winery project on, after the extensive work and investment already made in the current site, could well amount to conditions that are not a reasonable exercise of land-use regulation power which serves the public purpose and are not related to the permit requirement, in violation of the Takings Clause of the Fifth Amendment as incorporated against the State of California and its subdivisions by the Fourteenth Amendment. Nollan v. California Coastal Commission ___ U.S. ___ 107 S.Ct. 3141 (1987). Further, the Just Compensation Clause of the Fifth Amendment as incorporated against the State of California and its subdivisions by the Fourteenth Amendment may well require

Robert Westmeyer, Esq.
December 14, 1987
Page 3

compensation as a remedy for any "temporary" regulatory taking which refuses to allow a winery for Andre F. Bosc on his property where such use is within the primary industries of Napa County and consistent with agricultural watershed district zoning. First English Evangelical Lutheran Church v Los Angeles County U.S. 107 S.Ct. 2378 (1987).

If you have any questions, please do not hesitate to call me. We look forward to the county proceeding with final hearing and consideration of the Environmental Impact Report Supplement and Use Permit with regard to St. Michael's Winery on January 6, 1988.

Sincerely,



James A. Hennefer

JAH:er

cc: James O'Loughlin,
Napa County Conservation, Development & Planning Dept.
Andre F. Bosc
Gregory Rogeno, Esq.
James Elmendorf
Garretson, Elmendorf & Zinov
Vance G. Bente
Woodward-Clyde Consultants

RECEIVED

November 21, 1987

NOV 25 1987

NAPA COUNTY
DEVELOPMENTAL DIVISION
PLANNING DEPTWalter J. Heitz
4111 Heitz Way
Calistoga, California
94515

Napa County Conservation, Development
and Planning Commission
1196 Third Street, Room 210
Napa, California 94559-5092

Attn: James Hickey, Secretary-Director
Re: St. Michael Villa Winery (Bosc project)

Dear Sir:

The final EIR report on St. Michael Winery contains some inaccuracies and errors, and does not fully address some of our concerns, such as:

1. Noise.

- a- As stated on pages 4 and 5 of the final EIR: noise at receptor 2 (located about 200 feet from our residence) would not drop off rapidly; thus resulting noise levels would be in excess of state guidelines for rural areas.
- b- Construction requiring four six-month periods, equals two years of excessive noise over and above the normal noise associated with winery operation.
- c- Normal operating noise (as stated in the EIR) would not exceed that caused by Highway 29 of .47 decibels. Thus Highway 29 noise levels of .47 decibels plus winery noise of another .47 decibels would equal .94 decibels, or twice the noise we now experience.

2. Drainage.

- a- Parking lot drains into Nash Creek. I agree.
- b- North half of winery building, shipping, delivery and roadways will drain north.
- c- Erosion is already a problem as a result of the timber harvest and the vineyard roads.

3. Well.

- a- No test was conducted after access to our well was granted.
- b- Since no testing of wells took place, the result of the pumping of the Bosc well on the surrounding

Water Audit_Sattui_000171

-2-

wells and ground water levels is not known.

c- The static water level of the Heitz well was momitored beginning July 1, 1987. It was noted that at one point the water level dropped from 4 to 5 feet for a period of several days. At other times it was down 2 to 3 feet, whereas the normal static level varied only between 1 and 2 feet. However it was not known whether this variation was due to the pumping of the Bosc well.

4. Performance.

a- The EIR reports are laced through with "ifs, mays and mights". In view of Mr. Bosc's poor performance in adhering to the requirements of the Timber Harvest, and his lack of concern for the environment, as well as being unsensitive to his neighbors concerns, there appears to be little hope that he will comply with the EIR requirements for the winery. We ask the Planning Commission to seriously consider Mr. Bosc's record as to his timber harvest compliance, and also ask who will enforce the final EIR conditions if this permit is granted.

Enclosed is a copy of our letter to Woodward-Clyde consultants.

Very truly yours,

Walter J. Heitz

RECEIVED

November 21, 1987

NOV 25 1987

NAPA COUNTY - ELEVATION
DEVELOPMENT & PLANNING DEPT.Walter J. Heitz
4111 Heitz Way
Calistoga, California
94515

Vance G. Benté
Woodward-Clyde Consultants
100 Pringle Avenue, Suite 300
Walnut Creek, California 94596

Dear Sir:

At a public hearing in May 1986, I informed the Napa County Planning Commission that our well was not located on any map in the draft EIR. Some time later we received a letter from Woodward-Clyde asking us to locate our well on an enclosed map. I did so, and returned the map along with a log of our well to you.

On June 16 and 22 1987, we received communications from you regarding the progress in preparing an approach to assess the effects of pumping the Bosc well on surrounding ground water conditions.

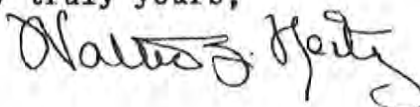
On July 13, 1987, our attorney, Robert P. Olikier answered those letters after several conversations with you by phone, giving permission to use our well for testing under certain conditions.

On July 16, 1987, we met at the Napa County Planning commission office with Woodward-Clyde representatives, Mr. Hickey, Mr. Hunter, Mr. O'Laughlin, yourself, Mr. Bosc's attorney Greg Rodeno, and others to discuss the testing process and other questions. At that meeting, your hydrologist confirmed receipt of a letter from our attorney, Mr. Olikier. We were asked again at that time if we would make our well available for testing. We answered in the affirmative, providing

that Mr. Bosc assume all liability for any injury to the men doing the testing, and any damage to our pump or well during the testing.

We firmly believe we cooperated fully in obtaining an accurate assessment of the water problem by giving you qualified permission to access our well and a copy of our well log. Since this meeting, neither we nor our attorney have heard from you; therefore we feel you are inaccurate by stating in the final EIR report that you did not receive permission to access the Heitz well, nor receive a log for same.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Walter Heitz".

HOWARD G. DICKENSON
 JOSEPH G. PEATMAN
 WALTER J. FOGARTY, JR.
 DAVID W. MEYERS
 C. RICHARD LEMON
 FRANCIS J. COLUN, JR.
 DAVID B. GILBRETH
 CHARLES H. DICKENSON
 ANNE M. KIRLIN
 PAUL G. CAREY
 CHARLES W. MEIBEYER
 RICHARD P. MENDELSON

DICKENSON, PEATMAN & FOGARTY
 A PROFESSIONAL LAW CORPORATION
 809 COOMBS STREET
 NAPA, CALIFORNIA 94559-2977
 TELEPHONE 707 252-7122

OF COUNSEL
 JAMES D. BOITANO
 ROGER D. PETERSON

TELECOPIER
 707 255-6876

November 17, 1987

Conservation, Development
 and Planning Commission
 1600 First Street
 Napa, CA 94558

Re: St. Michael's Winery
EIR and Use Permit Hearing



Honorable Commissioners:

On behalf of the Kornell family who own property adjacent to the proposed Bosc/St. Michael Vineyard development, I hereby file the attached letter from Napa Valley Vineyard Engineering which speaks to significant deficiencies in the environmental analysis of said project. In light of these deficiencies, we strongly urge that you delay action on this proposed project until the questions raised in the attached letter have been thoroughly analyzed and answered by the project's environmental consultants.

Very truly yours,

DICKENSON, PEATMAN & FOGARTY

C. RICHARD LEMON

CRL:jg
 Enclosure

RECEIVED

NOV 19 1987

NAPA CO. CONSERVATION
 DEVELOPMENT & PLANNING DEPT.

Napa Valley Vineyard Engineering, Inc.

176 Main Street, Suite B
St. Helena, Napa Valley
California 94574
(707) 963-4927

DREW L. ASPEGREN, P.E.
Civil Engineer

November 12, 1987

Mr. C. Richard Lemmon
DICKENSON, PEATMAN & FOGARTY
809 Coombs Street
Napa, CA. 94559

Re: St. Michael's Winery
Final Environmental Impact Report, September 1987

Dear Mr. Lemmon:

We have made a preliminary review of the Final Environmental Impact Report, prepared by Woodward-Clyde Consultants, for the above-referenced project.

The report appears to be deficient with regards to site specific and area specific data relative to subsurface hydrology, both in terms of geologic structure and water quality. Without such data, it is our opinion that it is very difficult to assess potential impacts to groundwater conditions resulting from waste discharge into subsurface aquifers.

We also have concern about the mixing of winery waste and sanitary waste. Given the seasonal use of water in a typical winery, the proportional mix of winery to sanitary waste is not a constant, and therefore the system will need to operate commensurate with these changing proportions. Failure to properly design and operate the system could cause negative impacts with regards to odor and groundwater conditions.



NAPA COUNTY

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

PROJECT APPEALS

A Tradition of Stewardship
A Commitment to Service

(To be included with Appeal Packet)

Effective January 1, 2023, California Senate Bill 1439 expanded requirements of Government Code Section 84308, also known as the "Levine Act," to prohibit public officials from participating in any proceeding involving a license, permit, or other entitlement for use pending before the agency if the official has willfully or knowingly received contributions totaling more than two hundred fifty dollars (\$250) within the preceding 12 months from a party to the proceeding or their agent. The same prohibition applies to contributions from any participant in the proceeding or their agent, if the public official knows or has reason to know that the participant has a financial interest in the decision. The Levine Act requires parties to disclose contributions made by them and their agents to public officials, and to make the disclosure part of the record of the proceeding.

Appellant Name: Water Audit California

Project Name or Number:

DARIO SATTUI / CASTELLO DI AMOROSA USE
PERMIT MAJOR MODIFICATION
APPLICATION #P19-00459-MOD, approval by
Planning Commission Hearing, April 2, 2025-
Notice and Procedure did not comply with the law.

Appellant Organization or Firm (if different than above): _____

Have you, your organization or firm, or an agent of any of them, made any campaign contributions of more than \$250 to any Napa County public official within the last 12 months? Please aggregate any contributions made over the previous 12 months to determine if the \$250 threshold has been met.

Yes: ☐

No: ☒

(check one)

If no, please sign and date below.

If yes, please provide the following information and then sign and date below. Use additional sheets if necessary.

Date of Contribution	Name of Public Official	Name of Contributor	Amount of Contribution

By signing below, I certify that the information herein is true and correct. I also agree to disclose any future contributions made to Napa County public officials from myself, my organization or firm, or an agent of any of them, after the date of signing this disclosure form, and within 12 months following the County's final decision on the license, permit, or entitlement being appealed. This obligation pertains only to Napa County public officials who have jurisdiction over the appeal.

Date: April 30, 2025

Appellant Signature:

Organization/Firm name: Water Audit California Appellant Name (printed): William McKinnon, Attorney for Water Audit California

For questions or additional information, please visit <https://www.lapc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html>
PL Doc. No. 109747; Ver. 1/2024

	First American Title™	Property Owner's Notice Guarantee
Guarantee		ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 50077800-0001076E

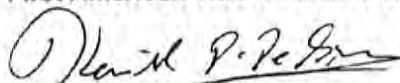
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

First American Title Insurance Company



Kenneth D. DeGiorgio
President



Greg L. Smith
Secretary

By: 

Authorized Countersignature

	First American Title™	Property Owner's Notice Guarantee	
Schedule A		ISSUED BY First American Title Insurance Company	
		GUARANTEE NUMBER 50077800-0001076E	

File No.: **T0022324-006-006-KD**

Date of Guarantee: **April 22, 2025 at 7:30 AM**

Amount of Liability: **\$1,000.00**

Fee: **\$500.00**

1. Name of Assured:

County of Napa

2. ASSURANCES:

a. According to the last equalized Assessment Roll ("Assessment Roll") in the office of Napa County Assessor/Tax collector as of the Date of Guarantee,

i. The persons listed below as "Assessed Owner" are shown on the Assessment Roll as owning real property within 1,000 feet of the land identified on the Assessment Roll as Assessor's Parcel Number(s):
020-390-012 and 020-230-001

ii. The Assessor's Parcel Number and any addresses shown below are as shown below are as shown on the Assessment Roll.

020-170-006-000
PATRICK FLYNN
PO BOX 485
CALISTOGA CA 94515

020-170-011-000
STEVEN JAMES DREW TR ETAL
4179 E 3RD AVE
NAPA CA 94558

020-170-012-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-210-010-000
AHA PARTNERS LLC
4301 AZALEA SPRINGS WAY
CALISTOGA CA 94515

020-210-011-000
4175 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-210-012-000
MICHAEL & JENNIFER FARMER
207 LINDEN AVE
RALEIGH NC 27601

020-210-013-000
4169 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-210-014-000
ALFRED BURTLESON TR
4147 HEITZ WAY
CALISTOGA CA 94515-9628

020-210-015-000
WALTER HEITZ ETAL
16476 W WINDSOR AVE
GOODYEAR AZ 85395

020-210-016-000
MARK RANDALL HEITZ ETAL
381 JEFFERSON ST
NAPA CA 94559

020-210-018-000
STEVEN JAMES DREW TR ETAL
4176 E 3RD AVE
NAPA CA 94558

020-220-006-000
VILLA AMOROSA
4045 N ST HELENA HWY
CALISTOGA CA 94515

020-220-007-000
SHELDON M HEITZ ETAL
16476 W WINDSOR AVE
GOODYEAR AZ 85395

020-230-005-000
REALTY INCOME PROPERTIES 2
LLC
555 GATEWAY DR
NAPA CA 94558

020-230-007-000
NAPA COUNTY HOUSING
AUTHORITY
1195 THIRD ST RM B-20
NAPA CA 94559

020-230-008-000
REALTY INCOME PROPERTIES 2
LLC
555 GATEWAY DR
NAPA CA 94558

020-251-002-000
PETER H RIECHERS ETAL
5 CANOPY LN
NAPA CA 94558

020-251-003-000
DARYL H SATTUI
1111 WHITE LANE
SAINT HELENA CA 94574

020-251-006-000
TUCKER ACRES WATER CO
PO BOX 645
CALISTOGA CA 94515

020-252-001-000
SUSAN & THOMAS KOCH JR ETAL
17 N STONINGTON RD
LAGUNA BEACH CA 92651

020-252-002-000
RAFAEL & PAIGE RIOS TR
3970 PETERSON DR
CALISTOGA CA 94515-9621

020-252-005-000
JILL LYNN HAYS
1391 TUCKER RD
CALISTOGA CA 94515-9653

020-252-006-000
THOMAS & ARLENE OBERMEIER
3960 PETERSON DR
CALISTOGA CA 94515-9621

020-252-008-000
GEROG SALZNER
2285 PALMER DR
SAINT HELENA CA 94574

020-252-009-000
JACQUELINE M RUBIN ETAL
1387 TUCKER RD
CALISTOGA CA 94515

020-252-010-000
THOMAS & RITA TUCKER TR
1385 TUCKER RD
CALISTOGA CA 94515-9653

020-253-001-000
CATHRYN JEAN GREGORY TR
PO BOX 273
SAINT HELENA CA 94574-0273

020-253-002-000
GUADALUPE M HUIJON ETAL
1380 TUCKER RD
CALISTOGA CA 94515

020-253-004-000
GUADALUPE M HUIJON ETAL
1380 TUCKER RD
CALISTOGA CA 94515

020-253-005-000
MICHELLE & GARY HOLGUIN
1326 TUCKER RD
CALISTOGA CA 94515

020-254-001-000
MICHAEL BROWN TR ETAL
1381 TUCKER RD
CALISTOGA CA 94515

020-261-001-000
GEORGE A PUGH & MARA K
MCGRATH TR
1323 TUCKER RD
CALISTOGA CA 94515-9660

020-261-002-000
DOROTHEA A HAMILTON TR
1466 SYLVANER AVE
SAINT HELENA CA 94574

020-261-004-000
JAMES JOHNSON & DEVONNA KAJI
PO BOX 325
CALISTOGA CA 94515

020-261-005-000
JEFFREY & RENEE CLAES
1331 TUCKER RD
CALISTOGA CA 94515

020-262-001-000
REX ROMBACH & JANE HENDLER
1320 TUCKER RD
CALISTOGA CA 94515

020-271-008-000
MARIE LEMOS
PO BOX 98
CALISTOGA CA 94515

020-320-003-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-004-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-005-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-006-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-009-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-010-000
TRAVIS STEPHENS ETAL
21422 PACIFIC COAST HWY
MALIBU CA 90265

020-320-015-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-016-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-380-006-000
JOE & LEEANDRA BLANTON
1127 MAPLE LN
CALISTOGA CA 94515

020-390-003-000
4199 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-390-004-000
4175 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-390-005-000
4169 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-390-007-000
SCHRAMSBERG VINEYARDS CO
1400 SCHRAMSBERG RD
CALISTOGA CA 94515-9622

020-390-008-000
SCHRAMSBERG VINEYARDS CO
1400 SCHRAMSBERG RD
CALISTOGA CA 94515-9622

020-390-011-000
SCHRAMSBERG VINEYARDS CO
1400 SCHRAMSBERG RD
CALISTOGA CA 94515-9622

020-390-013-000
DARYL SATTUI
1111 WHITE LN
SAINT HELENA CA 94574

020-390-019-000
WILLIAM & SHARON HAYS
3927 PETERSON DR
CALISTOGA CA 94515-9655

020-390-020-000
SCHRAMSBERG VINEYARDS
COMPANY
1400 SCHRAMSBERG RD
CALISTOGA CA 94515

020-251-001-000
PERRY WESTBROOK TR
877 W FREMONT AVE STE J3
SUNNYVALE CA 94087-2332

020-251-004-000
MATTHEW BARNER PETERSON
JOHANNA LAUREN PATRICK
1611 HARLEY ST
CALISTOGA CA 94515

020-251-005-000
MATTHEW BARNER PETERSON
JOHANNA LAUREN PATRICK
1611 HARLEY ST
CALISTOGA CA 94515

022-252-004-000
SCOTT & ARCIA HALLEY TR ETAL
27373 OLD CHIMNEY RD
MALIBU CA 90265-2855

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)**EXCLUSIONS FROM COVERAGE**

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the

right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time

of payment or tender of payment and that the Company is obligated to pay.

- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and

contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606.

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WALTER HEITZ ETAL
16476 W WINDSOR AVE
GOODYEAR AZ 85395

020-220-006-000
VILLA AMOROSA
4045 N ST HELENA HWY
CALISTOGA CA 94515

020-230-007-000
NAPA COUNTY HOUSING AUTHORITY
1195 THIRD ST RM B-20
NAPA CA 94559

020-251-003-000
DARYL H SATTUI
1111 WHITE LANE
SAINT HELENA CA 94574

020-252-002-000
RAFAEL & PAIGE RIOS TR
3970 PETERSON DR
CALISTOGA CA 94515-9621

020-252-008-000
GEROG SALZNER
2285 PALMER DR
SAINT HELENA CA 94574

020-253-001-000
CATHRYN JEAN GREGORY TR
PO BOX 273
SAINT HELENA CA 94574-0273

020-253-005-000
MICHELLE & GARY HOLGUIN
1326 TUCKER RD
CALISTOGA CA 94515

020-254-001-000
MICHAEL BROWN TR ETAL
1381 TUCKER RD
CALISTOGA CA 94515

020-261-004-000
JAMES JOHNSON & DEVONNA KAJI
PO BOX 325
CALISTOGA CA 94515

020-271-008-000
MARIE LEMOS
PO BOX 98
CALISTOGA CA 94515

020-320-005-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-010-000
TRAVIS STEPHENS ETAL
21422 PACIFIC COAST HWY
MALIBU CA 90265

020-380-006-000
JOE & LEEANDRA BLANTON
1127 MAPLE LN
CALISTOGA CA 94515

020-390-005-000
4169 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-390-011-000
SCHRAMSBERG VINEYARDS CO
1400 SCHRAMSBERG RD
CALISTOGA CA 94515-9622

020-390-020-000
SCHRAMSBERG VINEYARDS
COMPANY
1400 SCHRAMSBERG RD
CALISTOGA CA 94515

020-251-005-000
MATTHEW BARNER PETERSON
JOHANNA LAUREN PATRICK
1611 HARLEY ST
CALISTOGA CA 94515

020-261-001-000
GEORGE A PUGH & MARA K
MCGRATH TR
1323 TUCKER RD
CALISTOGA CA 94515-9660

020-261-005-000
JEFFREY & RENEE CLAES
1331 TUCKER RD
CALISTOGA CA 94515

020-320-003-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-006-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-015-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-390-003-000
4199 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-390-007-000
SCHRAMSBERG VINEYARDS CO
1400 SCHRAMSBERG RD
CALISTOGA CA 94515-9622

020-390-013-000
DARYL SATTUI
1111 WHITE LN
SAINT HELENA CA 94574

020-251-001-000
PERRY WESTBROOK TR
877 W FREMONT AVE STE J3
SUNNYVALE CA 94087-2332

022-252-004-000
SCOTT & ARCIA HALLEY TR ETAL
27373 OLD CHIMNEY RD
MALIBU CA 90265-2855

020-261-002-000
DOROTHEA A HAMILTON TR
1466 SYLVANER AVE
SAINT HELENA CA 94574

020-262-001-000
REX ROMBACH & JANE HENDLER
1320 TUCKER RD
CALISTOGA CA 94515

020-320-004-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-009-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-320-016-000
PD PROPERTIES LLC
995 VINTAGE AVE #100
SAINT HELENA CA 94574

020-390-004-000
4175 HEITZ WAY LLC
PO BOX 41123
JACKSONVILLE FL 32203

020-390-008-000
SCHRAMSBERG VINEYARDS CO
1400 SCHRAMSBERG RD
CALISTOGA CA 94515-9622

020-390-019-000
WILLIAM & SHARON HAYS
3927 PETERSON DR
CALISTOGA CA 94515-9655

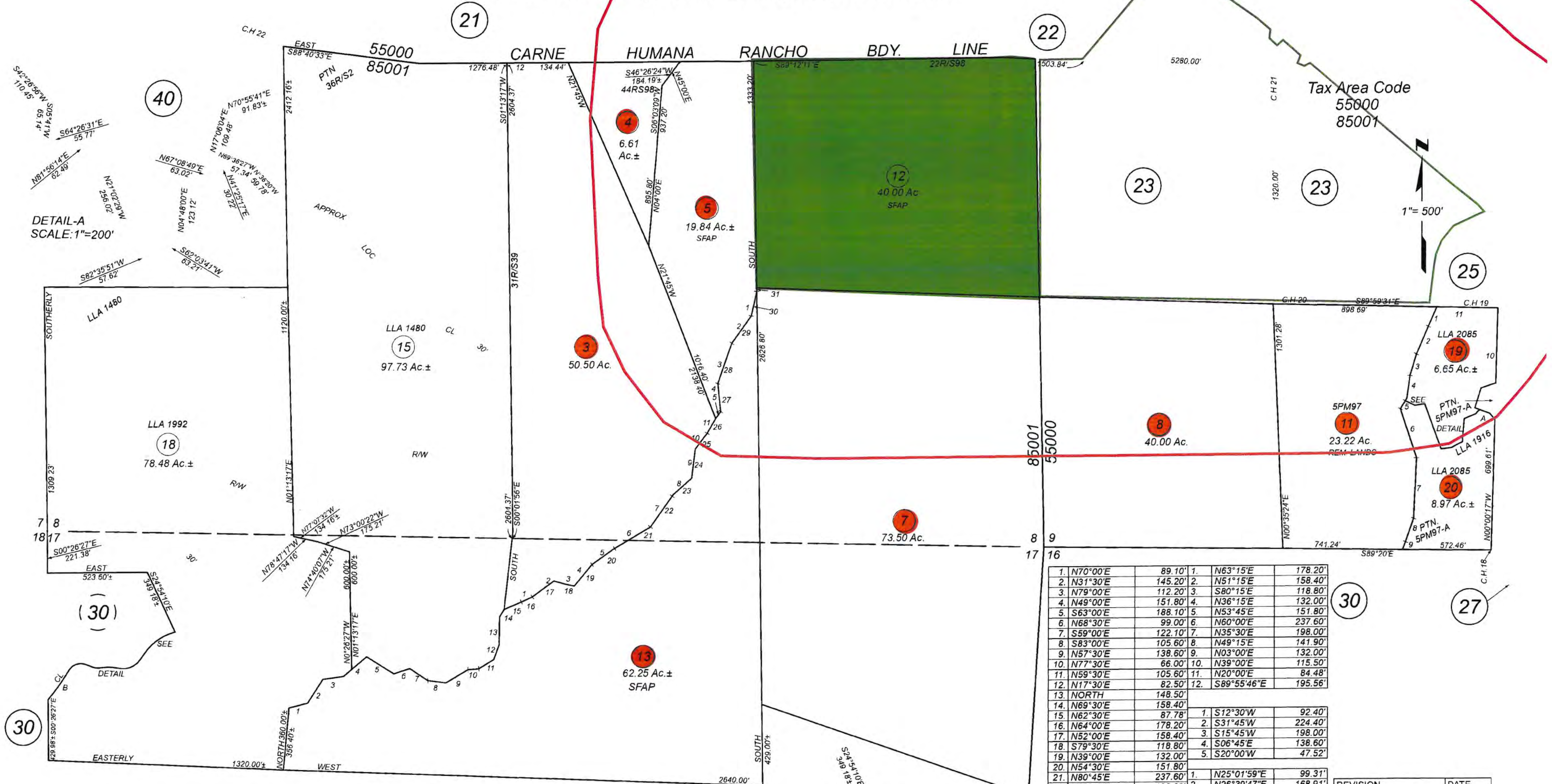
020-251-004-000
MATTHEW BARNER PETERSON
JOHANNA LAUREN PATRICK
1611 HARLEY ST
CALISTOGA CA 94515

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NAPA COUNTY ASSESSOR'S PARCEL MAP

PTN. SEC'S 8,9 & 17 T.8N.,6W., M.D.B.&M.

