Napa County

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

Agenda

Tuesday, November 18, 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.

https://www.napacounty.gov/

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

ON A MATTER ON THE AGENDA

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

ON A MATTER NOT ON THE AGENDA

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

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

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

https://www.napacounty.gov/1429/Meetings-Agendas-Calendars

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) **25-241**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

A. Presentation of a Proclamation recognizing November 2025 as "National Adoption Awareness Month" in Napa County. (No Fiscal Impact) **25-1838**

Attachments: Proclamation

5. CONSENT CALENDAR

Auditor-Controller

A. Accept and instruct the Clerk of the Board to file the Annual Report in accordance with SB 165 for Fiscal Year 2024-25 on financial activity of Community Facilities District 2012-1 Milliken-Sarco-Tulocay (MST). (No Fiscal Impact) **25-1816**

Attachments: Report

Clerk of the Board

B. Approval of minutes from the October 21, 2025 regular meeting and October 27, 2025 special meeting. (No Fiscal Impact) **25-100**

Attachments: October 21, 2025
October 27, 2025

C. Approve the 2026 Board of Supervisors meeting calendar. (No Fiscal Impact) **25-1837**

Attachments: 2026 Calendar

County Counsel

D. Approve and authorize Amendment No. 3 to Agreement No. 200114B with the law firm of Paris Kincaid & Wasiewski, LLP, exercising the biannual renewals provision through June 30, 2026. (Fiscal Impact: $60,000 Expense; General Fund; Budgeted; Discretionary)
[4/5 vote required] **25-1849**

Attachments: Agreement

County Executive Office

E. Approve and authorize Amendment No. 2 to Agreement 220095B with Visit Napa Valley to increase the cost $425,000 over three years through June 30, 2028 for administration of The Napa Valley Standard Food and Wine Festival; and approve a Budget Amendment to increase appropriations by $100,000. (Fiscal Impact: $425,000 Expense; Napa Valley Tourism Improvement District-Unincorporated Fund; Not Budgeted; Discretionary) **25-1715**
[4/5 vote required]

Attachments: Agreement

F. Accept the Williams Monitoring Report provided by the Napa County Superintendent of Schools. (No Fiscal Impact) **25-1760**

Attachments: Report

G. Adopt a Resolution terminating the state of local emergency due to the Pickett Fire that affected the area of unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin. (Fiscal Impact Unknown; Mandatory) **25-1827**

Attachments: Resolution

H. Approve and authorize allocation of Board of Supervisors' District 5 community grants funds to the American Canyon High School Theatre Arts program. (Fiscal Impact: $300 Expense; General Fund; Budgeted; Discretionary) **25-1853**

I. Approve and authorize allocation of Board of Supervisors' funds for non-profit support and community engagement events in Supervisorial Districts 1, 3, and 5 during the week of December 7, 2025. (Fiscal Impact: $3,000 Expense; Budgeted; General Fund; Discretionary) **25-1917**

County Fire Department

J. Approve and authorize Agreement No. 260193B with Peraton, Inc. to provide Computer Aided Dispatch services between the Napa County Fire/CAL FIRE LNU Peraton Altaris CAD and the City of Napa Central Square Hub CAD; approve purchase of capital assets; waive competitive bidding requirements and provide a sole source award due to technical compatibility requirements; and approve a Budget Amendment to increase Fire Operations appropriations by $217,000 for the first year of the Agreement. (Fiscal Impact: $285,000 Expense; Fire Fund; Not Budgeted; Discretionary) **25-1805**
[4/5 vote required]

Attachments: Agreement

K. Approve and authorize a Certificate of Acceptance for an Emergency Access Easement Deed with the Napa County Land Trust to allow for right of ingress and egress on Assessor's Parcel Nos. 025-030-018 and 025-030-019. (No Fiscal Impact; Discretionary) **25-1809**

Attachments: Certificate of Acceptance
Easement Deed
Reference Map

L. Approve and authorize Amendment No 1. to Agreement No. 240236B for the Site Use Agreements for the Dry-Creek Lokoya Volunteer Fire Department, a not-for-profit organization, for use of fire station facilities by the Napa County Fire Department. (No Fiscal Impact) **25-1813**

Attachments: Agreement

District Attorney

M. Approve out-of-state travel for Allison Haley, District Attorney, to Atlanta, Georgia from December 7 - 11, 2025 to attend Strategies for Instructional Excellence. (Fiscal Impact: $3,700 Expense; General Fund; Budgeted; Discretionary) **25-1630**

Health and Human Services Agency

N. Approve and authorize Revenue Agreement No. 260174B with the California Department of Public Health for Fiscal Year 2025-2026 for a maximum of $300,000 to fund the California Tobacco Prevention Program. (Fiscal Impact: $300,000 Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1740**

Attachments: Agreement

O. Terminate Agreement No. 190321B and approve and authorize Agreement No. 260173B with Community Resources for Children for Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $148,375 per fiscal year to administer the Emergency Child Care Bridge Program. (Fiscal Impact: $148,375 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1850**

Attachments: Agreement

P. Adopt a Resolution authorizing Director of Health and Human Services Agency to execute the formal application and program documents related to the Behavioral Health Continuum Infrastructure Program Round 2: Unmet Needs Program pursuant to the Behavioral Health Infrastructure Bond Act of 2024. (Fiscal Impact: $4,711,294 Revenue; Health and Human Services Agency Fund; Not Budgeted; Discretionary) **25-1865**

Attachments: Resolution

Housing & Community Services

Q. Adopt a Resolution reserving Two Million Dollars ($2,000,000) of Affordable Housing Funds to assist Community Real Estate Fund LLC with the development of 40 low-income affordable first-time home-ownership housing units; and approve a related Budget Amendment. (Fiscal Impact: $2,000,000 Expense; Affordable Housing Fund; Not Budgeted; Discretionary) **25-1886**
[4/5 vote required]

Attachments: Resolution Final

Human Resources – Division of CEO's Office

R. Adopt a Resolution to amend the Departmental Allocation List for the Auditor-Controller's Office, effective November 22, 2025. (Fiscal Impact: Minimal Expense; General Fund; Budgeted; Discretionary) **25-1812**

Attachments: Resolution

Information Technology Services – Division of CEO's Office

S. Approve and authorize Agreement No. 260200B with AMS.NET for the purchase of 75 CUBE licenses with a 58-month term and an annual cost of $1,791. (Fiscal Impact: $1,791 Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-1745**

Attachments: Agreement

T. Declare certain items of personal property as surplus and no longer required for public use; and approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms. (No Fiscal Impact) **25-1768**

Attachments: ITS Donation List

Library

U. Approve and authorize Agreement No. 260226B and establish a new Division within the Napa County Library Fund to administer the Napa County Law Library; approve the transfer of the balance of funds currently in the Agency Fund to the Library Fund; and approve a Budget Amendment to increase appropriations for the new Division for Fiscal Year 2025-26. (Fiscal Impact: $150,000 Expense; Library Fund; Not Budgeted; Discretionary) **24-1456**
[4/5 vote required]

Attachments: Agreement

V. Accept a donation in the amount of $60,000 from the Friends of the Napa Library and sign a letter of appreciation. (Fiscal Impact: $60,000 Revenue; Napa County Library Fund; Budgeted; Discretionary) **25-1791**

Attachments: Letter of Appreciation

W. Adopt a Resolution amending Section 29, Part I of the Napa County Policy Manual with revisions to Napa County Library's Library Use Policy, Community Meeting Room Policy, include AB-1825 California Freedom to Read Act as required by State Law, and updates for consistency and non-substantive changes. (No Fiscal Impact) **25-1819**

Attachments: Resolution
Policy - Clean
Policy - Redline

X. Authorize closure of the American Canyon Library location for the duration of the American Canyon Library Remodel project anticipated for December 1, 2025 through January 4, 2026. (No Fiscal Impact) **25-1907**

Napa County Groundwater Sustainability Agency

Y. Adopt a Resolution to amend the Napa County Groundwater Sustainability Agency's Conflict of Interest Code. (No Fiscal Impact.) **25-1342**

Attachments: Resolution - Clean
Resolution - Redlined

Napa County Housing Authority

Z. Acceptance of donation report for quarter ending September 30, 2025. (Fiscal Impact: $2,712 Revenue; Housing Authority Fund; Budgeted; Discretionary) **25-1802**

Attachments: Report

Planning, Building and Environmental Services (PBES)

AA. Introduction and intent to adopt the 2025 California Building Standards Code as approved by the California Building Standards Commission, including the amendment of various chapters of Title 15 of the Napa County Code; and notice of a public hearing to be held on December 9, 2025, to consider the adoption of the 2025 Building Standards Code. (No Fiscal Impact) **25-1893**

Attachments: Ordinance
Ordinance - Redlined

AB. Approve and authorize Amendment No. 2 to Agreement No. 190093B with LAK Associates LLC to extend the term of the agreement to June 30, 2026 to provide professional planning services for processing Use Permit project applications; and approve a Budget Amendment. (Fiscal Impact: $25,000 Revenue and Expense; General Fund; Not Budgeted; Discretionary) **25-1910**
[4/5 vote required]

Attachments: Agreement

Probation

AC. Approve and authorize Agreement No. 260160B with Daniel B. Peters, Ph.D, a Psychological Corporation doing business as "Summit Center" to conduct targeted diagnostic evaluations for youth. (Fiscal Impact: $87,000 Expense, General Fund, Budgeted, Discretionary) **25-1810**

Attachments: Agreement

Public Works

AD. Reject the low bid from Creation Networks, Inc as non-responsive; award a construction contract to the EIDIM Group, Inc. dba EIDIM AV Technology of Fullerton, California in the amount of $154,290 for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38; and approve a Budget Amendment. (Fiscal Impact: $70,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) **25-1577**
[4/5 vote required]

Attachments: Bid Results
Budget Summary

AE. Approve and authorize Amendment No. 6 to Agreement No. 240200B with Kimley-Horn, with no change to maximum compensation or term, to provide consultant services to revise the plans and environmental studies for the Bale Slough crossing for the Napa Valley Vine Trail segment from Yountville through St. Helena. (No Fiscal Impact) **25-1761**

Attachments: Agreement
Budget Summary

AF. Approve and authorize Agreement No. 260201B for a contract maximum of $49,584 with ADKO Engineering Inc. for the 2026 Annual Guardrail Repair Project, RDS 26-12. (Fiscal Impact: $49,584 Expense; SB1 Fund; Budgeted; Discretionary) **25-1823**

Attachments: Agreement
Budget Summary

AG. Approve and authorize an Easement Deed in favor of Pacific Gas and Electric Company for the installation and maintenance of new underground electrical line leading to and into Atlantic Aviation, LLC's leased premises on airport property and find, pursuant to Government Code Section 25526.6, that the easement is in the public interest and will not substantially conflict or interfere with the County's use of the property. (No Fiscal Impact) **25-1825**

Attachments: Easement Deed

AH. Approve and authorize Agreement No. 8703 with Napa Valley Land Company, LLC, to conduct environmental studies, site investigation and due diligence, prepare environmental documents, and enter into negotiations for a long-term agreement for development and operation of resort concessions at the Monticello Shores resort area; and approve and authorize Agreement No. 260224B with Spanish Flat Campground Inc. for the continued operation of the Spanish Flat resort area. (Fiscal Impact: $20,000 Revenue; Lake Berryessa Concessions Fund; Budgeted; Discretionary) **25-1844**

Attachments: Monticello Shores Agreement
Monticello Shores Project Vision
Spanish Flat Agreement

AI. Approve the Plans and Specifications for the "Behavioral Health Treatment Center and 555 Gateway Drive Improvements Project" PW 26-100; and authorization to advertise for sealed bids and opening of the bids at a time, date, and locations to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1845**

AJ. Approve and authorize the creation of Capital Improvement Project 26016, "Runway 24 End Lighting Replacement Project" PW 26-14 and an associated Budget Amendment for the emergency replacement of Runway 24 end threshold lighting. (Fiscal Impact $150,100 Expense; Airport Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1863**

Attachments: Exhibit - Project Agreement
Budget Summary

AK. Adopt a Resolution to amend the Airport Advisory Commission Bylaws, effective immediately. (No Fiscal Impact) **25-1867**

Attachments: Resolution
Exhibit A - Redlined
Exhibit B - Clean

AL. Authorize the Auditor-Controller to pay the final invoice from the California Department of Transportation for staff time spent on the Napa Valley Vine Trail - Yountville through St. Helena Project in the amount of $148,713.94 from FY 2024 and FY 2025. (Fiscal Impact: $148,713.94; Capital Improvement Fund; Budgeted; Mandatory) **25-1883**

Attachments: Budget Summary
Invoice

AM. Approve and authorize creation of Capital Improvement Project 26017, "Airport Terminal Redevelopment Phase 2 Project," PW26-10; and approve a Budget Amendment. (Fiscal impact: $277,300 Expense; Airport CIP Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1884**

Attachments: Budget Summary

AN. Approve a report of emergency Public Works actions on projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [4/5 vote required] **25-1887**

AO. Approve and authorize the Director of Public Works to execute Contract Change Order No. 4, Part 4B to Agreement No. 250437B with Valentine Corporation to resurface the intersection of Chiles Pope Valley Road and Lower Chiles Valley Road, to increase the maximum compensation from $832,260 to $920,212 for the Chiles Pope Valley Road MPM 3.63 Project 23006. (Fiscal Impact: $87,952 Expense; SB-1 Fund; Budgeted; Discretionary) **25-1902**

Attachments: Budget Summary

Sheriff

AP. Adopt a Resolution terminating the proclamation of a state of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Mandatory) **25-1828**

Attachments: Resolution

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. ADMINISTRATIVE ITEMS

Planning, Building and Environmental Services (PBES)

A. Receive presentation and provide direction regarding the County's implementation of Assembly Bill 720 (Rogers). (No Fiscal Impact.) **25-1721**

Public Works

B. Receive an update on community aircraft noise concerns; approve and authorize Amendment No. 1 to Agreement No. 220216B with Coffman Associates, Inc., to extend the term to June 30, 2027 and increase the maximum compensation from $80,000 to $300,000 for additional environmental and planning services in part to address aircraft noise concerns; and approve an associated Budget Amendment. (Fiscal Impact $220,000 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1836**
[4/5 vote required]

Attachments: Agreement

10. PUBLIC HEARINGS

County Counsel

A. Introduction and intent to adopt an Ordinance of the Napa County Board of Supervisors, State of California, adding Sections 2.10.050, 2.12.030, and 2.48.070 to the Napa County Code relating to the timing of elections for the offices of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector. (No Fiscal Impact) **25-1855**

Attachments: Ordinance

11. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Title: Chief Executive Officer **25-1822**

12. ADMINISTRATIVE ITEMS - 2:00 PM

County Executive Office

A. Present the 2025 Napa County Employee Recognition Awards. (No Fiscal Impact, Discretionary) **25-1048**

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, DECEMBER 9, 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, NOVEMBER 14, 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

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-241

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:** 11/18/2025 | **File ID #:** 25-1838

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for National Adoption Awareness Month - November 2025

RECOMMENDATION

Presentation of a Proclamation recognizing November 2025 as “National Adoption Awareness Month” in Napa County. (No Fiscal Impact)

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

National Adoption Awareness Month – November 2025

WHEREAS, every child deserves to thrive in a "forever home" that is nurturing, loving and safe; and

WHEREAS, November is recognized nationally as **Adoption Awareness Month**, a time dedicated to raising awareness about the urgent need for adoptive families for children and youth in foster care, including older youth, children with special needs, and siblings who deserve to grow up together; and

WHEREAS, in Napa County, there are 51 children currently in foster care waiting for a safe, nurturing forever home environment, and the process of adoption often provides the opportunity for these children to be embraced in a supportive, lasting family; and

WHEREAS, we support and respect each child and family's individual journey toward stability and permanency; all children are adoptable; and

WHEREAS, we recognize and extend our gratitude to the social workers, advocates, judges, foster and adoptive families, and community organizations who work tirelessly to support children in need of permanent families and help make successful adoptions possible; and

WHEREAS, Napa County is committed to ensuring that all children find forever families, and understands the importance of adoption as a means of creating stable homes and bright futures for vulnerable youth in our community; and as evidence of this firm commitment, Napa County Health and Human Services Agency has finalized 232 adoptions since July 2012.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 18th day of November 2025 does hereby recognize the month of **November as National Adoption Awareness Month**. We call upon all members of the community, businesses, and organizations to recognize this month by supporting, advocating for, and increasing awareness around the critical need for adoptive families, and we encourage those who are able, to consider opening their hearts and homes to children in need.

Anne Cottrell, Chair

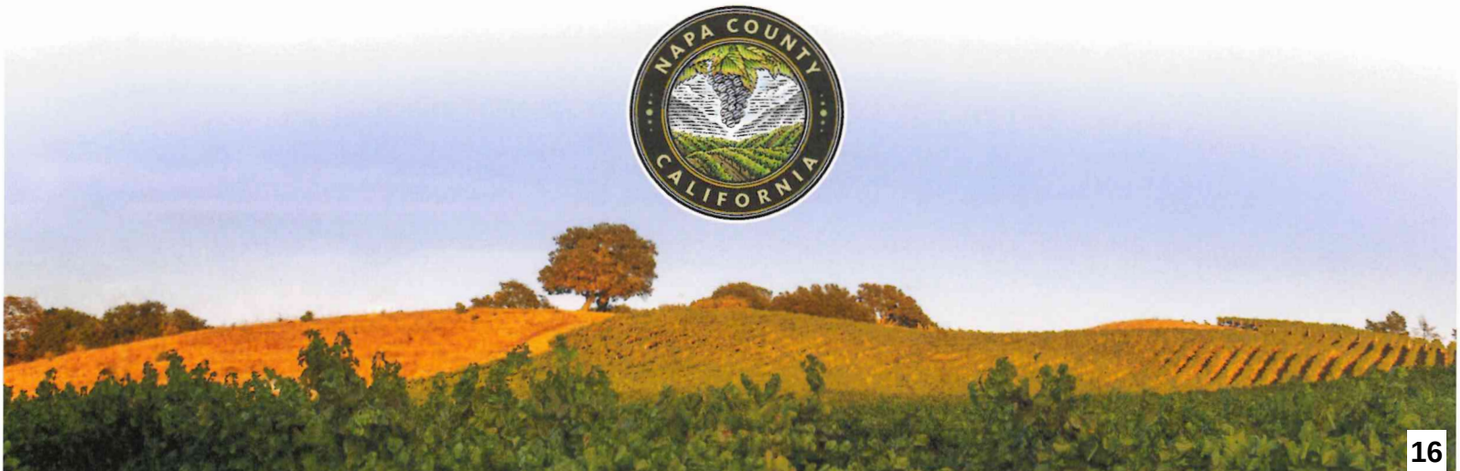
Amber Manfree, Vice Chair

Joelle Gallagher, District 1

Liz Alessio, District 2

Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1816

TO: Board of Supervisors

FROM: Tracy A. Schulze, Auditor-Controller

REPORT BY: Tracy A. Schulze, Auditor-Controller

SUBJECT: Senate Bill 165 Annual Report - Community Facilities District 2012-1, Milliken -Sarco-Tulocay (MST)

RECOMMENDATION

Accept and instruct the Clerk of the Board to file the Annual Report in accordance with SB 165 for Fiscal Year 2024-25 on financial activity of Community Facilities District 2012-1 Milliken-Sarco-Tulocay (MST). (No Fiscal Impact)

BACKGROUND

On September 19,2000, Senate Bill 165 enacted the Local Agency Special Tax and Bond Accountability Act ("Act") requiring annual reporting for local special tax measures or bond measures adopted after January 1, 2001, in accordance with California Government Code sections 50075.1 and 50075.3, To comply with this Act, the Auditor-Controller is required to file an annual report with the Board of Supervisors containing 1) the amount of funds collected and expended during the previous fiscal year, and 2) the status of any project required or authorized to be funded as identified in subdivision (a) of Government Code Sections 50075.1 and 53410. Please see the attached report for details in the amounts collected for Fiscal Year 2024-25 and the status of projects.

Requested action: Accept and file the SB 165 annual report for Fiscal Year 2024-25.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	None

Consequences if not approved:	The County would not be in compliance with SB 165, as it pertains to Government Code Sections 50075.1 and 50075.3

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.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1."

The requirements of the Act apply to the Funds for the following:

County of Napa

Milliken-Sarco-Tulocay (MST) Recycled Water Line Project Community Facilities District No. 2012-1

Purpose of Special Tax

Community Facilities District No. 2012-1 was formed to finance the costs and expenses of providing an approximately 4.5-mile recycled water pipeline and appurtenances, as well as a recycled water pumping station and appurtenances. The District may also finance or fund the purchase, construction, expansion, improvement, or rehabilitation of any of the aforementioned facilities, the principal of, and interest on, any issued bonds or indebtedness with respect to the District, and all expenses related to the issuance of bonds or other indebtedness by the County with respect to the District.

The special tax is authorized to be levied through Fiscal Year 2032/33.

Collections and Expenditures

Fund Name	Total Amount Collected (1)	Amount Expended	Project Status
Special Tax Fund	$469,430.66	$652,274.43	Ongoing

(1) Amount collected during Fiscal Year 2024/25, including interest earnings and transfers between funds.

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Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-100

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the October 21, 2025 regular meeting and October 27, 2025 special meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Tuesday, October 21, 2025 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Napa County resident Donna Walker led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 25-239

   None

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

   None

5. CONSENT CALENDAR

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

Agricultural Commissioner

A. Approve and authorize Agreement No. 170213B with the California Department of Food & Agriculture for a maximum of $210,615 for the reimbursement of expenditures related to detection and exclusion of the Glassy-winged Sharpshooter. (Fiscal Impact: $210,615 Revenue; General Fund; Budgeted; Mandatory) **25-1741**

Enactment No: **A-170213B**

Auditor-Controller

B. Accept and file the quarterly report of cash and non-cash donations received for the quarter ended September 30, 2025 (Fiscal Impact: Increased Revenues, Discretionary). **25-1803**

Clerk of the Board

C. Approval of minutes from the October 7, 2025 & October 14, 2025 regular and special meetings. (No Fiscal Impact) **25-705**

D. Reappoint Elaine Paoli, for a fourth term, representing Current or Past User of IHSS category to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2027. (No Fiscal Impact) **25-1737**

Corrections

E. File the letter of expenditures of the Inmate Welfare Fund for Fiscal Year 2024-25, in compliance with Penal Code 4025. (No Fiscal Impact) **25-1735**

County Counsel

F. Adopt a Resolution continuing the proclamation of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Discretionary) **25-1720**

Enactment No: **R-2025-109**

G. Adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending various sections of Chapter 5.70 (Single-Use Plastic Bag Reduction) and Chapter 5.80 (Reusable Foodware and Waste reduction) of the Napa County Code. (No Fiscal Impact) **25-1792**

Enactment No: **O-1513**

H. Adopt an Ordinance amending Chapter 5.40 (Peddling and Soliciting) of the Napa County Code to conform to California Health and Safety Code requirements and to clarify the requirements. (No Fiscal Impact) **25-1793**

Enactment No: **O-1514**

County Executive Office

I. Accept and file the Annual Report of fees waived by various County departments during fiscal year 2024-25. (Fiscal Impact: $151,396 Reduced Revenues; Various Funds; Budgeted; Discretionary) **25-1647**

J. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **25-1750**

Enactment No: **R-2025-110**

K. Approve and authorize Agreement No. 260203B with Paragon Government Relations to provide federal legislative and regulatory advocacy services to the County. (Fiscal Impact: $120,000 Expense; General Fund; Budgeted; Discretionary) **25-1764**

Enactment No: **A-260203B**

Health and Human Services Agency

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

Enactment No: **A-260078B**

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

Enactment No: **R-2025-111**

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

Enactment No: **A-260123B**

Human Resources – Division of CEO's Office

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

Enactment No: **R-2025-112**

Information Technology Services – Division of CEO's Office

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

Enactment No: **A-260155B**

Library

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

Napa Berryessa Resort Improvement District

R. Adopt a Resolution calling a Special Election on January 20, 2026 enabling voters to approve or reject Napa Berryessa Resort Improvement District Measure "A" establishing an annual Special Tax of $1,560 on all parcels in the District with existing infrastructure available to connect to the water and sewer systems, and approving and submitting an argument in in favor of Measure "A". (Fiscal Impact up to $15,000, NBRID Fund; Budgeted; Discretionary) **25-1708**

Correction memorandum provided.

Enactment No: **R-2025-06 (NBRID)**

S. Approve a Budget Amendment to increase appropriations in the Napa Berryessa Resort Improvement District's "USDA Res WTP," Project 21072 budget by $40,000; offset by a reduction in the "USDA Bond-Water Depr Res," Project 16023 budget for the replacement of an eligible short-lived asset at the water treatment plant. (Fiscal Impact: $40,000 Revenue and Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) **25-1730**
[4/5 vote required]

Napa County Housing Authority

T. Adopt a Resolution consolidating the Napa County Housing Authority's donation policy with the Auditor-Controller's procedure for the acceptance and disbursement of donations. (No Fiscal Impact) **25-1815**

Enactment No: **R-2025-04 (NCHA)**

Public Works

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

Enactment No: A-260188B

V. Approve and authorize Amendment No. 2 to Agreement No. 240426B with GHD Inc. to increase the contract maximum amount from $324,170 to $494,910 to provide additional design and support services for the Deer Park Region Paving Project, RDS 25-02; and approve a Budget Amendment. (Fiscal Impact: $200,000 Expense; Local Transportation Tax (T/U) Fund; Not Budgeted; Discretionary) **25-1246**
[4/5 vote required]

Enactment No: A-240426B Amend. 2

W. Approve and authorize the creation of Project 26015 for the "2026 Annual Guardrail Repair, RDS 26-12"; and approve a Budget Amendment. (Fiscal impact: $110,000, SB-1 Fund; Not Budgeted; Discretionary) **25-1700**
[4/5 vote required]

X. Approve the Plans and Specifications for the "Napa Library Furniture Project," PW 25-21, and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1724**

Y. Approve the Plans and Specifications for the "Mt. St. Helena Tower Replacement Project," PW 25-10, and authorization to advertise for sealed bids and opening of the bids at a time, date, and locations to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1746**

Z. Approve and authorize Amendment No. 1 to Agreement No. 250353B with ADKO Engineering Inc, to increase the maximum compensation from $348,447 to $555,378 for the Rossi Bridge Project, RDS 25-25. (Fiscal Impact: $206,931 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) **25-1747**

Enactment No: A-250353B Amend. 1

AA. Approve and authorize Amendment No. 3 to Lease Agreement No. 230234B with SkyserviceUS California LLC. (Skyservice); Amended and Restated Guaranty Agreement No. 230235B with ALIS 1A, LLC; and the Consent to the Deed of Trust between SkyserviceUS California, LLC and Royal Bank of Canada thereby allowing the Fixed Base Operator to financially encumber the leasehold estate at the Napa County Airport. (No Fiscal Impact) **25-1748**

Enactment No: **A-230234B Amend. 3; A-230235B Amend 1**

AB. Adopt a Resolution granting the Director of Public Works authority to execute program supplement agreements, utility agreements, and right of way certifications with the California Department of Transportation. (No Fiscal Impact) **25-1752**

Enactment No: **R-2025-113**

AC. Approve and authorize Amendment 2 to Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to increase the maximum compensation from $106,866 to $108,161 to update the scope of work to add fire sprinkler systems services at 1950 Airport Road. (Fiscal Impact: $1,295 Expense; Airport Fund; Budgeted; Discretionary) **25-1757**

Enactment No: **A-250008B Amend. 2**

AD. Approve and authorize Amendment No. 5 to Agreement No. 230037B with HCI Services, Inc. to increase the maximum compensation from $74,220 to $86,202 to update the scope of work to add fire alarm services for the Replacement Jail and 1950 Airport Road and to reflect other changes in service needs at various County locations. (Fiscal Impact: $11,982 Net Expense; Various Funds; Budgeted; Discretionary) **25-1758**

Enactment No: **A-230037B Amend. 5**

AE. Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [4/5 vote required] **25-1763**

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

Enactment No: **A-240192B Amend. 1**

Sheriff

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

Enactment No: A-260183B

6. PUBLIC COMMENT

Fifteen (15) people spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Liz Alessio reported on attending the State of the Bay event in Suisun, Ca. This event was centered around providing access to childcare.

Supervisor Belia Ramos thanked her colleagues for attending the in-memory Ceremony at "The Wall that Heals" in American Canyon where she presented a proclamation. She also reported on her meeting with California State Association of Counties (CSAC) leadership and looks forward to the upcoming annual meeting. Supervisor Ramos, on behalf of Association of Bay Area Governments (ABAG), will be attending a housing exchange trip in Southern California. Lastly, Supervisor Ramos reported on her issues with ground squirrels who are damaging Old American Canyon Road in which the Napa County Public Works department is actively looking into.

Chair Anne Cottrell requested a presentation on AB720 that will come back to the Board on November 18, 2025. There was a South Australian Delegation in Napa that focused on commonalities such as wildfire resilience, need for water conservation, and how to keep wineries resilient in the face of climate change.

Vice-Chair Amber Manfree reported on the Circle Oaks community meeting to discuss the wildfire planning process. Vice-Chair Manfree also discussed her attendance at the Gordon Valley Quarterly Potluck and the ribbon cutting for the Napa County Community Outreach Research Mobile Vehicle. Lastly, Vice-Chair Manfree informed the public on Metropolitan Transportation Commission (MTC) Commissioner and Author Eddie Ahn coming to Napa to host a graphic novel presentation.

Supervisor Joelle Gallagher thanked her colleagues for attending the proclamation reading at the Day Against Hate event. She also thanked those who were able to attend the Climate Session Workshop with Dr. Drew Isaacs. Lastly, she attended the GEO Reentry Services event.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

9. PUBLIC HEARINGS

Housing & Community Services

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

Chair Anne Cottrell opened the public hearing.

Director of Housing and Community Services Jennifer Palmer made presentation.

Thirty-four (34) people spoke during public comment.

Discussion held.

Motion Text: **Approve the requested actions as amended.**
Voting Yes: **Ramos, Manfree, and Gallagher**
Voting No: **Alessio and Cottrell**
Recusals: **None**
Result: **Passed**
Enactment No: R-2025-114

10. ADMINISTRATIVE ITEMS

Human Resources – Division of CEO's Office

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

Chief Human Resources Officer Christine Briceño made presentation.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Ramos, Alessio, Gallagher, Manfree, and Cottrell**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: R-2025-115

Health and Human Services Agency

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

Behavioral Health Board Chair Kristine Haataja made a presentation.

Deputy Director of the Health and Human Services Agency Cassandra Eslami made a presentation.

Discussion held.

County Executive Office

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

County Executive Office Legislative & Policy Analyst Andrew Mize made presentation.

County Registrar of Voters John Tuteur made presentation.

Two (2) people spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text:	**Direct staff to return with an Ordinance to amend the Election Code.**
Voting Yes:	**Ramos, Gallagher, Alessio, Manfree, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Excused:	**None**

11. PUBLIC HEARINGS (continued)

County Fire Department

A. Adopt a Resolution to adjust the Fire Capital Facilities Fee to align with the Consumer Price Index for properties located within the unincorporated area of the County that are also within the American Canyon Fire Protection District. (No Fiscal Impact) **25-1618**

Chair Anne Cottrell opened the public hearing.

Fire Administrator J.R. Rogers made presentation.

Chair Anne Cottrell closed the public hearing.

Discussion held.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Alessio, Manfree, Gallagher, Ramos, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Excused:	**None**
Result:	**Passed**
Enactment No:	**R-2025-116**

12. ADMINISTRATIVE ITEMS (continued)

Planning, Building and Environmental Services (PBES)

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

Item removed from the agenda.

County Executive Office

B. Adopt the County's proposed Five-Year Strategic Initiatives (2025-2030). (No Fiscal Impact) **25-1401**

Chief Executive Officer Ryan J. Alsop made presentation.