20-39 1090
PTN. 20-14



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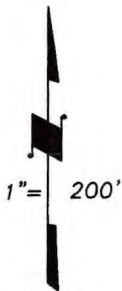
1. N70°00'E	89.10'	1. N63°15'E	178.20'
2. N31°30'E	145.20'	2. N51°15'E	158.40'
3. N79°00'E	112.20'	3. S80°15'E	118.80'
4. N49°00'E	151.80'	4. N36°15'E	132.00'
5. S63°00'E	188.10'	5. N53°45'E	151.80'
6. N68°30'E	99.00'	6. N60°00'E	237.60'
7. S59°00'E	122.10'	7. N35°30'E	198.00'
8. S83°00'E	105.60'	8. N49°15'E	141.90'
9. N57°30'E	138.60'	9. N03°00'E	132.00'
10. N77°30'E	66.00'	10. N39°00'E	115.50'
11. N59°30'E	105.60'	11. N20°00'E	84.48'
12. N17°30'E	82.50'	12. S89°55'46"E	195.56'
13. NORTH	148.50'		
14. N69°30'E	158.40'	1. S12°30'W	92.40'
15. N62°30'E	87.78'	2. S31°45'W	224.40'
16. N64°00'E	178.20'	3. S15°45'W	198.00'
17. N52°00'E	158.40'	4. S06°45'E	138.60'
18. S79°30'E	118.80'	5. S20°00'W	47.52'
19. N39°00'E	132.00'		
20. N54°30'E	151.80'	1. N25°01'59"E	99.31'
21. N80°45'E	237.60'	2. N26°39'47"E	168.91'
22. N36°15'E	198.00'	3. N19°49'31"E	125.33'
23. N50°00'E	141.90'	4. S08°54'56"W	125.30'
24. N03°45'E	132.00'	5. S34°59'30"W	73.90'
25. N39°45'E	115.50'	6. S22°25'24"E	279.95'
26. N30°45'E	132.00'	7. S00°12'33"E	320.38'
27. N06°00'W	138.60'	8. S18°21'W	143.39'
28. N16°30'E	198.00'	9. S12°44'W	52.58'
29. N32°30'E	224.40'	10. N00°00'17"W	409.86'
30. N13°15'E	92.40'	11. N89°59'31"W	401.41'
31. SOUTH	13.20'		

REVISION	DATE
PTN 390-02 RS	01-23-04
390-14 & 15 LLA	11-29-06
PTN 390-04 RS	07-28-15
390-16 & 17 LLA	02-23-18
390-18 LLA	12-18-20
390-19 & 20 LLA	12-27-23

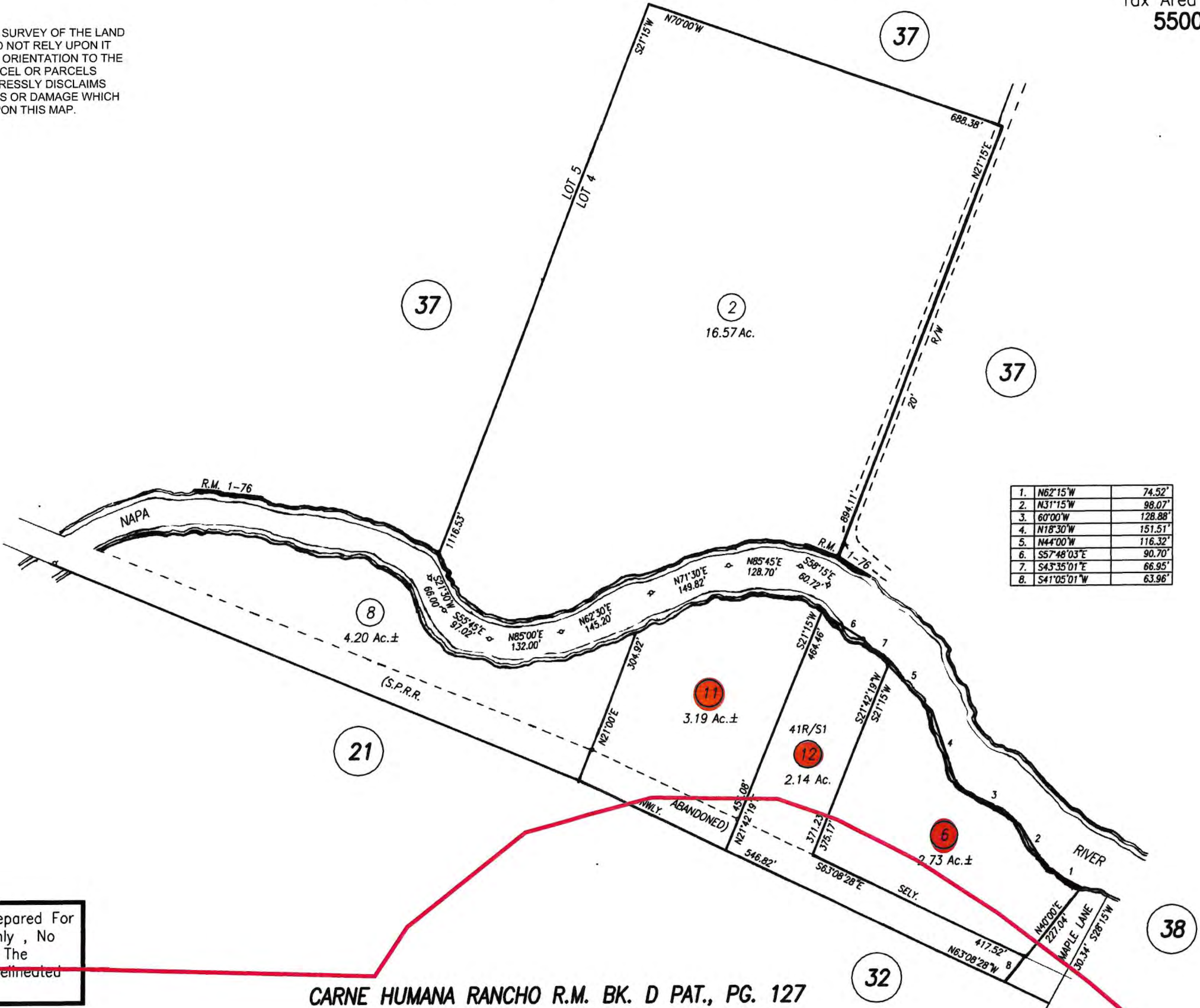
COUNTY ASSESSOR'S PARCEL MAP

Tax Area Code
55000

20-17



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GENERAL LOCATION OF THE PARCEL OR PARCELS
DEPICTED, FIRST AMERICAN EXPRESSLY DISCLAIMS
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1.	N62°15'W	74.52'
2.	N31°15'W	98.07'
3.	60°00'W	128.88'
4.	N18°30'W	151.51'
5.	N44°00'W	116.32'
6.	S57°48'03"E	90.70'
7.	S43°35'01"E	66.95'
8.	S41°05'01"W	63.96'

NOTE: This Map Was Prepared For
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Hereon.

	5-11-66
	3-9-83
	12-23-83
170-11 MGR	3-22-99
170-12 MGR	3-22-99
170-12 RS	4-22-11
REVISION	DATE

1955-61

CARNE HUMANA RANCHO R.M. BK. D PAT., PG. 127
KILBURN CHILDREN'S TRACT R.M. BK. 1, PG. 76

20-07

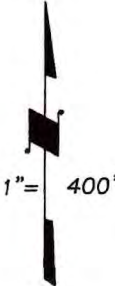
COUNTY ASSESSOR'S PARCEL MAP

Tax Area Code
55000

20-21

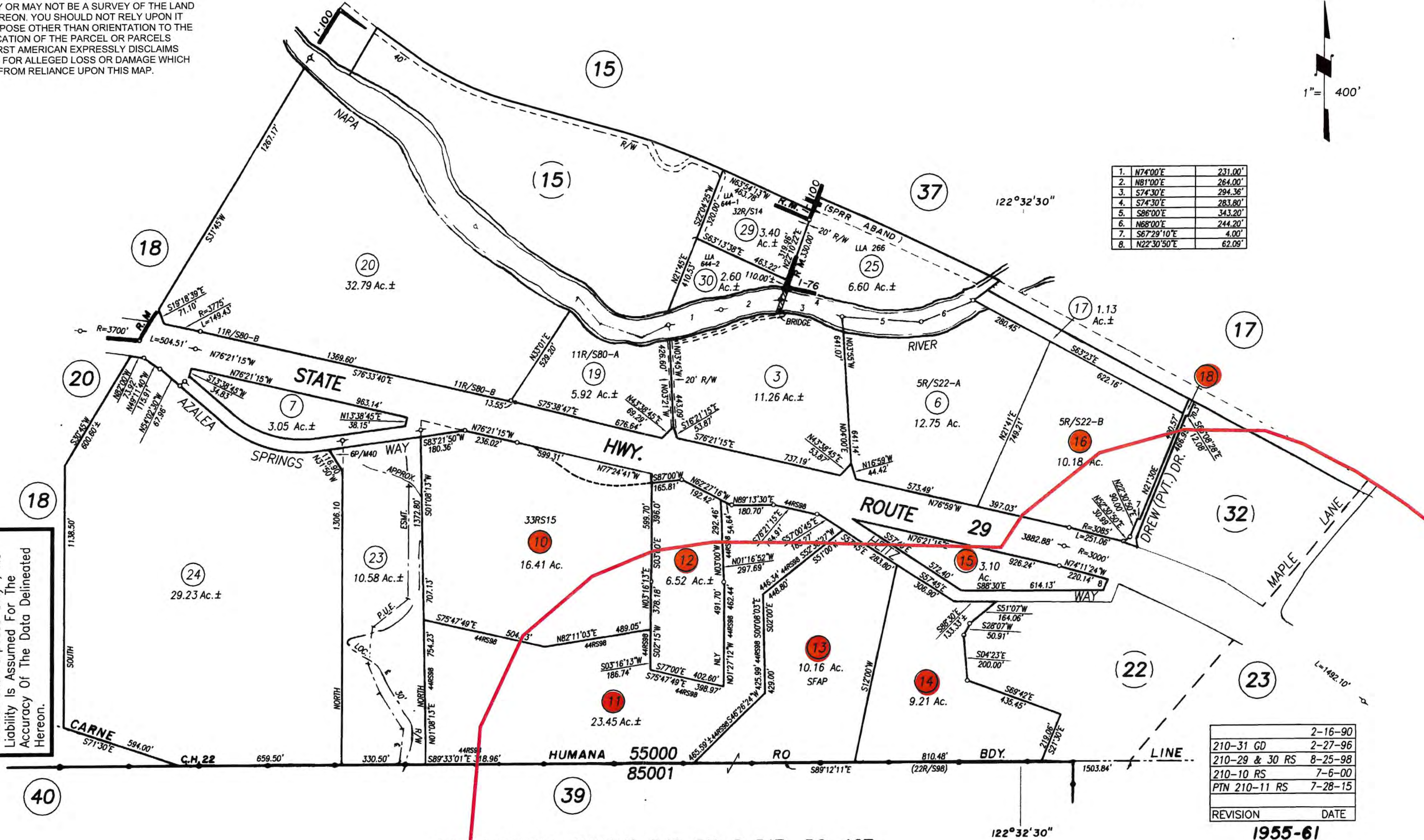
1093

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1.	N74°00'E	231.00'
2.	N81°00'E	264.00'
3.	S74°30'E	294.36'
4.	S74°30'E	283.80'
5.	S86°00'E	343.20'
6.	N68°00'E	244.20'
7.	S67°29'10"E	4.00'
8.	N22°30'50"E	62.09'

NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.



2-16-90	
210-31 GD	2-27-96
210-29 & 30 RS	8-25-98
210-10 RS	7-6-00
PTN 210-11 RS	7-28-15
REVISION	DATE

1955-61

CARNE HUMANA RANCHO R.M. BK. D PAT., PG. 127
KILBURN CHILDREN'S TRACT R.M. BK. 1, PG. 76

20-21

POR. CARNE HUMANA RANCHO
R. M. Bk.D Pat., Pg 127

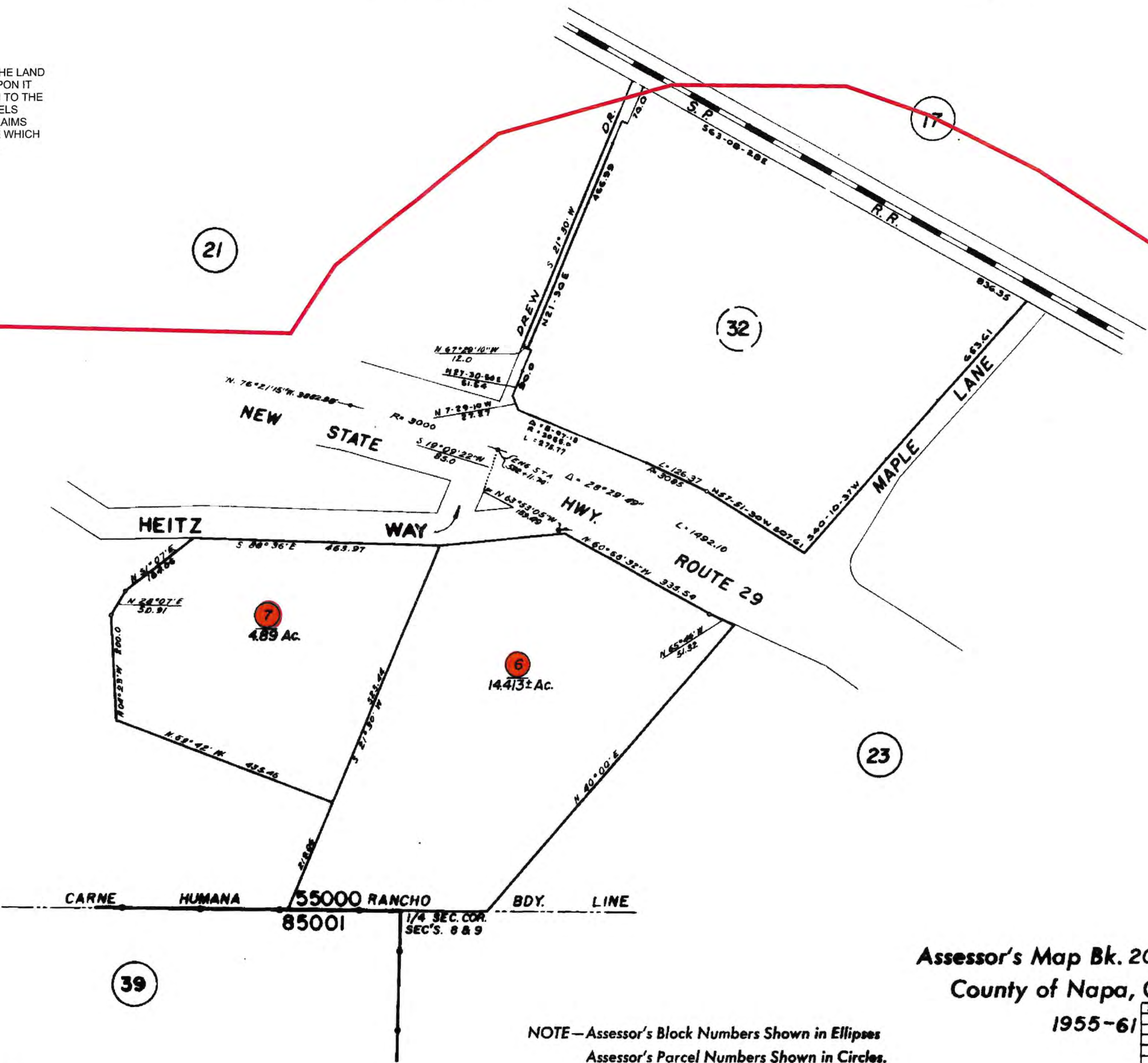
Tax Area Code
55000

20-22

1094

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GENERAL LOCATION OF THE PARCEL OR PARCELS
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1" = 200'



NOTE: This Map Was Prepared For
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Hereon.

NOTE— Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 20 -Pg. 22
County of Napa, Calif.

1955-61

5-11-61

Tax Area Code
55000

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND
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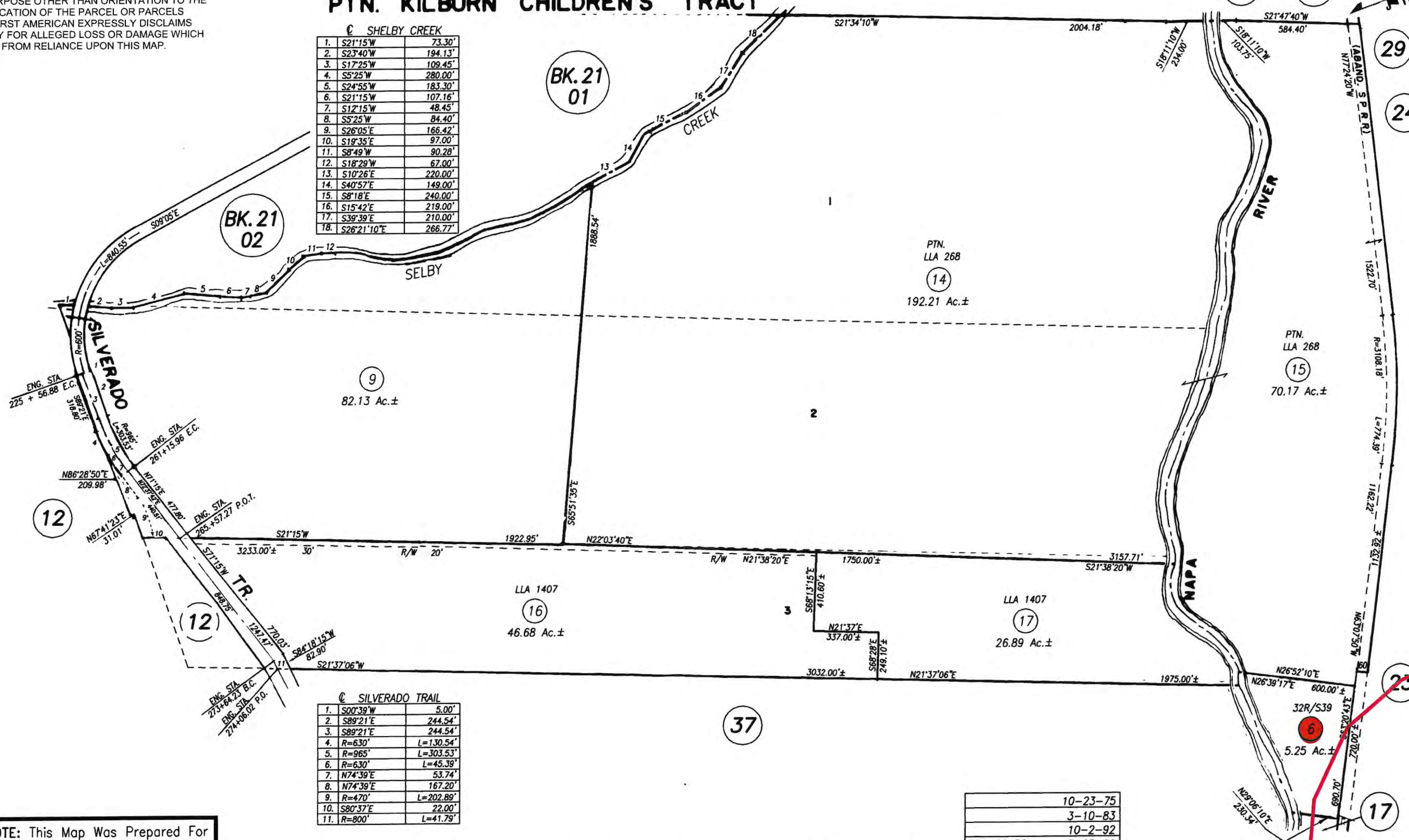
PTN. CARNE HUMANA RANCHO
PTN. T.8 N., R.6 W., M.D.B. & M.
PTN. KILBURN CHILDREN'S TRACT

SELBY CREEK

1.	S21°15'W	73.30'
2.	S23°40'W	194.13'
3.	S17°25'W	109.45'
4.	S5°25'W	280.00'
5.	S24°55'W	183.30'
6.	S21°15'W	107.16'
7.	S12°15'W	48.45'
8.	S5°25'W	84.40'
9.	S26°05'E	166.42'
10.	S19°35'E	97.00'
11.	S8°49'W	90.28'
12.	S18°29'W	67.00'
13.	S10°26'E	220.00'
14.	S40°57'E	149.00'
15.	S8°18'E	240.00'
16.	S15°42'E	219.00'
17.	S39°39'E	210.00'
18.	S26°21'10"E	266.77'

SILVERADO TRAIL

1.	S00°39'W	5.00'
2.	S89°21'E	244.54'
3.	S89°21'E	244.54'
4.	R=630'	L=130.54'
5.	R=965'	L=303.53'
6.	R=630'	L=45.39'
7.	N74°39'E	53.74'
8.	N74°39'E	167.20'
9.	R=470'	L=202.89'
10.	S80°37'E	22.00'
11.	R=800'	L=41.79'



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Hereon.

CARNE HUMANA RANCHO R.M. BK. D PAT., PG. 127
KILBURN CHILDRENS'S TRACT R.M. BK. 1, PG 76

	10-23-75
	3-10-83
	10-2-92
380-06 RS	3-25-99
380-16&17 LLA	4-15-05
380-10 TO PG 1210-13-06	
REVISION	DATE

Assessor's Map Bk. 20 Pg. 38
County of Napa, Calif.
1964

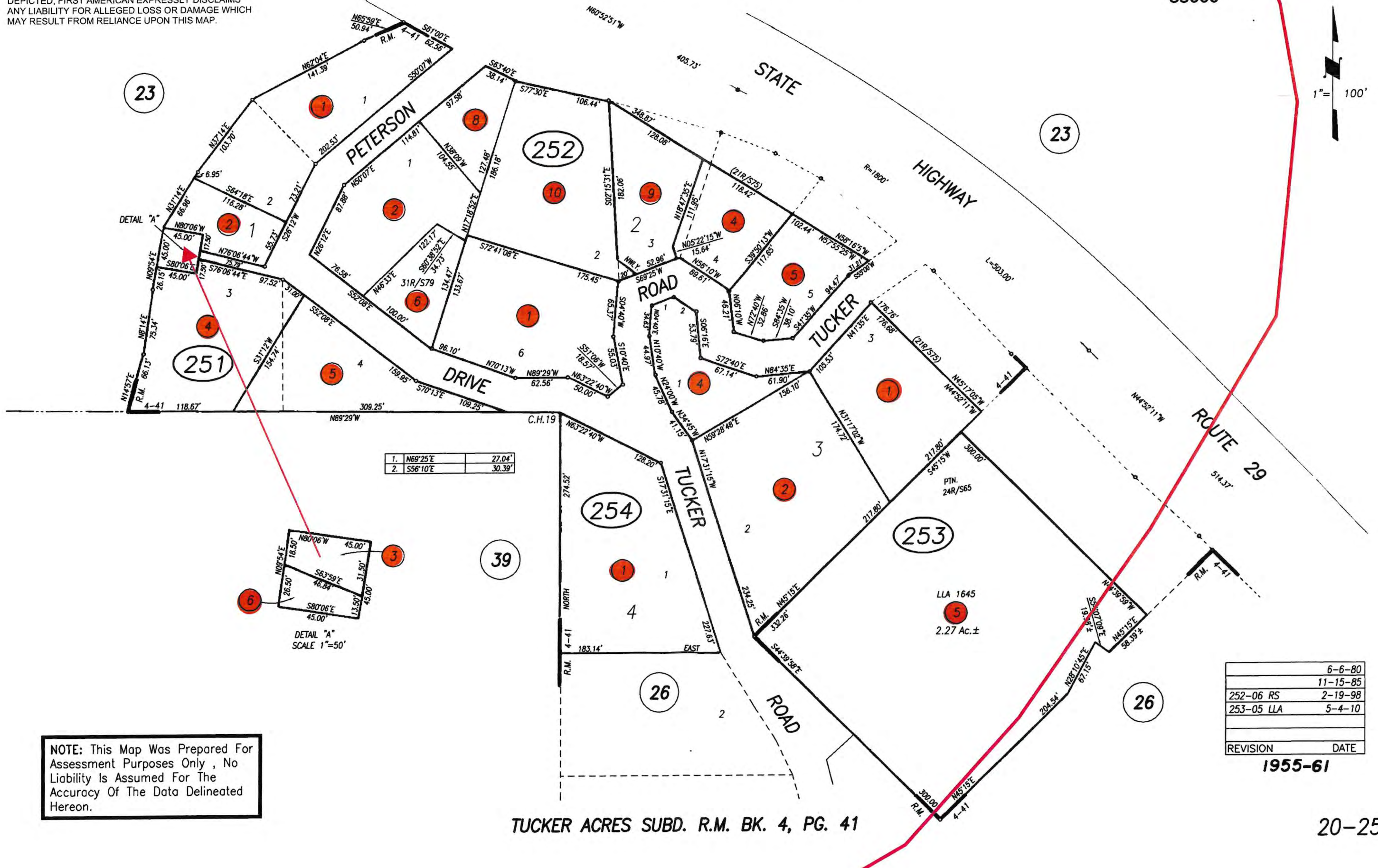
COUNTY ASSESSOR'S PARCEL MAP

POR. CARNE HUMANA RANCHO

Tax Area Code
55000

20-25

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



20-25

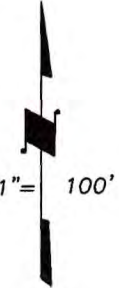
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

COUNTY ASSESSOR'S PARCEL MAP
PTN. CARNE HUMANA RANCHO

Tax Area Code
55000

20-26

1097



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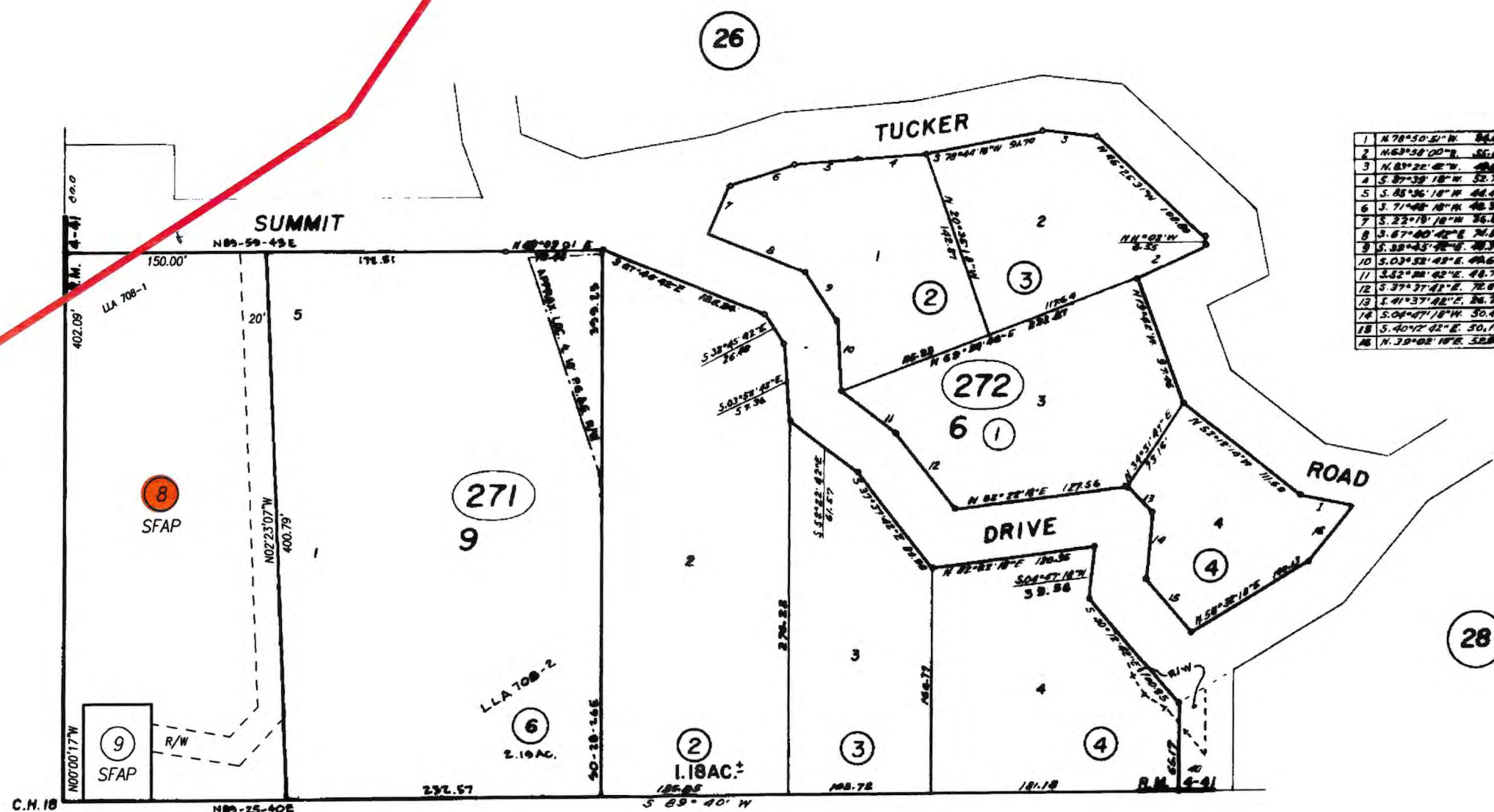
5-11-66	
262-14THRU16 LLA	12-28-07
262-17 LLA	5-4-10
262-12 RS	6-18-13
261-05 LLA	2-23-18
262-03 & 14 RS	12-16-19
REVISION	DATE

1955-61

TUCKER ACRES SUBD. R.M. BK. 4. PG'S. 41-42

20-26

1" = 10



	1-29-8
	11-1-8
	8-28-9
	4-5-9
	3-1-9
271-08 & 09 LSE	4-20-2
REVISION	DATE

20-27

COUNTY ASSESSOR'S PARCEL MAP

PTN. CARNE HUMANA RANCHO

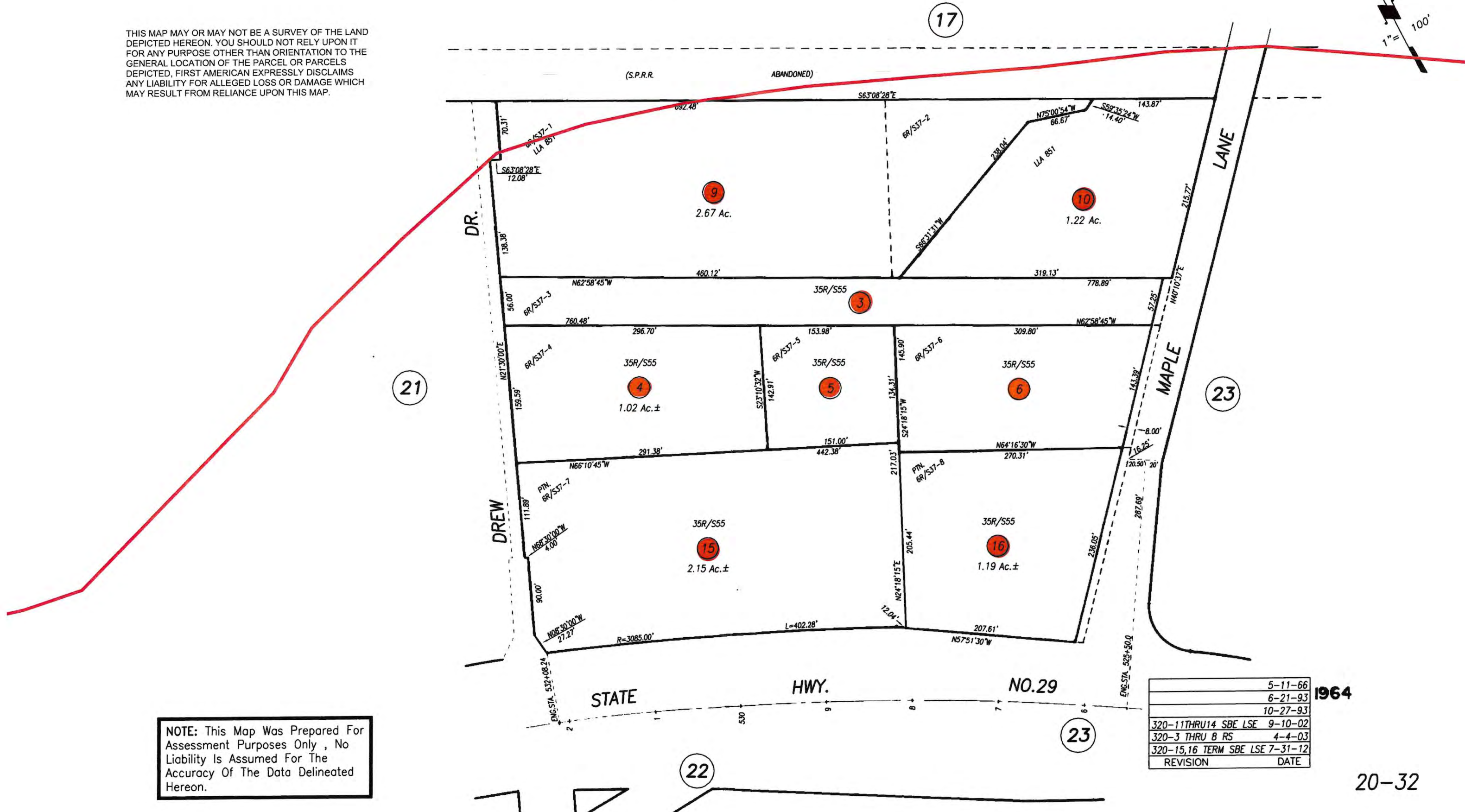
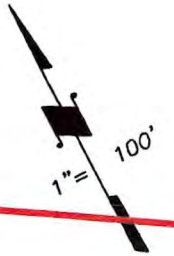
R.M. BK. D PAT., PG. 127