Deputy Chief Executive Officer of Communications Holly Dawson made presentation.

Discussion held.

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

13. CLOSED SESSION

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

Closed Session held. No reportable action.

14. ADJOURNMENT

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

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Monday, October 27, 2025 **1:00 PM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

SPECIAL MEETING

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   County Executive Office Legislative & Policy Analyst Andrew Mize led the assembly in the Pledge of Allegiance.

3. PUBLIC COMMENT

   None

4. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

   None

5. CONSENT CALENDAR

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

Public Works

A. Approve a report of emergency Public Works actions on a project to repair airport runway lighting as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact)
[4/5 vote required] **25-1862**

6. ADMINISTRATIVE ITEMS

Health and Human Services Agency

A. Adopt a Resolution to temporarily suspend the County's approved Budget Policy Guidelines and allow for a partial backfill of a food assistance program for qualified CalFresh recipients; authorize Director of Health and Human Services Agency to sign an agreement with Napa Valley Community Foundation to provide emergency food assistance for up to $500,000 per month for two months through December 31, 2025 unless State or Federal funding is restored; and approve a related Budget Amendment. (Fiscal Impact: $1,000,000 Expense; General Fund-Tobacco Settlement; Not Budgeted; Discretionary) [4/5 vote required] **25-1852**

Director of Health and Human Services Jennifer Yasumoto made presentation.

Five (5) people spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text:	**Approve the requested actions as amended.**
Voting Yes:	**Ramos, Alessio, Gallagher, Manfree, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2025-117**

7. ADJOURNMENT

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

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1837

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: 2026 Board of Supervisors Meeting Calendar

RECOMMENDATION

Approve the 2026 Board of Supervisors meeting calendar. (No Fiscal Impact)

BACKGROUND

The Napa County Board of Supervisors Rules of Conduct (Bylaws) state, "Regular meetings of the Board of Supervisors shall begin at the time, date, and place specified on the calendar adopted at or before the last meeting in December."

Items to consider when reviewing the calendar include the following:

Budget hearings are held in June and involve a regular Board meeting day and the immediately preceding Monday. For 2026, June 15 and 16, are proposed, with final budget adoption scheduled for June 30.

Schedule should consider tentative dates for the National Association of Counties, California State Association of Counties, and Great Wine Capitals conferences.

Unless constrained by the above considerations, Board meetings are usually not held immediately following an official County holiday on Monday.

Requested Action:

Approve the Board of Supervisors meeting calendar for 2026.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

2026 Board of Supervisors Calendar

Regular Meetings | **Board Conference Dates** | **Holiday/County Closed**

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

NACo Legislative Conference

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

CSAC Legislative Conference

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	**16**	17	18	19	20
21	22	23	24	25	26	27
28	29	**30**				

Budget Hearings (bold)

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NACo Annual Conference

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

RCRC Annual Conference

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Great Wine Capitals Annual Conference

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

CSAC Annual Conference

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

CSAC Annual Conference

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1849

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Brandon Aguilera, Paralegal

SUBJECT: Amendment No. 3 to Agreement 200114B with Paris Kincaid & Wasiewski LLP

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 200114B with the law firm of Paris Kincaid & Wasiewski, LLP, exercising the biannual renewals provision through June 30, 2026. (Fiscal Impact: $60,000 Expense; General Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The County entered into Agreement No. 20114B, effective as of July 29, 2019, with Paris Kincaid & Wasiewski LLP ("Paris Kincaid"), formerly O'Laughlin & Paris LLP, for the provision of specialized legal services pertaining to groundwater law and compliance with the Sustainable Groundwater Management Act. The Agreement was first amended on February 23, 2022, to increase the maximum compensation to $150,000 per fiscal year and extend the term to June 30, 2023, with two one-year extensions at the end of each fiscal year. The Agreement was amended a second time on September 26, 2023, to adjust hourly rates which had not been adjusted since 2019. Paris Kincaid is representing the County in the lawsuit Double Vee Properties, et al. v. County of Napa and the term of the agreement needs to be extended to allow this continued representation. County Counsel now requests approval and authorization for the Chair to sign a third amendment which will extend the term to June 30, 2026, with the possibility of two one-year extensions at the end of each fiscal year.

Requested Action: Approve and authorize Amendment No. 3 to Agreement No. 200114B with the law firm of Paris Kincaid & Wesiewski, LLP.

FISCAL IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? Yes
Where is it budgeted? County Counsel
Is it Mandatory or Discretionary? Discretionary
Discretionary Justification: The County is involved in the lawsuit Water Audit California v. Napa County. Paris Kincaid represents the County in this matter.
Is the general fund affected? Yes
Future fiscal impact: Funds will be appropriated in future years, if necessary.
Consequences if not approved: If the proposed amendment is not approved, litigation would have to be handled in-house. This would reduce the ability of County Counsel staff to tend to the needs of other clients.

ENVIRONMENTAL IMPACT

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

THIRD AMENDMENT
NAPA COUNTY AGREEMENT NO. 200114B
PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 200114B is entered effective as of July 1, 2025, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and PARIS KINCAID WASIEWSKI, LLP, a limited liability partnership, whose business address is 1800 J Street, Sacramento, CA 95811, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR under Agreement No. 200114B (the "Agreement"), effective July 29, 2019, for the provision of specialized legal services pertaining to groundwater law and compliance with the Sustainable Groundwater Management Act; and

WHEREAS, the Agreement was first amended, effective March 8, 2022, to extend the term and increase the maximum compensation; and

WHEREAS, the Agreement was amended for a second time, effective September 26, 2023, to reflect current hourly rates.

TERMS

NOW, THEREFORE, the parties hereby amend Napa County Agreement No. 200114B as follows:

1. Agreement Paragraph 1, entitled "Term of the Agreement," is hereby 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 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. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.

3. This Amendment shall be effective as of the date first above written.

IN WITNESS WHEREOF, this Third Amendment of Napa County Agreement No. 20014B was executed by the parties hereto as of the date first above written.

PARIS KINCAID & WASIEWSKI LLP

By: _____
VALERIE C. KINCAID, Principal

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Napa County Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Jason M. Dooley* Chief Deputy County Counsel Date: November 6, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1715

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Becky Craig, Assistant Chief Executive Officer

SUBJECT: VNV Napa Valley Standard Food and Wine Festival Agreement

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement 220095B with Visit Napa Valley to increase the cost $425,000 over three years through June 30, 2028 for administration of The Napa Valley Standard Food and Wine Festival; and approve a Budget Amendment to increase appropriations by $100,000. (Fiscal Impact: $425,000 Expense; Napa Valley Tourism Improvement District-Unincorporated Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa Valley Tourism Improvement District-Unincorporated (NVTID-U) committee meets quarterly to review marketing and promotion of overnight tourism in the unincorporated area of the County. The committee has been seeking sponsorship of a multi-day event that attracts hotel stays during the off-peak period. Visit Napa Valley contracted with A21, an event planning company, to produce a food and wine festival like those occurring in New York City and Pebble Beach. The proposed event, The Napa Valley Standard Food and Wine Festival, will kick-off this November 2025 with a limited introduction before developing into a complete event in fall 2026 and subsequent years. The event will eventually be self-sustaining through revenue production; however, breakeven is not anticipated until the fourth year.

The NVTID-U committee supported the event's initiation costs of $50,000 in FY 2024-25 and recommends the County appropriate tourism assessment funds totaling $425,000 for the event's operational costs for the next three fiscal years:

FY 2025-26 $200,000

FY 2026-27 $150,000

FY 2027-28 $ 75,000

The County appropriated $100,000 for a community grant and the committee recommends the Board increase the appropriation by $100,000 from available fund balance this fiscal year to support this attraction event. This restricted fund has an accumulated fund balance totaling $670,000 available to weather economic uncertainty and to support an attraction event.

Requested Actions:

1. Approve and authorize Amendment No. 2 to Agreement 220095B with Visit Napa Valley to increase the cost $425,000 over three years through June 30, 2028 for administration of The Napa Valley Standard Food and Wine Festival; and

2. Approve a Budget Amendment to increase appropriations in Napa Valley Tourism Improvement District-Unincorporated Community Grants (2070000-54805) by $100,000 from available fund balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	NVTID-U Community Grants appropriated $100,000 for an event and an additional $100,000 appropriation is necessary for year one.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Attract visitors to a multi-day festival that will increase hotel stays in the unincorporated area.
Is the general fund affected?	No
Future fiscal impact:	Future years' obligations totaling $225,000 will be budgeted.
Consequences if not approved:	The events will not occur and hoteliers will continue to seek an off -peak attraction.
Strategic Initiative:	Preserve Napa County's Agricultural Legacy

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. 220095B

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 220095B 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 VISIT NAPA VALLEY, INC a non-profit, whose mailing [or business] address is 1001 Second Street, Suite 330, Napa, CA 94559, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220095B, (the "Agreement") on July 1, 2021; and

WHEREAS, the parties adopted Amendment No. 1 to the Agreement to extend the term of the Agreement for Fiscal Year 2024-2025, and with four additional extensions; and

WHEREAS, the parties would like to amend the Agreement to revise the scope of services and compensation.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement, Scope of Services, is hereby amended to read in full as follows:

"2. **"Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-2," attached hereto."

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

"3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price set forth in Exhibit "B-2" attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be FIVE HUNDRED THOUSAND DOLLARS ($500,000) per fiscal year for marketing services and a total aggregate amount of FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($425,000) for event planning services provided July 1, 2025, through June 30, 2028; however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

3. As of the effective date of this Amendment No.2, all references to Exhibit A in the Agreement and all references to Exhibit "A-1" in Amendment No.1 shall mean Exhibit "A-2."

As of the effective date of this Amendment No.2, all references to Exhibit B in the Agreement and all references to Exhibit "B-1" in Amendment No.1 shall mean Exhibit "B-2."

IN WITNESS WHEREOF, this Amendment No. 2 to Napa County Agreement No. 220095B is executed by COUNTY, by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer(s).

VISIT NAPA VALLEY, INC.

By _____
LINSEY GALLAGHER, President and CEO

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: October 29, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date:_____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A-2"

SCOPE OF SERVICES

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Marketing Services: Services to be provided are limited to paid advertising to promote consumer awareness of the Napa Valley with entities like Wall Street Journal, AFAR, Facebook, Instagram, and Google Display Network.

The paid media will reinforce the Napa Valley brand to drive awareness and interest in the Napa Valley among highly affluent travelers, inspiring visitation by driving prospects to the website.

Visit Napa Valley will subcontract with advertising agencies that charge commission. VNV provides additional staff and agency account services at no cost to Napa County including strategic planning, management, creative production, reporting, and billing.

In Partnership with Napa County, the County seal shall be used on all marketing materials related to this revenue source. Exceptions may be approved by the County Executive Officer or their designee. All such marketing materials shall be consistent with the Napa Valley Tourism Improvement District's Annual Work Plan.

Event Planning: Services shall include annual event production services for The Napa Valley Standard food and wine event.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by

Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-2"

COMPENSATION

FY 2025-2026	$500,000 for marketing services and $200,000 for event development services
FY 2026-2027	$500,000 for marketing services and $150,000 for event development services
FY 2027-2028	$500,000 for marketing services and $75,000 for event development services
FY 2028-2029	$500,000 for marketing services

The maximum payments under this Agreement shall be FIVE HUNDRED THOUSAND DOLLARS ($500,000) per fiscal year for marketing services and a total aggregate amount of FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($425,000) for event planning services provided during the period July 1, 2025, through June 30, 2028; however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

COUNTY may only disburse to Visit Napa Valley funds actually collected, and disbursements are subject to receipt of an invoice detailing actual expenditures in accordance with Paragraph 4 of the Agreement.

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www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1760

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Celeste Gonzalez, Management Analyst

SUBJECT: Napa County Office of Education - Williams Report

RECOMMENDATION

Accept the Williams Monitoring Report provided by the Napa County Superintendent of Schools. (No Fiscal Impact)

BACKGROUND

The Napa County Superintendent of Schools is required to perform school site visits to assess a safe environment for children, cleanliness of the schools, that schools have the appropriate educational materials, and fully credentialed teachers. In addition, the Superintendent is required to submit such a report annually to the Board of Supervisors.

The purpose of the visits as specified in California Education Code Section 1240 was to ensure:

1. Students have access to "sufficient" instructional materials in from core subject areas of English/ language arts, mathematics, history/social science, science;

2. The school is in compliance with facilities maintenance to ensure that there are no "emergency or urgent threats to the health and safety of pupils or staff";

3. The school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance; and

4. Classrooms have a copy of the current Uniform Complaint Procedure displayed.

Requested Action:

Accept the Williams Monitoring report.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

NAPA COUNTY OFFICE OF EDUCATION

707.253.6810
info@napacoe.org
www.napacoe.org
@NapaCOE

October 13, 2025

Anne Cottrelll, Chair
Napa County Board of Supervisors
1195 Third Street Suite 310
Napa, CA 94559

Dear Ms. Cottrell and Members of the Board:

In accordance with the Williams Settlement, the Napa County Office of Education is required to annually review schools that are identified as low performing pursuant to specified federal laws and schools where 15% or more of the teachers are holders of a permit, certificate, or any other authorization that is less certification than a preliminary or clear California teaching credential. For 2025-2026, nine schools were identified in Napa County for the Williams Monitoring Reviews: American Canyon High, Silverado Middle, Canyon Oaks Elementary, Donaldson Way Elementary, Napa Junction Elementary, and Shearer Elementary in NVUSD, Calistoga Jr./Sr. High, Pope Valley Union, and Stone Bridge Charter School.

On Monday, September 15 and Tuesday, September 16, 2025, Dr. Lucy Edwards, Chrissy Cotten, Shelly Thelen, Ron Eick, Kayla Mikkola and Greg Marshall from the Napa County Office of Education were accompanied by respective school leadership on the required site visits. The teams reviewed district and school documents and visited and inspected all the required school sites. The visits, as always, were collaborative and positive.

The purpose of the visits as specified in California Education Code Section 1240 was to ensure:

1. Students have access to "sufficient" instructional materials in four core subject areas of English/ language arts, mathematics, history/social science, science.
2. The school is in compliance with facilities maintenance to ensure that there are no "emergency or urgent threats to the health and safety of pupils or staff".
3. The school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.
4. Classrooms have a copy of the current Uniform Complaint Procedure displayed.

As per Williams requirements, 25% of classrooms were visited and all common areas, bathrooms, etc., were inspected. We are excited to report that there are no findings to report. All the schools had the four requisite core subject textbooks for students and the School Accountability Report Cards (SARCs) were checked and found to be compliant as well.

I would like to offer my congratulations to NVUSD's Superintendent, Dr. Rosanna Mucetti, CJUSD's Superintendent, Dr. Audra Pittman, PVUESD's Superintendent, Kim Kern, Executive Director Stone Bridge School, Lisa Meyers, and Director of Maintenance and Operations Albert

DeSousa, Jr., for meeting all curriculum expectations and keeping all facilities in excellent condition. Credit also goes to NVUSD's Assistant Superintendent of Instructional Services, Dr. Monica Ready and CJUSD's Director of Ed Services and Human Resources, Michael DeFrancesco, for the instructional support provided to schools. I also wish to acknowledge the site principals, Karin Hatton, American Canyon High, Anne Vallerga, Silverado Middle, Stephanie Vasquez, Canyon Oaks Elementary, James Dennis, Donaldson Way Elementary, Megan De La Mater, Napa Junction Elementary, and Noreen Montgomery, Shearer Elementary in NVUSD, and Monica Baldenegro, Calistoga Jr./Sr. High for their continued support and ensuring students have what they need to be successful in school.

Sincerely,



Josh Schultz
Napa County Superintendent of Schools

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1827

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Shana A. Bagley, Deputy County Counsel

SUBJECT: Termination of Local Emergency Proclamation for the Pickett Fire

RECOMMENDATION

Adopt a Resolution terminating the state of local emergency due to the Pickett Fire that affected the area of unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin. (Fiscal Impact Unknown; Mandatory)

BACKGROUND

On August 24, 2025, pursuant to Government Code section 8630 and Napa County Code section 2.80.060, subd. (A)(2), the Napa County Executive Officer/Director of Emergency Services proclaimed a state of local emergency in response to the conditions of extreme peril that pertain to the safety of persons and property that arose from the Pickett Fire. On August 26, 2025, the Board of Supervisors adopted Resolution No. 2025-88, ratifying the proclamation and authorizing the emergency powers of County officials.

During the State of Local Emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the County were those prescribed by state law, ordinance, and resolution of Napa County. On October 7, 2025, the Board of Supervisors continued the State of Local Emergency, maintaining the County's eligibility to receive mutual aid and other resources from the State or other agencies. The current conditions resulting from the Pickett Fire no longer require the State of Emergency to remain in effect.

A separate State of Local Health Emergency remains in effect regarding the imminent threat to public health and safety from the hazardous waste and materials from property sites within the 2025 Pickett Fire area.

If adopted by the Board, the proposed resolution will terminate the State of Local Emergency due to the Pickett Fire in Napa County and end the emergency powers of County officials as set forth in Resolution No. 2025-88 and in accordance with the Government Code.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Not applicable
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Napa County is no longer pursuing reimbursement from State and Federal agencies for roads repairs.
Is the general fund affected?	No
Future fiscal impact:	Unknown
Consequences if not approved:	Napa County is no longer pursuing reimbursement from State and Federal agencies for roads repairs.

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 RESOLUTION NO. 25-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, PROCLAIMING THE TERMINATION OF THE STATE OF LOCAL EMERGENCY DUE TO THE PICKETT FIRE

WHEREAS, Government Code section 8630 and Napa County Code section 2.80.060, subd. (A)(2), authorize and empower the Napa County Executive Officer acting as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when such events occur as are described in California Government Code section 8558, subd. (c)(1); and

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

WHEREAS, pursuant to California Government Code section 8630, local agencies must terminate a state of local emergency once conditions warrant; and

WHEREAS, on August 24, 2025, pursuant to Government Code section 8630 and Napa County Code section 2.80.060, subd. (A)(2), the Napa County Executive Officer proclaimed the existence of a local emergency by proclamation due to fires at the unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin in Napa County (referred to hereinafter as the "Pickett Fire"); and

WHEREAS, on August 26, 2025, pursuant to Resolution No. 2025-88, the Board of Supervisors proclaimed a state of local emergency due to the Pickett Fire in Napa County; and

WHEREAS, on October 7, 2025, the Board of Supervisors continued the state of local emergency; and

WHEREAS, because of the Pickett Fire, there no longer remain conditions of disaster or extreme peril to persons and property which are likely to be beyond the control of the services, personnel, equipment, and facilities of Napa County; and

NOW, THEREFORE, **BE IT RESOLVED** by the Napa County Board of Supervisors, that pursuant to Government Code section 8630, the state of local emergency due to the Pickett Fire in Napa County is hereby terminated.

[REMAINDER OF 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 ____ day of November 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Shana A. Bagley Deputy County Counsel Date: October 16, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

1195 THIRD STREET
SUITE 310
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www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1853

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Melissa Moize - BOS Staff Aide

SUBJECT: Community Grants Funding Request for American Canyon High School Theatre Arts program.

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 5 community grants funds to the American Canyon High School Theatre Arts program. (Fiscal Impact: $300 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit. The amount of $300 of Board of Supervisors' District 5 community grant will be used to fund the "Apprentice Producer" sponsorship for the ACHS Theatre 2025-26 season. This sponsorship will support the award-winning American Canyon High School Theatre Arts Program that teaches students about theater arts, drama, and stagecraft through project-based learning. Students bring shows to life and then present them to friends, peers, and the community. Sponsorship recognition will include the county seal in playbills and on the website.

Requested Action: Approve and authorize allocation of the Board of Supervisors' community grant funds for nonprofit support and community benefit to the American Canyon High School Theatre Arts program totaling $300.

FISCAL 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 engagement/services
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 and programs doing important work that benefits the community members of their districts.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1917

TO: Board of Supervisors

FROM: Ryan J. Alsop - County Executive Officer

REPORT BY: Leah Doyle-Stevens - BOS Staff Aide

SUBJECT: Funding Request for December Community Events

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' funds for non-profit support and community engagement events in Supervisorial Districts 1, 3, and 5 during the week of December 7, 2025. (Fiscal Impact: $3,000 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The purpose of the events is to support civic and community engagement within Supervisorial Districts 1, 3 and 5. Respective events are to be held on December 10 and 11, 2025 at the Napa Valley Yacht Club in Napa (100 Riverside Dr.), the Calistoga Library (1108 Myrtle St.), and the District 5 satellite office in American Canyon (4381 Broadway).

These "Holiday Open House" events will be an opportunity for Supervisors Joelle Gallagher, Anne Cottrell and Belia Ramos to discuss key County issues, hear input from the public, highlight various non-profit groups, and collect donations for food pantries in the community. The Board approved funds will cover event costs such as venue rental, light food and non-alcoholic beverages, and supplies. The events will be free and open to the public countywide.

FISCAL 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 engagement/services

Is the general fund affected?	Yes
Future fiscal impact:	Community engagement events 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 be as effective in engaging the community of their districts, nor offer financial support to community-based organizations doing great work.

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.

1195 THIRD STREET
SUITE 310
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1805

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: Stacie McCambridge, Staff Services Manager

SUBJECT: Peraton, Inc CAD to CAD Software PSA

RECOMMENDATION

Approve and authorize Agreement No. 260193B with Peraton, Inc. to provide Computer Aided Dispatch services between the Napa County Fire/CAL FIRE LNU Peraton Altaris CAD and the City of Napa Central Square Hub CAD; approve purchase of capital assets; waive competitive bidding requirements and provide a sole source award due to technical compatibility requirements; and approve a Budget Amendment to increase Fire Operations appropriations by $217,000 for the first year of the Agreement. (Fiscal Impact: $285,000 Expense; Fire Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The County of Napa, through its Schedule A fire services contract with CAL FIRE, receives Emergency Dispatch services, which are provided to Napa County using the CAL FIRE St. Helena Emergency Command Center (St. Helena ECC) and its Computer Aided Dispatch (CAD) system. The St. Helena ECC is the primary contracted dispatch center for the Napa County Fire Department, CAL FIRE, Calistoga Fire Department, and St. Helena Fire Department. The expectation from these agencies is to receive a quick and accurate response for dispersing communication with the goal of emergency equipment responding to incidents as quickly as possible.

Both the St. Helena ECC and Napa Central Dispatch system communicate with each other when an emergency call is received. Both systems communicate through the CAD relaying important information related to the type of call, demographics of the call, time stamped, and response needed. Recently, Napa Central Dispatch moved to a new CAD system, Central Square. The new system Napa Central Dispatch is using, Central Square, does not completely communicate with the CAD system at the St. Helena ECC, causing a delay in sharing information. This change requires a new CAD to CAD system to maintain the same level of service

and possibly elevate the service of response.

Today's approval will allow the implementation of revisions required to the current St. Helena ECC CAD to CAD system to make the new connection to the Napa Central Dispatch. Peraton, Inc. will provide CAD to C2C services between the Napa County Fire/CAL FIRE LNU Peraton Altaris CAD and the City of Napa Central Square Hub CAD enabling data to be shared from the Public Safety Answering Point (PSAP) and the Secondary PSAP. This agreement incorporates the implementation and annual maintenance costs for two years in the total amount of $285,000. The costs incurred in implementation and maintenance to put the software in production of $217,000 exceed the capitalization threshold for intangible assets and therefore will be accounted for as a capital asset. The second year of maintenance will be expensed in 2026-2027 and will be an on-going expense in future budgets.

A Budget Amendment is a request to transfer $217,000 of the $285,000 Agreement to pay for Year 1 of the Agreement. The costs incurred for Year 1 include the software license and labor cost ($118,740), labor and installation for gateway and database ($33,120), GoLive and Acceptance labor along with the 1st year maintenance ($48,120), and the estimated annual AWS (Amazon Web Service) usage ($17,000) outlined in the Agreement. The remainder of the Agreement will be due during Year 2 of the contract and will be budgeted within the Fiscal Year 2026-27 Fire Fund Budget.

Requested Action:.

1. Approve a Budget Amendment increasing appropriations in 2100000-55600 (Fire Operations, Intangible Asset) in the amount of $217,000 for the purchase of dispatch software and Year 1 of Agreement, offset by use of available fund balance in Fund 2100. Year 2 of the Agreement will be included in the Fiscal Year 2026-27 Fire Budget.

2. Approve purchase of capital assets in the amount of $217,000 for computer software between the Napa County Fire/CAL FIRE LNU Peraton Altaris CAD and the City of Napa Central Square Hub CAD.

3. Request waiver of competitive bidding requirements and sole source award for $285,000 to Peraton, Inc. due to technical compatibility requirements, pursuant to County Ordinance Code 2.36.090.

4. Authorize and approve Agreement 260193B with Peraton, Inc in the amount of $285,000 and the term October 21, 2025 through October 21, 2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	2100 Fire Fund
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Emergency communication between the St. Helena ECC and Napa Central Dispatch could be delayed. The expectation from contracted agencies is to receive a quick and accurate response for dispersing communication with the goal of emergency equipment and personnel response to incidents.
Is the general fund affected?	No
Future fiscal impact:	Fire Fund will continue to annually budget for this agreement.
Consequences if not approved:	The two CAD systems not communicating at the highest level may hinder receiving a quick and accurate response to the public.

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. 260193B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 21st day of October, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Peraton, Inc, a Maryland corporation, whose address is 12975 Worldgate Drive, Suite 7322 Herdon, Virgina 20170 hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide Computer Aided Dispatch (CAD) to Computer Aided Dispatch (C2C) services between the Napa County Fire/CALFIRE LNU Peraton Altaris CAD and the City of Napa Central Square Hub CAD enabling data to be shared from the Public Safety Answering Point (PSAP) and the Secondary PSAP. This agreement incorporates the implementation costs and Year 1 and Year 2 of services.

B. Consultant was selected to provide professional services without a competitive process because the professional services needed are only available from one source.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and 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, attached hereto and incorporated herein, 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 2 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 Consultant's performance under this Agreement for cause at reasonable compensation to Consultant (for work performed up to the suspension date, and for reasonable demobilization costs) 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 and may be entitled to a schedule adjustment or equitable relift for delay beyond its control.

2.3 Termination for Convenience. Either party may terminate all or part of this Agreement for its convenience by giving thirty (30) days' prior written notice to the other party. The termination will take effect thirty (30) days after the notice is received by the recipient party.Upon receipt of such notice, the recipient party shall immediately cease all affected performance (unless otherwise directed) and take reasonable steps to orderly finalize and deliver all work, documents, data, and materials (whether completed or in progress) produced under the Agreement to the non-terminating party. The recipient party may retain copies for its own records.The non-terminating party shall pay for all services performed satisfactorily up to the effective date of termination, as well as reasonable costs incurred by the recipient in preparing and delivering required documents and materials. No compensation shall be due for lost profits, unperformed work, or anticipated overhead related to the terminated portion of the Agreement.

2.4 Termination for Cause. Either Party may terminate this Agreement for cause (default) if the other Party fails to satisfactorily perform any material obligation under this Agreement, including but not limited to timely performance in accordance with the schedule.Before termination for default, the non-breaching Party shall provide the breaching Party with written notice specifying the nature of the default and afford a reasonable cure period. Unless otherwise agreed, the cure period shall be ten (10) days from receipt of the written notice.If the breaching Party does not cure the default within the specified period, the non-breaching Party may immediately terminate this Agreement (in whole or part) and terminate any rights the breaching Party or any parties claiming through it may have under this Agreement. The rights and remedies stated herein are additional to and not in lieu of any other remedies available at law or 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 according to the compensation and fee schedule set forth in Exhibit A.

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 TWO HUNDRED AND EIGHT-FIVE THOUSAND DOLLARS ($285,000) provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, to the Napa County Fire Department Finance Department 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. [Reserved.]

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 Liability Limitations. See Exhibit A, Attachment D, Article 24.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and

other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY:	CONSULTANT:
Napa County Fire Department	Peraton
951 California Blvd	12975 Worldgate Drive, Suite 7322
Napa, CA 94559	Herndon, Virgina 20170

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/Attachments 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 (including all Contract Documents) may be modified only by a written instrument signed by authorized representatives of both parties. Any oral or implied changes are void. If Consultant performs work outside the scope without prior written approval, Consultant waives any claim for additional compensation or schedule adjustment.

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. Neither party may assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without the other party'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 the party 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).

PERATON, INC.

By La Juan Carter
LA JUAN CARTER, Contracts Administration Director

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Shana A. Bagley Deputy County Counsel Date: October 9, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide the following services in accordance with Consultant's proposal dated September 19, 2025, which is attached as part of this exhibit.

Attachment A
CAD to CAD & AWS Overview and Statement of Work

Peraton will provide the following:

- Project Management oversight for the duration of the implementation project.
- Conduct regular project status calls to include resources from Peraton, Napa County Fire/CAL FIRE LNU, Napa City, and Central Square.

CAD to CAD:

- Remotely install and configure Peraton CAD to CAD Gateway Software on customer provided Servers/VMs. Customer is responsible for all third-party software required on the Gateway, including but not limited to Microsoft Windows Software. (See attached Peraton Minimum Requirements document.)
- Remotely install and configure CAD to CAD translations on customer provided SQL Servers/VMs. Customer is responsible for all third-party software required on the Database Server, including but not limited to SQL Software. See attached Peraton Minimum Requirements document.
- Configure metadata for the Peraton CAD to CAD Gateway. This configuration includes code translations, unit IDs and other metadata as agreed to by the agencies and vendors.
- The data transfer will include CAD to CAD transactions to enable two-way exchange of incident, unit and AVL data.
- Provide remote installation of the Peraton Gateway configuration & SQL Database.
- Project Manager will provide installation schedule, coordinate testing sessions, and coordinate Go-Live of CAD to CAD.
- Provide remote cutover support.
- Provide two (2) years of maintenance.
- All Peraton tasks will be performed remotely. If Peraton is requested to be on site for CAD to CAD installation, Peraton will provide customer with applicable costs associated with travel.

Napa County Fire/CAL FIRE LNU/Napa City Responsibilities:

- Provide all related hardware, hardware installation, and third-party software. This includes, but not limited to:
    - Gateway and SQL Server/VMs Hardware and Software Licenses
    - Refer to Attachment B Peraton CAD to CAD Gateway and SQL Server Requirements document attached.
    - These Servers/VMs cannot be installed in the CAL FIRE network. Customer has requested Peraton to provide an AWS instance to house the Gateway & SQL database servers. Refer to AWS section below for details.

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This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton This document may be used by the authorized recipient solely for internal purposes.

- Allow access to the Gateway and SQL Servers/VMs within the AWS environment.

Provide SSL Certificates.

- Provide an agency technical staff member qualified to assist with end to end testing of the CAD to CAD.
- Provide any required networking hardware & software, testing environment and client-side single point of contact.
- Provide a technical CAD resource (i.e. dispatcher, CAD Admin, etc.) for both Napa County Fire/CAL FIRE and Napa City to provide timely input and responses related to:
    - Applicable CAD codes, units, status, and other data that will be shared in the CAD to CAD data exchange between Napa County Fire/CAL FIRE LNU Peraton Altaris™ CAD and Napa City Central Square CAD.
    - Workflow between the two agencies. Examples: auto aid, auto dispatch, and specific resources to be included.
    - Participate in testing and provide timely response to issues discovered in testing.
- Napa County Fire/CAL FIRE LNU and/or Napa City will be responsible for contracting with Central Square for the development and installation of Central Square Hub to support CAD to CAD to the Peraton LNU Altaris™ CAD.
- Assist Peraton Project Manager in the coordination or escalations with Napa City and Central Square for development, implementation & testing.
- Provide any networking support to enable secure communication between Napa County Fire/CAL FIRE LNU, Central Square HUB, and Central Square CAD.