Tax Area Code
55000

20-32
PTN. 20-22

1099

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5-11-66	1964
6-21-93	
10-27-93	
320-11THRU14 SBE LSE	9-10-02
320-3 THRU 8 RS	4-4-03
320-15,16 TERM SBE LSE	7-31-12
REVISION	DATE

20-32

“B”

Applicant Water Information

Castello Di Amorsa (System #CA2800043)

Water Production from Groundwater Wells and Surface Reservoir (In Gallons)

Year-2024					
Month	Well #1 (CA2800043_001_001)	Well #2 (CA2800043_003_003)	Tot Groundwater Prod	Reservoir (Lake)	Tot Water Prod (Surface and Ground)
January	200,325	192,695	393,020	1	393,021
February	165,779	185,264	351,043	0	351,043
March	168,101	276,620	444,721	2	444,723
April	280,400	443,716	724,116	0	724,116
May	343,995	1,367,031	1,711,026	185,431	1,896,457
June	289,159	1,591,440	1,880,599	210,500	2,091,099
July	458,606	3,413,060	3,871,666	401,217	4,272,883
August	366,900	702,468	1,069,368	1,983,798	3,053,166
September	372,734	1,420,491	1,793,225	1,746,385	3,539,610
October	118,416	927	119,343	556,348	675,691
November	54,201	255,946	310,147	108,272	418,419
December	22,279	98,281	120,560	57,696	178,256
Annual Total	2,840,895	9,947,939	12,788,834	5,249,650	18,038,484

Castello Di Amorosa (System #CA2800043)

Water Production from Groundwater Wells and Surface Reservoir (In Gallons)

Year-2025

Month	Well #1 (CA2800043_001_001)	Well #2 (CA2800043_003_003)	Tot Groundwater Prod	Reservoir (Lake)	Tot Water Prod (Surface and Ground)
January	38,207	144,927	183,134	113,629	296,763
February	43,549	153,557	197,106	133,323	330,429
March	57,670	149,835	207,505	156,945	364,450
April	154,251	113,024	267,275	419,111	686,386
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Annual Total	293,677	561,343	855,020	823,008	1,678,028

“C”

Appellant Opposition Letter



WATER AUDIT CALIFORNIA

A PUBLIC BENEFIT CORPORATION

952 SCHOOL STREET #316 NAPA CA 94559
VOICE: (707) 681-5111
EMAIL: LEGAL@WATERAUDITCA.ORG

June 4, 2025

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

Sent via email to:

Laura.Anderson@countyofnapa.org, clerkoftheboard@countyofnapa.org

RE: Sattui Appeal Process

Dear Ms. Anderson and Board of Supervisors:

As you are aware, Water Audit California ("Water Audit") currently has a timely submitted and pending appeal of the April 2, 2025, decision of the Napa County Planning Commission to adopt the Dario / Sattui / Castello Di Amorosa Use Permit Major Modification Application #P19-00459-MOD.

We are in receipt of Ms. Anderson's recent communications, which state that Staff intends to request that the Board of Supervisors ("BOS") remand the matter back to the Planning Commission "on the topic of groundwater" and that "[t]he appeal would remain in abeyance until the updated WAA has been considered by the Commission."

We have carefully reviewed Napa County's appeals ordinance, as set forth in Chapter 2.88 of the Napa County Code and found no provision that authorizes a remand outside of the scope of the full appeal process. Specifically, the mandatory process prior to appeal hearing includes:

2.88.050 Appeal packet and payment of fees and costs

2.88.080 Scheduling and notice of the hearing; Prehearing conference.

2.88.085 Mandatory prehearing conference procedures.

2.88.090 Hearing—Conduct and procedures—Decision.

A. Standard of review. The board shall exercise its independent judgment, based on substantial evidence on the record on appeal, or such extrinsic evidence as

may be allowed pursuant to this Section, in determining whether to grant or deny the appeal, or remand the matter, in whole or in part, to the decision maker.

We have also reviewed Part I: Section 8B, Rules 13-17 (i.e. Rules of Conduct and Business before the BOS), which include the preparation of certified transcripts (required prior to hearing of appeal), and procedures for testimony provided and evidence submitted for the appeal hearing.

Only after hearing, as provided in 2.88.090, and after the aforementioned appeal procedure, does the code and/or rules provide for remand by the BOS (Napa County Code, Chapter 2.88.090, C.)

As Water Audit noted in both its comment letter to the Planning Commission for its hearing on April 2, 2025, and in this appeal before the BOS, its principal objection to this Application is to the failure of Napa County to consider the impact of this project on the public trust interests by the depletion of water resources. Specifically, Water Audit noted that there was no metering data and no pumping data for the project wells. Now it appears Water Audit's concerns were validated, and that groundwater use exceeded that what was avowed in the WAA, resulting in Staff's and the Planning Commission's failure to adequately consider the County's public trust responsibilities.

However, as opposed to bringing the process to a full hearing before the BOS, or the Applicant simply withdrawing the appeal (as happened with Inglenook), and granting Water Audit's appeal, the County plans to provide the Applicant a "do-over" and disregard Water Audit's investment of time and money in bringing this appeal.

Furthermore, based on new evidence and a possible new decision by the Planning Commission, Water Audit's current claims for appeal may be inapplicable, which will necessitate an additional expenditure of time and money to modify the appeal. It is also possible, although unlikely, Water Audit might conclude that a second appeal is not necessary. Regardless, a remand at this juncture in the process is highly prejudicial to the rights of an appellant, and highly biased towards an individual applicant.


It is our considered opinion based upon more than a year of consistent effort, that the County of Napa has engaged in conduct that violated constitutional rights during administrative proceedings. The decisions of the County of Napa's Planning Commission and the Board of Supervisors on land use proposals and entitlements, including Use Permits and Exceptions, Subdivisions and Parcel Maps are adjudicative proceedings. Under the U.S. Constitution and the California Constitution, due process of law provisions applies to adjudicative proceedings (see 1 California Environmental Law

& Land Use Practice § 10.04 (2025).) The County of Napa has had a longstanding policy, custom and practice to exclude due process in administrative proceedings by arbitrarily and capriciously not following its own code, ordinances, and rules. The right to due process, especially during processes that impact public trust resources, is inherently protected by the Constitution. Napa County, acting under the color of law, has deprived Water Audit of its rights under the Constitution in this matter and in numerous other matters previously brought to your attention

As Einstein stated, one cannot solve a problem on the same level on which it was created. We have caused this series of problems to be brought to each Supervisor's attention, and yet with minor inconsistent improvement, the underlying problems remain the same. It appears that Water Audit is left with only two alternatives: let the present substandard conduct to continue injuring the public trust, or to do something different on a different level.

We look forward to observing your attention to this matter.

Respectfully,



William McKinnon
General Counsel
Water Audit California



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: 6/24/2025

File ID #: 25-525

TO: Board of Supervisors
FROM: Neha Hoskins, Clerk of the Board
REPORT BY: Paulette Cooper, Deputy Clerk of the Board II
SUBJECT: Appointments to the Napa County Library Commission

RECOMMENDATION

Appoint Matthew S. Reid to represent the City of Calistoga and choose one of the following applicants to represent the County of Napa on the Napa County Library Commission with a term of office commencing immediately and ending on January 31, 2028. (No Fiscal Impact)

Lauren D. Muscatine
Marie Paz B. Maurer
Logan Elena Triglia Laverty
Margaret Woodard
Monica G. Conners
Vivian Wehner
Susan Kalman

BACKGROUND

There are currently two openings on the Napa County Library Commission due to expired terms. The previous incumbent Stephanie Allen, served the maximum of three terms pursuant to Resolution 2015-09, Article I. This created one vacancy for the City of Calistoga Representative. The previous incumbent, Simone Katz-O’Niell, did not seek reappointment. This created one vacancy for the County of Napa Representative. The County Executive Office advertised the vacancies and received one application from Matthew S. Reid for the City of Calistoga Representative and seven new applications from Lauren D. Muscatine, Marie Paz B. Maurer, Logan Elena Triglia Laverty, Margaret Woodard, Monica G. Conners, Vivan Wehner, and Susan Kalman for the

County of Napa Representative.

The Napa County Library Commission functions as an advisory commission to the Napa County Board of Supervisors on matters pertaining to the Library. The Commission consists of eight (8) members; three (3) to be appointed by the County Board of Supervisors, two (2) appointed by the Napa City Council, one (1) appointed by the American Canyon City Council, one (1) appointed by the Calistoga City Council, and one (1) appointed by the Yountville Town Council. A member whose appointment has expired may continue to serve until a new appointment is made by the appropriate authority.

On April 8, 2025, the City of Calistoga City Council met at a regular meeting and approved the appointment of Matthew S. Reid to fill the position for the City of Calistoga Representative. (Resolution attached)

On June 10, 2025, the Napa County Library Commission met at a special meeting and voted to recommend Moncia G. Connors to fill the position for the County of Napa Representative. (Recommendation letter attached)

PROCEDURAL REQUIREMENTS:

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item.

REQUESTED ACTION:

Appoint Matthew S. Reid to represent the City of Calistoga and accept the recommendation of the Library Commission and appoint Monica G. Connors to the Napa County Library Commission.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?

No

ENVIRONMENTAL IMPACT

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

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

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Public Records Act

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](https://www.sos.ca.gov/PoliticalPractices/)

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

Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

Commissioner

Profile

Matthew

First Name

S

Middle
Initial

Reid

Last Name


Email Address


Home Address

Suite or Apt

Calistoga

City

CA

State

94515

Postal Code

Which supervisorial district do you reside in? *

☒ District 3

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


Primary Phone

Benessere Vineyards

Employer

General Manager &
Winemaker

Job Title

Winemaker

Occupation

Education/Experience

M.S. Viticulture & Enology, UC-Davis, 2003 B.A. Environmental Studies & Economics, Oberlin College, 1991 Trustee, Calistoga Joint Unified School District, 2016-2020, 2022-present

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

Resume

[Matthew Reid CV 2024.doc](#)

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.

Stephanie Rothberg-Allen, [REDACTED] Dr. Audra Pittman, [REDACTED] Indira Lopez-Jones, [REDACTED]

Community Participation

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

I love our Calistoga Library and the Napa County Library system. I love libraries in general. I think it's amazing that we have them and I want to make sure that we keep them. In addition to my role on the Calistoga school board, I volunteer on other nonprofit boards as well. I am also a graduate of the Leadership Napa Valley program (Class 34).

Nature of activity and community location

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

Associate Director, Napa County Resource Conservation District (ended January, 2025)
Board Member, Hearts & Hands Preschool (Calistoga, ended December 2024) Napa Valley Vintners, Member Relations Committee Treasurer, Calistoga Education Foundation (ended January 2025)

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

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

☒ Yes ☐ No

Please Agree with the Following Statement

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

☒ I Agree

Electronic Signature (First M. Last)

Matthew S. Reid

Date

February 12, 2025

MATTHEW S. REID

[REDACTED], Calistoga, California

EDUCATION

Master of Science in Viticulture & Enology, University of California, Davis, June, 2003.

Bachelor of Arts in Economics & Environmental Studies, Oberlin College, Oberlin, OH, May 1991

EXPERIENCE

[Benessere Vineyards](#), St Helena, CA **General Manager**, 2023-Present, **Winemaker**, 2013-Present
Responsible for finance, operations, sales management, and production, as well as for the day-to-day activities of the winery and staff supervision with a collaborative leadership style. Act as primary brand ambassador at the winery as well as at wine club, trade, marketing and sales events. Duties include strategic planning, capital projects management, compliance, financial reporting, sourcing, maintenance, marketing and human resources.

Direct winemaking for 3,500 case brand and custom crush operations comprising a further 4,500 cases. Produce traditional Napa Valley varieties as well as Italian varieties such as Sangiovese, Aglianico and Sagrantino. Hire, train, manage and supervise cellar and harvest employees. Active involvement in management of 30-acre estate vineyard. Source grapes from Napa, Sonoma, and Clarksburg vineyards. Involved in strategic planning, vineyard redevelopment, and budget development. Represent brand at Napa Vintners events, at the winery, and in the market. Media training has led to appearances on KTVU-2 and Napa Valley Grapegrowers' Harvest Press Conference. Develop new, non-traditional blends incorporating estate and bulk wines in response to vintage lost to wildfire. These blends proved so popular that production continues from estate and purchased grapes.

Additional Winemaking Projects

[PWR Wines](#), Calistoga, CA, 2009-Present. Personal brand producing 350 cases from vineyards throughout Northern California. Current production includes Viognier, Grenache, Tempranillo, and Petite Sirah.

Lemke-von-Ammons Wines, Oakville, CA, 2009-Present. Produce Cabernet Sauvignon from small estate vineyard in the hills above To-Kalon. Produce white wines, including Chardonnay and Viognier, to client's specifications.

Nabu Cellars, Malibu, CA. 2013-Present. Produce Northern California portfolio of wines including Sauvignon Blanc, Chardonnay, Chenin Blanc, Pinot Noir, Merlot, Cabernet Sauvignon, and Zinfandel.

Consulting Winemaker, [Burgess Cellars](#), St Helena, CA 2012-2016
Mentor winemaker Kelly Woods to help established mountain winery transition to a more modern winemaking style, with particular emphasis on producing wines with a silky, well-integrated tannin profile.

Winemaker, [Quixote Winery](#), Yountville, CA January 2010-December 2011
Produce Cabernet Sauvignon and Petite Syrah from estate vineyard in Stags Leap District. Oversee vineyard management. Plan vineyard re-design for 2012, including selection of most appropriate rootstocks and clones, row direction and trellis type. Develop winery's reserve program for Petite Syrah to produce an outstanding reserve wine without diminishing the quality of the traditional bottling. Perform all lab and cellar operations.

Custom Crush Winemaker, [Failla](#), St Helena, CA August 2008-January 2010

MATTHEW S. REID

[REDACTED], Calistoga, California

Direct the ~120 ton custom crush operations at the newly opened Failla Winery, while also helping with the ~60 tons of Failla production. Produce client wines from throughout Napa Valley with an emphasis on Bordeaux varieties, Syrah and Zinfandel. Failla Pinot noir and Syrah production includes fruit from Russian River, Sonoma Coast and Anderson Valley vineyards. Equip winery for its first harvest in the new facility. Coordinate scheduling and winemaking protocols with client winemakers. Perform winemaking work to client specifications.

Winemaker, [Seavey Vineyard](#), St. Helena, CA

July 2006-July 2008

Assistant Winemaker

July 2004-July 2006

Responsible for harvest timing, pressing, blending decisions and all cellar operations. Advise on vineyard management including pruning, crop-load, leafing, harvest timing and post-harvest irrigation, as well as new vineyard block development and establishment. Hire outside vineyard crews to work with the Seavey team to improve vineyard health and rehabilitate underperforming blocks. Improve winery efficiency and sanitation. Chemical analysis including wet chemistry and enzymatics. Hire, train and supervise harvest interns. Plan, budget and implement winery capital improvements.

PROFESSIONAL ASSOCIATIONS

Napa Valley Grapegrowers, 2013-present. Media Training, Harvest Press Conference. 2016 vintage report on KTVU-2.

Napa Valley Vintners, 2004-present. Member of Community and Industry Interests Committee 2005-2008. Member Relations Committee 2022-present.

Associate Director, Napa County Resource Conservation District, 2021-present.

Wine Service Co-Op, Board member, 2019-present..President, 2022. Operations Chair, 2023.

California Enological Research Association, 2004-11. President 2009-2010. Vice-President, 2008-2009. Co-chair of Winemaking Techniques Committee, 2008.

Napa Valley Vineyard Technical Group, 2007-2014.

GOVERNMENTAL AND NONPROFIT ASSOCIATIONS

Board Trustee, Calistoga Joint Unified School District, 2016-2020, 2022-present

Board Member, Hearts & Hands Preschool, 2021-present

Leadership Napa Valley, Class 34. 2021-2022

Calistoga Education Foundation, 2022-Present. Treasurer.

REFERENCES available on request.

Available upon request.

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.

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

Commissioner

Profile

Lauren

First Name

D

Middle
Initial

Muscatine

Last Name


Email Address


Home Address

Suite or Apt

Napa

City

CA

State


94558

Postal Code

Which supervisorial district do you reside in? *

☒ District 3

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


Primary Phone

University of California,
Davis

Employer

Principal Editor

Job Title

Managing Editor

Occupation

Education/Experience

Bio-sketch As a scientific editor and writer for the UC Davis Institute of the Environment with over 20 years of professional experience in science and publications management, I am often chosen to lead complex publication efforts working with technical teams that include researchers and writing and design professionals. I co-created and manage the online journal, San Francisco Estuary and Watershed Science. I managed the publication of a foundational book, Atmospheric Rivers, with over 30 international scientists under a 5-year, multi-campus award. I excel in producing high-quality scientific publications that further the state of knowledge about the environmental, agricultural, and water management issues surrounding the San Francisco Estuary and Sacramento-San Joaquin Delta. My collaborative efforts produce clear, informative prose that consistently meets communication objectives. Since 2012, I have become a valued partner of novel collaborations that blend science and art. These projects explore paradigms, conversations, and practical outcomes with live audiences. I advocate the importance of healing ecological grief—the psychological effects of climate change—with an approach that re-examines the conventional narrative on science, the natural environment, and human-to-human interactions. I believe that the blending of science and art has the potential to communicate more powerfully in a time of crisis than either one can do alone. In 2020, my daughter and I established a 501(c)(3) private foundation to provide a local and equitable food resource in a time of great challenges. The Napa County Seed Library builds community, inspires gardeners, and expands seed access through volunteer-led, free seed library annexes and locally adapted organic seed farming in Napa County. For more detail, please read the attached Resume.

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

Resume

[Resume_LMuscatine_021225.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental
Attachments

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

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

Amber Manfree, Supervisor, District 4, Napa [REDACTED] Leslie Stanton,
Librarian (retired), St. Helena Public Library: [REDACTED] Ruby Stahel, Conservation
Project Manager, Napa County Resource Con [REDACTED] ct: [REDACTED]

Community Participation

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

I wish to become a member of the Library Commission to learn and listen to current members' perspectives about how best to guide the public library in achieving its mission to "enrich people's lives with books and information." With my experience and success in coordinating positive results among members of differing perspectives and talents in pursuit of freely and equitably distributing resources and information of high quality, I feel confident I can contribute proactively in behalf of the community in the interest of the public library's mission and that of its board members.

Nature of activity and community location

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

None.

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

Not applicable.

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)

Lauren M. Muscatine

Date

2/16/2025

Lauren Buffaloe–Muscatine

[Institute of the Environment](#), University of California–Davis

Bio-sketch

As a scientific editor and writer for the UC Davis Institute of the Environment with over 20 years of professional experience in science and publications management, I am often chosen to lead complex publication efforts working with technical teams that include researchers and writing and design professionals. I co-created and manage the online journal, *San Francisco Estuary and Watershed Science*. I managed the publication of a foundational book, *Atmospheric Rivers*, with over 30 international scientists under a 5-year, multi-campus award. I excel in producing high-quality scientific publications that further the state of knowledge about the environmental, agricultural, and water management issues surrounding the San Francisco Estuary and Sacramento–San Joaquin Delta. My collaborative efforts produce clear, informative prose that consistently meets communication objectives.

Since 2012, I have become a valued partner of novel collaborations that blend science and art. These projects explore paradigms, conversations, and practical outcomes with live audiences. I advocate the importance of healing ecological grief—the psychological effects of climate change—with an approach that re-examines the conventional narrative on science, the natural environment, and human-to-human interactions. I believe that the blending of science and art has the potential to communicate more powerfully in a time of crisis than either one can do alone.

In 2020, my daughter and I established a 501(c)(3) private foundation to provide a local and equitable food resource in a time of great challenges. The Napa County Seed Library builds community, inspires gardeners, and expands seed access through volunteer-led, free seed library annexes and locally adapted organic seed farming in Napa County.

Education

Ira Wallace Seed School, 2025, Certificate of Completion, organic and ethical seed farming.
Organic Seed Alliance, 2022, Certificate of Completion, organic seed farming.
University of California–Davis, 1985–1990; B.A., Biological Sciences; Minor, English.

Experience

Managing Editor, *San Francisco Estuary and Watershed Science*

Institute of the Environment, University of California–Davis, 2003 – Present

In coordination with the Editor-in-Chief, I oversee the contract management, peer review, and quarterly issue production for the open access journal *San Francisco Estuary and Watershed Science*. I establish and maintain guidelines for manuscript submission, peer review, page layout, graphic design, and editing using editorial management systems (ScholarOne, OJS) and desktop publishing software (Adobe Creative Suite). I review edited copy for logic and completeness using knowledge of research methods, progressions in environmental science, and scholarly publication standards. I seek out research with publication potential based on my knowledge of Bay–Delta water management issues. I develop and illustrate publication metrics to demonstrate the journal’s impact. I manage publication of special issues, print versions, and social media. I present posters and occasionally give oral presentations at the biennial State of the Estuary and Bay–Delta Science conferences.

Lauren Buffaloe–Muscatine

[Institute of the Environment](#), University of California–Davis

Experience (continued)

Co-founder & President, Seed Farmer, Napa County Seed Library

2020–Present

As co-founder and President of the Napa County Seed Library, a 501(c)(3) private foundation in good standing, I consult a 5-member board to coordinate the annex building, legal documents, fiduciary reporting, tax liability, fundraising, volunteer efforts, in-person events, education and organic seed farming for the organization.

Managing Editor, Atmospheric Rivers

Affiliate, Scripps Institution of Oceanography, Center for Western Weather and Water Extremes (CW3E), 2015–2020

Led the development of a foundational science book under a 5-year, multi-million-dollar, multi-campus award. Established the publication schedule and maintain guidelines for chapter submission, editorial review, page layout, graphic design, and editing. Obtained and oversaw contract obligations with senior writing and design professionals and a commercial press. Directed a team of four editors and 30 international scientists to write an original manuscript describing the history, scientific basis and findings, and applications of atmospheric rivers—what they are, how they function, and how to use this information to better understand national and global water cycles based on current research. *Atmospheric Rivers* was published by Springer International in 2020 and is also available through Amazon.

Supervisor of Technical Publications, California Dept. of Water Resources, 2006–2008

I supervised three research writers to coordinate multi-chapter submission, editorial review, revision, and publication of *Management of the California State Water Project, Data and Computations Used to Determine Water Charges*, and *Water Operations in the Sacramento–San Joaquin Delta*.

Associate Editor of Publications, Delta Stewardship Council (formerly CALFED Bay–Delta Authority), 2002–2006

I co-created the academic, fully peer-reviewed, open-access journal, *San Francisco Estuary and Watershed Science*, to widely communicate of scholarly research about the environmental and water management issues surrounding the Bay–Delta region.

Research Writer, California Dept. of Water Resources, 1998–2002

I edited and published a variety of newsletters, technical reports, bulletins, and biological assessments to broadly communicate scientific research results conducted in the Bay–Delta region.

Research Writer, California Dept. of Water Resources, 1997–1998

I was responsible for sections of the chapter submission, editorial review, revision, and publication of *Management of the California State Water Project, Data and Computations Used to Determine Water Charges*, and *Water Operations in the Sacramento–San Joaquin Delta*.

Lauren Buffaloe–Muscatine
Institute of the Environment, University of California–Davis

Staff Environmental Scientist, California Dept. of Water Resources, 1995–1997

I collected and analyzed fishery, water quality, and water export data to determine the effects of water delivery, urban development, and agricultural practices on the early life stages of fish species. I co-authored IEP Technical Report 61, *Delta Agricultural Diversion Evaluation Summary Report*, 1993–1995. I received a Unit Citation by CDWR Director David Kennedy in 1996 as a member of the Real-Time Monitoring Program Team.

Publications

Journal

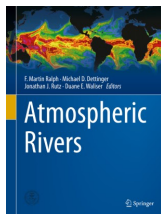
San Francisco Estuary and Watershed Science, a peer-reviewed, academic, open access journal focused on the research of California's most challenging environmental and water issues.

[website](#) / [social media](#)

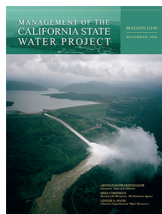
Website

Napa County Seed Library, a 501(c)(3) private foundation dedicated to building community, inspiring gardeners, and expanding seed access through volunteer-led, free seed library annexes and locally adapted organic seed farming in Napa County. [website](#) / [social media](#)

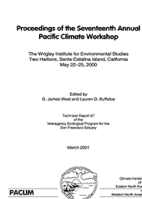
Books



Atmospheric Rivers
(Springer International)



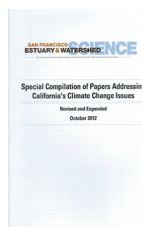
Bulletin 132: Management of the California State Water Project
(CDWR)



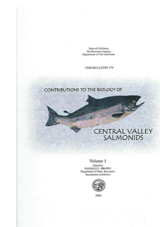
Proceedings of the Annual Pacific Climate Workshop (CA Dept. of Water Resources)



Comparing Futures for the Sacramento-San Joaquin Delta
(Public Policy Institute)



Papers Addressing California's Climate Change Issues
(UC Davis)



Contributions to the Biology of Central Valley Salmonids, Vol. 1 and 2 (CA Dept. of Fish and Wildlife)

Lauren Buffaloe–Muscatine

[Institute of the Environment](#), University of California–Davis

Press, Science + Art Collaborations

Seed Keepers Spotlight: Lauren Muscatine, Cool Beans!, Seed Library Network, 7/2024

Seed Libraries: Grow a Relationship with Your Community, School Library Journal, 3/2023

This Library Saves and Shares Seeds for Free!, Rob Greenfield Films, 1/2022

The Climate Connection: Regeneration Starts at Home, Napa Register, 12/2021

Climate Change Theatre Action Returns to St. Helena, St. Helena Star, 11/2021, updated 2/2025

The Queer Ecologies of Liz Harvey, Feral Fabric, Vol. 4, 7/2021

The Climate Connection: Saving and Sharing Seeds—a Local and Global Effort—Promotes Resiliency, Napa Register, 3/2021

UC Davis—Delta Stewardship Council Journal Has Helped Inform California Water Policy for 15 Years, UCD Office of Scholarly Communication, 1/2019

Volunteerism, Recognition, Endorsements

Member, Planning Committee, Biennial Bay—Delta Science Conference, 2000–2014

Newsletter Editor, IEP Newsletter, Interagency Ecological Program, 1998–2002

Newsletter Editor, Pisces, Cal-Neva American Fisheries Society, 1998–2002

Award of Special Contribution, California–Nevada Chapter of the American Fisheries Society, 2001

Unit Citation for Excellence, Interagency Ecological Program Real-Time Monitoring Study, 1996

"Lauren's efforts have been beyond exceptional. Publishing a high quality, high impact scientific journal at quarterly intervals on time over a long period of time inherently requires dedication, hard work . . . exceptional communication and the type of leadership that leads to exceptional teamwork with contractors and diverse authors. Every article requires rapid decision making and ongoing problem solving. Her understanding and promotion of how the vision for SFEWS fits into the vision of the University system for open access journals was a brilliant step."

— **Sam Luoma**, Research Ecologist, Institute of the Environment, University of California, Davis; Editor-in-Chief, *San Francisco Estuary and Watershed Science*

"I can't think of any difficulties or delays encountered with SFEWS in working with Lauren Muscatine to publish 3 papers and to review unknown numbers of submissions to SFEWS. It's the lack of problems that is a strong indicator of a superb managing editor. The journal runs smoothly, our communications have been professional, and I've never had cause for complaint."