Assumptions:

- Napa County Fire/CAL FIRE LNU and/or Napa City will be responsible for contracting with Central Square for Central Square CAD and Hub requirements.

Dependencies:

- CAL FIRE Security policies have changed. Cooperative Agencies are no longer allowed to exchange traffic directly within the CAL FIRE DMZ. This change dictates that the customer provided servers/VMs required for the Peraton Gateway and SQL Database servers must be hosted outside the CAL FIRE Network. Napa County Fire/CAL FIRE LNU and Napa City will be responsible for installation and maintenance of the required hardware, software and network security.
- All parties will be diligent in completing assigned tasks on time per the agreed upon project schedule and timeline. The estimated implementation period is three months.
- All parties are expected to participate in testing and resolve any issues within two days of identification of the issue to enable testing to continue expediently.

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Project Completion Acceptance Criteria

Prior to beginning testing, the four parties, (Peraton, Napa County Fire/CAL FIRE LNU, Napa City & Central Square) will agree upon the scenarios to be tested. Peraton project manager will document the testing scenarios, testing results and share with all parties after each testing session. At the successful completion of agreed upon testing scenarios, written approval from Napa County Fire/CAL FIRE LNU will be sent via email to the Peraton PM to represent project completion. At this point the installation portion of the project will be completed and the project will move to maintenance.

If project completion is delayed due to Central Square or Napa City, and Peraton has completed all tasks in the Peraton Statement of Work, customer agrees that Peraton can close out the installation portion of the project and transition to Maintenance. If during testing, Central Square or Napa City make changes that require Peraton to modify their CAD to CAD interface, additional charges may apply.

Architectural Overview

The basic unit of CAD to CAD integration is the CAD to CAD Gateway. Gateways are used to connect other Gateways to either a CAD system or a CAD to CAD hub. Each Gateway consists of two logical parts: an application server and a SQL database server. These two logical servers are usually deployed on two separate virtual servers. Furthermore, both logical servers support clustering and other common techniques for enhancing performance and reliability. Peraton recommends that Gateways be deployed into data centers near the CAD to which they are connected, and they can communicate with other Gateways across the Internet. Attachment B provides the minimum requirements for the Peraton Gateway and SQL Servers and software.

Gateways

Each Gateway generally has two interfaces: communication between Gateways is done via XML Web Services that exchange encrypted and compressed NIEM-based messages, and communication with the local CAD or hub is through interfaces defined by the connected system. A Gateway connected to Napa County Fire/CAL FIRE LNU and the CAL FIRE CIS, will utilize the Peraton CAD to CAD API.

Attachment C provides a CAD to CAD High Level Diagram & Peraton Architecture Overview. Once the project is contracted and location of the Gateway and SQL servers are determined, Peraton will provide a detailed architectural diagram.

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Attachment B

Peraton CAD to CAD Gateway and SQL Server Requirements

Gateway Server

- Windows Server 2019 minimum, 2022 recommended- Any edition
- 4 GB RAM minimum (recommended 16 GB)
- CPU: 2 GHz or higher; single core minimum, two core recommended.
- Preference is separate VMs for test and production.
- 40 GB Storage capacity minimum, recommend separate application volume

SQL Server Requirements

- Windows Server 2019 minimum, 2022 recommended- Any edition.
- SQL Server 2019, 2022 recommended - Standard or Enterprise Edition
- 16 GB RAM minimum (recommend 32 GB or higher)
- CPU: 2 GHz or higher, recommend quad core or higher.
- High speed read/write disk drives minimum 10-15K RPM (recommended SSD)
- Recommended RAID 5,6 or 10 configuration of disks, or san storage
- A single SQL Server can support both the Test and Live environments, preference is separate VMs for test and production.
- Storage Capacity
    - 40 GB recommended for the drive containing the OS and SQL executables
    - 20 to 40 GB for system databases
    - The database is primarily used for short-term management of the process. Peraton recommends keeping it small to improve performance. The Gateway directly manages the size of the database by limiting the length of time the data is kept.
    - Data is typically kept for 14 days, file size will vary based on message types implemented and traffic volume.
    - It is possible to use our data to analyze past events. Peraton doesn't normally do data backups because the data is transient in nature and restoring from backups is never needed by the Gateway. If you wish to save data for that purpose, then we suggest setting up replication or saving backups. The amount of space required will depend on how far back you want to keep data. The size estimate for 14 days of data could be useful for determining how much more space is required.

Licenses Recommended per SQL Server/VM:

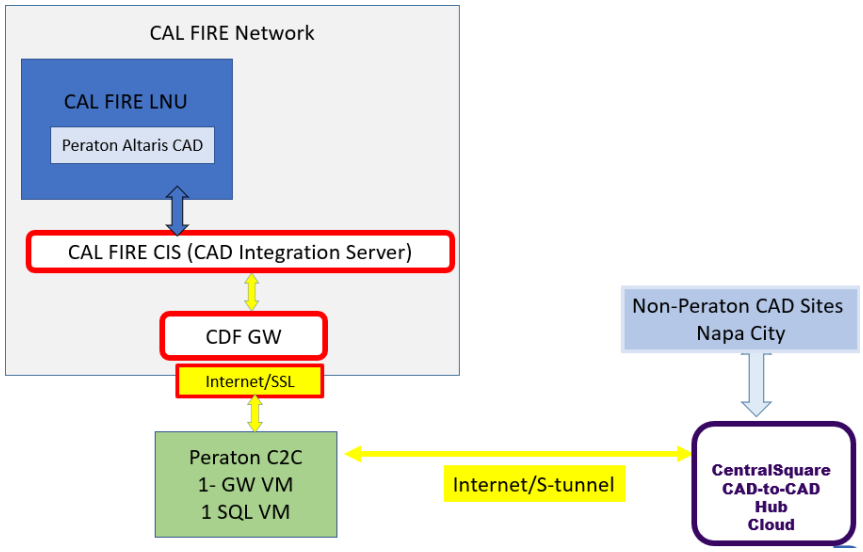
- Microsoft SQL Server Standard - license - 1 license
- Microsoft SQL Server Standard Edition - license & software assurance - 1 seat
- Microsoft SQL Server - license - 1 user CAL
- Microsoft SQL Server - license & software assurance - 1 user CAL

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Attachment C

CAD to CAD High Level Diagram & Peraton Architecture Overview provides a high-level conceptual diagram of the CAD to CAD connectivity and description of each component in the CAD to CAD federation.

CAD to CAD High Level Diagram & Peraton Architecture Overview



CAL FIRE Gateway

A single Gateway is deployed for CAL FIRE in a DMZ in Sacramento (labelled ***CDF GW*** in diagram). This Gateway communicates with the outside world via SSL and uses client authentication certificates to communicate with other Gateways. It is behind a firewall which must be configured to whitelist the URL of any other Gateway in the federation. The Gateway communicates with the CAL FIRE CAD Interface Server (CIS), using the CAL FIRE CIS API, which is responsible for directing messages to the Napa County Fire/CAL FIRE LNU Altaris™ CAD. (Green Box in diagram above)

Napa City CAD

The Napa City Central Square Enterprise CAD will communicate to the Central Square HUB. The HUB will send messages to and receive messages from the Napa County Fire/CAL FIRE Gateway which communicates to the CAL FIRE CIS API Gateway, which is responsible for directing messages to and from the Napa County Fire/CAL FIRE LNU Altaris™ CAD system.

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Supported Messages and translations

The following messages/transactions and translations are supported by the Peraton CAD to CAD Gateway.

Transactions Supported

- Resource Status
- Resource Status Request
- Resource Location (AVL)
- Resource Request - Automatic Aid
- Resource Request Approval – Requested Unit
- Resource Request Approval – Substitute Unit
- Resource Request Rejected
- Resource Cancellation
- Resource Control Request
- Incident Transfer (Recipient Jurisdiction)
- Incident Transfer Acknowledgement (Approval)
- Incident Transmit (Sender Jurisdiction)
- Incident Status Update
- Incident Remarks/Comments Add
- Incident Message
- Incident Close
- Ping/Heartbeat Request
- Ping/Heartbeat Response
- Workstation Message
- Message Acknowledgements

Translations Supported

- Incident Type
- Incident Sub Type
- Incident Status
- Incident Description
- Service Call Mechanism
- Incident Priority
- Incident Disposition
- Incident Name
- Incident Reason
- Terminal ID
- Unit ID

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- Unit Status
- Sender Agency
- Recipient Agency
- Jurisdiction Agency
- Resource Agency
- Auto Aid ID to CAD Resource ID (CAL FIRE only)
- Auto Aid ID to Home CAD Resource ID (CAL FIRE only)
- Auto Aid ID to IRWIN ID (CAL FIRE only)

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Attachment D - FRS General Provisions

GENERAL PROVISIONS

Article 1: Definitions

The following terms shall have the meanings set forth below:

(a) "Agreement" means the instrument of contracting, such as "Purchase Order," "PO," "Subcontract," or other such type designation, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a master or other overarching agreement that provides for releases (in the form of a Task Order or other such document) the term "Agreement" shall also mean the release document for Work to be performed.

(b) "Peraton" means the entity identified on the face of the Agreement.

(c) "Peraton Contract Administrator" means a person authorized by Peraton to administer and/or execute the Agreement.

(d) "Customer" means the party that receives and accepts a proposal from Peraton.

(e) "Work" means all required labor, articles, materials, supplies, goods, and services required to be performed this Agreement.

Article 2: Term of Agreement

The term of this Agreement shall begin upon receipt of Customer's written acceptance of Peraton's Quote and shall continue through the completion of the Work and any maintenance period unless terminated sooner or extended as hereinafter provided.

Article 3: Acceptance of Agreement/Terms and Conditions

(a) This Agreement entered into between Peraton and Customer integrates, merges, and supersedes all prior or contemporaneous understandings, agreements, negotiations, or representations, oral or otherwise concerning the subject matter hereof and constitutes the entire agreement between the Parties. No supplement, modification or amendment of the Agreement will be binding unless in writing which states that it is a modification of the Agreement, and which is signed by an authorized representative of each Party who is authorized to amend the Agreement.

(b) Peraton will not commence services or incur any related expenses unless it has received an executed Agreement or other authorization from Customer expressly authorizing the Work.

(c) The Parties agree that if this Agreement is transmitted electronically neither party shall contest the validity of this Agreement, or any acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.

(e) The headings and subheadings used in this Agreement are inserted for the convenience of the Parties and ease of reference. The headings and subheadings shall not define, limit, or describe the scope or the intent of the provisions of this Agreement.

Article 5: Payments, Taxes, and Duties

(a) *Payment Terms.* Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Customer's receipt of the Peraton's proper invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work. Payment shall be

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deemed to have been made as of the date of mailing Customer's payment or electronic funds transfer.

(b) *Taxes.* Unless otherwise specified, Customer is responsible for any applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government.

(c) *Hardware and Third-Party Software and Services.* 100% of the purchase price for the hardware shall be paid upon delivery to the Customer's site. Partial deliveries, invoicing, and payment based online item pricing provide by Peraton shall be permitted.

(d) Peraton license fees shall be paid upon acceptance of Peraton quotation or issuance of Purchase Order.

(e) For late payments

Article 6: Changes

Customer may request changes to the scope of work, services and/or equipment to be performed or provided by Peraton hereunder. All such changes (which are mutually agreed upon by and between all the parties) shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due Peraton for the change in scope and/or schedule, if any. Peraton shall have no obligation to proceed with any change until such time as Peraton and the Customer have agreed upon the impact on price and schedule and have executed a bilateral written amendment memorializing the change and the price and schedule impacts.

Any delays caused by Customer, including but not limited to any failure to a) timely approve documents as provided herein, b) comply with responsibilities set forth in the implementation plan,
c) provide access to facilities or information required by Peraton to perform the Work, or
Failure or d) delay in providing Customer furnished equipment shall be regarded as constructive changes and shall entitle PERATON to an equitable adjustment in price and schedule from the Customer. Should PERATON and Customer be unable to agree on the price impact to PERATON of such delay, such price shall be computed using PERATON's then current time and materials rates.

Article 7: Assignment/Change of Control

The rights and obligations hereunder, may not be transferred or assigned by one Party without the prior written approval of the other Party hereto. The foregoing shall not apply to assignment to a successor corporation as a result of a merger or a sale of all or substantially all of the assets or stock of that party, provided such merger or sale is not with or to a competitor of any to this Agreement.

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Article 8: Acceptance

Unless otherwise specified, the Work subject to this Agreement shall be accepted upon completion of the Work set forth, or upon commencement of beneficial use by Customer whichever occurs first.

Article 9: Packaging and Shipping

(a) Delivery shall be to the location agreed upon by Peraton and the Customer. Unless otherwise specified, Peraton shall deliver all applicable deliverables and hardware in Customer-furnished containers using best commercial practices to the specified Customer's facility (or other facility as may be directed) in accordance with this Agreement.

(b) A complete packing list shall be enclosed with all shipments. Peraton shall mark containers or packages with necessary lifting, loading, and shipping information, including the Peraton Agreement number, item number(s), dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Agreement number. Peraton shall not insure any shipments nor declare any value on any shipments.

Article 10: New Materials

(a) *Definitions.* "Material," as used in this clause, includes, but is not limited to raw material, parts, items, components and end goods. "New," as used in this clause, means previously unused or composed of previously unused materials allowing for typical in-factory or site use including, but not limited to integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required. In addition, New Material is not reconditioned, remanufactured, or of such age or so deteriorated as to impair its usefulness or safety.

(b) Unless Customer specifies in writing otherwise, Peraton shall deliver New Material under this Agreement that is fully warranted and does not contain any counterfeit material.

Article 11: Entry on Customer's Facility

Peraton's personnel, including Peraton's subcontractors, shall comply with Customer's applicable security, safety, rules of conduct, badging and related requirements. Prior to entry on Customer's premises, Peraton shall coordinate with Customer for access. Peraton shall provide information reasonably required by Customer to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

Article 12: Commercial Software Licenses

(a) *Acknowledgment of Ownership*. Peraton owns all right, title and interest to the Peraton Software and related documentation (the "Peraton Software"), including all custom modifications, derivative works and all technical and functional designs relating thereto. None of the services hereunder shall be considered "work for hire" within the meaning of Federal copyright law (17 U.S.C. Section 101 et seq). Customer shall not disassemble, decompile or reverse engineer the Peraton Software and any information obtained in violation of this provision shall be deemed confidential information owned exclusively by Peraton.

(b) *Operating License*. Subsequent to Acceptance and payment of all amounts due to Peraton by Customer, Customer shall upon Acceptance be granted a paid-up, perpetual, non-exclusive, not transferable operating license in object code form to install, store, load, execute and display (collectively, "Use") the Peraton Software on the Equipment located at the Customer's Operations Center in support of Customer's local area emergency dispatch service. Customer may make one (1) archival copy for back-up purposes. Peraton reserves all rights not expressly granted. This license is for Customer's internal use on the configuration of Equipment specified in the contract under which the software was installed by Peraton. Use by or for the benefit of any third party or on any other configuration of equipment (including upgrades to Equipment or components thereof, such as upgrading to a higher performance processor) shall require written authorization and payment of additional license fees.

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This license is for operations use only and does not authorize Customer to make any alterations, adaptations, translations or derivative works. Customer shall execute any standard licensing agreement(s) necessary for any third-party software subject to the above Peraton Quote.

(c) *Confidentiality.* Customer shall not allow any person, company, governmental agency, consulting firm or any other entity to have access to the software provided hereunder, other than employees of Customer who have a need to have access to such software in order for Customer to utilize such software for the purposes set forth herein. Should Customer allow such access without the express written consent of Peraton then Peraton may terminate Customer's license granted under this Agreement. Disclosure of such proprietary information will cause irreparable injury for which monetary damages will not be a sufficient remedy. Accordingly, in addition to other remedies available at law or in equity, Peraton shall be entitled to temporary or permanent injunctive relief, without the necessity of proving actual damages, to enforce the provisions of this Agreement.

Article 13: Call Priority Definitions:

Peraton has the sole discretion to determine the call priority level of any problem or defect consistent with the priority descriptions set forth in this Article 13. Peraton shall prioritize the problem reported based on the information reported by the Customer and a determination of the severity of the problem, consistent with the framework set forth below.

Priority	Definition
1 – Critical	• Major functions non-operational. • Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.
2 – High	• Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution. • Adversely affects the accomplishment of a non-essential Production capability with no known acceptable (practical, realistic, sensible) workaround solution. • System wide Outage/performance ○ Software anomaly requires a CAD client restart.
3 – Medium	• Adversely affects the accomplishment of a non-essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution. • Results in user/operator inconvenience without affecting an essential Production capability.
4 – Low	• Minor Issue which does not adversely affect the accomplishment of any Production capability. • Documentation. • Request for Information. • Any other issues.

Article 14: Response and Resolution Time for Call Priorities

Peraton shall provide reasonable problem resolution or other technical support through a toll-free telephone support line to the Customer Support Group staffed with technical personnel from 5:30 a.m. through 5:30 p.m. (Pacific Time), Monday through Friday, excluding Peraton holidays; 800.421.7773. The Customer Support Group can also be contacted by email at FRS-Support@ngc.com.

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In addition to the normal Customer Support Group hours, the Customer can report emergencies twenty-four hours a day, seven days a week to 800.421.7773. Once reported, problems are logged into Peraton's problem tracking system and the Customer is given a tracking number.

Priority 1 - Critical
Response time of 60 minutes; worked continuously until resolved (Defects and non-Defects).
Prevents or adversely affects the accomplishment of an essential Production capability or critical requirement with no known acceptable (practical, realistic, sensible) workaround solution.
Priority 2 - High
Response time of 4 hours.
Adversely affects the accomplishment of an essential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.
Priority 3 - Medium
One business day response, no guaranteed resolution (Defects only).
Adversely affects the accomplishment of a nonessential Production capability with a known acceptable (practical, realistic, sensible) workaround solution.
Priority 4 - Low
Five business days response, no guaranteed resolution (Defects only).
Minor Issue which does not adversely affect the accomplishment of any Production capability.
Peraton reserves all rights to update and provide corrected documentation. Peraton is under no obligation to correct all software defects.

Article 15: Data Security and Privacy

(a) If granted access to Customer's network, Peraton's personnel, including Peraton's subcontractors, shall comply with applicable Customer policies regarding network access. Prior to receiving any such access, Peraton, and any applicable subcontractors, shall be required to sign and abide by Customer's acceptable use policy. Peraton's employees will identify themselves as employees of Peraton. Under no circumstances will Peraton's employees represent themselves as employees of Customer and under no circumstances will Peraton represent that its personnel are employees of Customer.

(b) Peraton will implement and maintain privacy and security measures and data protection processes and systems sufficient to adequately protect Customer-provided information, data, services, and products consistent with best industry practices and in accordance with the terms of this Agreement.

(c) Peraton shall only collect, store, transfer, share, view, access or otherwise process data and access Customer information systems to the extent and manner necessary to provide the services, software, or products, in accordance with this Agreement. Any access to or use of Customer's information systems or processing of Customer's data by or on behalf of Peraton for any other purpose shall be deemed a breach of this Agreement by Peraton. Peraton shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove Customer data, information system, or product unless authorized in writing by Customer. Peraton shall ensure all processing of data and provisioning of services and products complies with all applicable laws and regulations. If Peraton cannot process the data or provide services or products in accordance with such applicable laws and this Agreement, then Peraton shall immediately notify Customer in writing.

(d) Peraton will implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/27002, in place to define roles and responsibilities, protect Customer data against a security breach, and to provide services or products which comply with the contractual obligations set out in this Agreement.

(e) As used in this Section, "Compromise" means that any information provided by Customer has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform this Agreement. If Peraton becomes aware of any Compromise of information provided by Customer to Peraton, its officers, employees, agents, suppliers, or subcontractors, including but not limited to a security breach, inquiry, product security vulnerability, or non-compliance (an

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"Incident"), Peraton will take appropriate immediate actions to investigate and contain the Incident and any associated risks, and promptly notify the Customer. Notification shall be made to the Peraton Cybersecurity via (a) email at Cybersecurity cybersecurity@peraton.com and (b) telephonically to 1-855-675-2265. Peraton shall use commercially reasonable efforts to provide Customer with notification within 12 hours after Peraton becomes aware of a security breach.

(f) Customer shall cooperation with Peraton in any investigation it may conduct regarding the nature and scope of any Incident.

(g) All data transmitted by Peraton over any unsecure network or wirelessly (including but not limited to email, instant messaging and web traffic), stored on portable devices, removable media and in transit between Customer's facilities must be encrypted. All Peraton data stored on Information Systems must be encrypted at rest.

(h) Customer shall maintain a disaster recovery plan for restoring its current and offsite data files processed pursuant to this Agreement. Supplier will be responsible for weekly backups and preservation of any data processed on behalf of Peraton. All backup copies of data shall be treated as confidential.

Article 16: Independent Contractor Relationship

Peraton's relationship to Customer shall be that of an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Peraton and Customer or Peraton and Customer personnel. Personnel supplied by Peraton hereunder shall be deemed employees of Peraton and shall not for any purposes be considered employees or agents of Customer. Peraton assumes full responsibility for the actions and supervision of such personnel while performing services under this Agreement.

Article 17: Release of Information

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Agreement or the subject matter hereof, will be made by Customer without the prior written approval of Peraton. Customer shall not use any trademark or logo owned by Peraton, in whatever shape or form, without the prior written consent of Peraton.

Article 18: International Trade Compliance

(a) Both Parties agree to comply and will ensure that all personnel performing under this Agreement comply with all applicable U.S. export, import, re-export control, and trade-related laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations (EAR), 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable; as well as the Foreign Trade Regulations (FTR) and the Office of Foreign Assets Control (OFAC) regulations. Peraton will advise Customer of the export control classification/jurisdiction concerning any commodities, software or technology that they provide. Peraton warrants that: (i) if necessary and upon Customer's request, it will provide Customer with technical specifications concerning commodities, software, technology or services covered by this Agreement sufficient for Customer to determine the appropriate export and import classification of such items under applicable regulations.

Customer is responsible for obtaining their own export authorizations (license, exemption, exception), unless notified otherwise by Peraton. Customer agrees to comply with all export authorization restrictions/provisos and not to exceed the scope of the authorization.

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(a) Peraton agrees to notify Customer if any deliverable under this Agreement is restricted by export control laws or regulations, including without limitation the involvement of any denied or debarred parties under OFAC, licensing requirements under the ITAR or EAR, and technology export controls.

(b) Customer will not export, re-export or permit the re-export of any items or related technology in violation of any such law or regulation with regard to an ultimate destination of a restricted and/or embargoed country listed by the U.S. Department of State, Department of Commerce or the Department of Treasury and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation Sanctions list; Bureau of Industry and Security's Denied Persons List, Entity List and Unverified List; and the Office of Foreign Assets Control's Specially Designated Nationals List or any other U.S. government list.

(c) All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Agreement shall prevail. Unless otherwise provided in writing all documentation and work shall employ the units of United States Standard weights and measures.

Article 19: Applicable Law and Disputes

(a) Any disputes under this Agreement that are not disposed of by mutual agreement of the Parties may be decided by recourse as an action at law or equity.

(b) This Agreement and any matter arising out of or related to this Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law statutes. The Parties specifically disclaim application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Jurisdiction and venue for any suit between the Parties arising out of or connected with this Agreement, or the goods and services furnished hereunder, shall be in the US District Court for the Eastern District of Virginia or, if no federal jurisdiction, the state courts of Fairfax County, Virginia.

(d) Customer consents to personal jurisdiction in the Commonwealth of Virginia and any litigation under this Agreement, if commenced by Customer, must be brought exclusively in a Court of competent jurisdiction in Fairfax County, Virginia, without regard to conflicts of law principles. THE PARTIES HEREBY MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY. The rights and remedies herein reserved to Peraton shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

Article 20: Compliance with Laws

In addition, Peraton, in the performance of this Agreement, agrees to the following:

(a) *Performance*: To perform its obligations in compliance with and in support of all applicable local, state, and federal laws, orders, rules, regulations, declarations, and ordinances including, but not limited to, its obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity, including ensuring nondiscrimination on the basis of age, sex, race, color, religion, disability, national origin, genetic information or veteran status; affirmative action, including developing a written affirmative action program if it meets regulatory size and contract value thresholds defined at 41 CFR 60-2; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

(1) In the event the performance of this Agreement requires licenses, permits, or prior approval from any government body, Customer shall procure all licenses or permits, and pay all fees, and other required charges, and shall comply with of all applicable guidelines and directives of any local, state, and/or federal governmental authority. Customer warrants that in all countries in which it does business, its operations and shipments comply with all applicable laws and regulations regarding security.

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Customer further represents that it will cooperate with Peraton in taking any actions that Peraton reasonably believes are necessary to comply with the regulatory obligations impacting this Agreement.

(2) If: (i) Peraton's contract price, cost or fee is reduced; (ii) any fines, penalties, or interest are assessed on Peraton; or (iii) Peraton incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Customer, its officers, employees, agents, suppliers, or subcontractors at any tier, Peraton may proceed as provided for in (4) below.

(3) Upon the occurrence of any of the circumstances identified in paragraph (2) above, Peraton may request an equitable adjustment (in whole or in part) in the price, cost or fee of this Agreement or any other contract with Customer, and/or may demand payment (in whole or in part) of the corresponding amounts. Customer shall promptly pay amounts so demanded. Such sums shall not be considered allowable costs under any provision of this Agreement. In the case of withholding(s), Peraton may withhold the same amount from Customer under this Agreement.

(b) *Anti-Corruption*: Customer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (ii) the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier, and (iii) the laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Supplier's country or any country where performance of this Agreement will occur.

In carrying out its responsibilities under this Agreement –

(1) Customer represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist Peraton or Customer in obtaining or retaining business or directing business to any person.

(2) No owner, partner, officer, director or employee of Customer or of any parent or subsidiary company of Customer is or will become an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Agreement, unless such person obtains the prior written approval of Peraton.

(3) Customer has not made and will not make, either directly or indirectly, any improper payments.

(4) Customer has not made and will not make any facilitating payment (as that term is defined in the FCPA) without the prior written approval of Peraton.

Article 21: Termination

(a) *Termination for Cause*. [RESERVED. See Paragraph 2.4 of the Agreement.].

(b) *Termination for Convenience.* [RESERVED. See Paragraph 2.4 of the Agreement.].

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Article 22: Intellectual Property

Peraton warrants that the Work performed or delivered under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Peraton agrees to defend, indemnify, and hold harmless Customer and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Agreement infringes or otherwise violates the intellectual property rights of any person or entity.

Article 23: Warranties; Remedies

(a) *Warranties*. Unless specified to the contrary in the Scope of Work, for a period commencing on the date of successful completion of the Work, or acceptance by beneficial use, whichever occurs first, and thirty (30) days thereafter, PERATON warrants that (i) the software provided by it under this Agreement shall perform in accordance with the Quote; and (ii) the services performed by it under this Agreement shall be performed in accordance with the ordinary skill and care which would be reasonably executed by those who are knowledgeable, trained and experienced in rendering the services required at the time such services are performed. The warranty and maintenance for equipment shall be in accordance with the provisions received from the supplier. No such performance warranties are applicable to Time and Materials quotes.

THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, OR CUSTOM OR USAGE OF TRADE.

THIS WARRANTY DOES NOT APPLY IF THE HARDWARE AND/OR SOFTWARE DELIVERED HEREUNDER (A) HAS BEEN ALTERED OR MODIFIED, EXCEPT BY SELLER; (B) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH INSTRUCTIONS PROVIDED BY SELLER; (C) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, MISUSE, NEGLIGENCE, OR ACCIDENT; OR (D) IS USED IN ULTRA-HAZARDOUS ACTIVITIES.

(b) *Remedies*. (1) If, during the warranty period specified in Section a., above, Customer (a) discovers that the equipment provided by PERATON under this Agreement is not in accordance with the express warranty set forth in Section a., and (b) notifies PERATON in writing, of such, then PERATON shall,

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without charge to Customer and on behalf of Customer, be responsible for the enforcement of, or will perform without charge, the applicable obligations which the supplier of such equipment may have with respect to repairing or replacing such equipment to the extent necessary to correct such defects.

(2) If, during the warranty period specified in Section a., above, Customer (a) discovers reproducible defects in the software provided by PERATON under this Agreement, such that the software will not perform in accordance with the express warranty set forth in Section a., and (b) notifies PERATON, in writing, of such defects, then PERATON shall, without charge to Customer, correct such defects.

(3) If, during the warranty period specified in Section a., Customer (a) discovers that the services performed by PERATON under this Agreement had not been performed in accordance with the express warranty set forth in Section (a)., and (b) notifies PERATON in writing of such faulty services, then PERATON shall, without charge to Customer, re-perform such services to the extent necessary to correct the fault therein.

(4) Every claim that PERATON's goods or services are faulty shall be deemed waived unless such claim is made in writing during the warranty period specified in a. above.

(5) THE REMEDIES SET FORTH IN THIS SECTION B. ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO THE CUSTOMER RELATING TO WARRANTIES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

Article 24: Limitation of Liability and Indemnification

(a) LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EACH PARTY'S OBLIGATIONS OF INDEMNIFICATION, INTELLECTUAL PROPERTY INFRINGEMENT AND NON-DISCLOSURE OF PROPRIETARY INFORMATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, STRICT LIABILITY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PERATON'S CUMULATIVE LIABILITY TO SUPPLIER WITH RESPECT TO ANY CLAIMS, DEMANDS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THEORY OF LAW, SHALL NOT EXCEED THE TOTAL VALUE OF THE ORDER, OR ORDERS THAT GIVE RISE TO THE CLAIM OR DEMAND.

(b) Indemnification. Subject to the terms of this Article, each Party hereto (in such capacity, the "Indemnitor") shall indemnify, defend and hold harmless the other Party (in such capacity, the "Indemnitee") from and against any and all claims, demands, suits, judgments, settlements, damages or other losses (including reasonable attorneys' fees and costs of suit) incurred by the Indemnitee (i) as a result of damage to property or injury to person (including death) arising from the negligence or willful misconduct of the Indemnitor, its employees, representatives or agents in the performance of this Agreement; (ii) in connection with a third party claim against the Indemnitee arising as a consequence of the breach by the Indemnitor, its employees, representatives or agents, of any representation warranty or covenant given by the Indemnitor under this Agreement; and (iii) for a violation of applicable laws, regulations or government order. The Indemnitor's obligation to indemnify the Indemnitee hereunder is conditioned on the Indemnitee: (1) giving the Indemnitor prompt written notice of any claim for which indemnification will be sought, (2) allowing the Indemnitor to assume exclusively the control of the defense and settlement of such claim (it being understood that the Indemnitee shall have the right, at its sole cost, to participate in but not control the defense of such claim, with counsel of its own choosing), and (3) cooperating reasonably with the Indemnitor in the defense and settlement of a claim assumed by the Indemnitor hereunder, at the Indemnitor's cost.

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Article 25: Nondisclosure of Proprietary Information

(a) *Definitions.* For purposes of this clause, "Proprietary Information" means confidential, proprietary or non-public information or materials owned or controlled by a Party, including by way of example and not limitation, inventions (whether or not patentable or reduced to practice), trade secrets, techniques, processes, procedures, test criteria, concepts and designs (including without limitation sketches, drawings and models), know-how, algorithms and models, computer software (whether in source or object code form) and documentation related thereto, research, experimental and development work and results therefrom, design details and specifications, technical data, customer information, and business or financial information, including without limitation information related to future business plans, customer solicitations, and initiatives, sources of material and supply and other sensitive business information. Subject to the conditions set forth in the immediately following paragraph, Proprietary Information of a Party (in such capacity, the "Discloser") disclosed or made available to or otherwise accessed by the other Party (the "Recipient") pursuant to the discussions contemplated hereunder shall be considered "Proprietary Information" and subject to the terms and conditions of this Agreement regardless of how disclosed or by what medium or means, including without limitation disclosures effected in writing, by delivery of items, by initiation of access, including, by way of example, in an electronic data repository, or by oral and/or visual presentation.