— **Joy Zedler**, Professor, University of Wisconsin–Madison; Associate Editor, *San Francisco Estuary and Watershed Science*

"For over a dozen years, I've been a reviewer, consumer, and/or fan of Lauren's technical writing and editing. She effortlessly combines her environmental science education and experience with her passion for communication. Her skills are currently on display with the on-line San Francisco Estuary and Watershed Science journal but were previously impressive as well at the CALFED Bay–Delta Program (where she at least nominally worked for me) and the Interagency Ecological Program for the Sacramento–San Joaquin Delta. In all, Lauren effectively translates complex water and environmental science issues into understandable, need-to-know information."

— **John Andrew**, Assistant Deputy Director, Climate Change, California Dept. of Water Resources

"As a Department of Water Resources Environmental Scientist, and with my background on San Joaquin River Water Quality concerns from work at SWRCB, I was an advocate for Real-Time Water Quality Management. The program was funded after I moved to Flood Management, and Lauren was significant in presenting its results."

— **Earle Cummings**, (retired) Flood Management Branch, California Dept. of Water Resources

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

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[California Fair Political Practices Website](https://www.countyofnapa.org/1334/About-the-Board)

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Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

commission committe

Profile

Marie Paz

First Name

B

Middle
Initial

Maurer

Last Name

Email Address

Home Address

Suite or Apt

Napa

City

CA

State

94558

Postal Code

Which supervisorial district do you reside in? *

☒ District 4

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

Kaiser Permanente

Employer

Registered Nurse

Job Title

Registered Nurse

Occupation

Education/Experience

Bachelor of Science in Nursing (1988) San Francisco State University (SFSU) Masters of Science in Nursing (1993) SFSU (focus on case management of geriatrics) Worked as a Registered Nurse since 1988 in different patient care setting (in-patient hospital setting (medical-surgical, telemetry, ICU) clinic setting (HIV, community), faculty at several RN college programs in the bay area. Currently works as an Adult/Family Medicine Clinic Nurse in Napa.

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

Chiropractor

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

RN License; date of issue 1988, expires 5/31/2024

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

Anne McCaffrey [REDACTED] Maura Sparks [REDACTED] Mellinda Clemett [REDACTED]

Community Participation

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

I use the Napa library at least once a week. I have raised my four children in Napa and we visited the library and participated in the different activities that they offered. I feel that as a frequent library visitor and user, I have first-hand perspectives on what I like and prefer in the library.

Nature of activity and community location

St. Mary's Episcopal Church: Vestry member, lead of the Invite-Welcome-Connect Ministry.

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

na

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

na

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

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

☒ Yes ☐ No

Please Agree with the Following Statement

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

☒ I Agree

Electronic Signature (First M. Last)

Marie Paz B. Maurer

Date

2/27/2024

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

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Public Records Act

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

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

Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

Napa County Representative

Profile

Logan Elena Triglia

First Name

Laverty

Middle
Initial

Last Name

Email Address

Home Address

Suite or Apt

Napa

City

CA

State

94558

Postal Code

Which supervisorial district do you reside in? *

☒ District 1

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

Primary Phone

Self Employed - Studio 1976

Employer

Owner

Job Title

Freelance Marketing
Director

Occupation

Education/Experience

BA in Journalism, lifelong library patron

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

Kyle Laverty, General Contractor at John Laverty Construction

Resume

[LavertyResume2024.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental
Attachments

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

N/A

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

L [REDACTED] chborn: [REDACTED]; Olivia Brazil: [REDACTED] Denise Spencer Haughey: [REDACTED]

Community Participation

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

As a lifelong library patron, I deeply value the vital role libraries play in strengthening communities. Libraries are not just centers for learning, but hubs for connection, equity, and opportunity. I would be honored to serve on the Napa County Library Commission to help ensure our libraries continue to thrive and evolve to meet the needs of all residents. With a background in digital marketing and public relations, I bring expertise in community engagement, outreach, and strategic communication — skills that can help expand the library's visibility and foster stronger public support. Through my volunteer work at my sons' schools, including co-chairing major fundraisers for the past three years, I've developed strong collaborative and organizational skills, along with a deep understanding of how to mobilize community support for shared causes. I'm especially passionate about promoting equitable literacy across Napa County, ensuring all residents have equal access to resources, technology, and programs that support lifelong learning. I would also work to foster innovation in programming, strengthen partnerships with schools and local organizations, and ensure our libraries remain welcoming, inclusive spaces for all.

Nature of activity and community location

Primarily active in my sons' school. I have volunteered as co-chair for each of their major fundraising events for the past 3 years and am looking to volunteer elsewhere. I am also involved in their Napa rec sports primarily in the capacity as team mom/coordinator.

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

N/A

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

N/A

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

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

☒ Yes ☐ No

Please Agree with the Following Statement

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☒ I Agree

Electronic Signature (First M. Last)

Logan Triglia Laverty

Date

03/07/2025



SUMMARY

With a deep rooted passion for the digital landscape, I've combined 13 years of digital strategy, brand development, editorial strategy, integrated marketing, and social media strategy with my love for storytelling. From high profile restaurant groups to family-owned wineries, I strategically drive awareness and engagement across digital, social and influencer channels.

EXPERIENCE

Freelance

Studio 1976

2014-Present

- Define client strategies and set goals and KPI's across all platforms
- Create and manage an integrated marketing calendar aligning overall marketing goals + promotions
- Ideate strategic social partnerships and brand development for growth opportunities.
- Build community, conversation and relationships with audiences by crafting meaningful, relevant content.
- Direct internal and external creative briefs for design, video, animation, audio teams and other creative vendors

Account Manager

Melissa Welles PR

2014 - 2017

- Crafted story ideas, developed and maintained pitch and editorial calendars + media lists. - - Managed clients and media kits
- Managed event details, guest lists, collateral, follow-up. Maintained library of assets for last minute pitches/deadlines
- Developed client-facing dashboard for easily digestible updates on initiatives, progress, press received, etc

Marketing Manager

Swanson Vineyards

2011 - 2013

- Managed integrated marketing calendar across all departments. Oversaw all websites including social media accounts and AlexisNapa.com
- Managed, tested, and executed email campaigns end-to-end, including content, list-pulls, testing, launch, and analysis.
- Collaborated with PR agencies on strategy, targets and messaging. Helped grow Modern House Wines from a winery-only product to Target stores nationwide, and placements in O, The Oprah Magazine, Bon Appétit, and Food & Wine magazine

EDUCATION

B. A. in Journalism

San Francisco State University

2007

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Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

County of Napa Representative

Profile

Margaret

First Name

Woodard

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

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Primary Phone

Self

Employer

Marketing Consultant

Job Title

Semi-retired

Occupation

Education/Experience

Accomplished senior marketing and business leader with extensive experience driving growth and implementing innovative strategies in the automotive and HR/payroll services industries. Proven ability to deliver results through strategic planning, market analysis, and cross-functional collaboration. MBA from Columbia University Graduate School of Business.

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

Daniel Woodard, retired

Resume

[Margaret_Woodard_Resume.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Daniel Woodard [REDACTED] Isly San Pedro [REDACTED] Arthur Roosa [REDACTED]

Community Participation

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

I am passionate about fostering community engagement, lifelong learning, and access to knowledge for all. As someone who values the transformative power of libraries, I want to contribute my skills and experiences to support the Napa County Library mission. Joining the Napa County Library Commission would allow me to advocate for initiatives that enhance library services, promote literacy, and create inclusive spaces where everyone feels welcome. I am eager to collaborate with others who share this vision and work together to strengthen our community through the library system.

Nature of activity and community location

Mt. Veeder Fire Safe Council, Napa County

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

Napa County Civil Grand Jury (2024-2025)

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

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☒ I Agree

Electronic Signature (First M. Last)

Margaret Woodard

Date

March 8, 2025

MARGARET S. WOODARD

(CA) •

SUMMARY

Results-oriented senior marketing and business leader with broad and deep experience in developing and executing growth strategies in the automotive and business services industries. Passionate customer advocate skilled in client insight discovery, strategic brand management, integrated product marketing programs and customer experience. Highly collaborative management style with a track record of developing high performing marketing organizations and future leaders. Background in international marketing and management consulting.

WORK EXPERIENCE

Cox Automotive, Inc. – Atlanta GA

2019-2024

The world's largest private automotive services and technology provider with solutions for car shoppers, automakers, dealers, retailers, lenders, and fleet owners.

Senior Marketing Director – Inventory Management Solutions/Inventory Solutions

Led the development and execution of strategic marketing plans and programs across Cox Auto inventory management software, auction, and floor planning businesses (vAuto, Kelley Blue Book Instant Cash Offer, HomeNet Automotive, Manheim, Upside, NextGear Capital)

- Led the creation and deployment of the division and business unit annual marketing plans aligned to business strategic programs and revenue goals with clear metrics for marketing.
- Leveraged internal and external market research and business intelligence to provide data and insights on dealer and market challenges and trends, key competitors, unique differentiators, brand health, and customer sentiment trends.
- Identified untapped opportunities, distinctive competencies, and positioning for the suite of solutions, crafting strategies around key messaging, positioning, target personas, and compelling narratives and creative to drive awareness, engagement, growth, and loyalty.
- Worked closely with business and functional stakeholders – Product, Sales, Operations, Performance Managers, Finance, Corporate – as well as external agencies to ensure organizational alignment and open communications on marketing programs and outcomes.
- Directly managed and inspired a team of 30 product marketers, brand marketers, events specialists, sales support coordinators, marketing communications, and lead generators.

Automatic Data Processing (ADP) – Roseland NJ, Hoffman Estates IL

2000-2019

Global provider of cloud based Human Capital Management solutions and Business Process Outsourcing (BPO) services, analytics, and compliance expertise. ADP Dealer Services division was spun-off in 2014 to form an independent company - CDK Global.

Vice President, Strategy – ADP Compliance Solutions

Led strategy development for the Tax Services business units serving 740k clients. Developed client insights to guide product/service development with a focus on delivering compelling and effortless client experiences to create competitive differentiation and drive client loyalty and growth.

- Refocused the organization to deliver an end-to-end effortless client experience by partnering with business and functional leaders on business process improvement programs to identify and address pain points from client interactions and product use.

- Formed the Tax Client Advisory Board giving key high value payroll clients “a seat at the table”, facilitating an open and collaborative environment for guiding tax product and service innovation, identifying client issues and discussing ADP strategic direction.
- Launched The Bridge, a robust online community built exclusively for clients to learn, share, and connect with their peers in Payroll, HR, Tax and Benefits areas. The business platform gave clients 24/7 access to helpful resources, urgent updates, and subject matter experts.

Vice President, Product Marketing – ADP Compliance Solutions

Led the development and execution of integrated business, product and marketing strategies across 7 business units, including Payroll Tax, Employment Tax, Sales and Use Tax, Payment Solutions, Procure-to-Pay, Unemployment Compensation Management and Garnishment Services.

- Led division strategic planning and market research initiatives to support new product and market opportunities and guide future focus and investments.
- Led brand positioning strategy and execution, ensuring consistent messaging on the value of the brand and ADP solutions. Engaged and directed creative agencies to support highly targeted communications objectives.
- Led the development and implementation of integrated and targeted marketing strategies and programs that delivered meaningful client value propositions and measurable ROI.
- Built and led a high-performing client-focused product marketing organization aligned with business and sales strategic growth programs and revenue goals.

Vice President, Strategy and Market Development (Asia Pacific) – ADP Dealer Services

Established Shanghai (China) regional office and led the development and execution of business strategies for the key Asia Pacific markets of China, Japan, South Korea, Singapore and Thailand.

- Developed the dealer management system (DMS) strategic plan for Asia Pacific, directing market research efforts to identify opportunity space, competitive environment, and risks.
- Created regional product and pricing strategies that captured the ADP DMS value proposition and reflected different local market, economic, and OEM considerations.
- Built relationships with regional influencers within key automaker and automotive dealer organizations and identified and recommended strategic partnerships to drive the brand.

Vice President, Division Marketing – ADP Dealer Services

Led the division marketing organization which included strategic planning, market research, marketing programs, strategic pricing, brand positioning, public relations, trade events and communications across strategic growth areas and business segments.

- Led the business transformation from diverse products and services to integrated solutions that delivered measurable value to targeted market segments and customers.
- Led the development and execution of division marketing strategies that effectively supported product and overall business goals and strengthened the ADP DMS brand.
- Led the creation and implementation of comprehensive and integrated marketing programs that provided powerful value propositions to the automotive dealer and OEM markets.

EDUCATION

Columbia University Graduate School of Business
Master of Business Administration, Marketing and International Business

New York, NY

Ateneo de Manila University
Bachelor of Science, Business Management *cum laude*

Manila, Philippines

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Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

Representative of the County of Napa

Profile

Monica

First Name

G

Middle
Initial

Connors

Last Name

[REDACTED]
Email Address

[REDACTED]
Home Address

Suite or Apt

Napa

City

CA

State

94558

Postal Code

Which supervisorial district do you reside in? *

☒ 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.

[REDACTED]
Primary Phone

Magnolia Project

Employer

Program Director

Job Title

Nonprofit Program Director

Occupation

Education/Experience

Most relevant, I have been an avid reader, and dedicated library user since childhood. Adult Literacy Tutor, Napa County Library (January 2024 – Present): Provide literacy tutoring services to one adult learner, enhancing reading, writing, and communication skills; provided a professional development training to literacy tutors on using AI as a tool to efficiently customize reading materials to learner needs and interests. Education - Master's Degree in Applied Linguistics – University of Victoria, British Columbia - Bachelor's Degree in Latin American and Latino Studies – University of California, Santa Cruz - Associate's Degree in General Studies – College of the Redwoods, Eureka Experience Director of Schools and Students, Magnolia Project (North-Bay Non-Profit Organization) Lead and support Career Exploration and Apprenticeship Pathways programs in schools and districts throughout the North Bay. Provide professional development for mentors and educators working with middle and high school students. Design curriculum and facilitate implementation for career readiness and professional skill-building programs. Collaborate with business professionals to create hands-on learning experiences for students. Manage logistics, troubleshoot challenges, and collect data to improve program effectiveness. English Language Learning Teacher, Amerigo Education at Justin-Siena High School (Napa, CA) Designed and executed study skills workshops and implemented targeted interventions for English Language Learners. Automated administrative tasks and created streamlined systems for curriculum and schedule organization. Delivered professional development training focused on fostering a growth mindset in students. Educator (16 Years of Experience) Taught ESL and literacy across various subjects and levels, including middle school, high school, college, and adults. Specialized in inclusive practices for low-income, first- or second-generation immigrant students, and those with IEPs or ELL needs. Developed curriculum focused on career and college readiness for middle and high school students.

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

Resume

[Conners_Resume_3-20-25.pdf](#)

Upload a Resume

[Conners_LOR_3-20-25.pdf](#)

Letter of Recommendation or Supplemental Attachments

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

California Single Subject Teaching Credential, English Language Arts 12/7/23 to 1/1/29
Teaching English as a Foreign Language Certificate, 7/30/2007

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

Gia Biaggi - Executive Director - Magnolia Project (c) (er) Jason
Scoggins - Chief Revenue Officer, Partner - BottleRock Napa Valley (friend)
Robin Rafael - Literacy and Volunteer Services Supervisor - Napa Lib (volunteer supervisor)

Community Participation

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

I am a passionate champion of public libraries, a current volunteer, an avid reader, and a huge proponent of free public spaces where everyone can meet, learn, access technology, and explore educational and recreational resources. Growing up in a low-income, single-parent household, libraries were my gateway to opportunity, learning, and inspiration. They remain a place where community members of all ages and backgrounds can find connection, enrichment, and support. (Please don't look at the list of my overdue books. I'm almost done; I promise!) Professionally, my work as Director of the Magnolia Project in Santa Rosa, CA, and previous roles in educational leadership have given me valuable skills in program management, community outreach, and strategic planning. I have a strong track record of creating inclusive environments, building partnerships, and expanding access to resources, which aligns well with the mission of the Napa County Library. I am excited about the opportunity to support the library's efforts to serve everyone in our community, particularly those who face barriers to accessing its services.

Nature of activity and community location

My work focuses on promoting equitable educational access and literacy development for underserved populations. As Director of the Magnolia Project based in Santa Rosa, CA, I design and implement Career Exploration and Apprenticeship Pathways programs for middle and high school students from socioeconomically disadvantaged backgrounds across Sonoma and Marin Counties (we're hoping to expand to Napa County in the 2025-26 school year). This involves collaborating with local businesses and professionals to provide mentorship and hands-on learning experiences that empower students to pursue meaningful career paths. Additionally, I have extensive experience teaching English literacy, writing, and ESL to diverse populations, including immigrants, refugees, and at-risk youth. My previous roles include serving as the English Language Development (ELD) Teacher and Site Coordinator at Jenks Middle School in Tulsa, OK, and teaching ESL at various organizations in Victoria, BC, and Napa, CA. During my time in Tulsa, I also worked with the Tulsa City-County Library as a Homework Club Facilitator. In this role, I not only provided academic support to children but also made sure they obtained library cards to access the resources and services available to them. Promoting library access has always been central to my work, as I strongly believe in the importance of free, welcoming, and resource-rich community spaces. My work has consistently aimed at providing educational resources to those who face barriers, whether economic, linguistic, or social, and I am deeply committed to extending these efforts as a board member of the Napa County Library.

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

While I have not previously served on a county board, I have actively participated in numerous committees and leadership groups throughout my career. At Jenks Middle School in Tulsa, OK, I served on the World Languages Curriculum Committee, contributing to curriculum development and instructional improvements for English Language Learners. I was also part of the ELD PD Evaluation Team, collaborating with colleagues to assess and improve professional development initiatives for teaching English Language Learners. Additionally, I have led various Professional Learning Communities, including those focused on fostering a growth mindset and enhancing classroom engagement strategies. My extensive experience serving on committees and working collaboratively with stakeholders has strengthened my skills in strategic planning, program evaluation, and fostering inclusive environments. I am eager to leverage these skills to contribute effectively to the Napa County Library Board and support its mission of providing accessible, community-driven resources.

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

None (I have excellent credit, but please don't hold my overdue library books against me. I'm almost done; I promise!)

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

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

☒ Yes ☐ No

Please Agree with the Following Statement

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☒ I Agree

Electronic Signature (First M. Last)

Monica G. Conners

Date

3-20-25



Napa, California

MONICA CONNERS

Visionary Schools and Students Director

Cultivating Creative Minds and Careers with Purposeful Education

Profile

Dynamic and visionary education professional with 16 years of experience in teaching, curriculum development, and program management across diverse educational settings. Proven track record in enhancing student engagement, fostering teacher development, and leading innovative education projects collaboratively. Passionate about driving educational excellence and career exploration programs for marginalized youth in the North Bay area.

Skills

Communication (English & Spanish)
Program Management
Critical Thinking

Instructional Design
Education Technology
Data Analysis and Research
Strategic Planning

Active Listening
Team Building
Organizational Development
Building Partnerships

Relevant Professional Experience

Program Director • *Magnolia Project, Santa Rosa, CA*

05/2024 - Present

Design and implement Career Exploration and Apprenticeship Pathways programs for middle and high school students, improving student engagement and professional skill-building through tailored mentorship and hands-on learning experiences.

- Developed and facilitated professional development for mentors and educators, strengthening program effectiveness and collaboration.
- Collaborated with local business professionals to create meaningful learning opportunities, encouraging greater student participation.
- Streamlined logistical processes, improving efficiency in program coordination and troubleshooting.
- Collected and analyzed data to enhance curriculum relevance, resulting in increased student satisfaction and preparedness.

English Language Learning Teacher • *Amerigo Education, Napa, CA*

09/2022 - 12/2023

Created and implemented study sessions and workshops to enhance foreign exchange students' study skills and academic performance in core subjects, increased program engagement, and developed targeted interventions to improve student achievement.

- Spearheaded Action Research initiatives, improving student engagement by 60% through tailored instructional strategies.
- Enhanced academic performance by 25% with the design and execution of study skills workshops.
- Automated administrative tasks, achieving a 30% efficiency gain for educators and administrators.
- Developed and implemented curriculum incorporating educational technology, improving learner receptivity by 15%.

Researcher and Program Manager • *University of Victoria, SLEEC Program*

09/2019 - 05/2021

Led a multidisciplinary research team at the University of Victoria, driving innovation in adult education through comprehensive curriculum development and assessment, contributing to the advancement of vocational language learning methodologies.

- Designed and executed an English for Vocational Purposes curriculum, directly aligning educational content with industry needs.
- Led a multidisciplinary team in the creation of comprehensive adult education programs, including extensive logistical planning, resulting in a 30% increase in participant satisfaction.
- Managed program evaluation, leveraging data-driven insights for continuous curriculum improvement.

Lead ELD Teacher and Site ELD Coordinator • Jenks Middle School, Tulsa, OK

8/2008 - 07/2014

Led a team dedicated to serving over 150 English Language Learners, developing comprehensive instructional strategies, and creating a robust record-keeping system to track student progress.

- Expanded the ELD program from three to seven staff members and created a sheltered instruction program for newcomers to accommodate the changing needs of our student population.
- Presented over 200 hours of professional development focusing on implicit bias and ELL best practices, significantly building school community and raising the school's instructional quality.

Multi-Subject High School Teacher • Jenks Alternative Center, Tulsa, OK

8/2014 - 07/2015

Innovated holistic teaching strategies in Math, Art, English, History, and Spanish that significantly lifted literacy rates and graduation outcomes, showcasing a commitment to the academic and personal success of every student.

- Tailored curriculum to serve at-risk youth, substantially impacting students' educational trajectories.
- Championed the adoption of educational technology tools, resulting in heightened student engagement, differentiation, and content comprehension.

Education

Master of Arts in Applied Linguistics • University of Victoria, British Columbia

GPA 4.0

Focus on task-based instruction for low-literacy adult refugee language learners
Degree incomplete due to the Covid-19 pandemic interrupting my research

Bachelor of Arts in Latin American and Latino Studies • University of California, Santa Cruz

GPA 3.96

Thesis research on Latina teen's access to reproductive health services

Oklahoma State Teaching Credential

Standard certification in Elementary Education, English as a Second Language, Spanish, Secondary English, Middle-Level Science, Intermediate Math, and World History

California State Teaching Credential

Standard certification in English Language Arts

Awards

Merit Scholar • University of California, Santa Cruz

2004-2006

Full scholarship for my undergraduate studies

Teacher of the Year • Jenks Middle School

2013

Recognized as Teacher of the Year for exceptional contributions to student support, fostering a collaborative environment, and spearheading innovative teaching methods to target student needs.

Fellowship Award • University of Victoria, British Columbia

2019-2021

Full funding for my graduate studies

November 29, 2023

To Whom It May Concern,

I recommend Monica Conners, who served as an English Language Learning Teacher at Amerigo Education in Napa, for any position related to adult education, leadership, or program management. Monica is an accomplished educator and community leader whose skills will greatly benefit any organization's mission of providing inclusive and engaging resources to its stakeholders.

Monica was instrumental in the transformation of our after-school academic program. Monica not only learned about the students' weekly coursework but also prepared scaffolded materials to help them understand, summarize, and review the content. Her use of differentiated instruction ensured that information in various content areas was accessible to English learners at all levels.

Monica's strategic initiative to overhaul our after-school academic program not only revitalized our curriculum but also directly contributed to a 40% increase in student engagement. Her forward-thinking approach to adopting a more interactive and inclusive model exemplifies the innovative leadership you can expect from her.

One remarkable aspect of Monica's teaching prowess is her ability to cover a broad spectrum of subjects, ranging from English literature and English as a second language to religion, history, math, physics, biology, and more. Her ability to teach a broad scope of subjects and learn about unfamiliar content is unparalleled in my 20 years in education.

Monica's creativity and artistic flair are evident in everything she does, from designing a visually appealing website to leading drawing sessions for students and staff to bring warmth to our campus climate. Her adept integration of AI instruction and automated systems into both curriculum development and administrative processes has streamlined operations and enhanced our students' educational delivery.

Equally important is Monica's positive and supportive relationships with colleagues, students, and supervisors. She contributes to a positive, engaging campus environment and handles tasks independently and reliably. Her direct communication style ensures clarity and effectiveness in all her interactions. Her ability to foster a collaborative and inclusive environment, proven through her initiatives that brought together students and staff in creative and engaging ways,



Monica Conners is an outstanding educator and leader with a unique blend of creativity, dedication, and technological proficiency. Undoubtedly, she will be a tremendous asset to any organization she joins. I highly recommend her for teaching, program coordination, and leadership roles, and I am confident in her ability to excel and make significant contributions to your organization.

Please feel free to contact me if you need any further information.

Sincerely,

Yanfei Fu

Director of Campus Operations
Amerigo Education, Napa Valley Campus
Email: [REDACTED]
Cellphone: [REDACTED]

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](https://www.countyofnapa.org/1334/About-the-Board)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

Representative for County of Napa

Profile

Vivian

First Name

Wehner

Last Name

Middle
Initial

Email Address

Home Address

Suite or Apt

City

CA
State

94508
Postal Code

Which supervisorial district do you reside in? *

☒ District 3

To find your supervisorial district go to <https://www.countyofnapa.org/1334/About-the-Board>, click on "Look Up My District" and enter your address.

Primary Phone

Meta

Employer

Staff software engineer

Job Title

Mobile (iOS) Engineer

Occupation

Education/Experience

BA in Chinese Literature and Language. BS in Computer Science

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.

Lauren Larin - [REDACTED] Tom Clark - [REDACTED] Hope - [REDACTED]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I greatly value Libraries, growing up we went to one weekly. While now I mostly grow my own library, I still value them greatly. I want to support the mission of libraries as being third places and hubs of the community. I think I have some skills from my professional life (large meeting running, tech insights) which could be useful.

Nature of activity and community location

I live in Angwin.

Other County Board/Commission/Committee on Which You Serve/Have Served

I've been on the board of Napa county wildlife rescue for the last 1.5 years (or so) and am now Vice President of the Board.

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

none

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Vivian M. Wehner

Date

04/11/2025

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

County of Napa

Profile

Susan

First Name

G.

Middle
Initial

Kalman

Last Name

[REDACTED]

Email Address

[REDACTED]

Home Address

Suite or Apt

Napa

City

CA

State

94558

Postal Code

Which supervisorial district do you reside in? *

☒ 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.

[REDACTED]

Primary Phone

Retired

Employer

center; (3) Founder and president, 501(c)(3) all-volunteer nonprofit;

Job Title

volunteers; (4) founder and president, 501(c)(3) nonprofit (now retired)

Occupation

Education/Experience

M.S., Psychology; California State University at Chico, December 31, 1991 County Director of volunteer effort in Huerfano and Los Alamos Counties, Colorado; Barack Obama stipend staff, 2008 Colorado City, CO Board of Directors member, 2013-2018 (governing body) Founder, President, and Board Member (unpaid), 2009-2023, Sangre de Cristo Volunteers for Community (VFC), Colorado City, CO 81019

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Theodore Kalman

Resume

[Resume_Susan_Kalman.docx](#)

Upload a Resume

[strategic_plan_final_1-24-2018b.doc](#)

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

N/A

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Maureen Kell [REDACTED] Terry Sanders, C.P.A., [REDACTED] Ms. Phyllis Hochstetler, [REDACTED]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I am a lifelong lover of reading widely. I believe that comfort and pleasure in reading can be a wonderful broadener of one's moral, community, and aesthetic senses; something that is surely needed in our communities today. Skill in and enjoyment of reading, in my opinion, is a gateway to a fuller life for individuals singly as well as socially. I believe that I can contribute as a member of the library commission by strengthening my understanding of what the library has to offer this community currently and what future possibilities may exist for the library, and that I will be able to communicate this in a way that will increase local participation and interest in library matters and opportunities. I have been a board member on a governing board in the past, and enjoy contributing to discussions and decisions regarding questions that arise in regard to community responsibilities. I am a hard worker and am available to become acquainted with the Napa County Library's history and characteristics, as well as hopes and plans for the future. I am physically somewhat limited, in that I walk only with a walker (slowly) and I also use a wheelchair if needed. I do not think this will be a deterrent to my participation.

Nature of activity and community location

In addition to my duties to learn about the library, its requirements and needs and the advantages it can provide, and to communicate this to the public, I understand that it is the role of a board member to think carefully and responsibly about the library's future and to make competent and informed decisions and recommendations related to a wide variety of possibilities. As one of its caretakers, I will be willing and able to take the time and make the necessary effort in this regard.

Other County Board/Commission/Committee on Which You Serve/Have Served

I have not served on any Napa Valley boards, commissions, or committees. Otherwise, as above, in Colorado and California.

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Susan G Kalman

Date

05/05/2025

Professional Summary

Recently relocated to Napa and eager to contribute meaningfully to the local community through civic involvement. A lifelong, avid reader with a deep appreciation for libraries and their role in public life. Retired and fully available to participate in commission responsibilities, drawing on a strong background in nonprofit leadership and public service.

Relevant Experience

Founder & President

Sangre de Cristo Volunteers for Community – Colorado
2009 – 2023

- Founded and led a 501(c)(3) nonprofit focused on community improvement initiatives; the organization remains active and is entirely volunteer-run.
- Oversaw strategy, operations, grant applications, and volunteer coordination.
- Maintained nonpartisan, nonreligious standing, serving diverse community needs.

Board Member & Secretary

Colorado City Board of Directors – Colorado
Approximately 4+ years

- Served on the governing body of Colorado City, contributing to local policy decisions and community oversight.
 - Held the role of Board Secretary, managing documentation and supporting transparent governance.
-

Education

M.S. in Psychology

California State University, Chico – 1991

Skills & Strengths

- Community engagement and outreach
- Board governance and nonprofit leadership
- Strategic planning and public service
- Clear written and verbal communication
- Availability for regular meetings and civic responsibilities



Strategic Plan

Developed April, 2017

Susan Kalman Peaks to Prairie Activity Center

A project of Sangre de Cristo Volunteers for Community

(Please note I am including this as an example of my writing documents or plans related to the organization.

Susan Kalman)

1. Organizational Description

1.1. Brief overview of history of organization

Sangre de Cristo Volunteers for Community (VFC) is an all-volunteer 501(c)(3), founded in 2009 by Susan Kalman, along with nine other interested citizens, with the simple idea that members of a community are in the best position to bring about positive changes within their communities. Our first project was an open pantry, serving a handful of families. Today our monthly pantry serves an average of 40 households and we partner with Care and Share Food Bank for Southern Colorado and the Colorado City Loaf and Jug. Our second project was holiday gift giving for underserved families. In 2009, our volunteers purchased gifts for 14 children. We now budget about \$8500 each year to provide gifts to a minimum of 200 children. We have 90 members working on more than 20 projects in three counties. We volunteer in our schools and libraries, clean highways, provide cardboard recycling, and our knitting group provides items for kids, seniors, and veterans. We sponsor the Greenhorn Valley Community Garden, and provide financial support to school projects, local libraries, Los Huerfanos Animal Welfare Association and Mission:Wolf. Our volunteers contribute over 8000 hours of service each year.

1.2 Description of building renovation project

In 2014, VFC obtained the use of a vacant 7200 sq. ft. golf clubhouse adjacent to the closed 123-acre West Course in Colorado City. Our annual yard sale fund raisers have been held in this building, resulting in combined proceeds through 2016 of approximately \$38,000. A Building Committee made up of VFC members and Board members was formed in 2015 to work on converting the building into a much-needed activity center, with an emphasis on nature and learning. In 2016, an architectural firm was hired and a general contractor lined up. The first phase of major renovation began in 2016. VFC also entered into a Memorandum of Understanding with the Colorado City Metro District for the use and stewardship of the adjacent 123-acre closed golf course. A nature trails system, bird sanctuary, and interpretive signage of native plants and local history are goals for this acreage.

1.3 Overview of major accomplishments on building and acreage

- August, 2015 - Obtained a 30 -year, \$1.00 per year lease with Colorado City Metro District (owner) of old golf clubhouse.
- December, 2015 - Entered into a Memorandum of Understanding with Colorado City Metro District (owner) on use and stewardship of the 123-acre closed West Course.
- Early 2016 - Received \$50,000 donation from Ben August for first phase of building renovation. Donor requested naming rights and building is named Susan Kalman Peaks to Prairie Activity Center.
- Summer 2016 - Construction "kickoff" celebration at building.
- Summer through Fall 2016 - New gutters, downspouts, fascia, soffit, snow tabs on roof and trim painting was completed (Phase I).
- Fall 2016 - Building is purchased by Ben August to secure the future of use of the building for VFC. New owner has leased the building to VFC at \$1.00 per year for 30 years.
- Dec. 2016 - Great Outdoors Colorado (GOCO) awards a \$100,000 trails planning grant to the Colorado City Metro District (CCMD). This includes planning a trail system through the 123-acre course adjacent to the Peaks to Prairie building, which will be the trailhead to this trail system.
- Summer 2017 - Updated MOU or new document regarding trail system and stewardship of 123-acre west course.
- July 2017 - Kickoff fundraising event for Capital Campaign (Barn Dance).

2. Guiding Statements For Activity Center

2.1 *Vision*

"A building from the past for the future." Transforming a basically sound structure into an energy-efficient and low-maintenance building, to be used as an activity center. Uses are expected to include: trailhead to Greenhorn Valley Trails, educational classes for families and seniors, venue for concerts, reunions and weddings, and outdoor events such as kite flying and night sky observation, as well as VFC charitable events.

2.2 *Mission Statement*

"Enriching Lives and Celebrating Nature in Southern Colorado."

3. Goals and Strategies for Activity Center

3.1 **Goal:** Full restoration of the old west course clubhouse building.

3.1.1 **Background:** With Phase I complete and first \$50,000 donation almost depleted, Building Committee must commit to a capital fundraising campaign and grant writing mode for future building phases.

3.1.2 **Strategy:** Continue with plans for July 2017 Barn Dance as a kickoff to Capital Campaign fundraising.

3.1.3 **Strategy:** Research methods for implementing donor recognition.

3.1.4 **Strategy:** Continue work already done by Susan Kalman and Margaret Barber on El Pomar Foundation grant for Phase II of the project. Grant will be submitted no later than summer of 2017.

3.1.5 **Strategy:** Grant writing committee (and others) continue to pursue other grant opportunities for capital projects as they become available.

3.1.6 **Strategy:** Until additional funding is received, begin renovation work that can proceed on volunteer/minimal cost basis: removal of junipers at entrance; trimming of trees; placement of weed barrier/pavers/rock at entrance to create a patio area; refurbish benches; remove asphalt chunks from West Course in environmentally sound manner; install sign near driveway entrance; work to clear drain at driveway to basement.

3.2 **Goal:** Sustainability Plan

3.2.1 Background: To further our vision of the old golf clubhouse as a "building from the past for the future," the VFC Building Committee is committed to rehabilitating the building into the most energy efficient structure possible and utilizing environmentally friendly practices, with "reduce, reuse and recycle" as a guiding philosophy.

3.2.2 Strategy: With the advice and expertise of Tom Corlett, a LEED® accredited professional, we will explore making this building LEED certified, making it a teaching example for other organizations/builders to learn about LEED. In addition, a LEED building would be a long-term benefit to VFC, resulting in substantially lower utility costs compared to conventional building practices, and would reflect VFC's sustained commitment to our vision for the Activity Center.

3.2.3 Strategy: The sustainability plan will include guidelines for recycling, environmentally sound purchasing policies, water-wise policies, and pollution control.

3.3 Goal: Create an Operating/Business Plan

3.3.1 Background: Many ideas for use of the building have been brought up and discussed. Early online research indicates community members see a need for a new activity center and would use such a center for indoor and outdoor activities.

3.3.2 Strategy: Continuing research will study the community attitudes more fully, investigating how the Activity Center would attract tourists, contribute to the economy of the area and, most importantly, be successful in generating revenue to sustain the upkeep and ongoing costs of the facility, as well as current VFC projects.

3.3.3 Strategy: Obtain public input on the GOCO Trails Planning Grant, which will be conducted as part of the work performed by firm hired by Colorado City Metro District.

3.3.4 Strategy: Create an Operating/Business Plan committee.

3.4 Goal: Create a Communication Plan

3.4.1 Background: VFC recognizes the need for a cohesive and consistent message when presenting our vision to grantors, strategic partners and the public regarding the Activity Center and the west course acreage.

3.4.2 **Strategy:** Develop "talking points" that will be used again and again at any Activity Center presentation to stay true to a cohesive vision. Presenters should be members of the Building Committee who have the best knowledge of the current progress.

3.4.3 **Strategy:** Create consistency in written materials.

3.5 **Goal:** Develop Strategic Partners

3.5.1 **Background:** VFC recognizes the building is a community effort and that developing relationships with strategic partners is vital. VFC currently has broad support from local community leaders and governmental entities, including the Colorado City Metropolitan District, Colorado City Parks and Recreation, Pueblo County Sheriff Kirk Taylor, Colorado City-Rye Lions Club, Boy Scout Troop #59, Greenhorn Valley Chamber of Commerce, Greenhorn Valley Library, San Isabel Electric Association, District 70 Schools, the ARC of Pueblo, Bank of the San Juans, Valley Market in Colorado City, Greenhorn Valley View, Southern Colorado Real Estate Brokers, and Art Klock Realty. VFC is also an active member of the Colorado Nonprofit Association.

3.5.2 **Strategy:** Continue to develop existing relationships and seek additional strategic partners who have a commitment to the vitality of the Greenhorn Valley.

RESOLUTION NO. 2025-31

ADOPTED APRIL 8, 2025

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, CONFIRMING THE MAYOR'S APPOINTMENT TO THE NAPA COUNTY LIBRARY COMMISSION

WHEREAS, California Government Code Section 65300 states that the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees; and

WHEREAS, the State of California has adopted the "Maddy Appointive List Act", which requires the preparation of a list of all regular and ongoing commissions and committees appointed by the local legislative body. The Act also requires public notice to be given anytime a vacancy occurs on any of these ongoing bodies; and

WHEREAS, the City Council wishes to utilize the largely untapped reservoir of talent that exists among the citizenry that all too frequently is not aware of the opportunities for participation on local regulatory and advisory boards and commissions.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Calistoga hereby confirms the Mayor's appointment of the following individual to the Napa County Library Commission:

Matthew Reed – 3 Year Term

PASSED, APPROVED AND ADOPTED this 8th day of April 2025. I, **YUDIANA GALVAN, CITY CLERK OF THE CITY OF CALISTOGA, HEREBY CERTIFY** the foregoing resolution was introduced and passed at a regular meeting of the Calistoga City Council by the following roll call vote:

AYES: Mayor Williams, Vice Mayor Lopez-Ortega and Councilmembers

Eisenberg and Cooper

NOES:

ABSTAIN:

ABSENT: Councilmember Gift

ATTEST:

APPROVED:


Yudiana Galvan, City Clerk


Donald Williams, Mayor



A Tradition of Stewardship
A Commitment to Service

Napa County Library

580 Coombs St.
Napa, CA 94559
www.napalibrary.org

Main: (707) 253-4243
Fax: (707) 253-4615

Anthony Halstead
Director of Library Services & Community Outreach

June 11, 2025

Memo

To: Napa County Board of Supervisor
From: Napa County Library Commission
Subject: Library Commission vacancies

On June 10, 2025, the Napa County Library Commission voted to recommend Monica G Conners for the appointment of a County representative to the Napa County Library Commission for appointment by the Board of Supervisors.

A handwritten signature in black ink, appearing to read "Anthony Halstead".

Anthony Halstead
Director of Library Services

Napa Main Library
580 Coombs Street
Napa, CA 94559
(707) 253-4241

American Canyon Branch
300 Crawford Way
American Canyon, CA
94503
(707) 644-1136

Calistoga Branch
1108 Myrtle Street
Calistoga, CA 94515
(707) 942-4833

Yountville Branch
6516 Washington Street
Yountville, CA 94599
(707) 944-1888





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: 6/24/2025

File ID #: 25-810

TO: Board of Supervisors
FROM: J.R. Rogers, Fire Administrator
REPORT BY: J.R. Rogers, Fire Administrator
SUBJECT: Cooperative Fire Protection Agreement with the California Department of Forestry

RECOMMENDATION

Approve and authorize Agreement No. 260050B with the California Department of Forestry and Fire Protection for a maximum of \$64,676,440 for term July 1, 2025 through June 30, 2028, for fire protection services. (Fiscal Impact: \$64,676,440 Expense; Fire Fund; Budgeted; Mandatory)

BACKGROUND

Since 1932, the County of Napa and the California Department of Forestry and Fire Protection (CAL FIRE) have been partners in cooperative fire protection. CAL FIRE provides management of the Napa County Fire Department which includes seven professionally staffed fire stations and fourteen volunteer stations.

Schedule A concerns the cost and reimbursement schedule for CalFire which is provided under a Cooperative Agreement between Napa County and the State of California. Year One of the contract (Fiscal Year 2025-26) is for \$20,515,921, Year Two of the contract (Fiscal Year 2026-27) is for \$21,541,717, and Year Three of the contract (Fiscal Year 2027-2028) is for \$22,618,802.

Schedule B concerns the portion of the state for which CalFire personnel is fully funded by the State for the purpose of meeting its statutory obligation. Over 70% of Napa County's 788.6 square miles are within the State's Responsibility Area (SRA). This SRA is the area of the state in which the financial responsibility of preventing and suppressing fires has been determined by the State Board of Forestry and Fire Protection to be primarily the responsibility of the state. Schedule B also includes services under the "Amador program," whereby Cal Fire provides year-round fire protection services at Cal Fire stations that would normally be closed during the "non-fire" season.

The overall increase to this contract is due to negotiated salary and benefit increases to State Bargaining Unit 8 (State Fire employees). The contract also includes a reduction in the Schedule B Amador program that offsets the need to convert a Staff Services Analyst position to an Associate Governmental Program Analyst. The contract adds 1 Fire Equipment Manager needed to oversee the large fire equipment fleet and adds 1 Staff Services Analyst for the CAL FIRE Peace Officers Prevention Bureau, which will allow the County access to fire investigative services for the Napa County's Local Responsibility Area (LRA) jurisdiction.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund 2100
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	The General Fund will continue to provide a contribution to the Fire Fund.
Consequences if not approved:	The County will cease to have full-time fire protection services.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations, title 14, section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 8/2024

 AGREEMENT NUMBER **1CA07246**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

County of Napa

 2. The term of this Agreement is: **July 1, 2025** through **June 30, 2028**

 3. The maximum amount of this Agreement is: **\$ 64,676,440.00**
Sixty-four million, six hundred seventy-six thousand, four hundred forty dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	20	pages
Exhibit E – Description of Other Services	19	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
LOCAL AGENCY

LOCAL AGENCY'S NAME

County Of Napa

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Anne Cottrell, Chairperson, Napa County Board of Supervisors

ADDRESS

1195 Third Street Napa, CA 94559

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Matthew Sully, Deputy Director, Cooperative Fire Protection

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

APPROVED AS TO FORM:

Office of County Counsel

 By: Shana A. Bagley
 County Counsel
Date: June 13, 2025

PL No: 133261

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Sonoma Lake Napa	Local Agency:	County of Napa
Name:	Matt Ryan	Name:	Ryan Alsop
Phone:	707-967-1400	Phone:	707-253-4153
Fax:		Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Matt Ryan	Local Agency:	County of Napa
Section/Unit:	Sonoma Lake Napa	Section/Unit:	Board of Supervisors
Attention:	David Levin	Attention:	Ryan Alsop
Address:	1199 Big Tree Road St. Helena, CA 94574	Address:	1195 Third Street Napa, CA 94559
Phone:	707-967-1400	Phone:	707-253-4153
Fax:		Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☒ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION**:
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A
LOCAL FUNDED – STATE RESOURCES
FISCAL DISPLAY
PRC 4142 and 4144

NAME OF LOCAL AGENCY: County of Napa

CONTRACT NUMBER:

Index: 1400

PCA: 17300, 17330

Fiscal Year: 2025/26 to 2027/28

This is Schedule A of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Agreement Total	\$64,676,440
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Fiscal Year 25/26	
17300 PS Total	\$14,440,784
17300 OE Total	\$414,472
17330 PS Total	\$5,524,014
17330 OE Total	\$136,651
TOTAL	\$20,515,921

Fiscal Year 26/27 (+5%)	
17300 PS Total	\$15,162,823
17300 OE Total	\$435,195
17330 PS Total	\$5,800,214
17330 OE Total	\$143,484
TOTAL	\$21,541,717

Fiscal Year 27/28 (+5%)	
17300 PS Total	\$15,920,965
17300 OE Total	\$456,955
17330 PS Total	\$6,090,225
17330 OE Total	\$150,658
TOTAL	\$22,618,802

Fiscal Year: 2025			Unit: LNU			Contract Name: County of Napa		
Index: 1400						Contract No.: 1CA07246		
PCA: 17300						Page No.:		
PRC: 4142								
Comments								
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between Napa County and The California Department of Forestry and Fire Protection (CAL FIRE)								

Fiscal Year: 2025		Sub Total		\$13,036,729		Contract Name:		County of Napa					
Index: 1400		Admin		\$1,404,056		Contract No.: 1CA07246							
PCA: 17300		Total		\$14,440,784		Page No.:							
PRC: 4142		Overtime Total:		\$890,788									
Comments		Unit: LNU											
20	Npa, Greenwood Ranch, St. Helena, Training												
	Firefighter I	POF	3.5	\$5,568	\$389,746	\$2,271	4	\$158,970	\$366,049	\$32,466	\$91,519	\$1,038,750	\$1,038,750
		POF		\$0	\$0			\$0	\$0		\$0	\$0	
		POF		\$0	\$0			\$0	\$0		\$0	\$0	
		POF		\$0	\$0			\$0	\$0		\$0	\$0	
		POF		\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF		\$0	\$0			\$0	\$0		\$0	\$0	
1	Staff Services Manager I	MIS	12	\$8,910	\$106,920	\$0	0	\$0	\$87,514	\$0	\$0	\$194,434	\$194,434
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	MIS		\$0	\$0			\$0	\$0		\$0	\$0	
3	Staff Services Analyst	MIS	12	\$6,276	\$225,936	\$0	0	\$0	\$184,929	\$0	\$0	\$410,865	\$432,395
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	MIS		\$0	\$20,000			\$0	\$1,530		\$0	\$21,530	
3	Heavy Equipment Mechanic, Range A	MIS	12	\$6,788	\$244,368	\$0	0	\$0	\$200,015	\$0	\$0	\$444,383	\$543,323
3	Fire Mission Pay Differential - HEM Range A	MIS	12	\$679	\$24,444			\$0	\$20,007		\$0	\$44,451	
3	Commercial Drivers License Pay Differential Range A	MIS	12	\$339	\$12,204			\$0	\$9,989		\$0	\$22,193	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	MIS		\$0	\$30,000			\$0	\$2,295		\$0	\$32,295	
4	Communications Operator, Range B	SAF	12	\$7,306	\$350,688	\$0	0	\$0	\$236,013	\$0	\$0	\$586,701	\$651,639
4	Night-Shift Pay Differential	SAF	12	\$303	\$14,559			\$0	\$9,798		\$0	\$24,358	
		SAF		\$0	\$0			\$0	\$0		\$0	\$0	
		SAF		\$0	\$0			\$0	\$0		\$0	\$0	
		SAF		\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	SAF		\$0	\$40,000			\$0	\$580		\$0	\$40,580	
2	Associate Governmental Program Analyst	MIS	12	\$7,775	\$186,600	\$0	0	\$0	\$152,732	\$0	\$0	\$339,332	\$339,332
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
		MIS		\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	MIS		\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime			\$0	\$0		0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2025 Index: 1400 PCA: 17300 PRC: 4142				Uniform Benefits			Contract Name:		County of Napa	
Comments				Sub Total		\$1,235		Contract No.: 1CA07246 Page No.:		
				Admin		\$374,173				
				Total		\$40,298				

[illegible]

Fiscal Year: 2025 Index: 1400 PCA: 17330 PRC: 4142				Uniform Benefits		\$587		Contract Name:		County of Napa	
				Sub Total		\$123,365		Contract No.: 1CA07246			
				Admin		\$13,286		Page No.:			
				Total		\$136,651					
Comments											
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between Napa County and The California Department of Forestry and Fire Protection (CAL FIRE)											

EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:County of Napa

This is Schedule B of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2025/26 to 2027/28**

(See Attached)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: **County of Napa**

This is Schedule B of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2025/2026

ADMINISTRATION

[illegible]

FIELD OPERATIONS (Fire Seasons)

	Sonoma Air Attack Base	2	Air Tankers, 1 Air Attack
	Boggs Mountain Helitack Base	1	Helicopter
	Healdsburg FFS	2	Engines, 1 Dozer
	St. Helena FFS	2	Engines
	Spanish Flat FFS	2	Engines
	Middletown FFS	2	Engines, 1 Dozer
	Clearlake Oaks FFS	2	Engines, 1 Dozer
	Glen Ellen FFS	2	Engines, 1 Dozer
	Napa FFS	1	Engine
	Greenwood Ranch FFS	1	Engine
	Cloverdale FFS	2	Engines

[illegible]

EXHIBIT D, SCHEDULE C
LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:County of Napa

This is Schedule C of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2025/26 to 2027/28

(See Attached)

EXHIBIT D. SCHEDULE C**LOCAL FUNDED LOCAL RESOURCES**
ASSIGNED TO THE CAL FIRE UNIT**NAME OF LOCAL AGENCY - County of Napa**

Fiscal Year 25/26

51130	Vacation Payout	\$383.00
51300	Medicare	\$5,575.00
51305	FICA	\$48,848.00
51400	Employee Insurance - Premiums	\$2290.00.00
51405	Workers Compensation	\$360,466.00
51605	Other Post Employment Benefits	\$28,000.00
52115	Property Tax/Assessment Admin	\$150,169.00
52130	Information Technology Svcs	\$158,342.00
52131	ITS Communication Charges	\$278,794.00
52132	ITS Records Management	\$1,153.00
52220	Medical/Laboratory Services	\$80,100.00
52305	Training Services	\$20,000.00
52310	Consulting Services	\$50,000.00
52325	Waste Disposal Services	\$21,141.00
52425	Volunteer Stipend	\$560,000.00
52485	Fire Emergency Reimbursement	\$315,000.00
52480	Fire Services Contract	\$21,700,000.00
52490	Other Professional Services	\$150,000.00
52500	Maint - Equipment	\$71,800.00
52505	Maint – Bldg & Improvements	\$7,300.00
52510	Maint - PW Charges	\$42,415.00
52520	Maint - Vehicles	\$450,000.00
52600	Rents/Leases - Equipment	\$454,150.00
52605	Rents/Leases – Buildings/Lands	\$674,000.00
52700	Insurance – Liability	\$496,981.00
52705	Insurance – Premiums	\$32,189.00
52800	Communications/Telephone	\$16,800.00
52820	Printing and Binding	\$2,000.00
52840	Permits/License Fees	\$500.00
52900	Training/Conference Expense	\$40,000.00
52905	Business Travel/Mileage	\$2,000.00
52906	Fleet Charges	\$1,500.00
53105	Office Supplies	\$13,000.00
53105	Office Furniture/Fixtures	\$5,000.00
53110	Freight/Postage	\$1,000.00
53115	Books/Media/Subscriptions	\$3,000.00

53120	Memberships/Certifications	\$2,850.00
53200	Utilities – Gas	\$8,900.00
53205	Utilities – Electric	\$79,000.00
53210	Utilities – Propane	\$17,050.00
53215	Utilities – Fire Supp Systems	\$2,500.00
53220	Utilities – Water	\$26,250.00
53225	Utilities – Sewer	\$13,000.00
53250	Fuel	\$202,500.00
53300	Clothing and Personal Supplies	725,000.00
53305	Household Expense	\$10,500.00
53315	Medical/Laboratory Supplies	\$65,000.00
53325	Landscaping/Ag Supplies	\$2,000.00
53330	Janitorial Supplies	\$5,750.00
53350	Maintenance Supplies	\$4,500.00
53355	Vehicle Repair Supplies	\$200,000.00
53400	Minor Equipment/Small Tools	\$131,700.00
53410	Computer Equipment/Accessories	\$20,000.00
53415	Computer Software/Licensing Fees	\$214,000.00
53600	Special Department Expense	\$592,201.00
53635	Service Awards	\$2,000.00
53650	Business Related Meals/Supplies	\$5,000.00
55400	Equipment	\$3,307,000.00
56200	Indirect Cost Allocation	\$311,904.00
57900	Intrafund Transfers Out	\$360,000.00
	<u>25/26 Budget</u>	<u>\$32,550,211.00</u>

EXHIBIT D, SCHEDULE D (page one)

**LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES**

NAME OF LOCAL AGENCY:County of Napa

This is Schedule D of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2025/26 to 2027/28

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
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*See Attached

Napa County Fire Department Fleet								
Radio #	CO #	Year	Make	Model	License #	VIN	Schd	Type
STAFF								
C1404	8173	2023	CHEV	TAHOE	1659409	1GNSKLED1PR149420	A	OVERHEAD
D1404	8174	2023	CHEV	TAHOE	1659408	1GNSKLED0PR149859	A	OVERHEAD
FM1	8206	2022	FORD	EXPDTN	1634902	1FMJU1JT6MEA74972	A	OVERHEAD
U33	8155	2017	CHEV	TAHOE	1444588	1GNSKFEC5HR204767	A	OVERHEAD
U24	8147	2014	FORD	F250	1403180	1FT7X2B62EEA92715	A	OVERHEAD
BATL 16	8175	2023	CHEV	2500	1659410	2GC4YLE75P1706929	A	OVERHEAD
B1421	8126	2007	CHEV	TAHOE	1163845	1GNFK13057J349527	A	OVERHEAD
DFM1	8177	2023	CHEV	1500	1668189	3GCUDAED7PG178372	A	OVERHEAD
T1433	8196	2024	DODGE	2500	1700032	3C7WR5CJ5RG309377	A	UTILITY
T1434	8148	2014	FORD	F250	1403179	1FT7X2B60EEA98173	A	OVERHEAD
T1438	8171	2020	CHEV	2500	1609725	1GC4YLE78LF315874	A	OVERHEAD
U32	8133	2009	CHEV	2500	1291679	1GCHK49K49E133255	A	OVERHEAD
T1439	8189	2024	CHEVY	2500	1680152	2GC4YME79R1151086	A	OVERHEAD
ENTERPRISE FLEET LEASE PROGRAM								
A25	8187	2023	FORD	ESCAPE	1676631	1FMCU0GNXPUA84085	A	OVERHEAD
INSP1	8190	2023	CHEVY	Colorado	1682199	1GCPTBEK8P1266852	A	OVERHEAD
DFM2	8188	2023	CHEVY	Z71	80885X3	1GCPTDEK5P1255559	A	OVERHEAD
U12	8195	2024	DODGE	2500	1696185	3C7WR5CJ2RG309384	A	UTILITY
T1433	8196	2024	DODGE	2500	1700032	3C7WR5CJ5RG309377	A	UTILITY
U25	8197	2024	DODGE	2500	1700035	3C7WR5CJ9RG309379	A	UTILITY
U26	8198	2024	DODGE	2500	1700033	3C7WR5CJ7RG309378	A	UTILITY
BATL 15	8191	2024	CHEVY	2500	1680154	2GC4YME71R1151115	A	OVERHEAD
BATL 14	8192	2024	CHEVY	2500	1680153	2GC4YME78R1151127	A	OVERHEAD
T1439	8189	2024	CHEVY	2500	1680152	2GC4YME79R1151086	A	OVERHEAD
UTILITIES								
U12	8195	2024	DODGE	2500	1696185	3C7WR5CJ2RG309384	A	UTILITY
T1433	8196	2024	DODGE	2500	1700032	3C7WR5CJ5RG309377	A	UTILITY
U25	8197	2024	DODGE	2500	1700035	3C7WR5CJ9RG309379	A	UTILITY
U26	8198	2024	DODGE	2500	1700033	3C7WR5CJ7RG309378	A	UTILITY
U27	8159	2018	FORD	F250	1534366	1FT7W2BT2JEC82808	A	UTILITY
U28	8179	2023	FORD	F450	1669210	1FD0W4HT3PEC70322	C	UTILITY
U29	8170	2020	FORD	F450	1603619	1FD0W4HT6LED96376	C	UTILITY
U30	8060	1991	IHC	4400	E209348	1HTSD27NIMH307317	A	UTILITY
U31	8136	2010	FORD	F150	1332356	1FTEX1E8XAFB11191	A	UTILITY
REPAIR								
R1432	8178	2023	FORD	F550	1687544	1FDUF5HT7PDA20367	A	DOMINATOR II
R1436	8144	2011	FORD	F450	1373340	1FDUF4HT3CEA07713	A	ARTISAN
R1436	8194	2024	FORD	F550	1700028	1FDUF5HT5RDA22024	A	DOMINATOR II
R1437	8193	2024	FORD	F550	1697076	1FDUF5HT9RDA21877	A	DOMINATOR II
R1439	8059	1990	IHC	4400	E209349	1HTSD27NIMH307318	A	DOMINATOR III
SCHD'A								
E12	8162	2018	PIERCE	ENFORCE	1464684	4P1BAAFFXKA019634	A	PUMPER T1
E25	8164	2018	PIERCE	ENFORCE	1575745	4P1BAAFF8KA020380	A	PUMPER T1
E26	8153	2015	PIERCE	ENFORCE	1470331	4P1BAAFF4FA015473	A	PUMPER T1
E27	8161	2018	PIERCE	ENFORCE	1464685	4P1BAAFFXKA019635	A	PUMPER T1
HM27	8158	2017	SVI	EVG	1494812	4S7CU2D90JC083790	A	HAZMAT
R12	8140	2009	IHC	4400	1717410	1HTMKAZR6AH271542	A	RESCUE
S25	8145	2011	PIERCE	4400	1371519	1HTMKAZR6CJ639438	A	SUPPORT
T27	8115	2005	PIERCE	DASH	1208811	4P1CD01F25A004824	A	AERIAL
T12	8186	2024	PIERCE	ENFORCER	1651706	4P1BCAGF1PA025971	A	AERIAL
RESERVE								
E126	8099	2000	PIERCE	SABER	1074871	4P1CT02U6YA000832	C	PUMPER T1
E127	8106	2003	PIERCE	SABER	1171805	4P1CT02U93A003330	C	PUMPER T1
E125	8141	2010	PIERCE	VELOCITY	1344722	4P1CV01A9AA011197	C	PUMPER T1