In order to be deemed Proprietary Information under this Agreement, information or materials comprising or containing a Discloser's Proprietary Information must be conspicuously marked with the Discloser's restrictive legend at the time of disclosure, provided that nothing in the foregoing shall be deemed to render such information or materials non-proprietary if disclosed in non-written form, where the Discloser identifies to the Recipient that such information or material is proprietary at the time of initial disclosure, and, within 14 days thereafter, the Discloser provides the Recipient with written confirmation of the Proprietary Information so disclosed.

Notwithstanding the above, Proprietary Information shall not include any information, data, or materials that:

(1) are received by or made available to Recipient without restriction from another source, where such source has not breached any duty of confidentiality to Discloser; or

(2) are or become generally available to the public other than by Recipient's breach of this Agreement; or

(3) were already known to the Recipient prior to disclosure of the Proprietary Information without obligation of confidentiality, as can be substantiated by written documentation; or

(4) are independently developed by the Recipient without use of, or access or reference to Discloser's Proprietary Information, as can be substantiated by written documentation.

"Confidential Information" means any information or data disclosed that (i) is marked at the time of disclosure as proprietary or confidential, (ii) is concerning or related to Peraton's or Customer's products (including the discovery, invention, research, improvement, plans, roadmaps, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any Peraton Information Systems, Peraton or Customer technical data, Peraton or Customer's customers, the Agreement, any and all pricing information whether or not in the Agreement, (iii) is or concerns any Customer provided information; or (iv) if orally disclosed, is identified at the time of disclosure as proprietary or confidential and is described as such in a written summary delivered to the Supplier within thirty (30) days of disclosure.

(b) Except as expressly provided herein, the Recipient agrees not to use, disclose or otherwise disseminate any Proprietary or Confidential Information of the other Party ("Discloser"). Recipient shall use the same care and discretion in securing and safeguarding the Proprietary or Confidential Information of Discloser as it uses to secure and safeguard its own Proprietary Information, but in no event less than reasonable care.

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The Recipient also agrees to implement appropriate physical and/or electronic controls to secure Discloser's Proprietary or Confidential Information, to avoid unauthorized or inadvertent disclosure. Recipient further agrees to segregate Discloser's Proprietary Information from its own materials and the material of others, and not to combine or otherwise aggregate, in whole or in part, Discloser's Proprietary or Confidential Information with the information or materials of Recipient or other Persons. Recipient shall not remove, delete, alter or obscure any proprietary rights legend(s) included in Discloser's Proprietary or Confidential Information.

(c) Recipient shall use Proprietary or Confidential Information only in connection with discussions, deliberations and analyses related to the purpose of this Agreement and for no other reason.

(d) Recipient may, as reasonably necessary to fulfill the purpose of this Agreement, reproduce the Discloser's Proprietary or Confidential Information. All copies or other reproductions of Proprietary or Confidential Information, in whole or in part shall be deemed Proprietary or Confidential Information of the applicable Discloser hereunder, and subject to the terms, conditions and restrictions of this Agreement.

(e) Recipient may disclose Proprietary or Confidential Information to its employees, directors, officers, and agents who have a need to know and/or use such Proprietary Information in furtherance of the performance of this Agreement. Recipient shall, prior to any disclosure or delivery of Discloser's Proprietary or Confidential Information pursuant to this subparagraph (e), obtain from each such person a written agreement binding such person to a duty of confidentiality with respect to such Proprietary or Confidential Information no less restrictive than that applying to Recipient hereunder.

(f) Recipient shall not provide or disclose a Discloser's Proprietary or Confidential Information to any other person, including for the avoidance of doubt, any affiliate of Recipient, without first (A) obtaining from Discloser consent to such disclosure, and (B) entering into or having in place a non-disclosure and confidentiality agreement with such person obligating such person to maintain the confidentiality of such Proprietary or Confidential Information.

(g) In the event the Discloser provides written authorization to the Recipient to disclose Proprietary or Confidential Information to the United States government in connection with the above-stated Purpose, the Receiver shall:

(1) Identify the Proprietary or Confidential Information as belonging to the Discloser, and

(2) Mark the Proprietary or Confidential Information with appropriate restrictive legends as being subject to 18 U.S.C. Section 1905 (Trade Secrets Act), or other relevant laws, to protect the Discloser's rights in the Proprietary Information.

(h) Recipient may disclose Proprietary or Confidential Information when required by law or directed by an authorized representative of the U.S. government acting within the scope of his or her authority. In such cases the Recipient shall, to the extent permitted by law or regulation: (i) give the Discloser prompt notice; and (ii) make a reasonable effort to obtain appropriate protection; and (iii) provide the Discloser with every available opportunity to challenge, appeal, or seek modification of such order; and (iv) shall identify the Discloser as the source of the Proprietary or Confidential Information; and (v) include all restrictive legends in any released Proprietary or Confidential Information.

(i) Nothing in this Agreement shall be construed to prevent a Party from:

(1) Disclosing Proprietary or Confidential Information constituting trade secrets (as defined at 18 U.S.C. 1839 (De-fend Trade Secrets Act)) of the other, so long as such disclosure: (A) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of law; or

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(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or

(2) Lawfully reporting waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

(j) *Exclusions*. The foregoing confidentiality obligations will not apply to Confidential Information that (a) is already known to the receiving party prior to disclosure by the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received from a third party by the receiving party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law; or (f) is disclosed by the receiving party with the prior written approval of the disclosing party.

Article 26: Insurance

Peraton, at their own expense, during the term of this Agreement and any Orders, including extensions the insurance outlined below.

(a) Commercial General Liability Insurance covering bodily injury and property damage arising out of premises, operations, completed operations and products of the Peraton with a limit of no less than $1,000,000 per occurrence/ $2,000,000 general aggregate. Coverage to include the following extensions: Contractual Liability, Independent Contractor's Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage. Policies shall be endorsed to name Customer, its directors, officers, and employees, where required by Peraton's contract with its customer, as Additional Insureds.

(b) Business Automobile Liability: To the extent that automobiles are used in performance of Peraton's duties under this Agreement, Business Automobile Liability policies shall be for an amount of at least $2,000,000 combined single limit for bodily injury and property damage; $2,000,000 annual aggregate.

(c) Workers' Compensation Insurance as required by applicable Federal and State workers' compensation and occupational disease statutes and Employer's Liability Insurance with a limit no less than $1,000,000 per employee/accident/disease. Where applicable, Peraton shall provide evidence of United States Longshore & Harborworkers' Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States.

(d) Professional Liability/Errors and Omissions policies for damages (including financial loss) caused by any acts, errors and omissions arising out of Peraton's performance or failure to perform professional services: $1,000,000 per claim.

(e) Any other insurance that is required by Customer or determined to be required upon the review by Peraton, based on the Statement of Work or specifications of this Agreement. Such requirement will be communicated to Customer in writing.

Article 27: Recruitment of Team Member Employees

It is expressly agreed and understood by the Parties that, during the course of this Agreement, neither Party shall directly or indirectly solicit personnel of the other Party whom the other Party knows or should know are engaged in performance of this Agreement for the purpose of inducing them to join such other Party's employ. The foregoing shall not prohibit either Party from having employment discussions with, or hiring, employees of the other Party who: 1) have terminated employment with the other Party of their own volition; 2) respond to or apply for positions offered through the normal process of general public advertisement; or 3) are hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit such person) not specifically directed to employees of the Parties.

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Article 28: Waiver/Cumulative Remedies

Failure by either party to enforce any of the provisions of this Agreement or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

Article 29: Equal Opportunity Employer

Peraton is an equal opportunity employer. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws**.**

Article 30: Severability

Each clause, paragraph and subparagraph of this Agreement is severable. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby. In the event that any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the federal, state, or local government having jurisdiction over this Agreement, Peraton agrees to negotiate a replacement provision, construed to accomplish its originally intended effect that does not violate such law or regulation.

Article 31: Survival

Termination or expiration of this Agreement for any reason shall not release either Party from the liabilities or obligations set forth in said Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including without limitation provisions relating to payment, funding, warranty, indemnification, intellectual property, confidentiality/non-disclosure, compliance with law, disputes, and compliance with applicable law, governing law, insurance, limitation of liability, security, and notices.

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EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated September 19, 2025, attached as Exhibit A, and summarized here.

Price and Payment Details	Amount	Total Due
Total Price: Installation, SW License & 2 Years Maintenance		$ 215,730.00
Payment Milestones		
At Issuance of Purchase Order or Contract		$ 118,740.00
Software License (100%)	$ 52,500.00	
Implementation Labor (50%)	$ 66,240.00	
At Installation of Gateway & SQL Database		$ 33,120.00
Implementation Labor (25%)	$ 33,120.00	
At GoLive and Acceptance		
Implementation Labor (25%)	$ 33,120.00	$ 48,120.00
Year 1 Maintenance (100%)	$ 15,000.00	
Year 2 Maintenance (100%)		
Year 2 Maintenance (100%)	$ 15,750.00	$ 15,750.00
Due Prior to start of Year 2 Maintenance		

Amazon Web Services (AWS) Estimated Price – Reserved Option

Monthly AWS Usage Estimate - $1,377.00

Annual AWS Usage Estimate - $16,524.00

The AWS monthly usage will fluctuate based on actual usage.

Peraton will invoice County monthly based on actual usage and payment is due within 30 days of receipt of invoice.

Actual start date will be determined based on availability of Peraton resources at receipt of fully executed purchase order and the Central Square schedule to complete Hub installation translations to enable CAD to CAD transactions to be sent and received between Peraton LNU Altaris™ CAD Peraton CAD to CAD Gateway, the Central Square Napa Hub, and Napa City Central Square Enterprise CAD. Additionally, Peraton cannot begin Gateway Translations or SQL Database configuration until both the Gateway and SQL Database environments have been installed. (See: Exhibit A, Attachment B - Peraton CAD to CAD Gateway and SQL Server Requirements.)

Payment shall be made by the County within 30 days of the receipt of an invoice from Peraton.

Maintenance begins at Project Acceptance.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1809

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Approval of Emergency Access Easement Deed with Napa County Land Trust

RECOMMENDATION

Approve and authorize a Certificate of Acceptance for an Emergency Access Easement Deed with the Napa County Land Trust to allow for right of ingress and egress on Assessor's Parcel Nos. 025-030-018 and 025-030-019. (No Fiscal Impact; Discretionary)

BACKGROUND

The Emergency Access Easement Deed facilitates the right of ingress and egress along the existing roadway that traverses the Napa County Land Trust owned Assessor's Parcel Nos. 025-030-018 and 025-030-019. These parcels are adjacent to the California Department of Forestry owned Las Posadas State Forest and join the state forest and landowners on the other side, the roadway of which terminates on Chiles Pope Valley Road.

The Easement Deed further allows the County to contain any vegetative maintenance on either side of the existing roadway in compliance with the Road Standards or as otherwise required by law.

Recommended Action: approve and authorize a Certificate of Acceptance for an Emergency Access Easement Deed with the Napa County Land Trust to allow for right of ingress and egress on Assessor's Parcel Nos. 025-030-018 and 025-030-019.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No

Future fiscal impact:	Cost to maintain roadside vegetation in future years.
Consequences if not approved:	Without the Easement Deed, ingress and egress access to the parcels will not be possible.
Additional Information	This item aligns with the County's strategic initiative to Elevate County Service and Workforce Excellence.

ENVIRONMENTAL IMPACT

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

CERTIFICATE OF ACCEPTANCE

EMERGENCY ACCESS EASEMENT DEED

(APN 025-030-018, 025-030-019)

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by Emergency Access Easement Deed by NAPA COUNTY LAND TRUST, a California nonprofit organization dba The Land Trust of Napa County ("GRANTOR") to NAPA COUNTY ("GRANTEE"), a political subdivision of the State of California, is hereby accepted by order of the County Board of Supervisors on _____, 2025, and the County consents to the recordation thereof by its duly authorized officer.

Date: _____

_____
ANNE COTTRELL
Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: October 16, 2025 [*PL 140626*]	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Recorded at the Request of:
Napa County

When Recorded Return To:
Napa County
Fire Administrator's Office
1195 Third Street, Suite 310
Napa, CA 94558

No Tax Due: Exempt Transfer
Rev & Tax Code § 11922

Exempt from recording fee: Gov. Code § 27383

PORTIONS OF APN 025-030-018, 025-030-019

Space Above This Line for Recorder's Use

EMERGENCY ACCESS EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Napa County Land Trust**, a California nonprofit organization doing business as The Land Trust of Napa County, hereinafter referred to as "**GRANTOR**," hereby GRANTS to **Napa County,** a political subdivision of the State of California, hereinafter referred to as "**GRANTEE**," a permanent easement and a right of way for emergency access ("**Easement**"), subject to limitations set forth below, forty (40) feet in width, the center line of which is along the existing roadway, with the right of ingress and egress of emergency vehicles for access over the property on the land described in Exhibit A attached hereto and made a part hereof by this reference (the "**Easement Area**"). Provided, however, the existing roadway shall not be widened or improved beyond what may be required under the Napa County Road and Street Standards ("**Road Standards**").

GRANTOR hereby covenants and agrees that no structures shall be constructed, erected, or placed upon the Easement Area that would materially impair the normal operation or use of the Easement Area for emergency vehicular purposes. GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures or trees within the area described for this Easement, which would interfere with the use of said Easement, for the purposes stated herein.

GRANTEE hereby covenants and agrees to contain any vegetative maintenance of the Easement of at least ten (10) feet from the edges of the existing roadway, except to the extent necessary according to the Road Standards or as otherwise required by law. GRANTEE hereby agrees to employ methods that minimize impacts outside of the Easement Area, including utilization of manual maintenance methods.

This instrument shall bind and inure to the benefit of the successors and assigns of the parties hereto.

In Witness whereof, GRANTOR executed this deed on the date written below.

NAPA COUNTY LAND TRUST
A California nonprofit organization dba
The Land Trust of Napa County

by _____
Doug Parker, CEO

Date: 11/1/24

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Napa)

On November 1, 2024 before me, C. Sherwood,

Notary Public personally appeared Doug Parker

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE C. Sherwood

C. SHERWOOD
COMM. # 2411041
NOTARY PUBLIC • CALIFORNIA
NAPA COUNTY
Comm. Exp. AUG. 14, 2026

Exhibit A
Legal Description of Easement Area

The land referred to in this report is situated in the unincorporated area of the County of Napa, State of California, and is described as follows:

TRACT ONE:
PARCEL ONE:
A portion of the northeast quarter of Section 10, Township 8 North, Range 5 West, Mount Diablo Meridian, more particularly described as follows:

Beginning at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet; thence continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet, South 30°22'40" West 53.49 feet, along a curve to the left having a radius of 100 feet through a central angle of 49°56'56" an arc length of 87.18 feet, South 19°34'16" East 15.29 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 77°56'25" an arc length of 68.02 feet, North 82°29'19" East 42.05 feet, along a curve to the right having a radius of 60.00 feet through a central angle of 59°41'25" an arc length of 62.51 feet, South 37°49'16" East 96.83 feet, along a curve to the right having a radius of 50.00 feet through a central angle of 124°34'26" an arc length of 108.71 feet, South 86°45'10" West 22.18 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 133°47'29" an arc length of 116.76 feet, South 47°02'19" East 1.05 feet, along a curve to the right having a radius of 80.00 feet through a central angle of 43°38'05" an arc length of 60.93 feet, South 3°24'14" East 47.93 feet, along a curve to the right having a radius of 180.00 feet through a central angle of 12°07'35" an arc length of 38.10 feet, South 8°43'21" West 21.03 feet, along a curve to the left having a radius of 55.00 feet through a central angle of 47°19'42" an arc length of 45.43 feet and South 38°36'22" East 15.78 feet to the true point of beginning of this description; thence leaving said centerline southeasterly 1000 feet more or less to the northeast corner of the southeast quarter of said northeast quarter of said Section 10; thence along the east, south, and west lines of said southeast quarter the following courses: SOUTH 1320 feet more of less, WEST 1320 feet more or less, and NORTH 1320 feet more of less to the southeast corner of the northwest quarter of said northeast quarter; thence WEST along the south line of said northwest quarter 1000 feet more of less to the centerline of the existing dirt road which serves the lands of the State of California from Chiles-Pope Valley Road; thence northeasterly along said road centerline 1500 feet more of less to the true point of beginning.

APN 025-030-018

PARCEL TWO:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, and an existing roadway, 17 feet in width, extending from Chiles-Pope Valley Road to a point 60 feet southwest of the southwesterly line of the Catacula Rancho, which is more particularly described as follows:

Beginning at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence leaving said Rancho line along an existing deer fence, and the southwesterly projection thereof, North 40°29'00" East 1140.77 feet to the intersection thereof with the southwesterly right of way line of Chiles-Pope Valley Road as shown on said map; thence along said right of way line South 53°57'05" East 3.30 feet to engineers station 168+61.35 as shown on said map; thence continuing along said right of way line South

53°21'50" East (shown as South 55°22'14" East on Map No. 2673 filed July 18, 1975 in Book 19 of Surveys at pages 39 through 44 said County Records) 13.74 feet to the intersection thereof with an existing deer fence; thence leaving said right of way line along said deer fence and the southwesterly projection thereof, on a line parallel to and 17 feet southeasterly of the deer fence heretofore described, South 40°29'00" West 1141.72 feet to a point on said Catacula Rancho line, said point bearing South 50°16'26" East 17.00 feet from the point of beginning of this description; thence along said Rancho line South 50°16'26" East 11.50 feet; thence leaving said Rancho line South 40°29'00" West 60.26 feet; thence North 49°31'00" West 20.00 feet to the centerline of an existing dirt road, said point being South 50°16'26" East 8.50 feet and South 40°29'00" West 60.00 feet from the point of beginning of this description; thence continuing North 49°31'00" West 20.00 feet; thence North 40°29'00" East 52.72 feet, thence South 81°27'00" East 13.55 feet to the point of beginning.

PARCEL THREE:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, 20 feet in width, the southerly line of which is more particularly described as follows:

Beginning at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet to the true point of beginning of this description; thence continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet and South 30°22'40" West 20.00 feet, extending and shortening the sidelines of said 20 foot wide strip so as to provide a continuous strip of land from a point 60 feet southwesterly of the southwest line Catacula Rancho to the most southerly terminus of the last road course called herein.

PARCEL FOUR:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, 20 feet in width, the northerly line of which is more particularly described as follows:

Beginning at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet to the true point of beginning; continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet and South 30°22'40" West 20.00 feet, extending and shortening the sidelines of said 20 foot wide strip so as to provide a continuous strip of land from a point 60 feet southwesterly of the southwest line Catacula Rancho to the most southerly terminus of the last road course called herein.

PARCEL FIVE:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, 20 feet in width, the westerly line of which is more particularly described as follows:

Beginning at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula

Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet; thence continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet and South 30°22'40" West 20.00 feet to the true point of beginning of this description; thence continuing along said centerline the following courses: South 30°22'40" West 33.49 feet, along a curve to the left having a radius of 100 feet through a central angle of 49°56'56" an arc length of 87.18 feet, South 19°34'16" East 15.29 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 77°56'25" an arc length of 68.02 feet, North 82°29'19" East 42.05 feet, along a curve to the right having a radius of 60.00 feet through a central angle of 59°41'25" an arc length of 62.51 feet, South 37°49'16" East 96.83 feet, along a curve to the right having a radius of 50.00 feet through a central angle of 124°34'26" an arc length of 108.71 feet, South 86°45'10" West 22.18 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 133°47'29" an arc length of 116.76 feet, South 47°02'19" East 1.05 feet, along a curve to the right having a radius of 80.00 feet through a central angle of 43°38'05" an arc length of 60.93 feet, South 3°24'14" East 47.93 feet, along a curve to the right having a radius of 180.00 feet through a central angle of 12°07'35" an arc length of 38.10 feet, South 8°43'21" West 21.03 feet, along a curve to the left having a radius of 55.00 feet through a central angle of 47°19'42" an arc length of 45.43 feet and South 38°36'22" East 15.78 feet, extending and shortening the sidelines of said 20 foot wide strip so as to provide a continuous strip of land from the true point of beginning of this description to the southerly terminus of the last road course called herein.

PARCEL SIX:
An easement, 20 feet in width, for ingress, egress and utilities as granted by Easement Grant Deed recorded October 24, 2004 as Series Number 2004-0045120 of Official Records of Napa County.

PARCEL SEVEN:
Water Pipeline Easement as granted by document entitled, "Grant of Water Rights and Water Pipeline Easement" recorded March 28, 2005 as Series Number 2005-0011264 of Official Records of Napa County.

TRACT TWO:
PARCEL ONE:
A portion of both the north half of northeast quarter and Lot number 4 of Section 10, Township 8 North, Range 5 West, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet; thence continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet, and South 30°22'40" West 20.00 feet to the true point of beginning of this description; thence continuing along the center of said road the following courses: South 30°22'40" West 33.49 feet, along a curve to the left having a radius of 100 feet through a central angle of 49°56'56" an arc length of 87.18 feet, South 19°34'16" East 15.29 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 77°56'25" an arc length of 68.02 feet, North 82°29'19" East 42.05 feet, along a curve to the right having a radius of 60.00 feet through a central angle of 59°41'25" an arc length of 62.51 feet, South 37°49'16" East 96.83 feet, along a curve to the right having a radius of 50.00 feet through a central angle of 124°34'26" an arc length of 108.71 feet, South 86°45'10" West 22.18 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 133°47'29" an arc

length of 116.76 feet, South 47°02'19" East 1.05 feet, along a curve to the right having a radius of 80.00 feet through a central angle of 43°38'05" an arc length of 60.93 feet, South 3°24'14" East 47.93 feet, along a curve to the right having a radius of 180.00 feet through a central angle of 12°07'35" an arc length of 38.10 feet, South 8°43'21" West 21.03 feet, along a curve to the left having a radius of 55.00 feet through a central angle of 47°19'42" an arc length of 45.43 feet and South 38°36'22" East 15.78 feet; thence continuing along said centerline southwesterly 1500 feet more or less to the south line of said north half of the northeast quarter of Section 10; thence WEST along said south line to the southeast corner of said Lot 4; thence NORTH 200 feet more or less along the east line of said Lot 4 to the northeast corner of the southern 10-2/3 acres, more or less, of said Lot 4 as conveyed to J.M. Morris by Deed of record in Book 31 of Deeds at page 64, Napa County Records; thence northwesterly along said north line 1000 feet more of less to the southeast boundary of the La Jota Rancho; thence along the southeast boundary of the La Jota Rancho North 24°00' East 800 feet more or less to the north line of said Section 10; thence EAST along said north line 2000 feet more or less to a point which bears North 40°00'00" West from the true point of beginning; thence leaving said north line South 40°00'00" East to the true point of beginning.

APN 025-030-019

PARCEL TWO:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, and an existing roadway, 17 feet in width, extending from Chiles-Pope Valley Road to a point 60 feet southwest of the southwesterly line of the Catacula Rancho, which is more particularly described as follows:

BEGINNING at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence leaving said Rancho line along an existing deer fence, and the southwesterly projection thereof, North 40°29'00" East 1140.77 feet to the intersection thereof with the southwesterly right of way line of Chiles-Pope Valley Road as shown on said map; thence along said right of way line South 53°57'05" East 3.30 feet to engineers station 168+61.35 as shown on said map; thence continuing along said right of way line South 53°21'50" East (shown as South 55°22'14" East on Map No. 2673 filed July 18, 1975 in Book 19 of Surveys at pages 39 through 44 said County Records) 13.74 feet to the intersection thereof with an existing deer fence; thence leaving said right of way line along said deer fence and the southwesterly projection thereof, on a line parallel to and 17 feet southeasterly of the deer fence heretofore described, South 40°29'00" West 1141.72 feet to a point on said Catacula Rancho line, said point bearing South 50°16'26" East 17.00 feet from the point of beginning of this description; thence along said Rancho line South 50°16'26" East 11.50 feet; thence leaving said Rancho line South 40°29'00" West 60.26 feet; thence North 49°31'00" West 20.00 feet to the centerline of an existing dirt road, said point being South 50°16'26" East 8.50 feet and South 40°29'00" West 60.00 feet from the point of beginning of this description; thence continuing North 49°31'00" West 20.00 feet; thence North 40°29'00" East 52.72 feet, thence South 81°27'00" East 13.55 feet to the point of beginning.

PARCEL THREE:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, 20 feet in width, the southerly line of which is more particularly described as follows:

BEGINNING at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet to the true point of beginning of this description; thence continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central
angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc

length of 66.28 feet and South 30°22'40" West 20.00 feet, extending and shortening the sidelines of said 20 foot wide strip so as to provide a continuous strip of land from a point 60 feet southwesterly of the southwest line Catacula Rancho to the most southerly terminus of the last road course called herein.

PARCEL FOUR:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, 20 feet in width, the northerly line of which is more particularly described as follows:

BEGINNING at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet to the true point of beginning; thence continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet and South 30°22'40" West 20.00 feet, extending and shortening the sidelines of said 20 foot wide strip so as to provide a continuous strip of land from a point 60 feet southwesterly of the southwest line Catacula Rancho to the most southerly terminus of the last road course called herein.

PARCEL FIVE:
A non-exclusive easement for ingress, egress, roadway and all utility purposes within a strip of land, 20 feet in width, the westerly line of which is more particularly described as follows:

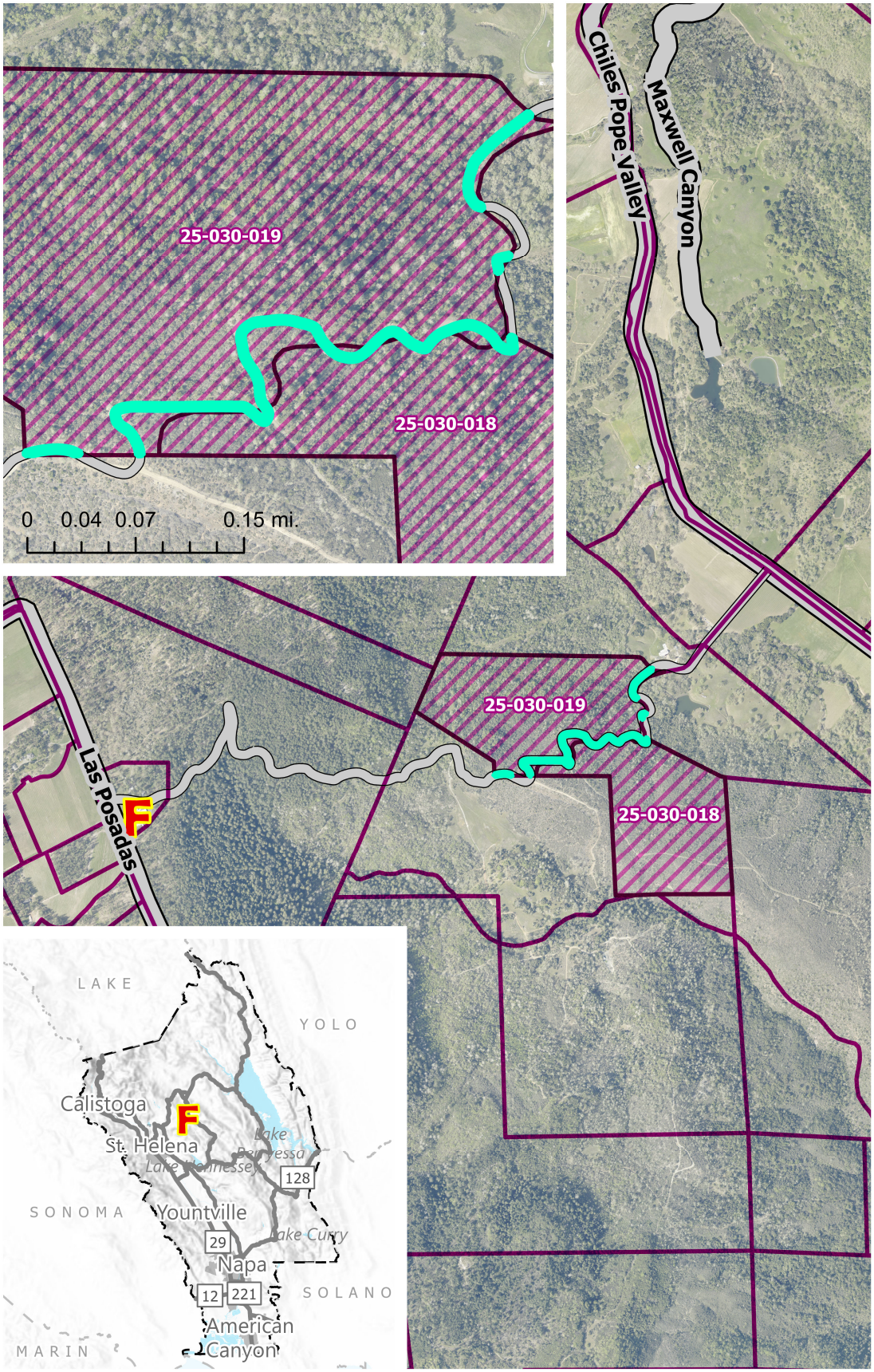
BEGINNING at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to the centerline of an existing dirt road; thence leaving said Rancho line along said centerline South 40°29'00" West 60.00 feet; thence continuing along said centerline the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet and South 30°22'40" West 20.00 feet to the true point of beginning of this description; thence continuing along said centerline the following courses: South 30°22'40" West 33.49 feet, along a curve to the left having a radius of 100 feet through a central angle of 49°56'56" an arc length of 87.18 feet, South 19°34'16" East 15.29 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 77°56'25" an arc length of 68.02 feet, North 82°29'19" East 42.05 feet, along a curve to the right having a radius of 60.00 feet through a central angle of 59°41'25" an arc length of 62.51 feet, South 37°49'16" East 96.83 feet, along a curve to the right having a radius of 50.00 feet through a central angle of 124°34'26" an arc length of 108.71 feet, South 86°45'10" West 22.18 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 133°47'29" an arc length of 116.76 feet, South 47°02'19" East 1.05 feet, along a curve to the right having a radius of 80.00 feet through a central angle of 43°38'05" an arc length of 60.93 feet, South 3°24'14" East 47.93 feet, along a curve to the right having a radius of 180.00 feet through a central angle of 12°07'35" an arc length of 38.10 feet, South 8°43'21" West 21.03 feet, along a curve to the left having a radius of 55.00 feet through a central angle of 47°19'42" an arc length of 45.43 feet and South 38°36'22" East 15.78 feet, extending and shortening the sidelines of said 20 foot wide strip so as to provide a continuous strip of land from the true point of beginning of this description to the southerly terminus of the last road course called herein.