E318	8071	1993	IHC	7400	209148	1HTSEPPN4 PH470552	C	PUMPER T3
E321	8072	1993	IHC	7400	209149	1HTSEPPN4 PH470551	C	PUMPER T3
T-6								
E613	8137	2009	FORD	F550	1717412	1FDAX57R5 9EA60143	C	T6
E614	8185	2023	SKEETER	F550		New order, not arrived	C	T6
E616	8138	2009	FORD	F550	1717411	1FDAX57R7 9EA60144	C	T6
E618	8172	2020	FORD	F550	1576505	1FD0W5HT5 LEC48919	C	T6
E620	8199		PIERCE			New order, not arrived	C	T6
E621	8200		PIERCE			New order, not arrived	C	T6
SCHD'C								
E10	8142	2010	PIERCE	VELOCITY	1330634	4P1CV01A9 BA011489	C	PUMPER T1
E14	8090	1997	HME	SFO1871	48365	44KFT4280VWZ18583	C	PUMPER T1
E15	8100	2001	PIERCE	SABER	1117251	4P1CT02U8 1A001789	C	PUMPER T1
E18	8134	2009	PIERCE	VELOCITY	1317006	4P1CV01E9 9A009710	C	PUMPER T1
E20	8102	2002	HME	SFO1871	1131197	44KFT428X 1WZ19699	C	PUMPER T1
E21	8072	1993	IHC	7400	209149	1HTSEPPN4 PH470551	C	PUMPER T3
E214	8131	2009	PIERCE	340	1315429	2NPRHN8X7 9M785950	C	PUMPER T2
E215	8130	2008	PIERCE	340	1272299	2NPRHN8X3 8M765886	C	PUMPER T2
E216	8163	2019	PIERCE	7400	1446813	1HTWCTAR1 KH187594	C	PUMPER T2
E218	8165	2019	PIERCE IH	HV507	1575503	1HTEETARX KH254506	C	PUMPER T2
E220	8157	2016	PIERCE	7400	1495671	3HAWCSTR1 HL502552	C	PUMPER T2
E221	8166	2019	PIERCE IH	HV507	1575504	1HTEETAR7 KH374828	C	PUMPER T2
E222	8156	2016	PIERCE		1495670	3HAWCSTR1 HL502551	C	PUMPER T2
E310	8121	2007	PIERCE	HAWK	1250766	1HTWCAZN3 7J524563	C	PUMPER T3
E313	8125	2007	PIERCE	HAWK	1250765	1HTWCAZN6 7J474340	C	PUMPER T3
RESCUE								
R14	8092	1999	FORD	F550	1000414	1FDAF57F5 XEB26048	C	RESCUE
R15	8154	2016	FORD	F550	1369456	1FDOX5HT7 GEC85683	C	RESCUE
R20	8109	2003	PIERCE	F550	1170805	1FDAW57P1 3EC58016	C	RESCUE
R21	8128	2008	FORD	F550	1240703	1FDAF57R4 8EC60416	C	RESCUE
R22	8107	2002	FORD	F550	1717413	1FDAF57FX 2EA43417	C	RESCUE
WT's								
WT10	8151	2015	KW	T370	1486908	2NKHJH8X7 FM457871	C	WT 1800 Gal
WT14	8168	2020	PIERCE	FT	1599774	1FVAC5FE9 LHLF2995	C	WT 2000 Gal
WT15	8111	2005	PIERCE	357-111	1206925	1NPALU0X4 5D864185	C	WT 3000 Gal
WT18	8169	2020	PIERCE	FT	1599775	1FVAC5FE0 LHLF2996	C	WT 2000 Gal
WT20	8152	2015	KW	T370	1486909	2NKHJH8X9 FM457872	C	WT 1800 Gal
WT22	8150	2015	KW	T370	1457884	2NKHJH8XX FM448548	C	WT 1800 Gal
WT25	8113	2005	PIERCE	357-111	1206903	1NPALUOX2 5D864184	C	WT 3000 Gal
WT25	8203		PIERCE			New order, not arrived	C	WT 2100 Gal
MISC'								
Chipper 1	8149	2014	VERMEER	BC1500	1419012	1VR2161V5 E1005845		CHIPPER
Chipper 2	8160	2018	VERMEER	BC1500	651380	1VR2181V0 J1009128		CHIPPER
Chipper 3	8176	2022	VERMEER	BC1500	738992	1VRD18AE0 P1051199		CHIPPER
SKY	8167	2006	SKYTRAK	8042		160017968		SKY LIFT
TR	8089	1997	WELLS	TRAILER	951144	1WC200E26 V4030362		TRAILER
TR37	8116	2002	CARSON	TRAILER	1130451	4HXHC1420 2C044514	C	TRAILER
HZMT	8120	2003	STARL	TRAILER	1133803	46YCP1625 31068130	C	TRAILER
UTV's ERV's								
UTV 1	8180	2022	HONDA	sxs10m5dl	5442139	1HFVE04J 1N4600218		UTV
TRL 1	8181	2023	BIGT	35SA-12	1653964	16V1U1510P4231701		TRAILER
UTV 2	8182	2022	HONDA	sxs10m5dl	5442138	1HFVE04J 1N4600074		UTV
TRL 2	8183	2023	BIGT	35SA-12	1653963	16V1U1510P4278150		TRAILER
ERV18	8184	2023	CanAm	HD-10	EJ5R21	3JBUKAX23 PK000007		UTV
TRL 3	8207	2023	Cargo Exprs	XL Series SE		5JW7C1825RT111666		TRAILER

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2025, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:County of Napa

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2025/26 to 2027/28

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature Printed Name

Title Date

EXHIBIT E

DESCRIPTION OF OTHER SERVICES

This document describes leadership positions and programs within the Schedule A Cooperative Agreement, dated July 1, 2025, by and between CAL FIRE and Napa County.

LEADERSHIP POSTIONS

NAPA COUNTY FIRE CHIEF

The Sonoma-Lake-Napa Unit Chief, in accordance with the California Department of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Protection Agreement, serves as the Napa County Fire Chief. This role may be delegated to qualified personnel at the discretion of the Unit Chief.

Operating under the overall administrative policy direction of the Chief Executive Officer, the Fire Chief provides strategic leadership, guidance, and management oversight for all functions of the Napa County Fire Department. This includes supervision of personnel and administrative operations, oversight of departmental programs, and coordination of essential services such as organizational staffing, fiscal advisory, equipment management and maintenance, communications systems, and records administration. The Fire Chief also leads the County's fire prevention and suppression strategies, supports disaster preparedness efforts, and ensures compliance with all relevant laws, regulations, and policies pertaining to fire control and safety.

In addition to operational responsibilities, the Fire Chief serves as the County's Fire Official, with Agency Having Jurisdiction (AHJ) in partnership with the Napa County Fire Marshal. This operational responsibility includes Fire Code inspection, prevention, and enforcement activities. This includes initiating inspections of occupancies in accordance with State Fire Marshal regulations, particularly those classified as Group A Occupancies, which fall under the jurisdiction of the State Fire Marshal. The Fire Chief collaborates with the Napa County Fire Marshal and County Planning, Building, and Environmental Services (PBES) staff to provide expert review and recommendations on fire defense systems and related matters to the County Planning Commission and the Board of Supervisors, pursuant to applicable County ordinances, resolutions, and policies.

The Fire Chief also provides direction and oversight for the administration of the Schedule A and Schedule C budgets in collaboration with the County who has final budget oversight and approvals; the maintenance, improvement, and replacement of firefighting equipment, facilities, and infrastructure; and the procurement and inventory of materials and supplies. The Fire Chief is responsible for ensuring timely preparation of records, reports, and inspections related to fire company equipment and facilities.

Finally, the Fire Chief ensures enforcement of all policies and procedures related to NCFD personnel, NCFD fire stations and support operations within the Napa County Fire Department.

NAPA COUNTY DEPUTY FIRE CHIEF

Under the direction of the Fire Chief, the Deputy Fire Chief serves as the Department Head of Fire Operations for the County of Napa and provides daily supervision of operations within the Napa County Fire Department. The Deputy Fire Chief supervises the Assistant Chief of Operations and oversees the department's routine administrative functions, including personnel management for both full-time and volunteer personnel, equipment management and maintenance, fleet operations, fire prevention and suppression strategies, disaster preparedness, compliance with laws and regulations, and staff training. The Deputy Fire Chief's specific responsibilities include:

- **Daily Operations:** Attending all Board of Supervisors meetings and providing oversight of daily fire suppression, prevention, training, disaster preparedness, and medical response services across Napa County.
- **Budget and Fiscal Oversight:** Assisting in the development of budget recommendations to the County and daily administration of the Napa County Fire Department budget, ensuring alignment with financial goals and resource allocation.
- **Service Expansion and Upgrades:** Advising the Chief Executive Officer on the expansion or enhancement of fire services, presenting recommendations, and providing monthly statistical reports to guide decision-making.
- **Policy Development:** Recommending and coordinating policy and procedural changes to the Fire Chief and County, ensuring the achievement of departmental annual deliverables.
- **Public and Professional Representation:** Representing the Napa County Fire Department at various professional, community, and public events. Serving as a liaison with County legal counsel and ensuring full compliance with the terms of the Cooperative Fire Protection Services Agreement.
- **Coordination with County and Community Stakeholders:** Liaising with County departments and other community organizations to enhance operational effectiveness and foster collaborative efforts.
- **Financial and Personnel Coordination:** Working with the LNU Administrative Deputy Chief and County on financial matters affecting both the State and the Napa County Fire Department Contract, as well as assisting with personnel matters, budget recommendations, and monitoring of financial reports (e.g., AO-17 reports).

- **Operational Supervision:** Supervising the Division Chief of Operations, administrative staff, training/EMS units, and coordinating with the Napa County Fire Marshal's division.
- **Community Engagement and Public Education:** Coordinating with the County Office of Emergency Services and the Public Information Officer to schedule and assist with public safety education programs for schools, organizations, and community groups.
- **Official Representation:** Representing the Napa County Fire Department at official functions, professional conferences, and community events.
- **Regional Coordination:** Ensuring communication and coordination with adjoining LNU Divisions/Battalions to fulfill CAL FIRE and Napa County Fire Department obligations in areas outside of the County.
- **Press and Media Relations:** Approving and overseeing Napa County Fire Department press releases, ensuring accurate and timely communication with the public in collaboration with the Napa County Communications Office.

ASSISTANT CHIEF OF OPERATIONS

The Assistant Chief of Operations, under the direction of the Deputy Chief, provides oversight of the daily emergency response operations of the Napa County Fire Department. This position is responsible for ensuring the department's readiness and coordinating effective operations to meet the demands of emergency response services. Specific duties and responsibilities include:

- **Emergency Response Readiness:** Ensure that all fire stations, facilities, equipment, and vehicles are consistently maintained and fully prepared for emergency response at all times.
- **Supervision and Leadership:** Directly supervise and support Battalion Chiefs – Operations, providing guidance and oversight for their roles in managing day-to-day operations.
- **Interagency Coordination:** Act as a primary liaison with other local, state, and federal agencies concerning emergency response efforts, facilitating seamless collaboration during incidents.
- **Incident Command:** Assume command of complex or high-risk incidents that exceed the capabilities of the on-duty Battalion Chief, ensuring effective incident management and resource allocation.

- **Emergency Response:** Provide direct response to critical emergencies as necessary, ensuring an organized and efficient deployment of personnel and resources.
- **Volunteer Firefighter Program Management:** Oversee the Napa County Fire Department's Volunteer Firefighters, ensuring its effective operation and alignment with department objectives.
- **Recruitment and Retention:** Lead efforts in the recruitment, selection, training, and retention of volunteer firefighters, ensuring that staffing levels meet operational needs.
- **Emergency Communications:** Maintain continuous and reliable emergency communications across the department, ensuring participation in regional and countywide response plans, EMS deployment, and Automatic and Mutual Aid agreements.
- **Coordination with State and Local Resources:** Manage and coordinate operational efforts between Napa County Fire Department and state-funded resources, ensuring integration of state support into local response strategies.
- **Collaboration with Emergency Service Providers:** Work closely with other Napa County emergency service providers to ensure coordination and mutual aid support during emergencies.
- **Maintenance Oversight:** Ensure all facilities, apparatus, and firefighting equipment are consistently maintained in operational condition, addressing repairs and upgrades as needed.
- **Sub-Committee Leadership:** Oversee and coordinate the Napa County Sub-Committees that are formed and report to the Fire Service Advisory Committee (FSAC).
- **Disaster Preparedness Liaison:** Serve as the Fire Department's liaison for disaster preparedness, collaborating closely with the Sheriff's Office in Search & Rescue operations and Office of Emergency Services (OES) processes to ensure coordinated and efficient response during major incidents.

STAFF SERVICES MANAGER I (SSM1) – NAPA COUNTY FIRE DEPARTMENT

Under the direction of the Fire Chief or designee, the Staff Services Manager I (SSM1) holds primary responsibility for the administrative supervision of CAL FIRE employees hired under the Cooperative Fire Protection Agreement. This position plays a key role in overseeing critical administrative functions related to both Napa County Fire Department operations and CAL FIRE personnel management. Key responsibilities and duties include:

- **Supervision and Leadership:** Directly supervise all non-uniformed staff within the Finance and Human Resources areas of NCFD, ensuring efficient and effective performance of administrative functions.
- **Human Resources (HR) Management:** Manage HR activities for all Napa County Fire Department volunteer personnel, ensuring compliance with county policies and providing support for recruitment, retention, and training efforts. Additionally, oversee HR functions for CAL FIRE personnel hired under the Cooperative Agreement.
- **Personnel Matters:** Monitor and manage all personnel-related matters, including workers' compensation, return-to-work programs, retirement processes, and other employee transactions, ensuring compliance with applicable laws and policies.
- **Financial Budget Oversight:** Hold overall responsibility for managing the Napa County Fire Department's annual financial budget, ensuring all operational and expense-related matters are within budgetary constraints and aligned with department goals.
- **Accounting and Invoicing:** Handle accounting tasks and invoicing in accordance with Schedule A and Schedule C agreements, ensuring accurate financial reporting and adherence to contractual obligations.
- **Administrative Compliance:** Ensure strict adherence to administrative policies and procedures governing County accounting, purchasing, and reporting, promoting transparency and compliance across all financial operations.
- **Contract Preparation and Review:** Lead the preparation and review of contracts related to the Fire Department, which includes all terms and conditions are aligned with organizational objectives and financial parameters.
- **Financial Analysis and Reporting:** Prepare and analyze finance budget sheets, assist with the preparation of billing packages (AO-17s), and regularly monitor contract budget thresholds. Provide ongoing guidance and advisement to management on contract financial matters and budget status.

BATTALION CHIEF – OPERATIONS

The Battalion Chief – Operations is responsible for supervising assigned Fire Stations and overseeing emergency response operations within the Napa County Fire Department (NCFD). This position reports directly to the Assistant Chief of Operations and plays a pivotal role in incident command, resource management, and ensuring operational readiness. Key responsibilities and duties include:

- **Incident Command and Resource Management:** Assume command during emergency incidents, effectively managing resources assigned for deployment,

ensuring optimal response efforts, and maintaining operational efficiency throughout the duration of the incident.

- **Personnel Supervision and Development:** Supervise, evaluate, and mentor personnel, ensuring their professional development and maintaining high standards of performance. Conduct performance evaluations, provide individualized development plans, and assist in correcting deficiencies through coaching and support. Address personnel grievances and performance concerns, seeking informal resolutions when possible, and recommending necessary disciplinary actions when appropriate.
- **Administrative Support:** Assist and support the Assistant Chief of Operations by managing and participating in various administrative tasks, programs, and projects as assigned. These may include apparatus maintenance, facility repairs, and other essential departmental operations.
- **Program and Service Management:** Assign program activities to personnel, including training, facility and equipment maintenance, and communication tasks. Ensure that program objectives align with the department's overall goals and service priorities.
- **Goal and Policy Development:** Participate in the development, implementation, and review of department goals, objectives, policies, and priorities. Recommend and administer policies and procedures to ensure continuous improvement and operational efficiency.
- **Communication and Problem-Solving:** Maintain clear communication with the Assistant Chief of Operations, utilizing the established Chain-of-Command to report potential or current issues, along with recommended solutions. Foster an open and constructive dialogue at all levels of the department.
- **Professionalism and Leadership:** Consistently demonstrate a professional, constructive demeanor, serving as a role model for all personnel. Provide leadership that fosters a positive and collaborative work environment, promoting accountability, safety, and high standards of service delivery.
- **Volunteer Coordination and Support:** Supervise, support, and maintain direct communication with volunteer stations within the Battalion Chief's assigned operational battalion. Serve as the primary point of contact for each volunteer station, ensuring timely communication and support. Collaborate with the appropriate departments to resolve issues and ensure the effective cooperative operations of NCFD volunteer members within the fire department.
- **Community Risk Reduction and Resiliency:** The Battalion Chief will collaborate closely with the County of Napa, Napa Firewise, and the Pre-Fire Division Chief to plan, develop, and implement strategic wildland fuels reduction projects. This role

will focus on expanding the scope, efficiency, and effectiveness of these projects to significantly enhance community risk reduction efforts related to wildfire. Additionally, the Battalion Chief will lead initiatives that promote long-term community resilience, leveraging interagency partnerships, data-driven planning, and proactive mitigation strategies to protect life, property, and natural resources.

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST – NAPA COUNTY FIRE DEPARTMENT

Under the direction of the Staff Services Manager I, serves as the lead Hiring Analyst responsible for managing position control, overseeing recruitment and hiring processes, and administering budgetary operations for the Napa County Fire Department. Performs complex analytical work involving staffing configurations, classification, and fiscal planning in compliance with State Administrative Manual (SAM), CalHR, DGS, and departmental policies. Provides expert-level consultation in personnel management and financial oversight to support effective workforce planning and budget execution.

- Acts as a subject matter expert on personnel operations, including interpretation of laws, regulations, bargaining unit contracts, and classification standards.
- Independently prepares and processes Requests for Personnel Action (PO-200) and ensures organizational charts are accurate and up to date.
- Reviews and develops duty statements in alignment with classification specifications and allocation guidelines.
- Reconciles positions with current fiscal budgets and provides staffing analysis to field leadership (Battalion, Division, and Deputy Chiefs) to ensure recruitment accuracy and operational efficiency.
- Prepares comprehensive management reports to support strategic hiring plans and identify potential staffing impacts or displacements.

Supports financial oversight and programmatic operations:

- Monitors and reconciles revenues and expenditures to ensure budget integrity, accurate fund allocation, and timely communication of fiscal status to program managers.
- Provides budgetary analysis and strategic recommendations to Fire Department leadership, including consultation on staffing levels based on annual budget constraints.
- Trains staff on procurement, budgeting fundamentals, and County policies; supports ongoing organizational evaluation and operational planning.

Policy, administrative, and program responsibilities:

- Prepares Board of Supervisors agenda items related to fire department operations, including resolutions, budget adjustments, and interdepartmental correspondence.
- Coordinates closely with the Fire Administrator, County Executive Office, and Auditor-Controller Office to address budgetary and accounting issues.
- Assists the Assistant Chief of Operations with the administration of the Napa County Volunteer Firefighter Program and oversees the Respiratory Protection Program, including compliance monitoring, physician consultations, DMV recordkeeping, and coordination with volunteer fire leadership.

NAPA COUNTY FIRE - STAFF SERVICES ANALYST (SSA)

Under the direction of the Staff Services Manager I, the Staff Services Analyst (SSA) provides vital administrative and financial support to the Napa County Fire Department. This position is responsible for managing a range of functions including financial accounting, purchasing, human resource management, fleet fiscal management, and administrative support for fire investigative services. Key responsibilities and duties include:

- **Financial and Purchasing Support:**
 - Prepare and process purchase order requests for the Napa County Fire Department, ensuring compliance with procurement guidelines and accurate financial records.
 - Submit journal entries to the Napa County Auditor-Controller Office for review and approval.
 - Serve as a key resource for accounts payable within the Napa County Fire Department, ensuring timely and accurate processing of invoices and payments.
- **Budget and Financial Tracking:**
 - Track and manage financial data using the Tyler Munis financial reporting system, ensuring all allocations are properly documented.
 - Prepare and distribute monthly budget reports to department managers or as requested, offering support for financial planning and analysis.
- **Workers' Compensation and Accident Reporting:**
 - Prepare and track all Worker's Compensation and Accident forms for Napa County Fire Department employees, ensuring that all paperwork is forwarded to the Napa County Risk Manager or Risk Management as required.
- **Project and Budget Monitoring:**
 - Monitor Napa County Fire Department's allocations by project and sub-level budget, ensuring expenses stay within budgetary limits and identifying potential discrepancies.

- **Purchasing of Personal Protective Equipment (PPE):**
 - Oversee the purchasing and acquisition of personal protective equipment (PPE) for fire department staff, ensuring that all necessary equipment is available and meets safety standards.
- **Fleet Services and Apparatus Management:**
 - Process invoices and work orders for the fleet services department, ensuring that all fleet-related financial transactions are accurately documented.
 - Manage fleet contracts for services and apparatus, ensuring timely and efficient management of fire department vehicles and equipment.
- **Human Resource Support:**
 - Assist with human resource management for Napa County Volunteers and CAL FIRE employees, including tracking time, benefits, and compliance with County HR policies.
 - Reconcile volunteer stipend payments, ensuring accurate processing of stipends for Napa County Fire Department Volunteers.
- **Public Records and Administrative Support:**
 - In collaboration with the County of Napa, respond to Public Records Act requests on behalf of the Napa County Fire Department, ensuring that all records are accurately provided in compliance with legal requirements.
 - Provide administrative support for records management related to fire investigation services, ensuring the proper organization and storage of investigative records.
 - Assist with administrative support for the Training Bureau, including records management, scheduling, and logistical coordination for training activities.

NAPA COUNTY FIRE – FORESTRY EQUIPMENT MANAGER 1 (FEM1)

Under the general supervision of the Assistant Chief of Operations, the Forestry Equipment Manager I is responsible for overseeing the maintenance, repair, and operational readiness of all automotive/fire apparatus equipment assigned to the Napa County Fire Department. The position ensures a high standard of performance and appearance for all equipment while adhering to Napa County Fire Department policies and procedures. Key responsibilities and duties include:

- **Technical Advisor and Equipment Maintenance Oversight:**
 - Serve as the technical expert for all phases of automotive equipment maintenance within the unit, including ensuring that repairs and maintenance are conducted in alignment with the Department's standards and guidelines.
 - Maintain a high standard of operational readiness and appearance for all vehicles and equipment.
 - Lead and perform safety and maintenance inspections of all automotive equipment, ensuring compliance with regional policies and directives. This

includes coordinating with the California Highway Patrol (CHP) for annual safety and preventive maintenance inspections of all transportation vehicles.

- Serve as a subject matter expert in the development and evaluation of specifications for the acquisition and procurement of new fleet apparatus, ensuring operational needs, safety standards, and departmental requirements are met.
- Oversee the remarketing and disposition of decommissioned or retired apparatus to optimize asset value and support ongoing fleet readiness and service continuity.
- **Repair Coordination and Supervision:**
 - Oversee and ensure the timely repair of automotive equipment, ensuring all repairs are completed in accordance with established Department policies and procedures.
 - Direct and supervise all aspects of equipment maintenance, providing technical oversight and guidance to personnel involved in maintenance tasks.
 - Actively participate in equipment repair and maintenance for training, technical instruction, and operational purposes.
- **Expenditure and Vendor Management:**
 - Maintain ongoing oversight of all expenditures related to automotive repairs, ensuring cost-effective and efficient use of resources.
 - Investigate automotive accidents as necessary, ensuring thorough documentation and analysis of incidents.
 - Coordinate closely with external vendors to expedite repairs, ensuring that necessary paperwork is processed promptly for vendor payments.
- **Inspection and Approval of Repairs:**
 - Inspect all repairs that require Napa County approval before work is initiated, ensuring compliance with Napa County purchasing policies and budgetary constraints.
 - Supervise and/or directly perform repairs on equipment used in fire suppression activities, ensuring that all equipment is fully operational and ready for emergency deployment.
- **Preventive Maintenance Program:**
 - Develop, implement, and oversee a NCFD preventive maintenance program to ensure the ongoing functionality and longevity of all equipment.
 - Keep detailed, up-to-date records on all maintenance and repairs performed on motorized equipment, ensuring proper documentation is maintained for future reference and warranty purposes.
 - Stay informed on the warranties for newly acquired equipment, ensuring that any warranted repairs are identified and handled promptly.

- **Supervision of Heavy Fire Equipment Mechanics (HEM):**
 - Provide direct supervision and oversight of the HEMs assigned to NCFD, ensuring the quality and efficiency of all apparatus repair and maintenance.
 - Evaluate the performance of HEMs assigned to the annual automotive preventative maintenance program, ensuring that all team members meet performance expectations and contribute effectively to department goals.

HEAVY EQUIPMENT MECHANIC – NAPA COUNTY FIRE DEPARTMENT

Under the direction of the Forestry Equipment Manager I. The HEM is responsible for performing comprehensive mechanical diagnostics, repairs, and maintenance on a wide range of fire apparatus and support vehicles to ensure operational readiness and compliance with safety standards. Key responsibilities include:

Fleet Maintenance & Repairs

- Conducts A, B, and C level services and repairs on fleet equipment.
- Diagnoses and repairs gasoline and diesel engines, performs tune-ups, brake system repairs (air and hydraulic), and general mechanical work.
- Overhauls and maintains fire pumps and associated apparatus systems to ensure optimal performance.
- Performs and documents Basic Inspection of Terminal (BIT) inspections on regulated vehicles and conducts annual pump testing per departmental policy.

Preventive Maintenance

- Carries out routine preventive maintenance inspections and services as prescribed in CAL FIRE Handbook 6700, ensuring all equipment is maintained in a safe and service-ready condition.
- Identifies and addresses mechanical deficiencies before they impact operational capability.

Technical Documentation & Inventory Management

- Prepares and completes detailed Shop Work Orders to accurately document repairs and services performed.
- Manages parts and supply inventory for assigned repair vehicle/shop, including ordering, receiving, reconciling invoices, and maintaining stock levels.
- Submits Faulty Equipment Reports, and other detailed documentation as needed for safety tracking and compliance.

Training & Technical Guidance

- Receives specialized training in fire apparatus maintenance to maintain technical proficiency and adapt to evolving equipment standards.
- Assists in training fire control personnel on proper apparatus care and maintenance procedures to ensure longevity and performance of equipment.

NAPA COUNTY FIRE - FIRE CAPTAIN: TRAINING

Under the direction of the LNU Training Battalion Chief and with input from the Napa County Assistant Chief of Operations. The Fire Captain – Training is responsible for the coordination, development, and delivery of comprehensive training programs for both career and volunteer personnel across the Napa County Fire Department. This role ensures all staff meet operational readiness standards and remain current with mandated certifications and continuing education in areas such as structural and wildland firefighting, EMS, hazardous materials, search and rescue, ICS, disaster preparedness, and departmental policies and procedures.

Training Program Management

- Administers the Napa County Volunteer Firefighter Training Program, providing leadership and support to volunteer training officers while ensuring consistency and compliance with department standards.
- Coordinates and facilitates monthly training drills, specialized instruction, and mandated coursework for volunteer stations, including curriculum development and direct instruction as needed.
- Assists in the creation, implementation, and regular review of long-range training goals, objectives, and performance metrics for the Training Bureau.

Volunteer Recruits and Certifications

- Leads the planning and execution of the NCFD Volunteer Firefighter Academy.
- Ensures all personnel—career and volunteer—remain compliant with current training requirements and certifications.
- Represents Napa County and CAL FIRE in meetings, interagency collaborations, and public engagements; provides back-up leadership in the absence of the Training Bureau Battalion Chief.

NAPA COUNTY FIRE - FIRE CAPTAIN: EMERGENCY MEDICAL SERVICES (EMS)

Under the direction of the LNU Training Battalion Chief and with input from the Napa County Assistant Chief of Operations. The EMS Captain serves as the lead administrator of the Napa County Fire Department's Emergency Medical Services (EMS) Program. This position is responsible for ensuring department-wide compliance with all EMS-related policies, procedures, and regulatory standards, encompassing both paid and volunteer personnel.

Program Oversight & Compliance

- Administers the Napa County Fire EMS Program, ensuring alignment with department policies and directives from the Fire Chief.
- Ensures all personnel maintain operational readiness and compliance with Napa County EMS Agency (NCEMSA) policies, regional protocols, and internal EMS guidelines.
- Maintains expertise in Mass Casualty Incident (MCI) operations and ensures department adherence to the Regional MCI Protocol.