PARCEL SIX:
A non-exclusive Easement for ingress, egress, roadway and all utility purposes within a strip of land, 20 feet in width, the northwesterly line of which is more particularly described as follows:

BEGINNING at a rebar and cap stamped LS 4510 at the most southerly corner of the lands of the Rachael Balyeat Revocable Trust as shown on Map No. 4449 filed February 13, 1991 in Book 27 of Surveys at pages 100 and 101 in the office of the Napa County Recorder, said rebar being on the southwesterly line of the Catacula Rancho; thence along said Rancho line South 50°16'26" East 8.50 feet to a point on the centerline of an existing dirt road; thence leaving said Rancho line South 40°29'00" West 60.00 feet; thence continuing along the center of said road the following courses: South 40°29'00" West 3.15 feet, along a curve to the left having a radius of 400.00 feet through a central angle of 7°38'53" an arc length of 53.39 feet, South 32°50'07" West 199.09 feet, along a curve to the right having a radius of 65.00 feet through a central angle of 77°52'41" an arc length of 88.35 feet, North 69°17'12" West 134.38 feet, along a curve to the left having a radius of 250.00 feet through a central angle of 62°15'08" an arc length of 271.63 feet, South 48°27'40" West 163.71 feet, along a curve to the left having a radius of 210.00 feet through a central angle of 18°04'59" an arc length of 66.28 feet and South 30°22'40" West 53.49 feet, along a curve to the left having a radius of 100 feet through a central angle of 49°56'56" an arc length of 87.18 feet, South 19°34'16" East 15.29 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 77°56'25" an arc length of 68.02 feet, North 82°29'19" East 42.05 feet, along a curve to the right having a radius of 60.00 feet through a central angle of 59°41'25" an arc length of 62.51 feet, South 37°49'16" East 96.83 feet, along a curve to the right having a radius of 50.00 feet through a central angle of 124°34'26" an arc length of 108.71 feet, South 86°45'10" West 22.18 feet, along a curve to the left having a radius of 50.00 feet through a central angle of 133°47'29" an arc length of 116.76 feet, South 47°02'19" East 1.05 feet, along a curve to the right having a radius of 80.00 feet through a central angle of 43°38'05" an arc length of 60.93 feet, South 3°24'14" East 47.93 feet, along a curve to the right having a radius of 180.00 feet through a central angle of 12°07'35" an arc length of 38.10 feet, South 8°43'21" West 21.03 feet, along a curve to the left having a radius of 55.00 feet through a central angle of 47°19'42" an arc length of 45.43 feet and South 38°36'22" East 15.78 feet to the true point of beginning of this description; thence continuing along said centerline southwesterly 1500 feet more or less to the south line of said north half of the northeast quarter of Section 10, Township 8 North, Range 5 West, Mount Diablo Meridian, extending or shortening the sidelines of said 20 foot wide strip so as to provide a continuous strip of land from the southerly terminus of the 15.78 foot course called herein to the south line of the north half of the northeast quarter of said Section 10.

PARCEL SEVEN:
An Easement for utility purposes as granted by "Grant of Easement and Easement Agreement for Utilities", recorded August 24, 2004 as Series Number 2004-0035702 of Official Records of Napa County.

PARCEL EIGHT:
An Easement for water system as granted by "Agreement for Grant of Easements and Water Rights", recorded August 24, 2004 as Series Number 2004-0035703 of Official Records of Napa County.



Legend

- Segments under consideration
- Fire road
- Major roads
- Parcels under consideration
- Parcels
- Fire Station

FOR REFERENCE ONLY

0 0.13 0.25 0.5 mi.

Scale: 1:21,539

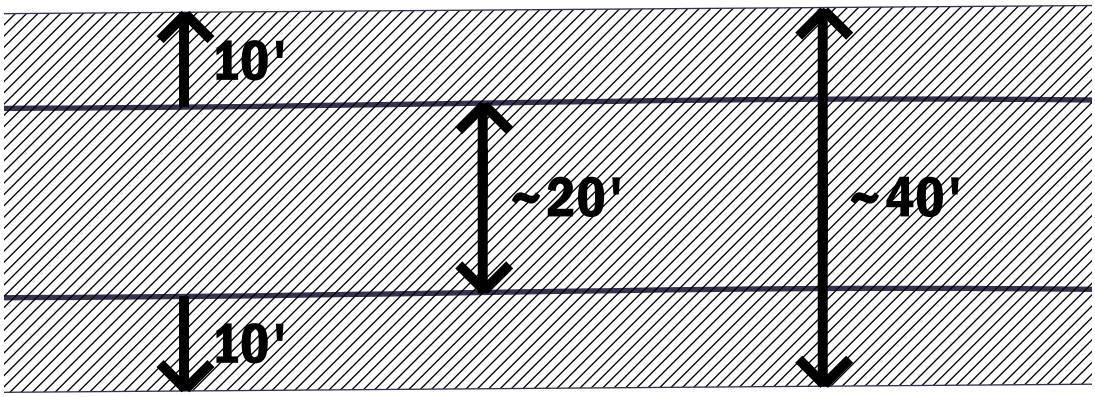
Spatial Reference:
NAD 1983 StatePlane
California II FIPS 0402 Feet
GCS North American 1983
Lambert Conformal Conic

Napa County Land Trust
Emergency Access Deed Map

Napa County Fire Administration

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

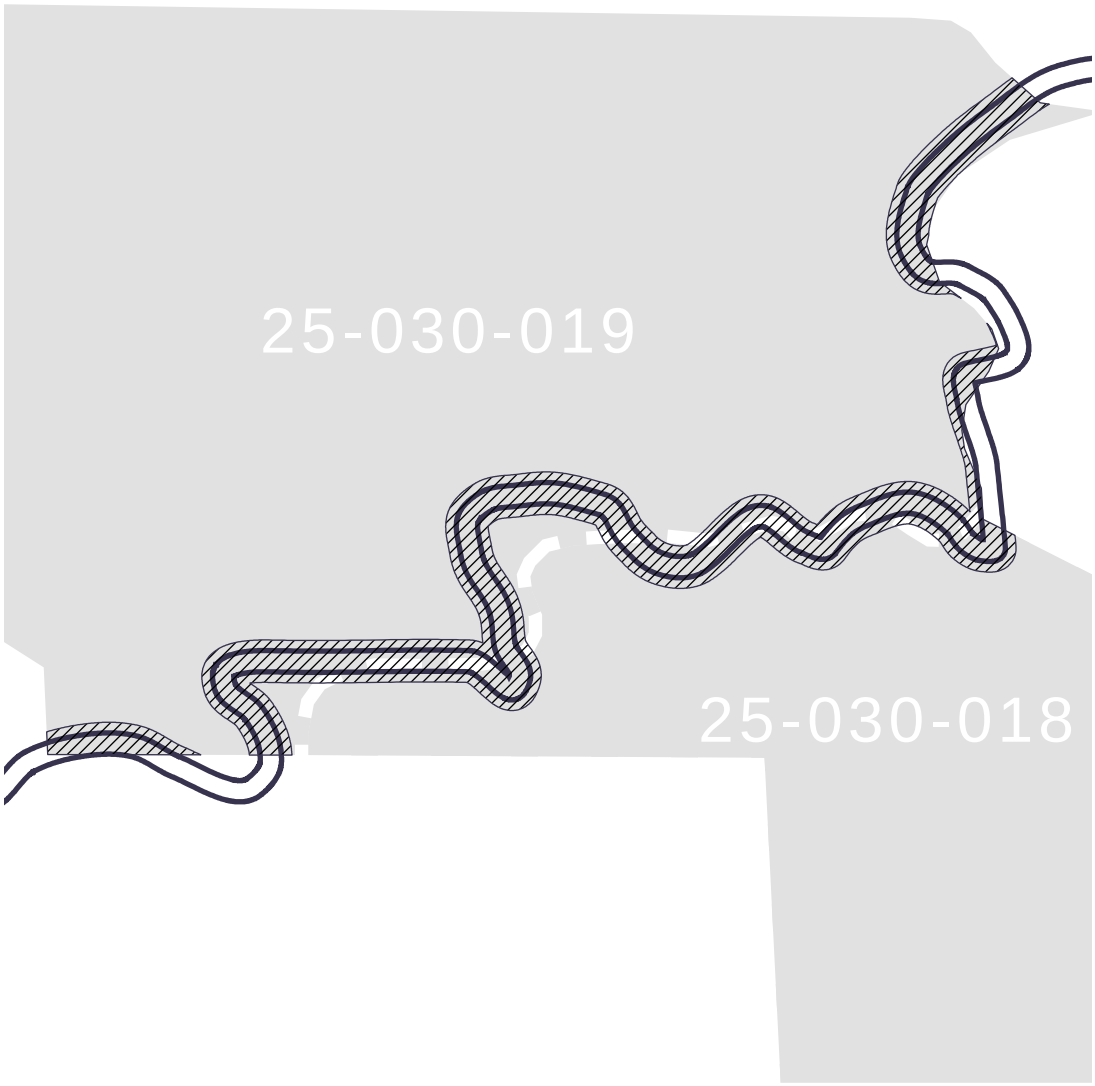
Detail



Legend

- Segments under consideration
- Fire road
- Parcels under consideration

Entire Area



FOR REFERENCE ONLY

0 0.03 0.05 0.1 mi.

Scale: 1:4,340

Spatial Reference:
NAD 1983 StatePlane
California II FIPS 0402 Feet
GCS North American 1983
Lambert Conformal Conic

Napa County Land Trust
Emergency Access Deed Drawings

Napa County Fire Administration

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

1195 THIRD STREET
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1813

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Volunteer Fire Company Site Use Agreement

RECOMMENDATION

Approve and authorize Amendment No 1. to Agreement No. 240236B for the Site Use Agreements for the Dry-Creek Lokoya Volunteer Fire Department, a not-for-profit organization, for use of fire station facilities by the Napa County Fire Department. (No Fiscal Impact)

BACKGROUND

Today's action seeks to amend the current Site Use Agreements with one of the seven non-profit volunteer fire department associations that own or have the right to occupy fire stations for the County Fire Department use of the buildings in Dry Creek-Lokoya.

In 2014, the County entered into a Memorandum of Agreement with nine nonprofit volunteer fire department associations (Angwin, Carneros, Capell Valley, Deer Park, Dry Creek-Lokoya, Gordon Valley, Pope Valley, Rutherford, and Soda Canyon) as part of the unification of the County Fire Department. At that time, eight of the nonprofit associations signed a site use agreement to define what the associations and the County are required to provide, such as storage of apparatus and supplies in various locations in unincorporated Napa County, and what the County will fund to operate the station, including utilities, phone lines, internet connections, signage, etc. The Site Use Agreements also define indemnification, insurance, and maintenance requirements. There is no cost to rent or use the facilities, and expenses related to operating or upgrading the facilities will be included in the regular County budgeting process.

The facilities are unique in that they are designed to house and equip Fire Department apparatus, are located strategically throughout the County, and are used by the non-profit volunteer fire departments for fire prevention and fire protection purposes.

In October 2024, the County replaced the volunteer fire station Memorandum of Agreement for volunteer firefighting services with individual volunteer agreements. The current Site Use Agreements refer to the now replaced Memorandum of Agreement and this action seeks to remove this reference, insert a contract conclusion date, update the address of the Fire Department, and clarify terminology. Four of the seven agreements have been previously approved by the Board of Supervisors, one is presented with this action and the remaining two are in progress.

Per Government Code sections 23004, 25330, and 25335, the Board is authorized to enter into these agreements with the nonprofit organizations.

Requested Actions:

Approval of the Site Use Agreement Amendment with non-profit volunteer fire department associations Dry Creek-Lokoya Volunteer Fire Department (No. 240236B) for use of a fire stations located at 5900 Dry Creek Road, Napa, CA and 3132 Mt. Veeder Road, Napa, CA.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	2100 Fire Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The County uses volunteer firefighters for emergency response in unincorporated areas. Many of the stations the volunteers operate from are owned by a non-profit membership association. The Site Use Agreement designates the role and responsibilities of the County and the owner/occupant of the building
Is the general fund affected?	No
Future fiscal impact:	The need for funding will be reviewed by the Napa County Fire Chief on an annual basis and budgeted accordingly. Recommended projects will be included in the budget request to the Board of Supervisors.
Consequences if not approved:	If this agreement is not approved, the County will not have a formal agreement with the building owners/users of the fire stations from which the County volunteers operate.
Additional Information	This item aligns with the Count's strategic initiative to Elevate County Service and Workforce Excellence.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code

of Regulations, title 14, section 15378 (State CEQA Guidelines) and, therefore, CEQA is not applicable.

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 240236B

SITE USE AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") **TO AGREEMENT NO.** 240236B is made and entered into as of October 22, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and DRY CREEK-LOKOYA VOLUNTEER FIRE DEPARTMENT, hereinafter referred to as "DRY CREEK-LOKOYA." COUNTY and DRY CREEK-LOKOYA may be referred to in this Agreement individually, as "Party" and collectively, as "Parties."

RECITALS

WHEREAS, as of February 6, 2024, COUNTY and DRY CREEK-LOKOYA entered into Site Use Agreement, Napa County Agreement No. 240236B ("Agreement"), whereby DRY CREEK-LOKOYA agreed to allow COUNTY to use the volunteer fire station facility for COUNTY Fire Department purposes under the terms and conditions set forth in the Agreement; and

WHEREAS, in October 2024, the COUNTY replaced the volunteer fire station Memorandum of Agreement for volunteer firefighting services, referenced in the Agreement, with individual volunteer firefighters Volunteer Agreements.

WHEREAS, COUNTY continues to need the use of volunteer fire station facilities and DRY CREEK-LOKOYA is willing to and able to continue to provide such facilities; and

WHEREAS, COUNTY and DRY CREEK-LOKOYA now wish to amend the Agreement to reflect the change to the use of individual Volunteer Agreements, the definition of "Company," to clarify the term of the Agreement, and to update the addresses for notices and billing.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and DRY CREEK-LOKOYA hereby amend Agreement No. 240236B, as follows:

1. Section 1. DEFINITIONS of the Agreement as the following terms are hereby amended to read as follows:

COMPANY: This refers to DRY CREEK-LOKOYA VOLUNTEER FIRE DEPARTMENT, a non-profit association.

PREMISES: This refers to the properties located at:

(a) 5900 Dry Creek Road, Napa, CA 94558 (APN 027-310-026-000). The real property upon is owned by COUNTY. The structures including a two (2) bay garage, kitchen, training room, storage shed, and restroom on the real property are owned by DRY CREEK-LOKOYA. This site shall be referred to individually in this Agreement as the "DRY CREEK PREMISES."

(b) The garage located at 3132 Mt. Veeder Road, Napa 94558 (APN 034-080-013-000). The property upon which the garage is situated is owned by Daniel Binner & Donna Keeney.

2. Section 3. TERM, section 3.1, of the Agreement is hereby amended as follows:

This Agreement shall expire on June 30, 2027. However, 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 a total of ten (10) years, unless (1) either party gives the other party written notice of intention not to renew no less than ninety (90) days prior to the expiration of the then current term or (2) as detailed in section 3.2, below.

3. Section 4.2, subd. i, of the Agreement is hereby amended to read as follows:

All bills for the COUNTY sent from the vendor directly to the Napa County Fire Department at: 951 California Blvd, Napa, CA 94559.

4. Section 13. NOTICES, of the Agreement is hereby amended in part as to the location for notices to the County, as follows:

COUNTY:
Napa County Fire Administrator
1195 Third Street, Suite 310
Napa, CA 94559

5. Electronic Signatures. This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

6. This Amendment No. 1 shall be effective as of the date first written above.

7. Except as provided in Paragraphs 1 through 6, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

DRY CREEK-LOKOYA VOLUNTEER FIRE DEPARTMENT:

By Joseph Nordlinger
JOSEPH NORDLINGER, Board Chairperson

COUNTY:

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

By Jeffrey Rogers
JEFFREY ROGERS, Fire Administrator

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* (e-sign) Deputy County Counsel Date: July 11, 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: _____

Signature: Joseph Nordlinger
Joseph Nordlinger (Jul 17, 2025 16:04 PDT)
Email: joe@napafirewise.org

Signature: Jeffrey Rogers (Jul 17, 2025 16:06 PDT)
Email: jr.rogers@countyofnapa.org

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1630

TO: Board of Supervisors

FROM: Allison Haley - District Attorney

REPORT BY: Sophie Johnson - Staff Services Manager

SUBJECT: Out of State Travel Request

RECOMMENDATION

Approve out-of-state travel for Allison Haley, District Attorney, to Atlanta, Georgia from December 7 - 11, 2025 to attend Strategies for Instructional Excellence. (Fiscal Impact: $3,700 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The District Attorney, will attend the National Criminal Justice Training Center (NCJTC) course titled "Strategies for Instructional Excellence" to be held in Atlanta, Georgia.

The Strategies for Instructional Excellence course is a professional development opportunity designed to strengthen the instructional and facilitation skills of criminal justice professionals involved in training, community education, and staff development. The training provides evidence-based strategies and best practices to enhance instructional delivery and learner engagement, with a focus on developing the core skills necessary to improve the effectiveness of staff-led trainings and community education initiatives.

District Attorney Haley, will be in a position to share the knowledge gained from this conference with the Napa law enforcement agencies, Attorney's, the Victim Advocates, and non-profit agency partners.

Requested Action:

Approve out of state travel for District Attorney Allison Haley to Atlanta, Georgia from December 7 - 11, 2025

to attend Strategies for Instructional Excellence.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	District Attorney
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Participation in this training for District Attorney Allison Haley demonstrates our commitment to professional excellence and best practices in justice education and training. DA Haley will share knowledge acquired from the conference with local law enforcement agencies, attorney's, victim advocates, and nonprofit agency partners.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	The County of Napa will miss the opportunity to review best practices in justice education and training, and DA Haley will be unable to share that knowledge with other law enforcement partners.
Additional Information	This item aligns with the County's strategic initiative to Elevate County Service and Workforce Excellence.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1740

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Revenue Agreement No. 260174B with the California Department of Public Health, California Tobacco Prevention Program

RECOMMENDATION

Approve and authorize Revenue Agreement No. 260174B with the California Department of Public Health for Fiscal Year 2025-2026 for a maximum of $300,000 to fund the California Tobacco Prevention Program. (Fiscal Impact: $300,000 Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

California voters previously approved tax increases on the sales of cigarettes and other tobacco products, including electronic smoking devices. A portion of these additional tax revenues are directed towards reducing smoking and tobacco use among all Californians via tobacco prevention and control programs. These funds are distributed by the California Department of Public Health (CDPH) through its California Tobacco Prevention Program (CTPP).

CDPH is responsible for supporting a statewide tobacco control program and provides funding for 61 Local Lead Agencies (LLA), including Napa County. In order to receive these funds, counties must comply with the CTPP's Comprehensive Tobacco Control Plan Guidelines.

HHSA's Public Health Division promotes smoking cessation services and conducts educational campaigns to increase communication and engagement with community members on tobacco issues. Additionally, CDPH requires that each local health jurisdiction implement evaluation activities through an independent evaluator. This evaluation piece is contracted out to measure the impact of the County's Tobacco Control Program efforts.

Requested action:

Approve and authorize Revenue Agreement No. 260174B with the California Department of Public Health for Fiscal Year 2025-2026 for a maximum of $300,000 to fund the California Tobacco Prevention Program.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Public Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	None, this agreement terminates June 30, 2026.
Consequences if not approved:	The County will not receive revenue from CDPH for the County's mandatory Tobacco Prevention Program under Health and Safety Code Section 104350.

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 ALLOCATION AGREEMENT
For
FISCAL YEAR 2025-2026

County of Napa

Agreement Number: CTCP-21-28

Agreement Amount: $300,000.00

Proposition 56: $150,000.00
Proposition 99: $150,000.00

FUNDING PERIOD: JULY 1, 2025 THROUGH JUNE 30, 2026

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Prevention Program.

_____ _____
Authorized Signature Date

Anne Cottrell, Chair of the Board of Supervisors
Printed Name and Title

APPROVED AS TO FORM BY NAPA COUNTY COUNSEL
By:
Date: 10/2/25

CDPH
Health and Human Services Agency
California Department of Public Health

Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

September 4, 2025

TO:	LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS TOBACCO CONTROL EDUCATION PROGRAMS
FROM:	CONTRACTS AND BUSINESS OPERATIONS SECTION CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP)
SUBJECT:	PROGRAM LETTER 25-01 LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND PROPOSITION 56 FUNDS FUNDING PERIOD: JULY 1, 2025 – JUNE 30, 2026
Purpose	Release the Acceptance of Allocation Agreement for Fiscal Year 2025-2026
Effective Date	Immediately
Inclusions	1. Acceptance of Allocation Agreement for Fiscal Year 2025-2026 Funding Period: July 1, 2025 through June 30, 2026 2. Revised Appendix 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2026/27 (Dated 8/13/2025) previously released in the 2022-2027 LLA Comprehensive Tobacco Control Guidelines Addendum 2.
Required Action	1. Please print, sign, and date the Acceptance of Allocation Agreement for Fiscal Year 2025-2026. The signature on the Acceptance of Allocation Agreement must match the official Agency Signatory identified in CTPP's Online Tobacco Information System (OTIS). 2. Return the Acceptance of Allocation Agreement for Fiscal Year 2025-2026, bearing an original signature, to your assigned CTPP Procurement Manager (PM) electronically

	in a reply to the OTIS Communication Log Message titled "Local Lead Agency (LLA) FY 2025-2026 Acceptance of Allocation Agreement and 1st and 2nd Quarter Prospective Invoices (PPIs) for Proposition 56 and Proposition 99."
Why The Agreement is Needed	Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2025-2026 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements. Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTPP receives the Acceptance of Allocation Agreement for FY 2025-2026 from your city/county/agency bearing the original signature of the official Agency Signatory identified in OTIS.
Budget Information	The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2025-2026 is based on the LLA Allocation Table listed on Revised Appendix 2 (Dated 8/13/2025 for the FY 2022-2027 plan period.
Additional Information	During the plan period, LLA Project Directors will receive feedback from CTPP's: • Procurement Managers (PMs) who analyze the cost reports and spending patterns. • Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2027. If it appears LLAs are not spending the allocations according to the budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTPP may withhold future PPIs.

	Unspent balances must be returned to the CDPH/CTPP when the 2022-2027 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2027 and are due 60 days after receiving the plan's closeout letter. Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
Contact Person For Further Information	Your assigned CTPP PM.

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 21/22 (January – June 2022)

LLA	Agreement	FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021	FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021	FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021
Alameda	CTCP-21-01	$75,000	$482,213	$557,213
Berkeley	CTCP-21-01A	$75,000	$75,000	$150,000
Alpine	CTCP-21-02	$75,000	$75,000	$150,000
Amador	CTCP-21-03	$75,000	$75,000	$150,000
Butte	CTCP-21-04	$75,000	$89,639	$164,639
Calaveras	CTCP-21-05	$75,000	$75,000	$150,000
Colusa	CTCP-21-06	$75,000	$75,000	$150,000
Contra Costa	CTCP-21-07	$75,000	$211,855	$286,855
Del Norte	CTCP-21-08	$75,000	$75,000	$150,000
El Dorado	CTCP-21-09	$75,000	$75,000	$150,000
Fresno	CTCP-21-10	$75,000	$315,515	$390,515
Glenn	CTCP-21-11	$75,000	$75,000	$150,000
Humboldt	CTCP-21-12	$75,000	$75,000	$150,000
Imperial	CTCP-21-13	$75,000	$75,000	$150,000
Inyo	CTCP-21-14	$75,000	$75,000	$150,000
Kern	CTCP-21-15	$75,000	$200,706	$275,706
Kings (CHC)	CTCP-21-16	$75,000	$75,000	$150,000
Lake	CTCP-21-17	$75,000	$75,000	$150,000
Lassen	CTCP-21-18	$75,000	$75,000	$150,000
Los Angeles	CTCP-21-19	$75,000	$4,818,243	$4,893,243
Pasadena	CTCP-21-19B	$75,000	$78,655	$153,655
Long Beach	CTCP-21-19A	$75,000	$249,768	$324,768
Madera	CTCP-21-20	$75,000	$75,000	$150,000
Marin	CTCP-21-21	$75,000	$117,641	$192,641
Mariposa	CTCP-21-22	$75,000	$75,000	$150,000
Mendocino	CTCP-21-23	$75,000	$75,000	$150,000
Merced	CTCP 21-24	$75,000	$85,109	$160,109
Modoc	CTCP-21-25	$75,000	$75,000	$150,000
Mono	CTCP-21-26	$75,000	$75,000	$150,000
Monterey	CTCP-21-27	$75,000	$151,995	$226,995
Napa	CTCP-21-28	$75,000	$75,000	$150,000
Nevada	CTCP-21-29	$75,000	$75,000	$150,000
Orange	CTCP-21-30	$75,000	$603,679	$678,679
Placer	CTCP-21-31	$75,000	$75,000	$150,000
Plumas	CTCP-21-32	$75,000	$75,000	$150,000
Riverside	CTCP-21-33	$75,000	$373,943	$448,943
Sacramento	CTCP-21-34	$75,000	$386,795	$461,795
San Benito	CTCP-21-35	$75,000	$75,000	$150,000
San Bernardino (CHC)	CTCP-21-36	$75,000	$514,303	$589,303
San Diego	CTCP-21-37	$75,000	$704,590	$779,590
San Francisco	CTCP-21-38	$75,000	$633,239	$708,239
San Joaquin	CTCP-21-39	$75,000	$204,583	$279,583
San Luis Obispo	CTCP-21-40	$75,000	$95,119	$170,119
San Mateo	CTCP-21-41	$75,000	$171,321	$246,321
Santa Barbara	CTCP-21-42	$75,000	$93,027	$168,027
Santa Clara	CTCP-21-43	$75,000	$616,227	$691,227
Santa Cruz	CTCP-21-44	$75,000	$90,572	$165,572
Shasta	CTCP-21-45	$75,000	$75,000	$150,000
Sierra	CTCP-21-46	$75,000	$75,000	$150,000
Siskiyou	CTCP-21-47	$75,000	$75,000	$150,000
Solano	CTCP-21-48	$75,000	$162,891	$237,891
Sonoma	CTCP-21-49	$75,000	$188,509	$263,509
Stanislaus	CTCP-21-50	$75,000	$150,303	$225,303
Sutter	CTCP-21-51	$75,000	$75,000	$150,000
Tehama	CTCP-21-52	$75,000	$75,000	$150,000
Trinity	CTCP-21-53	$75,000	$75,000	$150,000
Tulare	CTCP-21-54	$75,000	$161,758	$236,758
Tuolumne	CTCP-21-55	$75,000	$75,000	$150,000
Ventura	CTCP-21-56	$75,000	$181,778	$256,778
Yolo	CTCP-21-57	$75,000	$75,000	$150,000
Yuba	CTCP-21-58	$75,000	$75,000	$150,000
		$4,575,000	$14,608,976	$19,183,976

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 22/23

LLA	Agreement	FY 22/23 Total Prop 99 @BA Jul 2022	FY 22/23 Total Prop 56 @BA Jul 2022	FY 22/23 TOTAL Prop 99+56 @BA Jul 2022
Alameda	CTCP-21-01	$150,000	$762,134	$912,134
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$152,390	$302,390
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$346,798	$496,798
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$516,485	$666,485
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$328,547	$478,547
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$1,343,320	$7,866,013	$9,209,333
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$408,860	$558,860
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$199,995	$349,995
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$248,809	$398,809
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$192,754	$988,198	$1,180,952
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$612,128	$762,128
Sacramento	CTCP-21-34	$150,000	$633,168	$783,168
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$829,291	$979,291
San Diego	CTCP-21-37	$224,974	$1,153,384	$1,378,358
San Francisco	CTCP-21-38	$202,192	$1,036,586	$1,238,778
San Joaquin	CTCP-21-39	$150,000	$334,893	$484,893
San Luis Obispo	CTCP-21-40	$150,000	$155,705	$305,705
San Mateo	CTCP-21-41	$150,000	$280,446	$430,446
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$196,760	$1,008,738	$1,205,498
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$276,923	$426,923
Sonoma	CTCP-21-49	$150,000	$320,475	$470,475
Stanislaus	CTCP-21-50	$150,000	$246,040	$396,040
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$264,791	$414,791
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$297,563	$447,563
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$10,560,000	$24,818,360	$35,378,360

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 23/24

LLA	Agreement	FY 23/24 Prop 99 @ BA Jul 2023	FY 23/24 Prop 56 (Estimate)	FY 23/24 Prop 56 Adjustment @ BA Jul 2023	FY 23/24 Prop 56 Total @ BA Jul 2023	FY 23/24 TOTAL Prop 99+56
Alameda	CTCP-21-01	$150,000	$584,302	$248,112	$832,414	$982,414
Berkeley	CTCP-21-01A	$150,000	$150,000	$0	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$0	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$0	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$11,694	$161,694	$311,694
Calaveras	CTCP-21-05	$150,000	$150,000	$0	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$0	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$279,186	$94,333	$373,519	$523,519
Del Norte	CTCP-21-08	$150,000	$150,000	$0	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$0	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$415,790	$140,491	$556,281	$706,281
Glenn	CTCP-21-11	$150,000	$150,000	$0	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$0	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$0	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$0	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$264,492	$89,369	$353,861	$503,861
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$0	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$0	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$0	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$6,303,191	$2,180,463	$8,483,654	$8,633,654
Pasadena	CTCP-21-19B	$150,000	$150,000	$0	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$329,148	$111,215	$440,363	$590,363
Madera	CTCP-21-20	$150,000	$150,000	$0	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$170,012	$42,194	$212,206	$362,206
Mariposa	CTCP-21-22	$150,000	$150,000	$0	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$0	$150,000	$300,000
Merced	CTCP-21-24	$150,000	$150,000	$0	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$0	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$0	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$200,301	$67,679	$267,980	$417,980
Napa	CTCP-21-28	$150,000	$150,000	$0	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$0	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$795,536	$268,803	$1,064,339	$1,214,339
Placer	CTCP-21-31	$150,000	$150,000	$0	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$0	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$492,786	$166,507	$659,293	$809,293
Sacramento	CTCP-21-34	$150,000	$509,724	$172,230	$681,954	$831,954
San Benito	CTCP-21-35	$150,000	$150,000	$0	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$686,912	$198,649	$885,561	$1,035,561
San Diego	CTCP-21-37	$150,000	$928,518	$313,735	$1,242,253	$1,392,253
San Francisco	CTCP-21-38	$150,000	$834,491	$281,965	$1,116,456	$1,266,456
San Joaquin	CTCP-21-39	$150,000	$269,602	$91,095	$360,697	$510,697
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$17,702	$167,702	$317,702
San Mateo	CTCP-21-41	$150,000	$225,770	$76,285	$302,055	$452,055
Santa Barbara	CTCP-21-42	$150,000	$150,000	$14,015	$164,015	$314,015
Santa Clara	CTCP-21-43	$150,000	$812,072	$274,390	$1,086,462	$1,236,462
Santa Cruz	CTCP-21-44	$150,000	$150,000	$9,686	$159,686	$309,686
Shasta	CTCP-21-45	$150,000	$150,000	$0	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$0	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$0	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$235,406	$58,425	$293,831	$443,831
Sonoma	CTCP-21-49	$150,000	$272,429	$67,613	$340,042	$490,042
Stanislaus	CTCP-21-50	$150,000	$198,071	$66,926	$264,997	$414,997
Sutter	CTCP-21-51	$150,000	$150,000	$0	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$0	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$0	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$213,167	$72,027	$285,194	$435,194
Tuolumne	CTCP-21-55	$150,000	$150,000	$0	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$239,550	$80,941	$320,491	$470,491
Yolo	CTCP-21-57	$150,000	$150,000	$0	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$0	$150,000	$300,000
		$9,150,000	$21,110,456	$5,216,544	$26,327,000	$35,477,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 @BA Jul 2024	FY 24/25 Prop 56 @BA Jul 20024	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	$150,000	$432,535	$582,535
Berkeley	CTCP-21-01A	$150,000	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$221,483	$371,483
Del Norte	CTCP-21-08	$150,000	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$329,854	$479,854
Glenn	CTCP-21-11	$150,000	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$209,827	$359,827
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$4,969,439	$5,119,439
Pasadena	CTCP-21-19B	$150,000	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$261,119	$411,119
Madera	CTCP-21-20	$150,000	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$300,000
Merced	CTCP-21-24	$150,000	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$158,902	$308,902
Napa	CTCP-21-28	$150,000	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$631,113	$781,113
Placer	CTCP-21-31	$150,000	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$390,936	$540,936
Sacramento	CTCP-21-34	$150,000	$404,373	$554,373
San Benito	CTCP-21-35	$150,000	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$565,401	$715,401
San Diego	CTCP-21-37	$150,000	$736,610	$886,610
San Francisco	CTCP-21-38	$150,000	$662,017	$812,017
San Joaquin	CTCP-21-39	$150,000	$213,880	$363,880
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$179,107	$329,107
Santa Barbara	CTCP-21-42	$150,000	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$644,231	$794,231
Santa Cruz	CTCP-21-44	$150,000	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$200,081	$350,081
Sonoma	CTCP-21-49	$150,000	$231,548	$381,548
Stanislaus	CTCP-21-50	$150,000	$157,134	$307,134
Sutter	CTCP-21-51	$150,000	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$169,109	$319,109
Tuolumne	CTCP-21-55	$150,000	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$190,039	$340,039
Yolo	CTCP-21-57	$150,000	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$300,000
		$9,150,000	$17,958,738	$27,108,738

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 25/26

LLA	Agreement	FY 25/26 Prop 99 @BA Jul 2025	FY 25/26 Prop 56 (Estimate)	FY 25/26 Prop 56 Adjustment @ BA Jul 2025	FY 25/26 Prop 56 @ BA Jul 2025	FY 25/26 TOTAL Prop 99+56 @ BA Jul 2025
Alameda	CTCP-21-01	$150,000	$527,945	($95,397)	$432,548	$582,548
Berkeley	CTCP-21-01A	$150,000	$150,000	$0	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$0	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$0	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$0	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$0	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$0	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$257,758	($36,270)	$221,488	$371,488
Del Norte	CTCP-21-08	$150,000	$150,000	$0	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$0	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$383,879	($54,018)	$329,861	$479,861
Glenn	CTCP-21-11	$150,000	$150,000	$0	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$0	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$0	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$0	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$244,193	($34,362)	$209,831	$359,831
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$0	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$0	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$0	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$5,807,918	($838,368)	$4,969,550	$5,119,550
Pasadena	CTCP-21-19B	$150,000	$150,000	$0	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$303,886	($42,761)	$261,125	$411,125
Madera	CTCP-21-20	$150,000	$150,000	$0	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$160,523	($10,523)	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$0	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$0	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$0	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$0	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$0	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$184,928	($26,022)	$158,906	$308,906
Napa	CTCP-21-28	$150,000	$150,000	$0	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$0	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$734,480	($103,352)	$631,128	$781,128
Placer	CTCP-21-31	$150,000	$150,000	$0	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$0	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$454,965	($64,020)	$390,945	$540,945
Sacramento	CTCP-21-34	$150,000	$470,603	($66,220)	$404,383	$554,383
San Benito	CTCP-21-35	$150,000	$150,000	$0	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$542,791	($76,379)	$466,412	$616,412
San Diego	CTCP-21-37	$150,000	$857,255	($120,628)	$736,627	$886,627
San Francisco	CTCP-21-38	$150,000	$770,445	($108,413)	$662,032	$812,032
San Joaquin	CTCP-21-39	$150,000	$248,910	($35,025)	$213,885	$363,885
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$0	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$208,442	($29,331)	$179,111	$329,111
Santa Barbara	CTCP-21-42	$150,000	$150,000	$0	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$749,746	($105,500)	$644,246	$794,246
Santa Cruz	CTCP-21-44	$150,000	$150,000	$0	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$0	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$0	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$0	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$222,268	($22,187)	$200,081	$350,081
Sonoma	CTCP-21-49	$150,000	$257,225	($25,677)	$231,548	$381,548
Stanislaus	CTCP-21-50	$150,000	$182,869	($25,732)	$157,137	$307,137
Sutter	CTCP-21-51	$150,000	$150,000	$0	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$0	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$0	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$196,807	($27,694)	$169,113	$319,113
Tuolumne	CTCP-21-55	$150,000	$150,000	$0	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$221,164	($31,121)	$190,043	$340,043
Yolo	CTCP-21-57	$150,000	$150,000	$0	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$0	$150,000	$300,000
		$9,150,000	$19,839,000	($1,979,000)	$17,860,000	$27,010,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

FY 26/27

LLA	Agreement	FY 26/27 Prop 99 (Estimate)	FY 26/27 Prop 56 (Estimate)	FY 26/27 Prop 56 Adjustment @ BA Jul 2025 (Estimate)	FY 26/27 Prop 56 @ BA Jul 2025 (Estimate)	FY 26/27 TOTAL Prop 99+56 (Estimate)
Alameda	CTCP-21-01	$150,000	$527,945	($272,461)	$255,484	$405,484
Berkeley	CTCP-21-01A	$150,000	$150,000	$0	$150,000	$300,000
Alpine	CTCP-21-02	$150,000	$150,000	$0	$150,000	$300,000
Amador	CTCP-21-03	$150,000	$150,000	$0	$150,000	$300,000
Butte	CTCP-21-04	$150,000	$150,000	$0	$150,000	$300,000
Calaveras	CTCP-21-05	$150,000	$150,000	$0	$150,000	$300,000
Colusa	CTCP-21-06	$150,000	$150,000	$0	$150,000	$300,000
Contra Costa	CTCP-21-07	$150,000	$257,758	($107,758)	$150,000	$300,000
Del Norte	CTCP-21-08	$150,000	$150,000	$0	$150,000	$300,000
El Dorado	CTCP-21-09	$150,000	$150,000	$0	$150,000	$300,000
Fresno	CTCP-21-10	$150,000	$383,879	($154,279)	$229,600	$379,600
Glenn	CTCP-21-11	$150,000	$150,000	$0	$150,000	$300,000
Humboldt	CTCP-21-12	$150,000	$150,000	$0	$150,000	$300,000
Imperial	CTCP-21-13	$150,000	$150,000	$0	$150,000	$300,000
Inyo	CTCP-21-14	$150,000	$150,000	$0	$150,000	$300,000
Kern	CTCP-21-15	$150,000	$244,193	($94,193)	$150,000	$300,000
Kings (CHC)	CTCP-21-16	$150,000	$150,000	$0	$150,000	$300,000
Lake	CTCP-21-17	$150,000	$150,000	$0	$150,000	$300,000
Lassen	CTCP-21-18	$150,000	$150,000	$0	$150,000	$300,000
Los Angeles	CTCP-21-19	$150,000	$5,807,918	($2,394,454)	$3,413,464	$3,563,464
Pasadena	CTCP-21-19B	$150,000	$150,000	$0	$150,000	$300,000
Long Beach	CTCP-21-19A	$150,000	$303,886	($122,130)	$181,756	$331,756
Madera	CTCP-21-20	$150,000	$150,000	$0	$150,000	$300,000
Marin	CTCP-21-21	$150,000	$160,523	($10,523)	$150,000	$300,000
Mariposa	CTCP-21-22	$150,000	$150,000	$0	$150,000	$300,000
Mendocino	CTCP-21-23	$150,000	$150,000	$0	$150,000	$300,000
Merced	CTCP 21-24	$150,000	$150,000	$0	$150,000	$300,000
Modoc	CTCP-21-25	$150,000	$150,000	$0	$150,000	$300,000
Mono	CTCP-21-26	$150,000	$150,000	$0	$150,000	$300,000
Monterey	CTCP-21-27	$150,000	$184,928	($34,928)	$150,000	$300,000
Napa	CTCP-21-28	$150,000	$150,000	$0	$150,000	$300,000
Nevada	CTCP-21-29	$150,000	$150,000	$0	$150,000	$300,000
Orange	CTCP-21-30	$150,000	$734,480	($295,184)	$439,296	$589,296
Placer	CTCP-21-31	$150,000	$150,000	$0	$150,000	$300,000
Plumas	CTCP-21-32	$150,000	$150,000	$0	$150,000	$300,000
Riverside	CTCP-21-33	$150,000	$454,965	($182,848)	$272,117	$422,117
Sacramento	CTCP-21-34	$150,000	$470,603	($189,133)	$281,470	$431,470
San Benito	CTCP-21-35	$150,000	$150,000	$0	$150,000	$300,000
San Bernardino (CHC)	CTCP-21-36	$150,000	$542,791	($218,145)	$324,646	$474,646
San Diego	CTCP-21-37	$150,000	$857,255	($344,526)	$512,729	$662,729
San Francisco	CTCP-21-38	$150,000	$770,445	($309,638)	$460,807	$610,807
San Joaquin	CTCP-21-39	$150,000	$248,910	($98,910)	$150,000	$300,000
San Luis Obispo	CTCP-21-40	$150,000	$150,000	$0	$150,000	$300,000
San Mateo	CTCP-21-41	$150,000	$208,442	($58,442)	$150,000	$300,000
Santa Barbara	CTCP-21-42	$150,000	$150,000	$0	$150,000	$300,000
Santa Clara	CTCP-21-43	$150,000	$749,746	($301,319)	$448,427	$598,427
Santa Cruz	CTCP-21-44	$150,000	$150,000	$0	$150,000	$300,000
Shasta	CTCP-21-45	$150,000	$150,000	$0	$150,000	$300,000
Sierra	CTCP-21-46	$150,000	$150,000	$0	$150,000	$300,000
Siskiyou	CTCP-21-47	$150,000	$150,000	$0	$150,000	$300,000
Solano	CTCP-21-48	$150,000	$222,268	($61,322)	$160,946	$310,946
Sonoma	CTCP-21-49	$150,000	$257,225	($70,967)	$186,258	$336,258
Stanislaus	CTCP-21-50	$150,000	$182,869	($32,869)	$150,000	$300,000
Sutter	CTCP-21-51	$150,000	$150,000	$0	$150,000	$300,000
Tehama	CTCP-21-52	$150,000	$150,000	$0	$150,000	$300,000
Trinity	CTCP-21-53	$150,000	$150,000	$0	$150,000	$300,000
Tulare	CTCP-21-54	$150,000	$196,807	($46,807)	$150,000	$300,000
Tuolumne	CTCP-21-55	$150,000	$150,000	$0	$150,000	$300,000
Ventura	CTCP-21-56	$150,000	$221,164	($71,164)	$150,000	$300,000
Yolo	CTCP-21-57	$150,000	$150,000	$0	$150,000	$300,000
Yuba	CTCP-21-58	$150,000	$150,000	$0	$150,000	$300,000
		$9,150,000	$19,839,000	($5,472,000)	$14,367,000	$23,517,000

California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27

TOTAL

LLA	Agreement	FY 2021/22 (1/22-6/22) - FY 26/27 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-21-01	$4,022,328
Berkeley	CTCP-21-01A	$1,650,000
Alpine	CTCP-21-02	$1,650,000
Amador	CTCP-21-03	$1,650,000
Butte	CTCP-21-04	$1,678,723
Calaveras	CTCP-21-05	$1,650,000
Colusa	CTCP-21-06	$1,650,000
Contra Costa	CTCP-21-07	$2,350,143
Del Norte	CTCP-21-08	$1,650,000
El Dorado	CTCP-21-09	$1,650,000
Fresno	CTCP-21-10	$3,102,596
Glenn	CTCP-21-11	$1,650,000
Humboldt	CTCP-21-12	$1,650,000
Imperial	CTCP-21-13	$1,650,000
Inyo	CTCP-21-14	$1,650,000
Kern	CTCP-21-15	$2,277,772
Kings (CHC)	CTCP-21-16	$1,650,000
Lake	CTCP-21-17	$1,650,000
Lassen	CTCP-21-18	$1,650,000
Los Angeles	CTCP-21-19	$36,538,683
Pasadena	CTCP-21-19B	$1,653,655
Long Beach	CTCP-21-19A	$2,627,991
Madera	CTCP-21-20	$1,650,000
Marin	CTCP-21-21	$1,804,842
Mariposa	CTCP-21-22	$1,650,000
Mendocino	CTCP-21-23	$1,650,000
Merced	CTCP 21-24	$1,660,109
Modoc	CTCP-21-25	$1,650,000
Mono	CTCP-21-26	$1,650,000
Monterey	CTCP-21-27	$1,961,592
Napa	CTCP-21-28	$1,650,000
Nevada	CTCP-21-29	$1,650,000
Orange	CTCP-21-30	$5,225,507
Placer	CTCP-21-31	$1,650,000
Plumas	CTCP-21-32	$1,650,000
Riverside	CTCP-21-33	$3,524,362
Sacramento	CTCP-21-34	$3,617,143
San Benito	CTCP-21-35	$1,650,000
San Bernardino (CHC)	CTCP-21-36	$4,410,614
San Diego	CTCP-21-37	$5,986,167
San Francisco	CTCP-21-38	$5,448,329
San Joaquin	CTCP-21-39	$2,302,938
San Luis Obispo	CTCP-21-40	$1,693,526
San Mateo	CTCP-21-41	$2,087,040
Santa Barbara	CTCP-21-42	$1,682,042
Santa Clara	CTCP-21-43	$5,320,091
Santa Cruz	CTCP-21-44	$1,675,258
Shasta	CTCP-21-45	$1,650,000
Sierra	CTCP-21-46	$1,650,000
Siskiyou	CTCP-21-47	$1,650,000
Solano	CTCP-21-48	$2,119,753
Sonoma	CTCP-21-49	$2,323,380
Stanislaus	CTCP-21-50	$1,950,611
Sutter	CTCP-21-51	$1,650,000
Tehama	CTCP-21-52	$1,650,000
Trinity	CTCP-21-53	$1,650,000
Tulare	CTCP-21-54	$2,024,965
Tuolumne	CTCP-21-55	$1,650,000
Ventura	CTCP-21-56	$2,154,914
Yolo	CTCP-21-57	$1,650,000
Yuba	CTCP-21-58	$1,650,000
		$167,675,074

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1850

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. 260173B with Community Resources for Children

RECOMMENDATION

Terminate Agreement No. 190321B and approve and authorize Agreement No. 260173B with Community Resources for Children for Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $148,375 per fiscal year to administer the Emergency Child Care Bridge Program. (Fiscal Impact: $148,375 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

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 2025-2026 allocation was not released by CDSS until the end of August 2025. CRC is Napa County's local Resource and Referral program, providing the community with information about the availability of childcare in the area. This funding has been provided since 2019.

Requested actions:

1. Terminate Agreement No. 190321B with Community Resources for Children; and

2. Approve and authorize Agreement No. 260173B with Community Resources for Children for Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $148,375 per fiscal year to provide administration of the Emergency Child Care Bridge Program.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Child Welfare Services Division
Is it Mandatory or Discretionary?	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 approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this Agreement is 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.

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NAPA COUNTY AGREEMENT NO. 260173B
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 **COMMUNITY RESOURCES FOR CHILDREN**, a California nonprofit, 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 about May 21, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190321B, hereinafter referred to as the "Agreement" for CONTRACTOR to carry out the Emergency Child Care Bridge program for Children in Foster Care; and

WHEREAS, as of the effective date of this Agreement, the Parties wish to terminate Agreement No. 190321B and replace it with Agreement No. 260173B; and

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to carry out the Emergency Child Care Bridge program for Children in Foster Care 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]

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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** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Signed by: Erika Lubensky FBBAGA9F6EBC4BD... **ERIKA LUBENSKY, Executive Director** Signed by: Rashelle Casillas 2CC93A0E6AB74ED... **RASHELLE CASILLAS, Chair** Community Resources for Children Board

Maximum Amount of this Agreement: $148,375.00 per Fiscal Year Term Expires: June 30, 2026 Automatic renewal of term applies.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Douglas Parker (via e-sign)* Date: October 24, 2025

Docusign Envelope ID: 6819F74B-F587-42A7-8D1F-1817F6506D94

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260173B

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 Child Welfare Services, 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Erika Lubensky, Executive Director, 3299 Claremont Way, Suite 1, Napa, CA 94558.

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

1.7 The source of funding for this Agreement shall be: Title IV-E and Emergency Children Bridge For Foster Children State General Fund (ACL18-73).

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.

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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":

[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

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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 Federal Assistance Listing Number (ALN) number and dollar amount of Federal funding in this Agreement are as follows:

Assistance Listing Number (ALN) # 93.658 $108,655

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)

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

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EXHIBIT A
SCOPE OF WORK
July 1, 2025 through June 30, 2026
(and each automatic renewal thereof)

I. Child Care Activities

With funding provided through the Bridge Program, resource families, families that have a child placed with them in an emergency or for a compelling reason, licensed foster family homes or certified family homes, approved homes of relatives or nonrelative extended family members (NREFM), and parents under the jurisdiction of juvenile court, including, but not limited to, nonminor dependent parents who have their child placed with them (hereinafter referred to as "eligible families") are eligible to receive a time-limited monthly payment or voucher for child care and access to child care navigator services. Child care providers serving children in the Bridge Program shall receive access to trauma-informed care training and coaching:

A. The Bridge Program consists of the following components:

1. **Emergency Child Care Voucher or Payment**
   Eligible families may receive a time-limited child care voucher or payment to help pay for child care costs for foster children birth through age 12, children with exceptional needs, and severely disabled children up to age 21. Counties are authorized to disburse child care payments either directly to the family or to the child care provider. All vouchers and payments, whether paid directly to the family or child care provider, must be paid in accordance with the Regional Market Rate (RMR) ceilings for subsidized child care payment rates. The California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 2.5, Sections 18074 to 18076.3 provide guidance regarding the use of the RMR ceilings. The ceilings for subsidized child care payment rates are available at: https://rcscc.adm.dss.ca.gov/
   i. Children from "eligible families" who qualify for participation are:
      1. Children referred by Child Welfare Services birth through age 12.
      2. Children referred by Child Welfare Services with exceptional needs and severely disabled children up to age 21.
   ii. Non-certified Child Care providers referred to Community Resources for Children (CRC) for vouchers must complete background screening through Trustline, a program of California Department of Social Services (CDSS), per CRC requirements. The fee for this service is the responsibility of the county up to the contracted maximum.

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2. **Hold Harmless with Respect to Reimbursement Extended through June 30, 2026**

   Licensed and license-exempt child care providers receiving vouchers through the Bridge Program shall continue to be paid based on families' maximum certified hours of care instead of attendance as follows:

   - Providers, including license-exempt providers, shall be reimbursed based on the maximum certified hours of care, regardless of attendance.
   - For families certified for a variable schedule, providers shall be reimbursed based on the maximum certified hours of care, regardless of attendance.
   - For license-exempt providers who provide part-time services, providers shall be reimbursed based on the maximum certified hours of care.

3. **Support for Additional Child Care Slots**

   Funding for Additional Emergency Child Care Bridge Program slots for Foster Children.

4. **Child Care Navigator**

   A local Resource and Referral (R&R) Program will provide a child care navigator to eligible families. The navigator will assist with finding a child care provider, securing a subsidized child care placement, per CDSS All County Letter (ACL) 18-73, if eligible, completing child care program applications, and developing a plan for long-term child care appropriate to the child's age and needs. Eligibility for navigator services shall not be contingent on a child's receipt of a child care payment or voucher.

5. **Trauma-Informed Care Training and Coaching**

   Child care programs participating in the Bridge Program will receive access to trauma-informed care training. Child care providers will also receive access to coaching to assist them in applying training curriculum and learn strategies for working with children in foster care.

   - Provide trauma-informed care training and coaching to child care providers working with children, and children of parenting youth, in the foster care system. The California Child Care Resource and Referral Network (Network) develops and coordinates the training content to be used by all participating local R&R Programs. Training will include, but is not limited to, infant and toddler development and research-based, trauma-informed best care practices for children in the child welfare system. Child care providers shall receive coaching to assist them in applying the training curriculum and learn strategies for working with children in foster care.

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II. Performance Monitoring

A. CONTRACTOR shall:

1. Participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving child care, the referral process and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
2. Be available for direct contact by the COUNTY staff in order to maintain open communication and sharing of information regarding mutual CLIENTS in the administration of child care services.
3. Provide data and outcomes using the Emergency Child Care Bridge Program for Foster Children report (CCB 18). The CCB 18 report includes data on Bridge Program vouchers eligibility and enrollment, type of voucher placements and child care settings, the length of time receiving voucher, and transition information. The data also includes the number of referrals to, and families served by, child care navigators and the number of trauma-informed care trainings held.
4. Provide reporting information about family childcare providers who receive Bridge Program Funding. The child care provider data shall be submitted via the Child Development Management Information System (CDMIS) on a monthly basis.

B. COUNTY Program staff shall:

1. Schedule and participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving child care, the referral process and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
2. Be available for direct contact by the CONTRACTOR staff in order to maintain open communication and sharing of information regarding mutual CLIENTS in the administration of childcare services.
3. Provide timely notification to the CONTRACTOR staff of changes to or discontinuance of childcare authorization.
4. Provide CONTRACTOR with all regulations and policies related to administering the childcare bridge program.

III. Confidentiality

1. CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.
2. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
3. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed

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above and shall maintain documentation of such training. Documentation shall be made available to COUNTY upon request.

4. 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 (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.**

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EXHIBIT B
BUDGET
July 1, 2025 through June 30, 2026
(and each automatic renewal thereof)

I. BUDGET

PROGRAM EXPENSES	BUDGET
Emergency Child Care Voucher / Support for Additional Child Care Slots	$89,528
Child Care Navigator	$38,373
Trauma-Informed Care Training	$5,735
Trustline Background Screening Services	$1,250
Total Program Expenses	**$134,886**
ADMINISTRATION EXPENSES	
County Operations (Administration)	$8,532
Administration of Navigator and Training	$4,957
Total Administration Expenses	**$13,489**
TOTAL ANNUAL BUDGET	**$148,375**

II. LIMITATIONS AFFECTING PAYMENTS

1. CONTRACTOR shall provide additional documentation as required by COUNTY in order to substantiate its claims for payment.
2. CONTACTOR 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

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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.

TOTAL ANNUAL CONTRACT MAXIMUM NOT TO EXCEED $148,375.00.

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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

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(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

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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.

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(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

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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

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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.

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(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

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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

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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.

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(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**.

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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).

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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.

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(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

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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

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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.

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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

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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.

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(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.

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(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.

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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

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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.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1865

TO: Board of Supervisors

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

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Resolution Authorizing Application to and Participation in the Behavioral Health Continuum Infrastructure Program Round 2: Unmet Needs Program

RECOMMENDATION

Adopt a Resolution authorizing Director of Health and Human Services Agency to execute the formal application and program documents related to the Behavioral Health Continuum Infrastructure Program Round 2: Unmet Needs Program pursuant to the Behavioral Health Infrastructure Bond Act of 2024. (Fiscal Impact: $4,711,294 Revenue; Health and Human Services Agency Fund; Not Budgeted; Discretionary)

BACKGROUND

Passed in March 2024, Proposition 1 is a two-bill package including the Behavioral Health Services Act (BHSA) (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA) (Assembly Bill 531). The BHIBA portion is a $6.38 billion general obligation bond to develop an array of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for individuals experiencing mental health and substance use disorders. Of the total amount, the California Department of Health Care Services (DHCS) will distribute up to $4.4 billion in bond funding for BHCIP competitive grants.

DHCS announced the release of its Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs Request for Applications (RFA). Through this RFA, DHCS will award up to $800 million statewide. Eligible applicants for Bond BHCIP Round 2: Unmet Needs grants include counties whose projects reflect the state's priorities and serve the targeted population. DHCS is prioritizing regional models or collaborative partnerships, including public-private partnerships, aimed at constructing, renovating, and/or expanding community-based services, as well as projects using a campus-type model that collocate multiple levels of care on the continuum, with a focus on residential treatment facilities.

Health and Human Services Agency (HHSA) seeks approval to apply for grant funding for the tenancy improvements for the Behavioral Health Treatment Center. HHSA has worked with architects and Public Works Department over the past several months to re-envision and restructure the Behavioral Health Treatment Center to expand the County's behavioral health treatment infrastructure, as follows:

1) Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment and Withdrawal Management Programs - enables the County to relocate and expand capacity of these programs from their

current location on the grounds of Napa State Hospital (NSH). The relocation preserves existing treatment beds at risk due to aging infrastructure of the buildings at NSH where the programs currently operate and creates additional treatment bed capacity, 48 treatment beds and 10 withdrawal management beds, responsive to Proposition 36 and a new category of "treatment-mandated felony" where individuals charged may be ordered into treatment instead of prison.

2) Mental Health Rehabilitation Center - enables the County to stand up a new Lanterman-Petris-Short (LPS) designated facility to meet state mandate SB 43 that expands the definition of grave disability to an entirely new population and provides for the treatment of those on an involuntary hold for severe substance use disorder, providing for up to 7 beds.

3) Sobering Center - enables the County to stand up a new Sobering Center diverting individuals from jail or the emergency department and providing for onsite pathways to treatment and recovery.

HHSA seeks approval to apply to the BHCIP Unmet Needs grant for $4,711,294 million dollars for tenancy improvements for the Behavioral Health Treatment Center. HHSA also seeks approval to authorize the Director of HHSA to execute the related BHCIP application and program documents.

Requested Action:
1. Adopt a Resolution to authorize Director of Health and Human Services Agency to execute the formal application and program documents related to the Behavioral Health Continuum Infrastructure Program Round 2: Unmet Needs Program pursuant to the Behavioral Health Infrastructure Bond Act of 2024.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While applying for this grant is discretionary, the funding will support tenancy improvements for the Behavioral Health Treatment Center.
Is the general fund affected?	No
Future fiscal impact:	If HHSA is awarded the grant a budget adjustment will be brought to increase appropriations to fund the BHTC tenancy improvements.
Consequences if not approved:	The County will not have the opportunity to receive this round of BHCIP grant funding to support the BHTC tenancy improvements.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not subject to the California Environmental Quality Act pursuant to State CEQA Guidelines section 15060(c)(2), as activities that will not result in a direct or a reasonably foreseeable indirect physical change in the environment.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ("BHCIP")

WHEREAS, The California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., ("Department") has issued a Request for Applications, dated May 30, 2025 ("RFA"), for the Bond BHCIP Round 2 (2025) Unmet Needs Program ("Program"). The Department has issued the RFA for Program grant funds pursuant to California Welfare and Institutions Code sections 5965-5967.01 ("Behavioral Health Infrastructure Bond Act of 2024");

WHEREAS, NAPA COUNTY, a political subdivision of the State of California ("Applicant"), desires to apply for Program grant funds and has submitted an application for Program grant funds ("Application") to the Department for review and consideration; and

WHEREAS, The Department is authorized to administer BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Program Funding Agreement ("Program Funding Agreement"), and all other legal requirements of the Program.

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

1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the RFA, and to apply for Program grant funds in a total amount not to exceed $4,711,294 million.

2. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure the Program grant funds from the Department and to participate in the Program, and all amendments thereto (collectively, the "Program Documents").

3. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Program Funding Agreement. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Program Funding Agreement. Funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement.

4. JENNIFER YASUMOTO, Director of Health and Human Services Agency, (the "Authorized Signatory"), is authorized to execute the Application and the Program Documents on behalf of Applicant for participation in the Program.

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

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Rachel L. Ross* (e-signature) Deputy County Counsel Date: 10/31/25	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1886

TO: Board of Supervisors

FROM: Jennifer Palmer, Director of Housing & Community Services

REPORT BY: Jennifer Palmer, Director of Housing & Community Services

SUBJECT: Reservation of Affordable Housing Funds for a 40-unit Affordable Home Ownership Project

RECOMMENDATION

Adopt a Resolution reserving Two Million Dollars ($2,000,000) of Affordable Housing Funds to assist Community Real Estate Fund LLC with the development of 40 low-income affordable first-time home-ownership housing units; and approve a related Budget Amendment. (Fiscal Impact: $2,000,000 Expense; Affordable Housing Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County receives funds under its Affordable Housing and Incentives Ordinance (County Code Chapter 18.107) which are invested in qualified housing projects to further the development of affordable housing throughout Napa County. Community Real Estate Fund LLC, a Delaware limited liability company, is the owner of the property at 2344 Old Sonoma Road, comprising approximately 8.6 acres and designated by Assessor's Parcel 004-291-015. This site is known in the community as the former Health & Human Services campus.

The Redwood Building is a 40 unit, for-sale, affordable, home ownership project. It consists of three (3) four-(4) story condominium buildings and is located in Napa's Choice Neighborhood Initiative Area, a Prohousing-designated infill site. It offers one (1) and two (2) bedroom homes (752-1,079 sq ft), all for low-income, first-time homebuyers. A small Redwood grove will be preserved as open space. The project is being financed with a combination of private construction financing and public subsidies which include federal New Markets Tax Credit (NMTC) equity.

Community Real Estate Fund LLC submitted applications to the City of Napa in 2021 and 2022 requesting a total of Three Million Seven Hundred Sixty-One Thousand Two Hundred Twenty-Four Dollars ($3,761,224) in permanent construction financing for the development of the units, and the City of Napa approved the

requested loans.

The new homes will be affordable for purchase by households with low, and moderate incomes, with 25 of the homes reserved for households earning up to 80% of area median income, 15 of the homes reserved for households earning up to 120% of area median income. All homes will be deed restricted and resold only to those meeting the income requirements set by the Project, to ensure that the homes remain affordable. In addition, not less than 5 of the low-income ownership units will be set aside for farmworker households earning up to 80% of Area Median Income.

The financing plan for the Project assumes the majority of funding will come from New Market Tax Credit Loans and California Department of Housing and Community Development ("HCD") CalHOME Funds. Community Real Estate Fund LLC submitted a request to the County for Two Million Dollars ($2,000,000) in permanent construction financing for the development of 40 low- and moderate-income first-time home buyer affordable home ownership housing units in May 2025.

This is the first affordable housing project seeking funding from the County that is utilizing New Market Tax Credit (NMTC) financing. NMTC is a powerful tool for affordable housing and community development projects. It is specifically beneficial to affordable housing transactions because it attracts private equity investment into projects located in low-income communities through 39% federal tax credits for investors and, as a tax-driven subsidy, it reduces a projects effective financing cost. In other words, it infuses flexible, low-cost capital into developments serving low-income communities, making otherwise infeasible projects financially viable and more impactful.

Under the Multifamily Rental Housing Transaction Underwriting Guidelines, use of affordable housing funds for the refinancing of existing debt is generally prohibited, with exception for extraordinary circumstances. The Guidelines do allow for the use of affordable housing funds for acquisition-related expenses. The intent of this policy is to ensure that program resources are directed primarily toward new development costs and the creation or preservation of affordable housing units. In this case, staff finds that extraordinary circumstances exist which warrant an exception to the standard policy. The use of NMTC financing imposes unique structuring requirements related to timing, ownership, and financing flows that differ materially from conventional affordable housing transactions.

Specifically:

1. The NMTC transaction structure requires that all project assets, including land, be owned and contributed through a qualified subsidiary or leveraged structure consistent with federal tax credit regulations.

2. The original land acquisition was completed more than 24 months ago to secure a critical site in a rapidly developing area and to preserve long-term affordability potential. Delaying acquisition until financial closing would have risked loss of the site and undermined project feasibility.

3. The requested use of funds to either pay acquisition costs directly (the preferred use) or to refinance the existing acquisition debt is essential to closing the NMTC transaction and to enable the full capital stack to be deployed for the creation of affordable housing and related community benefits as a secondary option if payment of acquisition costs directly in not feasible.

Based on the foregoing, staff finds that extraordinary circumstances exist which justify an exception to the underwriting guideline prohibiting the use of affordable housing funds for refinancing of land acquisition debt more than 24 months old. Approval of this exception will facilitate the successful closing of the NMTC

financing and the advancement of the project's affordable housing objectives without resulting in undue risk or diversion of program resources. Therefore, staff recommends the Board of Supervisors approve an exception to the Multifamily Rental Housing Transaction Underwriting Guidelines to allow the use of Affordable Housing funds for the refinancing of the existing land acquisition debt associated with the Redwood Building Project if payment of land acquisition costs directly is not feasible, based on the finding of extraordinary circumstances as described herein.

Requested Actions:

1. Approve an exception to the Multifamily Rental Housing Transaction Underwriting Guidelines to allow the use of Affordable Housing funds for the refinancing of the existing land acquisition debt associated with the Redwood Building Project if payment of land acquisition costs directly is not feasible, based on the finding of extraordinary circumstances.

2. Adoption of a resolution reserving $2,000,000 of Affordable Housing Funds to assist Community Real Estate Fund LLC with the development of 40 low-income affordable first-time homeownership housing units and authorize the Chair to sign final loan documents.