Quality Improvement & Interagency Collaboration

- Participates as an active member of the Emergency Medical Care Committee (EMCC), contributing to the continuous evaluation and development of countywide EMS systems.
- Plays a key role in the EMS Quality Improvement (QI) Program, collaborating with the County Health Officer and related entities to assess and enhance EMS service delivery.

Leadership & Policy Development

- Provides leadership in EMS policy interpretation and implementation, supporting consistent application across all stations and personnel.
- Serves as a departmental subject matter expert in EMS-related matters, offering guidance, support, and training to staff as needed.

PEACE OFFICER (PREVENTION AND FIRE INVESTIGATION)

CAL FIRE Sonoma-Lake-Napa Unit Peace Officer serves as a certified law enforcement officer responsible for conducting comprehensive fire prevention and fire cause investigations within Napa County. This position ensures enforcement of state and local fire laws, supports public education efforts, and contributes to interagency training and coordination.

Fire Investigation & Law Enforcement

- Leads origin and cause investigations for wildland and structural fires; identifies, collects, and preserves physical evidence in accordance with legal and procedural standards.
- Conducts interviews, interrogations, and depositions of witnesses and suspects; prepares investigative and case reports for referral to the District Attorney's Office.
- Issues citations and executes arrests in accordance with applicable laws and departmental protocols; prepares official documentation and reports for both agency and public use.
- Maintains current knowledge of State Forest and Fire Laws, laws of arrest, rules of evidence, court procedures, and modern fire prevention and forestry practices.
- CAL FIRE's broader law enforcement and prevention program officers will be available to assist on complex investigative cases.

FIRE SUPPRESSION OPERATIONS AND TRAINING

General Overview

The **Napa County Fire Department (NCFD)** is one of five local government fire agencies in Napa County responsible for delivering comprehensive emergency services, including structural fire suppression, emergency medical response, and technical rescue operations. NCFD's service area includes both the incorporated Town of Yountville and unincorporated Local Responsibility Area (LRA) lands, as well as State

Responsibility Area (SRA) lands through a cooperative fire protection agreement with CAL FIRE.

Within the unincorporated LRA, NCFD is the primary provider for wildland fire suppression, while CAL FIRE holds primary responsibility for wildland protection on SRA lands. Due to the overlapping nature of these jurisdictions, a collaborative and mutually supportive agreement exists between NCFD and CAL FIRE to ensure seamless fire protection services across Napa County.

Under the terms of this cooperative agreement, CAL FIRE provides emergency fire suppression, emergency medical services, and technical response support, including:

- Commercial, residential, and wildland fire suppression and prevention
- Fire cause investigation
- Hazardous materials incident response
- Vehicle extrication and rescue operations
- Hazardous condition mitigation (e.g., flooding, downed power lines, seismic events, terrorist threats)
- Emergency medical care at the Basic Life Support (BLS) level
- Public service assistance
- Administrative support including personnel, finance, training, logistics, and safety
- Management of all types of large-scale, regional, and multi-agency incidents

County of Napa Duty Chief Coverage

CAL FIRE will provide 24-hour Duty Chief Coverage, usually with a Division Chief or above. The Duty Chief is responsible for daily emergency operations of the entire Sonoma-Lake-Napa Unit, including those of the Napa County Fire Department, and can be contacted immediately via assigned Duty Chief phone number or by contacting the Emergency Command Center. CAL FIRE will provide this position at no cost to the County.

CORE SERVICES

Emergency Medical Services (Basic Life Support)

NCFD provides Basic Life Support (BLS). Personnel are required to maintain certification through continuing education, including routine skills evaluations. Training and credential maintenance are coordinated through the CAL FIRE LNU Training Bureau in conjunction with Napa County EMS protocols.

Volunteer Firefighter Program

NCFD's Volunteer Firefighter Program is administered and supported by CAL FIRE and Napa County staff. Responsibilities include recruitment, onboarding, training, management, and operational support of volunteer personnel. All related expenses—

including insurance, stipends, and personal protective equipment (PPE)—are accounted for in the County’s annual fire budget. Volunteers are not covered under CAL FIRE workers’ compensation insurance.

TRAINING PROGRAM

The CAL FIRE LNU Training Bureau coordinates with NCFD to ensure consistent, high-quality training for career, volunteer, and administrative personnel. County-based CAL FIRE Training Captains are responsible for:

- Managing day-to-day training operations
 - Coordinating in-service company drills and specialized training
 - Maintaining training records and certification tracking
 - Delivering mandated, agency-wide training programs
 - Overseeing operations and scheduling at the Napa County Training Grounds on Silverado Trail
 - Representing NCFD in interagency training efforts
- Clerical support for the training division is shared among both agencies to ensure administrative efficiency.

FACILITIES, APPARATUS, AND EQUIPMENT

Facilities and Property

County-owned fire stations, training grounds, and associated equipment are made available to CAL FIRE personnel for operational use at no cost. CAL FIRE may co-brand facilities and equipment utilized by CAL FIRE personnel while maintaining all aspects of daily operations, minor facility maintenance, and management of service contracts for major repairs and infrastructure improvements.

Apparatus Fleet

NCFD currently operates a fleet of 97 apparatus and equipment, including:

- Structural and wildland engines
- Aerial ladder trucks
- Hazardous materials units
- Technical rescue vehicles
- Chippers
- Utility Trailers
- Utility Terrain Vehicles
- Administrative and command vehicles

All apparatus are maintained in accordance with CAL FIRE’s automotive maintenance standards and National Fire Protection Association (NFPA) 1911 recommendations. Factors that determine apparatus rotation and replacement include engine hours, road

mileage, service history, preventative maintenance quality, availability of parts, and repair costs.

Upon retirement from front-line service, apparatus may be reassigned to reserve status and serve the following purposes:

1. Temporary replacement when front-line units are out of service
2. Deployment under statewide mutual aid assignments
3. Operational staffing by volunteer fire personnel
4. Support during major local disasters and emergencies

In addition, CAL FIRE frequently utilizes NCFD reserve apparatus through Assistance by Hire (ABH) agreements. These arrangements allow CAL FIRE to deploy NCFD-owned apparatus and personnel for state-level missions, with reimbursement provided to the County at established agreement rates.

FIRE MARSHAL, PREVENTION, AND INVESTIGATION SERVICES

BACKGROUND

Napa County Fire Department has a comprehensive fire marshal, fire prevention, and planning office program operated by County of Napa personnel, which combines pre-fire structural fire prevention and wildland fire safety programs. The primary mission of the office is minimizing the threat of fire throughout the County. Under the authority of the California Office of the State Fire Marshal (OSFM) the NCFD Fire Chief, or authorized representative, has the authority to enforce building standards for fire and public safety adopted by the OSFM. This is accomplished through a variety of methods, including:

- Fire Code development (CFC), review and enforcement
- Structural plan reviews (fire) for all construction in the unincorporated areas
- Residential Fire Sprinkler inspections
- Title 19 Mandatory Fire Inspections
- SRA Fire Safe Regulations (PRC 4290) for all properties in the wildland areas
- Defensible Space inspections (PRC 4291) around all structures in the wildland areas
- Weed abatement program
- Water supply flow testing
- Public outreach and education
- Special projects/event fire permits

The Napa County Fire Marshal is a schedule C employee appointed by the Napa County Chief Executive Officer (CEO). This position is managed administratively by the County of Napa and operationally coordinated by the Napa County Fire Chief.

DISPATCH SERVICES

The CAL FIRE Sonoma-Lake-Napa Unit Emergency Command Center (ECC) serves as the centralized dispatch hub for the CAL FIRE Unit and several partnering local fire departments, including the Napa County Fire Department. The primary mission of the ECC is to ensure the rapid and accurate deployment of emergency resources to incidents across the region—maximizing response effectiveness while minimizing delays.

This objective is achieved through a robust and continually evolving system of standardized policies, dynamic response protocols, and advanced communication technology. These systems are designed to streamline emergency call processing, resource identification, and incident coordination—ensuring the right personnel and apparatus are dispatched promptly to every emergency.

The ECC is staffed 24 hours a day, 365 days a year, by a skilled team that includes:

- Battalion Chiefs
- Fire Captains
- Communications Operators

These professionals work to maintain situational awareness across the Unit, monitor ongoing incidents, manage mutual aid, and resource sharing, and provide essential coordination during high-volume emergency events such as wildfires, storms, and multi-casualty incidents.

This centralized dispatch model enhances regional preparedness, operational consistency, and interagency cooperation across the Sonoma-Lake-Napa Unit.

INVESTIGATION SERVICES

The Napa County Fire Department, in cooperation with CAL FIRE, provides comprehensive fire investigation services aimed at determining the origin and cause of all fire incidents. These services are critical to public safety, fire prevention, and the successful prosecution of criminal activity related to arson.

Initial scene assessments and preliminary investigations are conducted by trained Engine Company Officers, who are qualified to identify potential indicators of suspicious activity, accidental causes, and any immediate threats to public safety. These first responders play a crucial role in preserving evidence and documenting early observations.

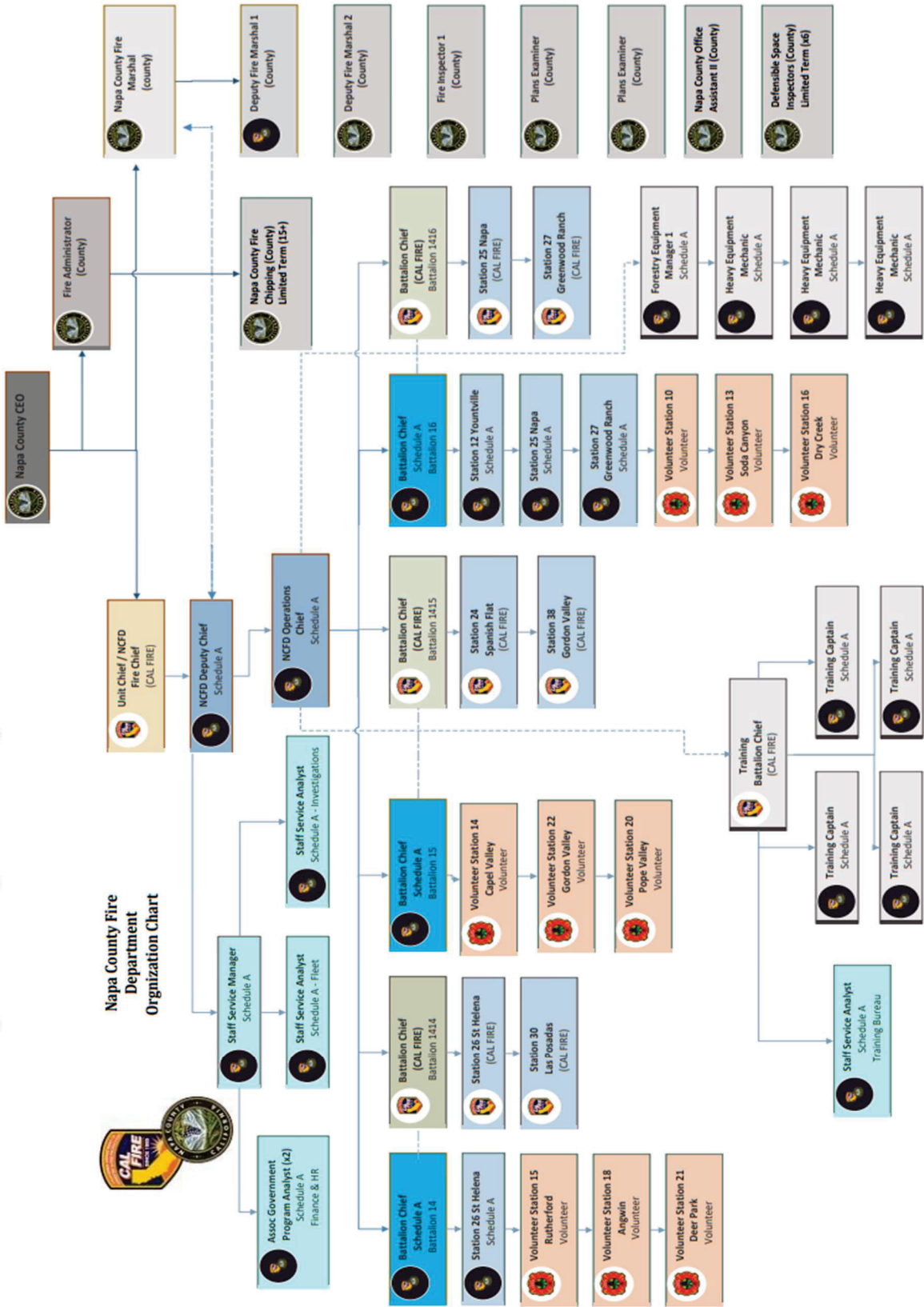
For incidents involving significant dollar loss, injury, fatality, or signs of foul play, a qualified CAL FIRE, Fire Investigator—certified as a Peace Officer or Public Officer—will lead a comprehensive investigation. These personnel are trained in advanced

investigative techniques, including evidence collection and preservation, witness interviews, and fire pattern analysis.

In cases of suspected arson or criminal intent, CAL FIRE works in full collaboration with the Napa County Sheriff's Office and other allied law enforcement agencies. This interagency partnership ensures thorough case development, legal integrity of evidence, and successful prosecution when warranted.

These investigation services support broader fire prevention efforts by identifying trends, informing public education initiatives, and enhancing accountability for fire-related incidents throughout Napa County.

Napa County Fire Department





Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Main: (707) 253-4580

Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-962

TO: Board of Supervisors
FROM: Brian D. Bordona, Director of Planning Building & Environmental Services Department
REPORT BY: Akenya Robinson-Webb, Code Compliance Manager
SUBJECT: Code Compliance Division Annual Update

RECOMMENDATION

Receive a presentation on the Code Compliance Division's annual update. (No Fiscal Impact)

BACKGROUND

The County is committed to maintaining and improving the quality of life for its community and the Code Compliance Division (Division) assists in that effort through obtaining compliance with State and local laws and regulations. Code compliance protects residents, business owners, and tourists from hazards resulting from code violations, while working to foster a sense of pride within the community. With a focus on education, the Division achieves the correction of violations and the abatement of nuisances that may constitute threats to public health and safety, and prevents or restores impacts made to the environment. In this way, the Division provides support to the permits and approvals issued by the other divisions of Planning, Building, and Environmental Services (PBES), and other departments, such as Fire and Public Works.

Because the County is large and resources are limited, the Code Compliance division operates primarily through responsive enforcement, where staff investigates complaints received by the public in confidence. However, the Division also operates through proactive enforcement, where violations are identified by staff, or self-reported by property owners. Such proactive enforcement programs include the Use Permit Compliance Program, short-term rental enforcement, and the Neighborhood Property Improvement Program. The Division also works closely with the Building Division to remedy violations identified during the building permit inspection process. The Division's goal is to combine responsive enforcement with proactive enforcement to provide meaningful and effective reach across the County.

This annual update seeks to provide the Board an overview of the Code Compliance program as well as highlight notable accomplishments during fiscal year 2024-25. Identified in this report are several goals for the future of the code compliance program, which Division staff intends to bring to the Board in the future.

Code Enforcement Division Overview

The Division consists of eight positions: One manager, one supervisor (vacant), five officers, and one office assistant. All the Divisions within PBES, as well as the Department of Public Works and the Fire Marshall's Office, provide enforcement support. Code Compliance cases are divided into seven categories based on the code violations identified. The following is a breakdown of the seven case categories:

- Building Permit Enforcement - Unpermitted construction, illegal conversions of structures.
- Zoning and Use Permit Compliance - Businesses and other members operating outside their allowed uses within their zoning districts.
- Property Nuisance - Substandard property maintenance such as excess debris and materials on the property, vehicles parked on unimproved surfaces longer than 3 days.
- Grading - Earth movement without prior approval.
- Conservation Regulations - Stream and wetland setbacks, tree removal, vineyard installation without an approved Agricultural Erosion Control Plan (ECPA).
- Substandard Buildings - Dilapidated structures, housing unfit for human habitation.
- Stormwater/Flood Plain - Illicit discharge and structures located in the floodplain without approval.

When the County receives a complaint, a case is created in our tracking system and the case is assigned a priority. The assignment of case priority dictates both the timing of initial responses and the order in which cases are addressed. The Board adopted 6 priority categories, which the Division groups together as follows:

- Priority 1 - Safety related complaints with a high level of danger, instability, and risk to life, health and safety.
- Priority 2 - Violations that have a high impact on the environment where swift action is necessary for public safety and/or would reduce or eliminate the impact.
- Priority 3 - All other violations that do not meet the criteria for Priority 1 or Priority 2 classifications.

Priority one and two cases are investigated as soon as possible to ensure that any immediate threat to health and safety is identified and corrected. Priority 3 cases are given priority as staff is available and able to attend to them.

County Counsel's Role in the Code Compliance Process

County Counsel supports the Code Compliance team in several ways throughout the enforcement process. Deputies work closely with Code Compliance staff on individual cases as well as program-wide issues.

Counsel advises staff on specific approaches to assist property owners in achieving compliance, mediate in cases where staff and property owners may reach impasse, and litigate on behalf of the County where voluntary compliance is not forthcoming. The Napa County Code provides that County Counsel may commence civil proceedings for the abatement, removal, correction and enjoinder of violations, as well as the imposition of civil penalties and abatement costs. The Policies and Procedures Manual provides that referral of cases to County Counsel is one among several options for formal enforcement after efforts to attain voluntary compliance are exhausted or futile.

In addition to case-specific services, Counsel also provides assistance with process improvement and revisions,

as well as advice and training on the legal boundaries of code compliance activities. For example, the process for obtaining an inspection warrant requires filing an application with the Court, accompanied by a declaration or affidavit from a code compliance officer. To ensure the process was efficient and effective, as well as in compliance with state law, County Counsel met with the presiding judges to develop a workflow for such applications, avoiding unnecessary obstacles for code compliance staff to perform their duties.

Like with other departments and divisions, County Counsel also supports staff in making more substantial changes to the code compliance program. In 2024, County Counsel helped to prepare an updated Board Policy, reviewed amendments to the Policy and Procedures Manual, and continues to assist with the Code Compliance Resolution from 2018.

Permit Enforcement Fiscal Year 2024-25:

As mentioned above, a majority of the cases relate to building code or permit enforcement. In the past fiscal year, staff identified over \$4,729,789 worth of illegal construction. Not only does that represent a significant amount of work being done without compliance with the applicable building codes, but also represents substantial building, planning, environmental, and other permit fees that are not paid to the County. In the 2024-25 fiscal year, the Division's activities generated \$616,745 in permit fees related to correcting those violations. Staff is proactive in building permit enforcement due to the health and safety concerns associated with building codes.

Achievements for Fiscal Year 2025-25:

In addition to the building permit fees, the Division has had many successes in the last year. At the beginning of 2024, County Counsel negotiated a \$500,000 settlement for a Short-Term Rental violation. Compliance was achieved through the Division's ongoing partnership with members of the public, code staff, County Counsel and the Sheriff's Department.

The Division continues to tackle the backlog of over 1000 code cases. Division staff opened 227 code case between July 1, 2024, and June 3, 2025. Despite being short staffed, Division staff successfully closed 191 cases.

Continuing the PBES Department's commitment to continuous process improvement, the Division updated its Policy and Procedure Manual, created a Safety Plan and Procedures, and developed a new Frequently Asked Questions (FAQ) page as a helpful community resource on our website. Additionally, Staff created a guide for potential new property owners with helpful links to assist them with due diligence prior to purchasing a property, along with brochures for Pool Safety and Accessible Parking. These new brochures are all available in English and Spanish on the County website, and we also added Spanish translation for the online code complaint form.

Additionally, the Division expanded the use of technology to enhance operational efficiency through the rollout of the Accela mobile application, enabling field staff to upload inspection photos and case notes in real time for more timely and accurate case updates.

The Division is also working with County Counsel to reform the process for administrative abatement of nuisances, allowing the Division to hold hearings before a hearing officer to determine the scope and extent of violations and to address the process for achieving compliance. This would provide a more efficient process to adjudicate violations and to allow property owners to be heard, without resorting to the courts.

Challenges during Fiscal Year 2024-25:

The Division recognizes the impacts of code violations on new owners who were not made aware of unpermitted construction prior to purchasing a property. During the past few years staff have worked with property owners who have asserted they were unaware of existing violations on a recently purchased property including entire dwellings that were constructed or reconstructed without a permit. This resulted in the creation of the new owner guides and brochures mentioned above. Division staff made an effort to engage with the Bay Area Realtors Association to offer education on permitting requirements; however, the initiative has yet to elicit the desired results. The Division is also taking steps to quantify the number of property owners affected by uninformed purchases to help as we consider long-term strategies to address this challenge.

Increasingly, the Division receives complaints about issues that, upon investigation, fall outside our team's legal authority for enforcement. When the issue does not violate any specific ordinance or falls under the jurisdiction of another agency, code officers are unable to take enforcement action, despite public concern or perceived nuisance. These situations often require significant research, coordination, and communication with complainants, external agencies, and property owners. To mitigate frustrations and support the community, we focus on providing complainants the best path towards resolution with the enforcing agency, wherever feasible. Unfortunately, these situations lead to significant resources being used to address complaints that ultimately cannot be acted upon within our team's purview. This diverts attention from legitimate, enforceable code violations.

The Division continues to address ongoing complaints regarding the high number of roosters and incidents of cockfighting in the unincorporated areas of the County. Even in the least severe instances, a single rooster in the residential single zoning district can create a significant noise nuisance, negatively impacting the community's quality of life. For over a decade, Code Compliance staff have responded to cases involving roosters kept for the purpose of cockfighting. These activities are often concentrated in Agricultural Zoning Districts, where current regulations allow a large number of roosters per acre. Investigating these cases can pose serious risks to staff, as cockfighting operations are frequently associated with illegal firearms, narcotics, animal cruelty, and other criminal activities. Code Compliance Staff works closely with the Sheriff's Department to ensure public safety and gain compliance.

On November 13, 2018, the Board directed staff to take several actions to establish the Use Permit Compliance Program. The limited term program gave use permit holders that were not operating within their entitlements the opportunity to continue their operations as long as they took the required steps to modify their use permit. The deadline for owners to submit an application to participate in the program was set for March 29, 2019. Under this program, the County received a total of 47 applications. To date, 38 applications have been completed and acted upon with nine remaining incomplete. Since the program's inception in 2019, applicants have faced numerous challenges, including wildfires, a global pandemic, and several periods of drought. The nature and extent of the violations vary, with some being easier to resolve than others. Despite these obstacles, the vast majority of applicants have invested significant time and resources to successfully obtain an approved use permit modification. However, some applicants who have not completed the process continue to operate without meeting the requirements to obtain an approved use permit modification, despite staff's numerous and ongoing efforts to support applicants through the process.

Looking Ahead - Fiscal Year 2025-26:

The Division has identified multiple properties in the Berryessa Highlands and Estates area with trailers located on parcels impacted by the LNU Complex and Glass Fires. Following these fires, the County authorized temporary trailer permits for affected homeowners, allowing them to reside on their properties for up to one-

year while rebuilding their homes. Now, nearly five years later, numerous unpermitted trailers remain on these parcels and are being used as primary residences or informal campsites. The continued presence of the trailers exceeds the scope of the original temporary relief and no longer complies with County regulations. The Division plans to begin educational outreach this summer, followed by active enforcement efforts related to these unpermitted trailers on October 1, 2025, aligning with the expiration of the 2020 Napa Glass Fire fee waivers.

On January 1, 2026, the Division will begin enforcement of Napa County Code (NCC) Chapter 5.80 which is the Reusable Foodware Ordinance. The ordinance requires food providers, providing food and beverages consumed on-premises, to provide reusable foodware. Foodware provided for off-premises consumption could be reusable or disposable. Disposable foodware is required to be compostable. The code allows for exemptions under NCC 5.80.080 - Exemptions. PBES Natural Resource staff will continue to provide education to affected businesses prior to the January 1, 2026, effective date.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1128

TO: Board of Supervisors
FROM: Ryan J. Alsop - Chief Executive Officer
REPORT BY: Tracy A. Schulze - Auditor Controller
SUBJECT: County of Napa Fiscal Year 2025-26 Budget Adoption

RECOMMENDATION

Adopt a Resolution adopting the Recommended Budget of the County for Fiscal Year 2025-26; and adopt a Resolution Amending the Table and Index of Classes. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary)

(CONTINUED FROM JUNE 17, 2025)

BACKGROUND

The Board of Supervisors opened a public hearing for the Fiscal Year 2025-26 recommended budget on June 16, 2025. This item has been prepared by the Auditor-Controller's Office, based on the Board's actions taken during the public hearing, in accordance with the State of California, County Budget Act, Government Code Sections 29080-29093. There are two resolutions for the Board's consideration. The first resolution is to adopt the Recommended 2025-26 Budget. The second resolution makes certain changes to the table and index of positions that are necessary to implement the Recommended 2025-26 Budget (see pages 558-564 of the Recommended Budget for more details).

Procedural Requirements:

1. Continue Public Hearing from June 17, 2025
2. Staff Reports
3. Public Comments
4. Close the Public Hearing
5. Motion, second, discussion, and vote to adopt two Resolutions

The attachments include the following:

- Resolution to Adopt the Recommended 2025-26 Budget
- State Schedules 1, 2, 3 and 4 All Fund Budget Summary and Governmental Funds
- State Schedules 2, 3 and 4 Non-operating Special Revenue Funds
- State Schedules 12, 13, and 14 Internal Service Funds and Enterprise Funds
- Resolution to Amend the Table and Index of Classes

Requested Action:

Adopt a Resolution adopting the Recommended Budget of the County for Fiscal Year 2025-26 and adopt a Resolution to Amend the Table and Index of Classes.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Establishes the budget authority for Fiscal Year 2025-26.
Consequences if not approved:	Without budget adoption, Napa County will not have spending authority for Fiscal Year 2025-26.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF
SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE
RECOMMENDED BUDGET OF THE COUNTY FOR
FISCAL YEAR 2025-2026**

WHEREAS, the County Budget Act (California Government Code Sections 29000 et seq.) requires the Napa County Board of Supervisors to adopt the 2025-2026 fiscal year budget no later than October 2, 2025, and thereafter the Napa County Auditor must file a copy of the adopted budget in the format prescribed by the California State Controller with the Clerk of the Napa County Board of Supervisors and the Controller no later than December 1, 2025; and

WHEREAS, on May 30, 2025 the County's recommended budget was posted on the County's website and publicly available; and

WHEREAS, on June 5, 2025, notice of a public hearing on the proposed budget was published in a newspaper of general circulation throughout Napa County containing the information required by Government Code sections 29080; and

WHEREAS, hearings have been held by the Board of Supervisors of Napa County at the time, place and manner described in the published notice, commencing on June 16, 2025, to consider and discuss the items of the recommended budget, there are no requests or applications on file with the Board of Supervisors for further hearings, the Board of Supervisors has declared the hearings concluded, and it is now the time to adopt the recommended budget for Napa County for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Napa County, State of California, as follows:

1. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. The recommended budget, after making any revisions of, deductions from, or increases or additions to, the recommended budget during the budget hearings, including any changes adopted by the Board during the budget hearings, is hereby adopted as the budget of Napa County for fiscal year 2025-2026, including the approved appropriations by general class, the capital assets, the position changes, the reserves by funds and purpose, and the schedules as revised by the exhibits attached hereto; and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budget as finally determined are hereby approved and incorporated by reference herein.
3. The total financing requirements, including increases and decreases to obligated fund balance as is set forth in Schedules 1 - 4 and Schedules 12 - 14, which are attached hereto and incorporated by this reference as though set forth herein in full, for fiscal year 2025-2026 are as follows:

Total County Governmental Funds (not including Non-operating Special Revenue Funds)	\$811,648,319
Non-operating Special Revenue Funds	\$137,408,569
Total County Internal Service Funds and Enterprise Funds	\$255,685,358

4. The fiscal year 2025-2026 estimated appropriations limit, calculated in conformity with California Government Code Sections 7900 et seq., is \$3,351,682,838 and the total annual appropriations subject to limitation are \$261,316,934. The actual appropriations limit and annual appropriations subject to limitation will be adopted by resolution on or before October 2, 2025, once all the financial information required to compute the appropriations limit and the total annual appropriations subject to limitation is available.

5. Pursuant to California Government Code section 29125, the Napa County Executive Officer is authorized to approve transfers and revisions of appropriations within a budget unit if the overall appropriations of the budget unit are not increased, as detailed in Napa County Policy for Budgetary Control, and that the following internal service charges shall be controlled by line item:

51405	Workers Compensation
51605	Other Post Employment Benefit Charges
52130	Information Technology Service (ITS) Charges
52131	ITS Communication Charges
52132	ITS Records Management Charges
52510	Maintenance – B&I, Public Works Charges
52700	Liability Insurance
52906	Fleet Charges
56200	Indirect Cost Allocation

6. Any capital asset(s) not authorized by the Board of Supervisors during the recommended budget hearing process will be presented by the County Executive Officer to the Board of Supervisors for approval.