3. Approval of a Budget Amendment for the following:

a. Increase in appropriations of $2,000,000 in intrafund transfers out (account 57900) from the Affordable Housing Administrative Subdivision (2080-000) using available fund balance, with an increase of intrafund transfers in (account 49900) to the Affordable Housing Projects subdivision (2080-010).

b. Increase appropriation of $2,000,000 in Long Term Loans (account 56500) in the Affordable Housing Projects Subdivision (2080-010) for a loan to develop 40 low-income affordable first-time homebuyer homeownership housing units.

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FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	If approved, it will be budgeted in Fund 2080.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to reserve Affordable Housing funds for a specific project.
Is the general fund affected?	No
Future fiscal impact:	If approved, loan will be funded in the next 30 days, pending preparation of project loan documents.
Consequences if not approved:	Project lacks necessary funding to begin construction and NMTC loans may be imperiled.

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 BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, RESERVING $2,000,000 FROM THE NAPA COUNTY AFFORDABLE HOUSING FUND TO COMMUNITY REAL ESTATE FUND LLC TO ASSIST IN THE DEVELOPMENT OF 40 LOW INCOME FIRST-TIME HOME BUYER HOME OWNERSHIP HOUSING UNITS FOR THE PROJECT LOCATED AT 2344 OLD SONOMA ROAD IN THE CITY OF NAPA

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

WHEREAS, Community Real Estate Fund LLC, a Delaware limited liability company, is the owner of one parcel of real property in Napa County, located at 2344 Old Sonoma Road, comprising approximately 8.6 acres and designated by Assessor's Parcel 004-291-015; and

WHEREAS, Community Real Estate Fund LLC submitted applications to the City of Napa in 2021 and 2022 requesting a total of Three Million Seven Hundred Sixty-One Thousand Two Hundred Twenty-Four Dollars ($3,761,224) in permanent construction financing for the development of 40 low- and moderate-income first-time home buyer home ownership housing units ("the Project"); and

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

WHEREAS, the 40-unit development will provide low- and moderate-income first-time home buyers affordable home ownership housing with 1-and 2-bedroom units for households earning up to 120% of Area Median Income; and

WHEREAS, the homes will be made affordable for purchase to households with low, and moderate incomes, with 25 of the homes reserved for households earning up to 80% of Area Median Income, 15 of the homes reserved for households earning up to 120% of Area Median Income, and all will be deed restricted and resold only to those meeting the income requirements set by the Project, to ensure that the homes remain affordable; and

WHEREAS, not less than 5 of the low-income ownership units will be set aside for farmworker households earning up to 80% of Area Median Income; and

WHEREAS, the initial financing plan for the Project assumes that the majority of funding will come from New Market Tax Credit Loans and California Department of Housing and Community Development ("HCD") CalHOME Funds; and

WHEREAS, Community Real Estate Fund LLC has submitted a request to the County for Two Million Dollars ($2,000,000) in permanent construction financing for the development of 40 low- and moderate-income first-time home buyer affordable home ownership housing units; and

WHEREAS, the County's Multifamily Rental Housing Transaction Underwriting Guidelines generally prohibit the use of housing funds for the refinancing of existing debt unless under extraordinary circumstances. The Guidelines do allow for use of the housing funds for

acquisition related expenses.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Napa County hereby finds that extraordinary circumstances exist which warrant an exception to the County's Multifamily Rental Housing Transaction Underwriting Guidelines prohibiting use of housing funds for the following reasons:

1. The Project utilizes New Market Tax Credit (NMTC) financing, which imposes unique structuring requirements related to timing, ownership, and financing flows that differ materially from conventional affordable housing transactions.
2. The NMTC transaction structure requires that all project assets, including land, be owned and contributed through a qualified subsidiary or leveraged structure consistent with federal tax credit regulations.
3. The original land acquisition was completed more than 24 months ago to secure a critical site in a rapidly developing area and to preserve long-term affordability potential. Delaying acquisition until financial closing would have risked loss of the site and undermined project feasibility.
4. The requested use of funds to either pay acquisition costs directly or to refinance the existing acquisition debt is essential to closing the NMTC transaction and to enable the full capital stack to be deployed for the creation of affordable housing and related community benefits.

BE IT FURTHER RESOLVED that the Board of Supervisors of Napa County hereby reserves Two Million Dollars ($2,000,000) from its Affordable Housing Fund, pending determination of loan terms, to assist with the development of the affordable home-ownership housing units subject to the following terms and conditions:

1. This reservation of funds shall expire on June 30, 2026, unless the County Director of Housing & Community Services extends the reservation for up to six months, or until December 30, 2026, if, in the Director of Housing & Community Services' reasonable discretion, the Developer has made good faith progress in meeting all the predisposition conditions. Further extensions must be approved by the Board of Supervisors.
2. No less than five (5) units shall be set aside for farmworker households earning up to eighty percent (80%) of Area Median Income.
3. The County's contribution shall carry 0.5% interest, unless there is a condition of default, upon which the interest shall then be 8% compound or the maximum legal rate.
4. Of the total loan amount, $500,000 shall be made available for additional financing for the five set-aside farmworker housing units. The remaining $1,500,000 will be made available for other expenses, including acquisition and predevelopment expenses, required for the development of the Project.
5. The loan shall be evidenced by a Promissory Note and secured by a Deed of Trust, and Affordability Covenant recorded against the Property, ensuring that twenty-five (25) homes will be affordable to low-income households and fifteen (15) of the homes will be affordable to median income households. The County Director of Housing & Community Services will have the

authority and discretion to enter into an Option Agreement and Assignment of Documents. All agreements shall be in a form acceptable to County Counsel.

6. The County's loan shall be reconveyed and recorded against properties sold to homebuyers, representing that property's share of the County loan, and shall require that the units remain affordable for a term of 45 years. Purchasing homeowners will be required to enter into a resale restriction with the County to ensure continued affordability of the homes. The County's loan to the Developer shall terminate when the last home is old.

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

AYES: SUPERVISORS

NOES: SUPERVISORS NONE

ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *S. Darbinian* Deputy County Counsel Date: November 13, 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:__ _____

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1812

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Departmental Allocation List for the Auditor-Controller's Office

RECOMMENDATION

Adopt a Resolution to amend the Departmental Allocation List for the Auditor-Controller's Office, effective November 22, 2025. (Fiscal Impact: Minimal Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Reclassification of Staff Services Analyst Positions

Following implementation of the Auditor-Controller's Office classification study in April 2025, 5.0 FTE Accounting Technician positions were reclassified to Staff Services Analyst I. To improve staff retention, promote career growth, and support succession planning, Human Resources recommends reclassifying these five positions to a Staff Services Analyst I/II. This change provides staff an opportunity for future promotion.

2.0 FTE of the 5.0 FTE are designated as Confidential positions and will retain this designation as access to confidential information relating to the County's administration of employer-employee relations remains unchanged.

There is no fiscal impact this fiscal year for the requested action as it is simply a change to the position allocation. Should a vacancy occur this fiscal year, the position will be filled at the Staff Services Analyst I level as budgeted.

Deletion of Administrative Secretary Position and Addition of Accountant-Auditor Position

To align with current operational needs, Human Resources recommends deleting the vacant Administrative Secretary position and adding an Accountant-Auditor I/II/Senior position. While the department has absorbed

the former Administrative Secretary's support duties, the volume of work related to property tax administration has significantly increased. Therefore, the addition of an Accountant-Auditor I/II/Senior position to supplement the existing Property Tax Specialist position is requested.

No additional budget appropriation is needed this fiscal year because salary savings are available.

Requested Action: Adopt a Resolution to amend the Departmental Allocation List for the Auditor-Controller's Office by deleting 5.0 FTE Staff Services Analyst I and 1.0 FTE Administrative Secretary and adding 5.0 FTE Staff Services Analyst I/II and 1.0 FTE Accountant-Auditor I/II/Senior, with no net increase to full-time equivalents, effective November 22, 2025.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	1100000 Auditor Controller
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The positions allocated to the Auditor-Controller's Office do not align with current operational needs.
Is the general fund affected?	No
Future fiscal impact:	The increased cost of salary and benefits for future fiscal years is approximately $75,000 and will be budgeted accordingly.
Consequences if not approved:	If not approved, the Auditor-Controller's Officer will continue to face a lack of growth and promotional opportunities, and unmanageable workloads due to an increase in volume without additional staff.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE AUDITOR-CONTROLLER'S OFFICE EFFECTIVE NOVEMBER 22, 2025

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, Napa County Code section 2.100.280 provides that the Board of Supervisors establishes the number of positions and classifications in the Departmental Allocation List by resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Departmental Allocation List for the Auditor-Controller's Office be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective November 22, 2025, the Napa County Board of Supervisors hereby approves the Departmental Allocation List for the Auditor-Controller's Office as set forth in Exhibit "A."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 18th day of November 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

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: October 17, 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

Director of Human Resources requests approval to amend the Department Allocation List as follows:

Department	Budget Unit	Position Control	Class Title	Effective Date	Change
Auditor-Controller	1100000	1011772	Administrative Secretary	11/18/25	-1.0
Auditor-Controller	1100000	NEW	Accountant-Auditor I/II/Senior	11/18/25	+1.0
Auditor-Controller	1100000	1010075	Staff Services Analyst I	11/18/25	-1.0
Auditor-Controller	1100000	1010075	Staff Services Analyst I/II	11/18/25	+1.0
Auditor-Controller	1100000	1010076	Staff Services Analyst I	11/18/25	-1.0
Auditor-Controller	1100000	1010076	Staff Services Analyst I/II	11/18/25	+1.0
Auditor-Controller	1100000	1010077	Staff Services Analyst I	11/18/25	-1.0
Auditor-Controller	1100000	1010077	Staff Services Analyst I/II	11/18/25	+1.0
Auditor-Controller	1100000	1010078	Staff Services Analyst I	11/18/25	-1.0
Auditor-Controller	1100000	1010078	Staff Services Analyst I/II	11/18/25	+1.0
Auditor-Controller	1100000	1010079	Staff Services Analyst I	11/18/25	-1.0
Auditor-Controller	1100000	1010079	Staff Services Analyst I/II	11/18/25	+1.0

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1745

TO: Board of Supervisors

FROM: Meg Ragan, Chief Technology Officer - Information Technology Services

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Agreement No. 260200B with AMS for CUBE Licenses

RECOMMENDATION

Approve and authorize Agreement No. 260200B with AMS.NET for the purchase of 75 CUBE licenses with a 58-month term and an annual cost of $1,791. (Fiscal Impact: $1,791 Expense; Information Technology Services Fund; Budgeted; Discretionary)

BACKGROUND

AMS.NET is the vendor the County uses for its telephony software licenses, annual technical support and Cisco Voice Over Internet Protocol (VoIP) telephone system. AMS.NET is an authorized vendor of Cisco software licenses.

Cisco CUBE (Cisco Unified Border Element) is the technology that connects the County's internal phone system to outside carriers (public telephone network, SIP trunk providers, etc.). Cisco requires licensing based on concurrent call paths and the total number of licenses the County maintains ensures that staff, departments, and emergency lines all have the capacity needed to handle calls at peak times; these licenses allow the County to make and receive external phone calls securely and reliably. Without the CUBE licenses, the County's call capacity may be impacted, resulting in busy signals, dropped calls, or the inability for outside parties to reach the County.

The total cost for 75 CUBE licenses is $8,657, which will be invoiced annually. Due to the aggregate total per fiscal year with the vendor, Board approval is required.

Requested Action:

Approve and authorize Agreement No. 260200B with AMS.NET for the purchase of 75 CUBE licenses in the amount of $8,657, invoiced annually at $1,791 for a 58-month term.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services (ITS), Fund 4200, Subdivision 42000-12 Telephony
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	These licenses are critical to the County's telephone system in order ensure sufficient call capacity for daily operations, meetings, and emergency communication.
Is the general fund affected?	No
Future fiscal impact:	The annual cost will continue to be budgeted in ITS' Communications Telephony subdivision and built into the Cost Allocation Plan.
Consequences if not approved:	If not approved, the County may experience service disruption, and the call capacity may be impacted.

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.

Docusign Envelope ID: AD9455FF-6169-4AE6-B5ED-B223FAD9DB92





Technology Solution Quotation

SAAS SUBSCRIPTION AGREEMENT-
MONTHLY:
Change Order 1 - 75 Cube Licenses - 58 Months

Napa County Agreement No. 260200B
Napa County
Quote #Q-00095140
PL No. 140103







AMS NET | MGT
AMS.NET, LLC. D/B/A
MGT Impact Solutions

Docusign Envelope ID: AD9455FF-6169-4AE6-B5ED-B223FAD9DB92

AMS.NET | MGT

AMS.NET, LLC. D/B/A MGT Impact Solutions
502 Commerce Way, Livermore, CA 94551
(925) 245-6100 | Fax (925) 245-6150
www.mgt.us

Quote # Q-00095140

Introduction

At AMS.NET, part of MGT, we are trusted advisors driven by social impact. Our specialized technology and advisory solutions address the mission-critical problems that live at the top of our client's leadership agenda. From aging technology and cybersecurity threats to budgetary constraints, we take on the toughest challenges – and succeed together.

Our suite of comprehensive technology solutions, spanning **cybersecurity**, **managed services**, **SaaS**, **physical security**, **network infrastructure**, **cloud and data**, **communications**, and more empower you to effortlessly conquer your toughest technology obstacles. Please refer to our customer price quote for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

A Social Impact Commitment

DEFINED BY IMPACT

We understand how important flexibility and scalability is to Napa County, and for this reason we are providing a predictable subscription technology solution that supports your organizations goals and helps you improve the communities you serve.

MGT's Expertise

MGT brings **50 years** of experience and more than 900 professionals driving positive social change with technology and advisory solutions for education, government, and enterprise companies. We have a national presence with local engineering and cabling resources.

Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cybersecurity & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

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Quote # Q-00095140

Billing Information

AMS.NET, LLC. will invoice against the contract once a purchase order is received and processed by AMS.NET, LLC. Failure to pay invoices may lead to cancellation of manufacturer subscription.

SaaS Contract Cost Summary:

Contract Term	58 Month	Monthly Total	$149.25
Billing Term	Annual	Annual Total	$1,791.00
		Total Contract	$8,656.50

Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. Your invoice will reflect the additional usage. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to AMS.NET|MGT Renewals Team, at renewals@mgt.us. To cancel your subscription at the end of the initial term, please notify AMS.NET|MGT Renewals Team by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.

AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. In order to renew the subscription, please email a purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, in writing 45-days prior to the end-of-term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, in writing 45-days prior to the end-of-term to avoid cancellation.

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Quote # Q-00095140

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

Quote Description
Change Order 1 - 75 Cube Licenses - 58 Months

Estimated Contract Start	10/29/2025
Estimated Contract Expiration	8/28/2030
Contract Term	58 Month
Billing Term	Annual
Modified	9/30/2025
Account Mgr.	Dave Zieker (925) 245-6160 dzieker@mgt.us
Inside Account Mgr.	Mike Bruington (925) 245-6165 mbruington@mgt.us

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	A-FLEX-STD-CUBE CUBE Standard Trunk Session License	75	58 Month	$1.99	58	$8,656.50

Order Summary

Monthly Total	$149.25
Contract Total	$8,656.50

Impacting communities **for good.** 800.893.3660 | www.mgt.us

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www.mgt.us

Quote # Q-00095140

Sign and return this page to your account manager to accept this proposal for SaaS Subscription-Monthly.

I, the undersigned ("Customer"), hereby accept this proposal for SaaS Services(s) as detailed in the quote number **Q-00095140.** I also agree to the following:

Terms and Conditions

Payment Conditions

☐ **Yes**, Customer chooses to purchase SaaS services from AMS.NET, LLC. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

Term: 58 Month

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. If this is a Cisco SaaS agreement, the Cisco Systems Universal Cloud Agreement applies. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Month 58 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
A-FLEX-STD-CUBE CUBE Standard Trunk Session License	75	58 Month	$1.99	58	$8,656.50

Monthly Total	$149.25
Annual Total	$1,791.00
Contract Total	$8,656.50

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Quote # Q-00095140

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by		Acknowledged and Agreed	
AMS.NET, LLC.		Napa County	
Signature	Signed by: Diana Monaghan 3232E6663BAC45D...	Signature	
Name	Diana Monaghan	Name	Anne Cottrell
Title	Secretary	Title	Chair, Board of Supervisors
Date	10/14/2025	Date	

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Ryan FitzGerald (e-sign) Deputy County Counsel	Date:	By:
Date: October 3, 2025	Processed By:	
	Deputy Clerk of the Board	

Payment Terms and Conditions

1. AMS.NET, LLC. will require a purchase order referencing this Quote # and an authorized representative must sign this proposal.

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

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

4. The laws of the state where the item is shipped will apply to this sale.

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

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Quote # Q-00095140

6. Cisco Cloud services purchased from AMS.NET, LLC. D/B/A MGT Impact Solutions requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (30) days of Your purchase.

7. AMS.NET, LLC. will invoice against the original contract once a purchase order is received and processed by the AMS.NET, LLC. internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, within 45-days of the end of the initial term. AMS.NET, LLC. will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET|MGT Renewals Team at renewals@mgt.us, in writing 45-days prior to the end-of-term to avoid cancellation.

AMS.NET, LLC.
Tax ID: 94-3291626
C7 & C10 Contractor Licenses: 763508

Purchase Order

Please make your purchase order to AMS.NET, LLC. and email it to Dave Zieker at dzieker@mgt.us. You may also return it by mail to 502 Commerce Way, Livermore, CA 94551.

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Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1768

TO: Board of Supervisors

FROM: Meg Ragan, Chief Technology Officer

REPORT BY: Matthew Quisenberry, Secretary

SUBJECT: Disposal of County Surplus Property for Donation

RECOMMENDATION

Declare certain items of personal property as surplus and no longer required for public use; and approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms. (No Fiscal Impact)

BACKGROUND

Information Technology Services (ITS) tries to replace computers used by County employees every 4 years. Reasons for replacement are:

• Warranties on the computers are three years and repairing a computer over 4 years of age can be costly.

• When taking the cost of repair and considering how much time is left on the computer, it makes sense to replace with a new computer.

• Older computers face more system failures as well as higher maintenance costs.

• Older systems are more likely to see power supply failures, network component failures, and hard drive failures leading to nonproductive employee time.

As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County. In making the decision to recommend whether surplus computer equipment is to be donated or sent to public auction, staff considers a few variables:

• Does the surplus computer equipment have any significant dollar value the County could reasonably recover?

• Has there been any expressed need for surplus computers by eligible schools and tax-exempt health or human service organizations?

ITS has accumulated certain surplus computer items, which no longer meet the County's equipment standards

and requirements but still have potential for use by entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 24 U.S.C. Sec. 501(c)(3), that is organized to provide health or human services.

Today's request is to donate personal computers (PCs), monitors, and miscellaneous surplus equipment to Computers for Classrooms, which meets the requirements of Government Code Section 25372.

Computers for Classrooms helps provide refurbished computers to California schools, nonprofits, seniors, and citizens with low income.

All recommended items have been reviewed and deemed obsolete and unsuitable for County use. The list of donation items is attached.

Requested Action:

1. Declare certain items of personal property as surplus and no longer required for public use; and,

2. Approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers of Classrooms.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

ITS Donation Personal computers/monitors/etc.

Asset #	Property Description	Serial #	PO Number	Created Date
C0809	OptiPlex 5070	GKXD613	3307	5/25/2005
C0655	OptiPlex 5060	FYTDB03	3274	5/25/2005
C0790	OptiPlex 5070	GKWRG13	3307	5/25/2005
C0842	OptiPlex 5070	GKYPG13	3307	5/25/2005
cws188	OptiPlex 5070	GKZRG13	3307	5/25/2005
C0242	All-in-One OptiPlex 7450	48FLQP2		5/25/2005
M3175	Dell 1704FPVt	CN0J664271618538ADCA	5154	5/25/2005
M3005	Dell 1703FPs	MX02Y31147605453AS9U	4694	5/25/2005
M2946	Dell 1901FP	CN05Y2327161841JAC2J	1282204	5/25/2005
M3231	Dell 1905FP	CN0T61167161855AAA3K	5261	6/20/2005
M3389	Dell 1704FPTt	CN0Y42997161859JAEN2	5566	2/3/2006
P1141	HP DeskJet 460C	SMY6324Z18F	5720	6/14/2006
M3648	Dell 1707FPf	CN0CJ167728726AA0NMU	6052	1/12/2007
M4048	Dell 2007FPb	MX-0G324H-74262-88D-198L	6888	9/5/2008
M4069	Dell 1708FPb	CN-0G302H-74261-8AI-0R9L	7005	1/7/2009
M4072	Dell 1708FPb	CN0G302H742618AI1J7L	7005	1/7/2009
M4087	Dell 1708FPb	CN0G302H742618AI1EJL	7005	1/7/2009
M4100	Dell 1708FPb	CN-0G302H-74261-8AI-1EML	7005	1/21/2009
M4106	Dell 1708FPb	CN0G302H742618AI1J9L	7005	1/21/2009
M4335	Dell P170St	CN0C2JMK744450CHBR5S	7806	4/1/2011
M4355	Dell P170Sb	MX02N6NN742620892FNU	7935	6/17/2011
M4408	Dell P190Sb	MX004K3T742621A71W2L	SRMS85010	1/5/2012
M4583	Dell P170Sb	CN-0TJKG1-74261-2AC-2K6U	8413	12/4/2012
M4615	Dell P1913Sf	CN0NWXT6728722CLE1RM	012813CTOMMASI	2/14/2013
C7392	OptiPlex 7010	6JHHCX1	8507	6/18/2013
M4719	Dell P2212Hf	CN0174R77287237MD36M	082313DCALDWELL	8/27/2013
X1453	Panasonic KV-S1025C	E2439RM3564	123113CTOMMASI	1/7/2014
M4889	Dell P1914Sf	CN0YGP3972872463ECML	21318	9/4/2014
M4889	Dell P1914Sf	CN-0YGP39-72872-38L-AKNL	21318	9/4/2014
M5072	Dell P2213t	CN-0FJ44J-74445-54T-AUGM	080315STANGLAND	8/7/2015
M5096	Dell P1914Sf	CN-0YGP39-72872-57S-AVNB	90315	9/17/2015
C8312	OptiPlex 7040 Micro	8PYRGB2	1354	5/18/2016
SC0340	OptiPlex 5040	2X93JB2	1480	6/21/2016
C8439	Latitude E5470	23FSDC2	1502	7/14/2016
C8525	OptiPlex 5040	8Q06CH2	1789	1/27/2017
C8556	OptiPlex 5040	8Q79CH2	1789	1/27/2017
SC0257	OptiPlex 5040	2L4YJH2	1983	5/26/2017
SC0306	OptiPlex 5040	2JXGJH2	1983	5/30/2017
SC0307	OptiPlex 5040	2JYKJH2	1983	5/30/2017
SC0316	OptiPlex 5040	2JVHJH2	1983	5/30/2017
c8685	All-in-One OptiPlex 7440	64D0JK2	2080	8/8/2017
C8721	All-in-One OptiPlex 7440	64CZHK2	2080	8/8/2017
C8729	All-in-One OptiPlex 7440	64BWHK2	2080	8/8/2017
SC0343	OptiPlex 5050	93MGHL2	2136	10/5/2017
M5552	Dell P1917S	CYNRN82	101917SandraH	10/27/2017
CWS111	OptiPlex 5050	CP5VBM2	2264	1/16/2018
C9026	OptiPlex 5050	GJYD9N2	2371	3/27/2018
C9049	OptiPlex 5050	GJNK9N2	2371	3/27/2018
C8984	OptiPlex 5050	GK1F9N2	2371	4/19/2018
C9204	OptiPlex 5050	GJZJ9N2	2371	6/11/2018
C2285	EliteBook x360	5CG8163V4L	2473	6/19/2018
C9267	Latitude 5480	94894Q2	2491	8/1/2018
M5721	Dell P2016	B1MTY72	072618BHanson	8/6/2018
C9243	OptiPlex 5060	BDGJHQ2	2605	9/6/2018
C9291	All-in-One OptiPlex 3050	F9JLHQ2	2605	9/6/2018

Asset #	Property Description	Serial #	PO Number	Created Date
C9292	All-in-One OptiPlex 3050	F9HPHQ2	2605	9/6/2018
C9294	All-in-One OptiPlex 3050	F9HNHQ2	2605	9/6/2018
X1821	Panasonic KV-S1025C	E2443RM2120	090315MVANWIE	9/10/2018
C9305	OptiPlex 5060	8RCXHQ2	2652	9/14/2018
C9340	OptiPlex 5060	8RMVHQ2	2652	9/14/2018
C9346	OptiPlex 5060	8RGSHQ2	2652	9/14/2018
C9370	OptiPlex 5060	8RDSHQ2	2652	9/17/2018
C9420	Latitude 5590	F5D8TT2	2831	2/1/2019
SC0407	OptiPlex 5060	7ZHYCV2	2851	2/19/2019
C0062	Latitude 5490	JX55NF2	2852	2/26/2019
C0111	OptiPlex 5060	6KXYZV2	2920	4/8/2019
C0114	OptiPlex 5060	6KY30W2	2920	4/8/2019
C0171	OptiPlex 5060	6L910W2	2920	4/8/2019
C0200	OptiPlex 5060	6L710W2	2920	4/8/2019
C0202	OptiPlex 5060	6L7ZZV2	2920	4/8/2019
C0178	OptiPlex 5060	6LB20W2	2920	4/8/2019
C8257	OptiPlex 7040 Micro	DHZCGB2	1353	5/6/2019
C8264	OptiPlex 7040 Micro	DHMJGB2	1353	5/9/2019
C8266	OptiPlex 7040 Micro	DJ1JGB2	1353	5/9/2019
C8761	OptiPlex 7040 Micro	8PXPGB2	1354	5/18/2019
C8293	OptiPlex 7040 Micro	CJVQHB2	1387	5/27/2019
C8300	OptiPlex 7040 Micro	CJW7HB2	1387	5/27/2019
C0239	OptiPlex 5060	7DFJPX2	PO#3077	7/12/2019
C0281	Latitude 5400	B51T4Y2	3139	8/23/2019
C0284	Latitude 5290	BTK20Z2	ITS-420673-34203	8/28/2019
C0304	Latitude 5400	8XRP0Z2	3154	8/28/2019
C0306	Latitude 5400	JLLLZY2	3154	8/28/2019
C0308	EliteBook x360	5CG81854G7	3147	8/30/2019
M5946	Dell P2018H	29L9WX2	3196	10/2/2019
C0340	OptiPlex 5060	FJL7BZ2	3201	10/4/2019
C0341	OptiPlex 5060	FJ94BZ2	3201	10/4/2019
C0342	OptiPlex 5060	FJ95BZ2	3201	10/4/2019
C0337	Latitude 5400	D8RZ0Z2	3196	10/7/2019
C0345	Latitude 5400	3CRZ0Z2	3196	10/7/2019
C0361	OptiPlex 5060	FJH6BZ2	3201	10/9/2019
C0406	OptiPlex 5060	FJC9BZ2	3201	10/9/2019
C0433	OptiPlex 5060	FJJ5BZ2	3201	10/9/2019
C0437	OptiPlex 5060	FJK4BZ2	3201	10/9/2019
C0438	OptiPlex 5060	FJK7BZ2	3201	10/9/2019
C0444	OptiPlex 5060	FJM8BZ2	3201	10/9/2019
X2704	Panasonic KV-S1027C	H3796VF2963	3277	11/8/2019
C0455	OptiPlex 5060	FYWFB03	3274	11/13/2019
C0457	OptiPlex 5060	FYLFB03	3274	11/13/2019
C0462	OptiPlex 5060	FY6HB03	3274	11/13/2019
C0471	OptiPlex 5060	FYNFB03	3274	11/13/2019
C0475	OptiPlex 5060	FXZGB03	3274	11/13/2019
C0477	OptiPlex 5060	FY0HB03	3274	11/13/2019
C0482	OptiPlex 5060	FYCDB03	3274	11/13/2019
C0491	OptiPlex 5060	FXZFB03	3274	11/13/2019
C0632	OptiPlex 5060	FYZFB03	3274	11/18/2019
C0653	OptiPlex 5060	FYNDB03	3274	11/18/2019
C0656	OptiPlex 5060	FYYGB03	3274	11/18/2019
C0657	OptiPlex 5060	FYWGB03	3274	11/18/2019
C0658	OptiPlex 5060	FZ0FB03	3274	11/18/2019
C0659	OptiPlex 5060	FYJHB03	3274	11/18/2019
C0662	OptiPlex 5060	FYKDB03	3274	11/18/2019
C0670	OptiPlex 5060	FYGDB03	3274	11/18/2019
C0671	OptiPlex 5060	FYJGB03	3274	11/18/2019
C0675	OptiPlex 5060	FY8HB03	3274	11/18/2019
C0678	OptiPlex 5060	FYDFB03	3274	11/18/2019
C0688	Latitude 5400	2M0QXY2	3276	11/22/2019
C0698	Latitude 5400	98MYYY2	3276	11/22/2019
C0707	Latitude 5400	98HW8Y2	3276	11/22/2019
C0720	OptiPlex 5070	GL0D613	3307	12/30/2019
C0739	OptiPlex 5070	GL7SG13	3307	12/30/2019

Asset #	Property Description	Serial #	PO Number	Created Date
C0748	OptiPlex 5070	GL3K613	3307	12/30/2019
C0771	OptiPlex 5070	GL1J613	3307	12/30/2019
C0782	OptiPlex 5070	GL6F613	3307	12/30/2019
C0792	OptiPlex 5070	GL0G613	3307	12/30/2019
C0808	OptiPlex 5070	GL1K613	3307	12/30/2019
C0813	OptiPlex 5070	GKZQG13	3307	12/30/2019
C0821	OptiPlex 5070	GL9G613	3307	12/30/2019
C0822	OptiPlex 5070	GL8QG13	3307	12/30/2019
C0824	OptiPlex 5070	GL9QG13	3307	12/30/2019
C0825	OptiPlex 5070	GLCC613	3307	12/30/2019
SC0384	OptiPlex 5070	GL9H613	3307	12/30/2019
C0831	OptiPlex 5070	GKWPG13	3307	12/30/2019
C0834	OptiPlex 5070	GLXRG13	3307	12/30/2019
C0845	OptiPlex 5070	GL6C613	3307	12/30/2019
C0852	OptiPlex 5070	GL6J613	3307	12/30/2019
SC0385	OptiPlex 5070	GLBH613	3307	12/30/2019
C0859	OptiPlex 5070	GL8RG13	3307	12/30/2019
C0865	OptiPlex 5070	GL6H613	3307	12/30/2019
C0876	Latitude 5300	H6Y1KW2	ITS420730-38413	1/22/2020
C8555	OptiPlex 5040	8Q84CH2	1789	1/27/2020
C0881	OptiPlex 5070	1Y77N23	3342	1/29/2020
C0882	Latitude 5400	1426K13	NPSAN-0000004695	1/31/2020
C0904	OptiPlex 5070	8KMNN23	013120SO	2/7/2020
M6018	Dell P2018H	GT9PHZ2	ITS420764-41005	2/28/2020
C0928	Inspiron 3593	7RKN723	Amazon	4/20/2020
C0965	Latitude 5400	7SZN533	TKT41939	5/11/2020
C0980	Latitude 5400	G78M533	TKT41939	5/11/2020
C0528	Latitude 5400	HQX4M33	3518	5/22/2020
C0533	Latitude 5400	6WP4M33	3518	5/22/2020
SC0301	OptiPlex 5040	2JXHJH2	1983	5/30/2020
SC0310	OptiPlex 5040	2JTGJH2	1983	5/30/2020
C0512	Inspiron P85F	D6Y5FT2	Covid19 credit card purchase	5/30/2020
C0513	Inspiron P85F	6CY5FT2	Covid19 credit card purchase	5/30/2020
C0550	Latitude 5400	GZ6VN53	3602	8/5/2020
C0570	Latitude 5400	DV6VN53	3602	8/7/2020
SC0376	Latitude 5400	4KLVN53	3602	8/7/2020
C0580	Latitude 5400	2NDVN53	3602	8/7/2020
C0605	Latitude 5410	BSJHN53	3625	9/9/2020
C0606	EliteBook x360 1030 G7	CND03401Y3	ITS420829-47229	9/9/2020
C0607	Latitude 5510	F20N063	ITS420836-47301	9/9/2020
C8307	EliteBook x360 1030 G7	CND0354541	3626	9/23/2020
C8313	EliteBook x360 1030 G7	CND0354543	3626	9/23/2020
C8314	EliteBook x360 1030 G7	CND0354544	3626	9/23/2020
C8316	EliteBook x360 1030 G7	CND0354546	3626	9/23/2020
C8894	OptiPlex 5050 Micro	CGFC0M2	ITS420349	11/9/2020
C0622	Latitude 5410	JS2F273	3729	11/20/2020
C1001	Latitude 5410	3JY3573	3729	11/20/2020
C1005	Latitude 5410	DYD6273	3729	11/20/2020
C3003	Latitude 5410	33NB273	3729	11/20/2020
C1011	Latitude 5410	JMJ9273	3729	11/20/2020

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

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 24-1456

TO: Board of Supervisors

FROM: Anthony Halstead - Director of Library Services and Community Outreach

REPORT BY: Anthony Halstead - Director of Library Services and Community Outreach

SUBJECT: Approve and authorize Agreement No. 260226B between County, Court and Law Library Trustees

RECOMMENDATION

Approve and authorize Agreement No. 260226B and establish a new Division within the Napa County Library Fund to administer the Napa County Law Library; approve the transfer of the balance of funds currently in the Agency Fund to the Library Fund; and approve a Budget Amendment to increase appropriations for the new Division for Fiscal Year 2025-26. (Fiscal Impact: $150,000 Expense; Library Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Law Library Trust Fund receives a specific portion of certain court civil filing fees. This figure is determined by the State of California. These funds are deposited by the State to the Law Library Trust Fund on a monthly basis, which is administered by the Court. Expenses are currently paid by the Court from the Law Library Trust fund using these funds. The Court pays for law library staffing and legal materials with court funds. Per the Court-County Memorandum of Understanding (MOU), the County transfers $22,000 annually back to the Court to cover a portion of the staffing costs. An additional $3,000 funds the Court's cost to support the law library's facility. Law Library staffing costs paid by the Court above the $22,000 are reimbursed to the court from the Law Library Trust Fund.