7. Pursuant to California Government Code Section 29093, the Auditor shall ensure that a copy of the adopted budget for Napa County for fiscal year 2025-2026 shall be filed, in the format prescribed by the California State Controller, with the Clerk of the Board and the State Controller in the manner required by law not later than December 1, 2025.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Board of Supervisors of Napa County, State of California, at a regular meeting of the
Board held on the 24th day of June 2025 by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: <u>June 17, 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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NON-OPERATING SPECIAL REVENUE FUNDS

State Controller Schedules
County Budget Act
January 2010, Version 1

Governmental Funds Summary Fiscal Year 2025-2026

Schedule 2

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Special Revenue Funds Non - Operating							
2400 General Government							
24000 - Housing Rehabilitation Repayment	\$ 17,569	\$ -	\$ -	\$ 17,569	\$ -	\$ 17,569	\$ 17,569
24010 - 1% TOT-Housing	2,264,383	-	1,081,500	3,345,883	75,000	3,270,883	3,345,883
24020 - State/County Prop Tax Admin - AB818	27,932	-	800	28,732	10,000	18,732	28,732
24021 - County Assessor Grant Program	106,320	-	2,500	108,820	30,000	78,820	108,820
2420 Public Protection							
24200 - Asset Forfeitures - DA	100,551	-	17,000	117,551	15,000	102,551	117,551
24201 - Prop 64 Civil Penalties	746,103	-	268,000	1,014,103	400,000	614,103	1,014,103
24202 - Hazardous Waste Enforcement	229	-	-	229	200	29	229
24203 - Vehicle Registration Assessment	543,083	-	305,000	848,083	350,000	498,083	848,083
24210 - Consumer Fraud	67,752	-	11,500	79,252	25,000	54,252	79,252
24220 - Civil Equipment	298,240	-	21,573	319,813	274,818	44,995	319,813
24221 - Fingerprint ID	966,422	-	148,468	1,114,890	68,291	1,046,599	1,114,890
24223 - Asset Forfeitures - Sheriff	108,949	-	814	109,763	-	109,763	109,763
24224 - Debtor Assessment Fees	463,838	-	20,942	484,780	27,762	457,018	484,780
24226 - Muni Court Auto Warrant	213,221	-	3,498	216,719	20,000	196,719	216,719
24240 - Rabies Eradication and Control	12,945	-	222	13,167	2,000	11,167	13,167
24255 - Standards and Training-Corrections	13,198	-	124,930	138,128	124,630	13,498	138,128
24260 - Asset Forfeitures - Probation	10,590	-	650	11,240	6,800	4,440	11,240
24261 - Probation - Post Release Community Supervision	235	-	-	235	-	235	235
24266 - Community Corrections Performance Incentive	2,966	-	326,947	329,913	323,912	6,001	329,913
24268 - Juvenile Justice Realignment	1,282,250	-	781,959	2,064,209	1,069,951	994,258	2,064,209
24270 - Weights and Measures	171,774	-	20,000	191,774	102,900	88,874	191,774
24280 - Micrographics	549,760	-	42,000	591,760	129,700	462,060	591,760
24281 - Modernization	1,837,219	-	135,000	1,972,219	911,440	1,060,779	1,972,219
24282 - Vital and Health Statistics - Clerk	306,587	-	23,000	329,587	4,000	325,587	329,587
24283 - SS Truncation Fees	87,942	-	2,000	89,942	9,000	80,942	89,942
24284 - Electronic Document Recording	352,075	-	26,000	378,075	21,500	356,575	378,075
24290 - Seismic Education/Data Utilization	51,541	-	3,000	54,541	-	54,541	54,541
24291 - Telecommunications	128,101	-	2,500	130,601	-	130,601	130,601
24292 - Department of Public Health	215,500	-	-	215,500	50,000	165,500	215,500
24294 - CASp Certification & Training	52,122	-	7,000	59,122	-	59,122	59,122

State Controller Schedules
County Budget Act
January 2010, Version 1

Governmental Funds Summary (continued)
Fiscal Year 2025-2026

Schedule 2

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Special Revenue Funds Non - Operating							
2440 Public Ways & Facilities							
24400 - Mitigation - Airport Industrial Area	\$ (1,192,712)	\$ 1,139,712	\$ 103,000	\$ 50,000	\$ 50,000	\$ -	\$ 50,000
24401 - Mitigation - American Canyon Area	218	-	-	218	-	218	218
24410 - SB1	3,749,260	-	4,113,976	7,863,236	-	7,863,236	7,863,236
24450 - Measure T	14,021,456	-	9,798,500	23,819,956	-	23,819,956	23,819,956
2460 Health & Sanitation							
24600 - AIDS Education - HS11350	32,412	-	1,800	34,212	-	34,212	34,212
24601 - Local Public Health Bioterrorism	23,130	-	184,000	207,130	182,000	25,130	207,130
24602 - Emergency Medical Services	151,851	-	271,000	422,851	270,000	152,851	422,851
24603 - Vital and Health Statistics - Health	618	-	25,225	25,843	25,000	843	25,843
24605 - HRSA-Health Resources and Services	12,358	-	205,000	217,358	202,000	15,358	217,358
24606 - CDC - Public Health Emergency Response	1,156	-	50	1,206	-	1,206	1,206
24607 - Hospital Prep - H1N1	981	-	50	1,031	-	1,031	1,031
24608 - Tobacco Control Prop 99	9,235	-	151,000	160,235	153,000	7,235	160,235
24609 - Tobacco Control Prop 56	177	-	150,650	150,827	150,650	177	150,827
24610 - Child Restraint Surcharge	4,577	-	700	5,277	-	5,277	5,277
24611 - Opioid Remediation Settlement	2,116,408	-	478,000	2,594,408	600,000	1,994,408	2,594,408
24620 - Managed Care	1,805,522	-	57,000	1,862,522	-	1,862,522	1,862,522
24621 - MHSA Planning Expenses	19,343,823	-	12,730,000	32,073,823	16,338,206	15,735,617	32,073,823
24622 - CARE Court	164,990	-	8,000	172,990	150,000	22,990	172,990
24640 - Alcohol Abuse Education & Prevention	198,795	-	22,500	221,295	195,000	26,295	221,295
24641 - Drug Fees-HS11372.7	76,896	-	3,400	80,296	75,000	5,296	80,296
24644 - PC 1463.16 - Statham	192,734	-	23,000	215,734	150,000	65,734	215,734
24660 - PBES-Hazardous Waste Enforcement	520,985	-	15,000	535,985	15,000	520,985	535,985
24665 - Local Enforcement Agency	92,664	-	1,800	94,464	6,000	88,464	94,464
24700 - COVID-19 ARPA	50,000	-	-	50,000	-	50,000	50,000

NON-OPERATING SPECIAL REVENUE FUNDS

State Controller Schedules
County Budget Act
January 2010, Version 1

Governmental Funds Summary (continued) Fiscal Year 2025-2026

Schedule 2

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Special Revenue Funds Non - Operating							
2480 Public Assistance							
24800 - County Children Fund	\$ 22,746	\$ -	\$ 42,500	\$ 65,246	\$ 50,000	\$ 15,246	\$ 65,246
24801 - SB163 Wraparound	2,057,011	-	20,000	2,077,011	8,000	2,069,011	2,077,011
24805 - Indigent Burial	21,820	-	4,700	26,520	10,000	16,520	26,520
24810 - Clerk Domestic Violence	8,055	-	15,000	23,055	15,000	8,055	23,055
24811 - Family Support Subacct	1,921,385	-	1,320,000	3,241,385	1,500,000	1,741,385	3,241,385
24812 - Sales Tax Realign - CALWorks	375,856	-	1,489,571	1,865,427	1,400,000	465,427	1,865,427
24860 - Title IVE	47,724	-	284,500	332,224	280,000	52,224	332,224
2500 Realignment 2011							
25000 - CEO - Local Law Enforcement Services	4,522,536	-	2,666,240	7,188,776	2,993,202	4,195,574	7,188,776
25001 - CEO - Local Community Corrections	3,360,856	-	5,200,366	8,561,222	5,757,023	2,804,199	8,561,222
25010 - District Attorney	544,397	-	140,000	684,397	100,000	584,397	684,397
25020 - Public Defender	430,986	-	90,000	520,986	90,000	430,986	520,986
25031 - Trial Court Security	1,164	-	2,120,453	2,121,617	2,117,943	3,674	2,121,617
25040 - Youthful Offender Block Grant	3,071,977	-	1,314,035	4,386,012	1,016,807	3,369,205	4,386,012
25050 - Community Mental Health	73,536	-	5,957,128	6,030,664	5,957,128	73,536	6,030,664
25062 - Behavioral Health	503,218	-	5,887,929	6,391,147	6,387,929	3,218	6,391,147
25063 - Protective Services	-	-	8,655,783	8,655,783	8,655,783	-	8,655,783
Total Special Revenue Funds Non - Operating	\$ 69,340,198	\$ 1,139,712	\$ 66,928,659	\$ 137,408,569	\$ 58,952,575	\$ 78,455,994	\$ 137,408,569

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Governmental Funds
Fiscal Year 2025-2026

Schedule 3

Actual ☐

Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Special Revenue Funds Non - Operating					
2400 General Government					
24000 - Housing Rehabilitation Repayment	\$ 17,569	\$ -	\$ -	\$ -	\$ 17,569
24010 - 1% TOT-Housing	2,264,383	-	-	-	2,264,383
24020 - State/County Prop Tax Admin - AB818	27,932	-	-	-	27,932
24021 - County Assessor Grant Program	106,320	-	-	-	106,320
2420 Public Protection					
24200 - Asset Forfeitures - DA	100,551	-	-	-	100,551
24201 - Prop 64 Civil Penalties	746,103	-	-	-	746,103
24202 - Hazardous Waste Enforcement	229	-	-	-	229
24203 - Vehicle Registration Assessment	543,083	-	-	-	543,083
24210 - Consumer Fraud	67,752	-	-	-	67,752
24220 - Civil Equipment	298,240	-	-	-	298,240
24221 - Fingerprint ID	966,422	-	-	-	966,422
24223 - Asset Forfeitures - Sheriff	108,949	-	-	-	108,949
24224 - Debtor Assessment Fees	463,838	-	-	-	463,838
24226 - Muni Court Auto Warrant	213,221	-	-	-	213,221
24240 - Rabies Eradication and Control	12,945	-	-	-	12,945
24255 - Standards and Training-Corrections	13,198	-	-	-	13,198
24260 - Asset Forfeitures - Probation	10,590	-	-	-	10,590
24261 - Probation - Post Release Community Supervision	235	-	-	-	235
24266 - Community Corrections Performance Incentive	2,966	-	-	-	2,966
24268 - Juvenile Justice Realignment	1,282,250	-	-	-	1,282,250
24270 - Weights and Measures	171,774	-	-	-	171,774
24280 - Micrographics	549,760	-	-	-	549,760
24281 - Modernization	1,837,219	-	-	-	1,837,219
24282 - Vital and Health Statistics - Clerk	306,587	-	-	-	306,587
24283 - SS Truncation Fees	87,942	-	-	-	87,942
24284 - Electronic Document Recording	352,075	-	-	-	352,075
24290 - Seismic Education/Data Utilization	51,541	-	-	-	51,541
24291 - Telecommunications	128,101	-	-	-	128,101
24292 - Department of Public Health	215,500	-	-	-	215,500
24294 - CASp Certification & Training	52,122	-	-	-	52,122

NON-OPERATING SPECIAL REVENUE FUNDS

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Governmental Funds (continued) Fiscal Year 2025-2026

Schedule 3

Actual ☐

Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Special Revenue Funds Non - Operating					
2440 Public Ways & Facilities		-	-	-	
24400 - Mitigation - Airport Industrial Area	\$ (1,192,712)	\$ -	\$ -	\$ -	\$ (1,192,712)
24401 - Mitigation - American Canyon Area	218	-	-	-	218
24410 - SB1	3,749,260	-	-	-	3,749,260
24450 - Measure T	14,021,456	-	-	-	14,021,456
24460 - Measure A Unincorporated	381,274	-	381,274	-	-
2460 Health & Sanitation		-	-	-	
24600 - AIDS Education - HS11350	32,412	-	-	-	32,412
24601 - Local Public Health Bioterrorism	23,130	-	-	-	23,130
24602 - Emergency Medical Services	151,851	-	-	-	151,851
24603 - Vital and Health Statistics - Health	618	-	-	-	618
24605 - HRSA-Health Resources and Services	12,358	-	-	-	12,358
24606 - CDC - Public Health Emergency Response	1,156	-	-	-	1,156
24607 - Hospital Prep - H1N1	981	-	-	-	981
24608 - Tobacco Control Prop 99	9,235	-	-	-	9,235
24609 - Tobacco Control Prop 56	177	-	-	-	177
24610 - Child Restraint Surcharge	4,577	-	-	-	4,577
24611 - Opioid Remediation Settlement	2,116,408	-	-	-	2,116,408
24620 - Managed Care	1,805,522	-	-	-	1,805,522
24621 - MHSA Planning Expenses	19,343,823	-	-	-	19,343,823
24622 - CARE Court	164,990	-	-	-	164,990
24640 - Alcohol Abuse Education & Prevention	198,795	-	-	-	198,795
24641 - Drug Fees-HS11372.7	76,896	-	-	-	76,896
24644 - PC 1463.16 - Statham	192,734	-	-	-	192,734
24660 - PBES-Hazardous Waste Enforcement	520,985	-	-	-	520,985
24665 - Local Enforcement Agency	92,664	-	-	-	92,664
24700 - COVID-19 ARPA	50,000	-	-	-	50,000

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Governmental Funds (continued)
Fiscal Year 2025-2026

Schedule 3
Actual ☐
Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Special Revenue Funds Non - Operating					
2480 Public Assistance					
24800 - County Children Fund	\$ 22,746	\$ -	\$ -	\$ -	\$ 22,746
24801 - SB163 Wraparound	2,057,011	-	-	-	2,057,011
24805 - Indigent Burial	21,820	-	-	-	21,820
24810 - Clerk Domestic Violence	8,055	-	-	-	8,055
24811 - Family Support Subacct	1,921,385	-	-	-	1,921,385
24812 - Sales Tax Realign - CALWorks	375,856	-	-	-	375,856
24860 - Title IVE	47,724	-	-	-	47,724
2500 Realignment 2011					
25000 - CEO - Local Law Enforcement Services	4,522,536	-	-	-	4,522,536
25001 - CEO - Local Community Corrections	3,360,856	-	-	-	3,360,856
25010 - District Attorney	544,397	-	-	-	544,397
25020 - Public Defender	430,986	-	-	-	430,986
25031 - Trial Court Security	1,164	-	-	-	1,164
25040 - Youthful Offender Block Grant	3,071,977	-	-	-	3,071,977
25050 - Community Mental Health	73,536	-	-	-	73,536
25062 - Behavioral Health	503,218	-	-	-	503,218
Total Special Revenue Funds Non - Operating	\$ 69,721,472	\$ -	\$ 381,274	\$ -	\$ 69,340,198

NON-OPERATING SPECIAL REVENUE FUNDS

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Governmental Funds Fiscal Year 2025-2026

Schedule 4

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Special Revenue Funds Non - Operating						
2400 General Government						
24000 - Housing Rehabilitation Repayment	\$ -	\$ -	\$ -	17,569	\$ -	17,569
24010 - 1% TOT-Housing	-	-	-	3,270,883	-	3,270,883
24020 - State/County Prop Tax Admin - AB818	-	-	-	18,732	-	18,732
24021 - County Assessor Grant Program	-	-	-	78,820	-	78,820
2420 Public Protection						
24200 - Asset Forfeitures - DA	-	-	-	102,551	-	102,551
24201 - Prop 64 Civil Penalties	-	-	-	614,103	-	614,103
24202 - Hazardous Waste Enforcement	-	-	-	29	-	29
24203 - Vehicle Registration Assessment	-	-	-	498,083	-	498,083
24210 - Consumer Fraud	-	-	-	54,252	-	54,252
24220 - Civil Equipment	-	-	-	44,995	-	44,995
24221 - Fingerprint ID	-	-	-	1,046,599	-	1,046,599
24223 - Asset Forfeitures - Sheriff	-	-	-	109,763	-	109,763
24224 - Debtor Assessment Fees	-	-	-	457,018	-	457,018
24226 - Muni Court Auto Warrant	-	-	-	196,719	-	196,719
24240 - Rabies Eradication and Control	-	-	-	11,167	-	11,167
24255 - Standards and Training-Corrections	-	-	-	13,498	-	13,498
24260 - Asset Forfeitures - Probation	-	-	-	4,440	-	4,440
24261 - Probation - Post Release Community Supervision	-	-	-	235	-	235
24266 - Community Corrections Performance Incentive	-	-	-	6,001	-	6,001
24268 - Juvenile Justice Realignment	-	-	-	994,258	-	994,258
24270 - Weights and Measures	-	-	-	88,874	-	88,874
24280 - Micrographics	-	-	-	462,060	-	462,060
24281 - Modernization	-	-	-	1,060,779	-	1,060,779
24282 - Vital and Health Statistics - Clerk	-	-	-	325,587	-	325,587
24283 - SS Truncation Fees	-	-	-	80,942	-	80,942
24284 - Electronic Document Recording	-	-	-	356,575	-	356,575
24290 - Seismic Education/Data Utilization	-	-	-	54,541	-	54,541
24291 - Telecommunications	-	-	-	130,601	-	130,601
24292 - Department of Public Health	-	-	-	165,500	-	165,500
24294 - CASp Certification & Training	-	-	-	59,122	-	59,122

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Governmental Funds (continued)
Fiscal Year 2025-2026

Schedule 4

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Special Revenue Funds Non - Operating						
2440 Public Ways & Facilities						
24400 - Mitigation - Airport Industrial Area	\$ -	\$ 1,139,712	\$ -	\$ -	\$ -	\$ (1,139,712)
24401 - Mitigation - American Canyon Area	-	-	-	218	-	218
24410 - SB1	-	-	-	7,863,236	-	7,863,236
24450 - Measure T	-	-	-	23,819,956	-	23,819,956
24460 - Measure A Unincorporated Restricted	381,274	-	-	-	-	381,274
2460 Health & Sanitation						
24600 - AIDS Education - HS11350	-	-	-	34,212	-	34,212
24601 - Local Public Health Bioterrorism	-	-	-	25,130	-	25,130
24602 - Emergency Medical Services	-	-	-	152,851	-	152,851
24603 - Vital and Health Statistics - Health	-	-	-	843	-	843
24605 - HRSA-Health Resources and Services	-	-	-	15,358	-	15,358
24606 - CDC - Public Health Emergency Response	-	-	-	1,206	-	1,206
24607 - Hospital Prep - H1N1	-	-	-	1,031	-	1,031
24608 - Tobacco Control Prop 99	-	-	-	7,235	-	7,235
24609 - Tobacco Control Prop 56	-	-	-	177	-	177
24610 - Child Restraint Surcharge	-	-	-	5,277	-	5,277
24611 - Opioid Remediation Settlement	-	-	-	1,994,408	-	1,994,408
24620 - Managed Care	-	-	-	1,862,522	-	1,862,522
24621 - MHSA Planning Expenses	-	-	-	15,735,617	-	15,735,617
24622 - CARE Court	-	-	-	22,990	-	22,990
24640 - Alcohol Abuse Education & Prevention	-	-	-	26,295	-	26,295
24641 - Drug Fees-HS11372.7	-	-	-	5,296	-	5,296
24644 - PC 1463.16 - Statham	-	-	-	65,734	-	65,734
24660 - PBES-Hazardous Waste Enforcement	-	-	-	520,985	-	520,985
24665 - Local Enforcement Agency	-	-	-	88,464	-	88,464
24700 - COVID-19 ARPA	-	-	-	50,000	-	50,000

NON-OPERATING SPECIAL REVENUE FUNDS

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Governmental Funds (continued) Fiscal Year 2025-2026

Schedule 4

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Special Revenue Funds Non - Operating						
2480 Public Assistance						
24800 - County Children Fund	\$ -	\$ -	\$ -	\$ 15,246	-	\$ 15,246
24801 - SB163 Wraparound	-	-	-	2,069,011	-	2,069,011
24805 - Indigent Burial	-	-	-	16,520	-	16,520
24810 - Clerk Domestic Violence	-	-	-	8,055	-	8,055
24811 - Family Support Subacct	-	-	-	1,741,385	-	1,741,385
24812 - Sales Tax Realign - CALWorks	-	-	-	465,427	-	465,427
24860 - Title IVE	-	-	-	52,224	-	52,224
2500 Realignment 2011						
25000 - CEO - Local Law Enforcement Services	-	-	-	4,195,574	-	4,195,574
25001 - CEO - Local Community Corrections	-	-	-	2,804,199	-	2,804,199
25010 - District Attorney	-	-	-	584,397	-	584,397
25020 - Public Defender	-	-	-	430,986	-	430,986
25031 - Trial Court Security	-	-	-	3,674	-	3,674
25040 - Youthful Offender Block Grant	-	-	-	3,369,205	-	3,369,205
25050 - Community Mental Health	-	-	-	73,536	-	73,536
25062 - Behavioral Health	-	-	-	3,218	-	3,218
Total Special Revenue Funds Non - Operating	\$ 381,274	\$ 1,139,712	\$ -	\$ 78,455,994	\$ -	\$ 77,697,556

State Controller Schedules
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Proprietary Funds Summary Fiscal Year 2025-2026

Schedule 12

Fund Name	Total Financing Sources				Total Financing Uses		
	Fund Balance Available June 30, 2025	Decreases to Obligated Fund Balance	Additional Financing Sources	Total Financing Sources	Financing Uses	Increases to Obligated Fund Balance	Total Financing Uses
1	2	3	4	5	6	7	8
Internal Service Funds							
4100 - Fleet Management	\$ 7,913,507	\$ -	\$ 7,014,273	\$ 14,927,780	\$ 7,048,441	\$ 7,879,339	\$ 14,927,780
4200 - Information Technology Svcs	4,492,879	-	25,287,121	29,780,000	25,974,765	3,805,235	29,780,000
4300 - Property Management	2,425,040	-	14,551,557	16,976,597	14,587,543	2,389,054	16,976,597
4400 - Employee-Retiree Benefits	(793,269)	1,060,769	133,024,035	133,291,535	133,291,535	-	133,291,535
4500 - Liability Insurance	2,954,230	-	12,127,300	15,081,530	12,627,300	2,454,230	15,081,530
Total Internal Service Funds	\$ 16,992,387	\$ 1,060,769	\$ 192,004,286	\$ 210,057,442	\$ 193,529,584	\$ 16,527,858	\$ 210,057,442
Enterprise Funds							
5010 - Airport	\$ 5,251,212	\$ -	\$ 4,517,555	\$ 9,768,767	\$ 4,314,327	\$ 5,454,440	\$ 9,768,767
5020 - 5 th Street Parking Garage	433,860	-	726,646	1,160,506	1,068,673	91,833	1,160,506
5040 - Animal Shelter	1,179,254	-	2,885,677	4,064,931	3,005,111	1,059,820	4,064,931
5080 - Lake Berryessa Concessions	175,096	-	458,616	633,712	612,157	21,555	633,712
Total Enterprise Funds	\$ 7,039,422	\$ -	\$ 8,588,494	\$ 15,627,916	\$ 9,000,268	\$ 6,627,648	\$ 15,627,916
Total Proprietary Funds	\$ 24,031,809	\$ 1,060,769	\$ 200,592,780	\$ 225,685,358	\$ 202,529,852	\$ 23,155,506	\$ 225,685,358

State Controller Schedules
County Budget Act
January 2010, Version 1

Fund Balance - Proprietary Funds Fiscal Year 2025-2026

Schedule 13

Actual ☐

Estimated ☒

Fund Name	Total Fund Balance June 30, 2025	Less: Obligated Fund Balance			Fund Balance Available June 30, 2025
		Encumbrances	Nonspendable, Restricted and Committed	Assigned	
1	2	3	4	5	6
Internal Service Funds					
4100 - Fleet Management	\$ 17,428,333	\$ -	\$ 9,514,826	\$ -	\$ 7,913,507
4200 - Information Technology Services	8,214,484	-	2,721,605	1,000,000	4,492,879
4300 - Property Management	2,434,396	-	9,356	-	2,425,040
4400 - Employee/Retiree Benefits	12,288,239	-	13,081,508	-	(793,269)
4500 - Liability Insurance	6,860,631	-	3,906,401	-	2,954,230
Total Internal Service Funds	\$ 47,226,083	\$ -	\$ 29,233,696	\$ 1,000,000	\$ 16,992,387
Enterprise Funds					
5010 - Napa County Airport	\$ 29,770,784	\$ -	\$ 24,519,572	\$ -	\$ 5,251,212
5020 - Fifth Street Parking Garage	12,590,778	-	12,156,918	-	433,860
5040 - Napa County Animal Shelter	4,657,318	-	3,478,064	-	1,179,254
5080 - Lake Berryessa Concessions	254,585	-	79,489	-	175,096
Total Enterprise Funds	\$ 47,273,465	\$ -	\$ 40,234,043	\$ -	\$ 7,039,422
Total Proprietary Funds	\$ 94,499,548	\$ -	\$ 69,467,739	\$ 1,000,000	\$ 24,031,809

State Controller Schedules
County Budget Act
January 2010, Version 1

Obligated Fund Balances - Proprietary Funds Fiscal Year 2025-2026

Schedule 14

Fund Name	Obligated Fund Balance June 30, 2025	Decreases or Cancellations		Increases or New		Total Obligated Fund Balances for the Budget year
		Recommended	Adopted by the Board of Supervisors	Recommended	Adopted by the Board of Supervisors	
1	2	3	4	5	6	7
Internal Service Funds						
4100 Fleet Management						
Nonspendable investment in capital assets	\$ 9,514,826	\$ -	\$ -	\$ -	\$ -	\$ 9,514,826
Assigned for future program costs	-	-	-	7,879,339	-	7,879,339
4200 Information Technology Services						
Nonspendable investment in capital assets	2,721,605	-	-	-	-	2,721,605
Assigned for future projects	1,000,000	-	-	-	-	1,000,000
Assigned for future program costs	-	-	-	3,805,235	-	3,805,235
4300 Property Management						
Nonspendable investment in capital assets	9,356	-	-	2,389,054	-	2,398,410
4400 Employee/Retiree Benefits						
Reserved for future Workers' Comp claims	13,081,508	-	-	-	-	13,081,508
Assigned for future program costs	-	1,060,769	-	-	-	(1,060,769)
4500 Liability Insurance						
Reserved for future claims	3,906,401	-	-	2,454,230	-	6,360,631
Total Internal Service Funds	\$ 30,233,696	\$ 1,060,769	\$ -	\$ 16,527,858	\$ -	\$ 45,700,785
Enterprise Funds						
5010 Napa County Airport						
Nonspendable investment in capital assets	\$ 24,519,572	\$ -	\$ -	\$ 5,454,440	\$ -	\$ 29,974,012
Restricted to fuel facilities maintenance	-	-	-	-	-	-
5020 Fifth Street Parking Garage						
Investment in capital assets, net of debt	12,156,918	-	-	-	-	12,156,918
Assigned for future program costs	-	-	-	91,833	-	91,833
5040 Napa County Animal Shelter						
Investment in capital assets, net of debt	3,327,181	-	-	1,059,820	-	4,387,001
Restricted to Spay and Neuter program	150,883	-	-	-	-	150,883
5080 Lake Berryessa Concessions						
Investment in capital assets, net of debt	79,489	-	-	-	-	79,489
Assigned for future program costs	-	-	-	21,555	-	21,555
Total Enterprise Funds	\$ 40,234,043	\$ -	\$ -	\$ 6,627,648	\$ -	\$ 46,861,691
Total Proprietary Funds	\$ 70,467,739	\$ 1,060,769	\$ -	\$ 23,155,506	\$ -	\$ 92,562,476

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES, EFFECTIVE JUNE 24, 2025

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, section 2.100.270 of the Napa County Code provides that the “Table and Index” may be amended from time to time by resolution of the Board of Supervisors; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes, as set forth in Exhibit “A,” be implemented.

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes, as set forth in Exhibit “A,” effective June 24, 2025.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
 held on the 24th day of June 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 ANNE COTTRELL, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: May 30, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective June 21, 2025:

1. Amend the Table and Index of Classes, as follows:
 - a. Add:
 - i. Deputy Chief Building Official (CMGT 377)
\$67.05 - \$81.50 (approximate hourly rate)*
 - ii. Library Monitor (CPSE 140)
\$27.73 - \$33.72 (approximate hourly rate)*
 - b. Delete:
 - i. Field Inspection Supervisor (CPSS 225)
\$56.75 - \$67.98 (approximate hourly rate)*

*Rate includes 3.5% COLA effective June 21, 2025



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Board of Supervisors

Agenda Date: 6/24/2025

File ID #: 25-1193

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Conference with Legal Counsel - Existing Litigation

RECOMMENDATION

Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))

Name of Case: Minh Tran v. County of Napa, Napa Superior Court Case No. 23CV001593