In discussions with the Courts, it has been determined that these funds would be better accounted for if they were overseen by the Napa County Library as part of the County Library Fund. The fees, other funding resources, services and staffing would remain the same. This will provide better transparency of the Law Library activity, including all revenues and costs, as well as provide proper budgetary controls and reporting. In addition, the change will allow the County Library to assign staff to the Law Library and pay for these hours directly from this Division.

This action will eliminate the Trust (Agency) Fund, creating a new operational Library Division within the County Library Fund that will allow the County to receive funding and pay expenses directly as a County

entity. The Auditor-Controller will close the Agency Fund and transfer any remaining cash balance (approximately $246,000) to the new Library Division, with restriction on use of the funds for the Law Library Trust purposes only.

The County General Fund will continue to contribute $25,000 annually to support a portion of the Law Library staffing ($22,000), and the Court to support the Law Library facility ($3,000). These funds will now be contributed from the County General Fund to the County Library - Law Library Trust division to be disbursed to pay for these services directly.

This new Division will require appropriation authority to pay for staffing, books, electronic resources, and supplies for total of $150,000 annually.

Requested action:

1. Approve and authorize Agreement No. 260226B with the effective date of July 1st, 2025;

2. Approve and authorize the establishment of a new Division (20210) within the Napa County Library Fund (2020) to administer the Napa County Law Library Trust transactions directly;

3. Approval of a Budget Amendment to establish appropriations for the Fiscal Year 2025-2026 in the amount of $150,000 for the new Division (20210), Law Library Trust, with use of fund balance. Increase Napa Library, division (20200) appropriations, Extra Help (Account 51110) $64,000, offset by an Intrafund Transfer-In of the same amount from Law Library Trust.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This change will update the MOU between the County and Courts and streamline payment and accounting processes for the Law Library.
Is the general fund affected?	No
Future fiscal impact:	Each year the Library will establish a budget for the Law Library activity in this new Division.
Consequences if not approved:	Napa County Law Library Trust Fund will remain under County Court; Napa County will not be able to staff Law Library using Trust funds.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260226B

MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 18th day of November, 2025 ("Effective Date"), by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County;" the BOARD OF LAW LIBRARY TRUSTEES, hereinafter referred to as "Law Library Trustees" of the Napa County Law Library ("Law Library"); and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA, a unified court, hereinafter referred to as "Court."

RECITALS

WHEREAS, as part of implementation of Assembly Bill 233 (Chapter 850 of the Statutes of 1997, hereinafter referred to as "AB 233"), County, Court and the Law Library Trustees entered into Agreement No. 4137 as of July 1, 1999 to set forth the terms and conditions under which the Court would continue to provide and County would reimburse Court for the costs of those services provided by Court to County and the Law Library commencing with fiscal year 1999-2000 which do not meet the definition of "court operations" set forth in Rule 10.810 of the California Rules of Court; and

WHEREAS, pending the Effective Date, Agreement No. 4137 remains in effect, having been amended in 2005 and 2014 to reflect changes in the location, type and manner of provision of some of the services, to add provisions relating to network security, to clarify the procedure for automatic adjustment of the reimbursement rates, and to make various technical changes; and

WHEREAS, the parties desire to continue their arrangement to provide certain services and to reimburse Court for services that are not considered "court operations," and to amend and restate their respective obligations as set forth below, and to replace Agreement No. 4137 as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, County, Court and Law Library Trustees agree as follows:

TERMS

1. **Term of the MOU.**

(a) Initial Term. The initial term of this MOU shall commence on July 1, 2025 and shall expire on June 30, 2026 unless terminated earlier in accordance with Paragraph 7; except that the mutual obligations of County, Court and Law Library Trustees under Paragraph 6 (Indemnification) shall continue in full force and effect after the date of expiration or early termination as to liability arising from events occurring prior to such dates during the term of the MOU.

(b) Automatic Renewal. The term of this MOU shall automatically renew for an additional year at the end of each fiscal year under the terms and conditions then in effect, unless a party gives the other parties written notice of intention not to renew no less than ninety (90) days prior to the expiration of the current term pursuant to Government Code section 77212. For

purposes of this MOU, "fiscal year" shall mean the County fiscal year commencing on July 1 and ending on June 30. The automatic renewals shall not extend this MOU past June 30, 2036, (10 renewals) without a written amendment to this MOU approved by the Presiding Judge, the Board of Supervisors, and the Board of the Law Library Trustees.

2. **Scope of Services.** The parties shall provide those services set forth in Attachment A, attached hereto and hereby incorporated into the MOU by reference.

3. **Reimbursement.**

(a) Rates. In consideration of Court's fulfillment of the promised work, County and Law Library Trustees shall reimburse Court for such services, in accordance with the rates and/or methodology set forth in Attachment B, attached hereto and hereby incorporated into the MOU by reference.

(b) Additional Services or Provisions. County may request that Court perform additional services beyond those described in the Scope of Services, and or the provide equipment, supplies, materials (collectively "Provisions"). County and Court must agree in writing upon a fee for the Additional Services or Provisions prior to Court's performance of any additional services or supplying of Provisions. The total cost of any additional services performed or Provisions supplied under this Agreement shall not exceed Five Thousand Dollars ($5,000.00) in any County fiscal year.

4. **Method of Reimbursement.**

(a) County shall remit, by any mutually acceptable method, payment to Court for those amounts described in Section 1 of Attachment B.

(b) All reimbursement for Additional Services or Provisions and authorized travel incurred under this MOU shall be made only upon presentation by Court to County of an itemized billing invoice in a form acceptable to the Napa County Executive Officer and the Napa County Auditor-Controller. Court shall submit such invoices with appropriate backup detail quarterly to the Napa County Executive Officer or designee who shall review each invoice for compliance with the requirements of this MOU and shall within ten working days of receipt either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Napa County Executive Officer or designee shall remit payment to the Court. Notwithstanding the foregoing, the invoice for fourth quarter reimbursement shall be submitted by the Court no later than 30 days after the end of each fiscal year and, if approved, shall be paid within 30 days from receipt of invoice.

5. **Independent Contractors.** The Court and County agree and acknowledge that they are independent contractors of each other in fulfilling their obligations hereunder. Court and the officers, agents and employees of Court are not, and shall not be deemed, employees of County or the Law Library Trustees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to employees of County or of the Law Library Trustees other than those granted to them through the collective bargaining process. County and the officers, agents and employees of County are not, and shall not be deemed, employees of Court or the Law Library Trustees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to employees of Court or of the Law Library Trustees other than those granted to them through the collective bargaining process. Each party hereto shall determine, at its own risk and expense, the method and manner by which duties imposed on

it by this MOU shall be performed; provided, however, that each party may monitor the work performed by the other as appropriate hereunder. County shall not deduct or withhold any amounts whatsoever from the reimbursement paid to Court, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. Court alone shall be responsible for all such payments.

6. **Indemnification.** County, Court and Law Library Trustees shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this MOU from any claims, loss or liability including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under the MOU and related amendments.

7. **Termination/Remedies for Default.** Due to the restrictions on terminating the relationship between County and Court in Government Code section 77212, this MOU may be terminated by County and Court prior to the expiration date of the initial term or any automatic renewal thereof only with the mutual written consent of both County and Court. For this reason, the sole remedy for default by Court relating to provision of the services required under this MOU shall be through the equitable remedy of specific performance and the sole remedy for default by County relating to reimbursement for the cost of the services provided shall be through legal action for damages. Notwithstanding the foregoing, County, Court and the Law Library Trustees may terminate that portion of this MOU relating to services to the Law Library by mutual consent at any time, any of the three parties may terminate such portion of the MOU at any time upon giving the other parties no less than thirty (30) days prior written notice, and none of the parties shall be limited as to remedies for breach of such portion of the MOU.

8. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this MOU 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 MOU.

9. **Notices.** All notices required or authorized by this MOU shall be in writing and shall be delivered in person or by deposit in the United States mail, first class postage prepaid; by deposit in a sealed envelope in County's internal mail system; by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, depending upon the mode of communication selected. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

Court and Law Library Trustees	County
Court Executive Officer	Napa County Library Director
825 Brown Street	1195 Third Street, Rm. 310
Napa, CA 94559	Napa, CA 94559
Fax: (707) 299-1250	Fax: (707) 253-4176
Court.administration@napa.courts.ca.gov	library@countyofnapa.org

10. **Confidentiality.** Confidential information is defined as all information disclosed to Court in the course of Court's performance of services under this MOU, where such information relates to County's (or Law Library Trustees') past, present, and future activities, as well as activities under this MOU, and County or Law Library Trustees indicates in writing to Court that such information is confidential. Court and any of its officers, agents and employees providing services under this MOU shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of County expressed through its Napa County Executive Officer (for County information) or through the President of Law Library Trustees (for Law Library Trustees' information).

11. **No Assignments or Subcontracts**. A significant consideration of this MOU and subsequent amendments is the interrelationship of the services listed herein with Court operations and facilities which will allow the Court to efficiently provide the necessary services utilizing trained Court staff. For this reason, County, Court and Law Library Trustees agree that Court shall not assign any interest in this MOU, or subcontract any of the services Court is to perform hereunder without the prior written consent of the other party/parties, as applicable, which shall not be unreasonably withheld, except that no such consent shall be required for services which were provided by Court to County through subcontract as of the effective date of this MOU. County approval of subcontracts shall be made by the Napa County Executive Officer or their designee.

12. **Compliance with Laws.** In providing the services required by this MOU, each party hereto shall observe and comply with all applicable federal, state and local laws, ordinances, codes, court rules, and regulations, including Judicial Council regulations.

13. **Taxes.** County, Law Library Trustees, and Court each agree to be solely liable and responsible for all required tax withholdings including, without limitation, those for state and federal income and FICA taxes relating to their respective employees or subcontractors retained to provide the services under this MOU. The parties agree to indemnify and hold one another harmless from any liability Court, County or Law Library Trustees may incur to the United States or the State of California as a consequence of their respective failure to withhold such amounts when due. In the event that any of the parties are audited for compliance regarding any such withholding or payment of taxes, each party agrees to furnish the affected other parties with proof of the withholding.

14. **Access to Records/Retention.** County, Law Library Trustees, any federal or state grantor agency funding all or part of the reimbursement payable hereunder, the State Controller, the Judicial Council of California, 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 Courts which are directly pertinent to the subject matter of this MOU for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Court shall maintain all required records for five years after County and/or Law Library Trustees make final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later.

15. **Amendment/Modification.** Except as otherwise provided herein, this MOU may be modified or amended only in writing and with the prior written consent of all parties. For amendments or modifications that to not affect the Law Library, County and Court may agree to

such amendment or modification in writing without the consent of Law Library Trustees, provided County or Court provides Law Library Trustees with the proposed amendment or modification at least 30 days prior to its consideration by the Board of Supervisors. Court must receive authorization from County pursuant to Paragraph 3(b) above prior to performing work beyond the scope of services prescribed by Attachment "A." Failure of Court to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

16. **Conflict of Interest.** Court hereby covenants that it presently has no interest not disclosed to County and Law Library Trustees and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as County (through the Napa County Executive Officer) and Law Library Trustees (through its President) may consent to in writing.

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

18. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this MOU 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.

19. **Interpretation.** The headings used herein are for reference. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state court to enforce any provision of this MOU shall be Napa County, California, but any such matters shall be heard only before an assigned judge not presently sitting as a regular judge on the bench of Court. The venue for any legal action filed by either side in federal court to enforce any provision of this MOU lying within the jurisdiction of the federal courts shall be the Northern District of California.

20. **Authority to Contract**. County, Court and Law Library Trustees each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this MOU.

21. **Severability.** If any provision of this MOU, 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 MOU.

22. **Entirety of Contract.** This MOU constitutes the entire agreement between the parties relating to the specific subjects of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

23. **Counterparts.** This MOU 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 Amended and Restated MOU is executed by County, acting by and through the Chair of the Board of Supervisors, by Court through its Presiding Judge, and by Law Library Trustees through its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA

By _____
Scott R. L. Young, Presiding Judge

Approved as to Form:
General Counsel for Court

By: _____
Lloyd Llewelyn

BOARD OF LAW LIBRARY TRUSTEES OF THE NAPA COUNTY LAW LIBRARY

By: _____
Anthony Halstead, President

Approved as to Form:
Napa County Counsel's Office
Counsel for Law Library Board of Trustees

By: Silva Darbinian
Silva Darbinian, Deputy

NAPA COUNTY, a political subdivision of the State of California

By: _____
Anne Cottrell, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: November 4, 2025	_____ Deputy Clerk of the Board	

ATTACHMENT A

SCOPE OF SERVICES

1. **Law Library**

A. The Law Library Board of Trustees will hire a Law Librarian via a separate contract. Duties and hours of Law Librarian will be determined by Law Library Trustees.

B. The Court grants the Law Library Trustees a license to use the Law Library room located on the first floor of the Historic Courthouse at 825 Brown Street (Premises) subject to the following:
- The license is exclusively for purposes of operating a law library open to the public;
- The law library may operate only between Mondays and Fridays, during the hours of 8:00 a.m. to 4:00 p.m.;
- Neither the County, the Law Library Trustees, nor any of their employees or agents may make any alterations to the Premises absent advanced written consent of the Court's Chief Executive Officer;
- The Court shall maintain the Premises. Any and all maintenance requests shall be directed to the Court's Executive Assistant at court.administration@napa.courts.ca.gov.

C. The County shall provide the services of a Library Associate to assist the Law Library Board of Trustees and the Law Librarian in operating the Law Library within the Premises. The services shall be provided by County by assigning County staff. The County staff provided shall perform the following services:

- Provide direct patron/customer support via in person visits, phone calls and email.
- Organize and maintain the Law Library collection.
- Work under the day to today direction of the Law Librarian, County Library, Law Library Trustees, and the Court.
- Additional duties as defined by the County Library Associate classification.

D. The Court will provide support services as follows:
- Court IT will support court-provided equipment, software, and access to the Court Case management system that are located inside the law library.
- Court staff will assist with the distribution of books and general questions from law library users in the absence of County library staff.
- Janitorial services

E. The Court and County will mutually agree on the hours the law library will be available to law library users.

2. **Comprehensive Collections Program**

(a) Maintenance of Effort. Court and County shall maintain their respective involvement with the enhanced collections effort for Court Revenues set forth in Attachment C in a manner and level equivalent to that maintained by Court and County as of July 1, 2025. Court shall continue to prepare and provide County with monthly reports of collections and expenses. County shall maintain its contractual arrangement with Linebarger, Attorneys at Law (or equivalent outside contractor, at County's discretion, but only upon reasonable notice to the Court with the opportunity to participate in vendor selection) for court revenues collections services during each County fiscal year and in that regard County shall be responsible for entering into any necessary contract amendments or new agreements with such contractor. County Auditor-Controller will remit payments and submit reports to the State as required by law. In the event of an audit by the State, Court shall cooperate with County as reasonably necessary to respond to the audit.

(b) "One-Stop" Collections Program. Court shall maintain a comprehensive "one-stop shopping" collections program for all court-ordered obligations including, but not limited to, fines, fees – including administrative fees, assessments, forfeitures, and the like (Collected Fees). Amounts ordered for victim-restitution are not Collected Fees. The parties agree that such obligations to pay Collected Fees may include payment plans. If additional types of Collected Fees are authorized by statute, or by Court, County or Municipal action, and implemented by Court, Court may add such Collected Fees to the one-stop shopping collections program. The Court shall endeavor to provide appropriate County personnel prior notice of any new Collected Fees at the earliest opportunity.

3. **Grand Jury Administration**

Court shall provide County with budgetary oversight and support for the Napa County Grand Jury.

4. **Transcripts**

Court shall provide transcripts to County departments upon request, within a reasonable amount of time after each request is made.

5. **Interpreters**

Court shall provide County departments (including, but not limited to, the District Attorney, Probation Department, Public Defender and court-appointed attorneys) with interpreter services where required by state or federal law. In all other instances, County and its departments are responsible for hiring interpreters.

6. **Peer Court**

Neither the County nor Court shall be obligated to provide or support any Peer Court program. Nothing herein, however, shall be read to restrict either party from doing so.

7. **Electronic Access to Court Records; Interconnectivity Security Protocols**

(a) Access to Court Records System. In conjunction with County's ITS Department, Court shall provide County electronic access to Court's automated case processing system to such County departments as the Napa County Executive Officer may designate from time to time, subject to such restrictions as the Court Executive Officer may require, to protect records which are confidential by statute or which relate only to Court's administrative needs, including orderly implementation of the requested access.

(b) Interconnectivity Security Protocols. In light of the access provided by Court to County under subparagraph (a) as well as access provided by County to Court to facilitate provision of services by Court under this MOU, Court and County hereby agree that they will abide by the following common network security practices to protect the security of their respective electronic information systems:

1. Technical Considerations. Both parties shall apply industry "best practices" in regards to their interconnected networks, including:

(A) Patch Management. Keep servers and workstations up-to-date with the latest critical security patches. Although it is common to wait a certain period of time before applying patches, due to potential incompatibility risks, critical patches that apply to the servers that the Court and County support shall be applied as close to the release date as reasonably possible.

(B) AntiVirus Protection. In addition to applying critical security patches, both parties shall use an automated solution to stay current with the most current anti-virus software, including frequent signature file and executable updates as they are released. This solution shall minimally be provided at the network perimeter, for e-mail and the local workstations.

(C) Firewall Protection. Both parties shall provide access only to those ports required for the specific applications granted, in order to limit the vulnerability of unnecessary and/or unwanted traffic being generated between the two entities.

2. Collaboration. Court and County shall operate the interconnected portions of their respective networks with a spirit of collaboration when any

problem occurs between the connections that could affect either of the attached networks.

3. Communication. Court and County shall develop and implement a mutually acceptable and compatible communications plan for mutual notification of outages and/or any connectivity failure that will affect users on either side. This shall include providing an emergency contact list to key individuals in each party's information technology department or division who will be responsible for resolving network related problems and escalating to the appropriate people as necessary.

4. Reservation of Rights. Each party shall retain the right to temporarily bar access to its network systems by anyone, including the other party, when the party's information technology director (or other person performing that function) or designee determines that such restriction is necessary to deal with a security emergency, from whatever cause or source, and such temporary interruption of access may continue until the problem has been resolved.

8. **Alternative Dispute Resolution (ADR) Program**

a) Program Administration: The County designates the Court's Executive Officer or designee as the Program Coordinator of the Napa County Dispute Resolution Program and the Court accepts that designation. To the extent allowed by law, County delegates to Court all duties and responsibilities required by and assigns to Court its rights and powers under section 465 through section 471.5 inclusive of the Business and Professions Code and Title 16 California Code of Regulations (CCR) Section 3600 et seq. The Court accepts both the delegations of duties and correlative assignment of rights.

b) ADR Trust Fund: All revenues collected under Business and Professional Code 470.5 will be deposited in the Non-Operating Special Revenue Fund (the ADR Trust Fund) to be used for the operation of the alternative dispute resolution programs in accordance with the Dispute Resolution Program Act (DRPA) and CCR. The Court may deduct its actual administrative costs from the ADR Trust Fund, up to 10% of the annual revenue of the trust fund. Except as provided in this MOU, the County will not provide any other funding for the administration of the DRPA funds.

c) Annual Report: The Court will file with the County Board of Supervisors annually for its review a report setting forth revenues received, to whom and in what amounts disbursements were made and a statistical summary of program activity as required by section 471.5 of the Business and Professional Code.

ATTACHMENT B

REIMBURSEMENT RATES AND METHODOLOGY

1. **Law Library**

The County will pay $25,000 per fiscal year to the Law Library fund, which shall be paid by County from the County General Fund. From the $25,000, $3,000 shall be paid from the Law Library Fund to the Courts annually within 30 days of the beginning of each fiscal year for IT and other administrative services provided by the Court to the Law Library. The County shall charge Law Library Trustees for the actual costs County incurs in providing Library Associate services at least quarterly. Reimbursement for services will be paid to County by Law Library Trustees out of the Law Library fund within 10 days of invoice.

2. **Comprehensive Collections Program**

"Court operations" excludes enhanced collections pursuant to Government Code section 77003(b). Therefore, the parties agree that the maximum reimbursement per fiscal year of Court by County for enhanced collections services shall be calculated upon the basis that the services will be provided by two full-time Legal Process Clerks.

3. **Grand Jury**

Maximum annual reimbursement for services provided by Court to the Napa County Grand Jury as described in Attachment A shall be equal to 10 percent of the total budget adopted by the Board of Supervisors for the grand jury function for the fiscal year in question.

4. **Transcripts**

Court shall provide transcripts to County departments at no cost to County only when mandated by state or federal law. County shall pay Court for the actual cost to Court of transcripts provided to County departments where such production is not required by law.

5. **Interpreters**

Interpreters shall be provided at Court expense when interpreters are required by state or federal law. In all other instances, County and its departments are responsible for hiring and paying for interpreters.

6. **Peer Court**

No reimbursements are required for costs relating to a Party's participation or support of any Peer Court program.

7. **Electronic Access to Court Records**

The sole consideration for Court's provision to County and its departments of electronic access to court records in the Court's automated case management system (including the necessary software licenses) shall be the use by Court of County's cold room, or equivalent facilities, for Court servers without obligation of Court for payment of monetary rent to County, and the lease to Court of County's former Probation office facilities located at 2350 Old Sonoma Road, Napa, California, without obligation of Court for payment to County of monetary rent. The parties agree that the space license for the cold room space and the lease of the facility at 2350 Old Sonoma Road will be set forth in separate agreements. The parties further agree that because the fair market rental value of these facilities is at least equal to and may exceed the fair market value of the electronic access services and licenses provided by Court to County under this MOU, nothing in this MOU shall be construed to preclude the parties from agreeing, either as an amendment of this MOU or as a part of the separate space license and lease agreements, to the provision of additional services by Court to County in exchange for the waiver of all monetary lease rental or space license fee payments.

8. **Alternative Dispute Resolution (ADR) Program**

The Court may deduct its actual administrative costs from the ADR Trust Fund, up to 10% of the annual revenue of the trust fund. The County will not provide any other funding for the administration of the ADR Program.

9. **Travel Expenses:**

If travel is requested by County, reimbursement for travel by Court personnel shall be in accordance with the Travel Policy adopted by the Napa County Board of Supervisors as set forth in Section 43 of Part I of the County of Napa Policy Manual in effect as of the date of travel for which reimbursement is requested, which Travel Policy is incorporated herein by reference. No mileage or other vehicle related cost shall be billed to or reimbursed by County for mileage traveled by Court personnel using a County-provided vehicle.

ATTACHMENT C

COURT RELATED REVENUES AND RESPONSIBILITY FOR USE OF SPECIFIED COURT FUNDS

1. **In General**

County and the Courts agree that the following revenues collected by or for Court under this MOU shall be deposited, to the extent not prohibited by law, in the Trial Court Operations Fund for the exclusive use of Court:

- Clerk's Fee – Superior Court Motions
- Clerk's Fee – Superior Court Summary Judgments
- Clerk's Fee – OSC Custody/Visitation
- Clerk's Fee – Superior Court Certified Mail
- Clerk's Fee – OSC/Ex parte
- Clerk's Fee - Abstract
- Clerk's Fee – Dissolution Petition
- Clerks' Fee – Superior Court Postponement
- Clerk's Fee – Certified Dissolution
- Clerk's Fee – Clerk's Transcript (Appeal)
- Record Search Fees [GC 26854]
- Transaction Fees [GC 54985 & Veh.C. 40611]
- Dependency Mediation Fees [H&S 103625] (repealed but still collected)
- Unclaimed Deposits [Trust Balances]
- Uninsured Motorist Trust Fund Revenues [Pen.C.1463.22]
- Judicial Sanctions
- Court Investigation Fees
- State Hospital Commitments (Stockton cases-6500 WIC)—portion allocated to Court for Court functions only; does not include 6500 funding of County Department such as the County Counsel and Public Defender who also provide reimbursed services in relation to the 6500 program)
- State aid revenue for reimbursement of Court-administered Work Program.

2. **Unanticipated Revenues**

County and Court agree that if during any County fiscal year during the term of this MOU Court receives revenues of a type which were not anticipated as of the effective date of this MOU and which are not dedicated by statute or regulations to County, the State of California, the Law Library or other specified public agencies or purposes, then such unanticipated revenues will be deposited in the Trial Court Operations Fund for the exclusive use of Court.

3. **2% Automation and Micro-Automation Trust Funds**

County and Court agree that any funds deposited into the Court's 2% Automation Trust Fund and Micro-Automation Trust Funds shall be transferred to the Trial Courts Operations Fund, and that the Court thereafter shall have sole authority to appropriate and expend these funds for the purposes permitted by law.

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

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1791

TO: Board of Supervisors

FROM: Anthony Halstead - Library Director

REPORT BY: Michelle Carreon - Supervising Staff Services Analyst

SUBJECT: Acceptance of a donation from the Friends of the Napa Library

RECOMMENDATION

Accept a donation in the amount of $60,000 from the Friends of the Napa Library and sign a letter of appreciation. (Fiscal Impact: $60,000 Revenue; Napa County Library Fund; Budgeted; Discretionary)

BACKGROUND

On July 29, 2025, Board of Supervisors approved Resolution No. 2025-80, making updates to the Donation Procedures, which authorized Department Heads to accept donations up to $10,000 without Board approval.

Director of Library Services seeks the Board's approval to accept a donation in the amount of $60,000 from the Friends of the Napa Library. The donation will help fund projects and programs provided to the community at the Napa County Library.

Requested actions:
1. Accept a donation in the amount of $60,000 from the Friends of the Napa Library; and
2. Chair to sign a letter of appreciation in acceptance of the donation.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The donation is budgeted in the library's Napa Library budget, Org 2020001 and Literacy, Org 2020005, revenue line item 47500 - Donations/Contributions
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Deposit of donations into the specified library location budget will facilitate fiscal monitoring and ensure that donation spending will be consistent with the intent of the donors
Is the general fund affected?	No
Future fiscal impact:	None. Donated funds will be utilized in the current fiscal year.
Consequences if not approved:	If the requested action is not approved, the library will not be able to accept the $60,000 donation to help fund projects and programs provided to the community at the Napa Library
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

Board of Supervisors

1195 Third St.
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421

Anne Cottrell
Chair

November 18, 2025

Friends of Napa Library
580 Coombs Street
Napa, CA 94559

Dear members of the Friends of Napa Library:

Thank you for your recent donation of $60,000 for programs and services at the Napa County Library.

It is the goal of the library to enrich the lives of community members with books and information. Your ongoing support provides staff the ability to reach a large demographic of County residents, which allows the library to make a meaningful impact within the community.

Thank you for your continuing support.

Regards,

Anne Cottrell
Chair

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

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1819

TO: Board of Supervisors

FROM: Anthony Halstead - Director of Library Services

REPORT BY: Michelle Carreon - Supervising Staff Services Analyst

SUBJECT: Updates to Section 29 of the Napa County Policy Manual

RECOMMENDATION

Adopt a Resolution amending Section 29, Part I of the Napa County Policy Manual with revisions to Napa County Library's Library Use Policy, Community Meeting Room Policy, include AB-1825 California Freedom to Read Act as required by State Law, and updates for consistency and non-substantive changes. (No Fiscal Impact)

BACKGROUND

In an ongoing effort to streamline processes and improve customer service, the Napa County Library has updated its policy in several areas. Some of the major changes include the following:

The Library's Use Policy was updated to clarify language around photographing, recording or video recording, and explicitly prohibit certain activities on library property, whether they are using library provided computers, a library provided Wi-Fi connection or their own internet connectivity. This update explicitly states that we will use filtering software in an attempt to block this content.

Reference to the Federal Communications Commission (FCC) Emergency Connectivity Fund's support of hotspots was removed as the grant period and funding has ended. The library continues to fund hotspots using its own revenue.

AB-1825 - California Freedom to Read Act was passed in 2024. It attempts to protect the right to access diverse information in public libraries, requires collection development policies that affirm this requirement, prohibits censorship based on content or author characteristics as well as discipline or dismissal of staff when adhering to this policy. The Napa County Library's updated policy includes a description of the law and our library's commitment to it as well as the full text.

In keeping with the updates around AB-1825, the prior Request for Reconsideration was changed and updated. The newly created Statement of Concern allows members of the public to express their views on particular items in the collection but no longer suggests that items could be removed. Additionally, it requires that those

giving collection feedback live in Napa County and that, once an item has been evaluated, it is not subject to additional review for a period of five years.

SB321 and SB1329 were laws passed in 2024 encouraging public libraries and schools to partner to make library resources available to students more easily. The Napa County Library partnered with the Napa Valley Unified School District in 2016 to provide library cards to all students using their student ID. This program was the first of its kind in California and was used as a model for later initiatives. Today's policy update removes NVUSD as an explicit agency and acknowledges the library's goal of working with all schools to provide easy access to resources.

Due to administrative and access changes, the Library no longer provides services within the Pope Valley Elementary School. Outreach to students and families continues in partnership with the school to encourage use of the library's Books By Mail service.

Our appeals process was updated for patrons suspended due to behavior issues. It now clearly states that they are not allowed to enter the library during the appeal process and details the procedure for appealing a suspension.

The Library's gift, donation, and facilities capital reserves policy was updated and now reference and reflects the larger County policy. This is an attempt to remain consistent throughout the County, removing various exceptions as well as the need to request approval by the Library Commission, who operate as an advisory, not an oversight group.

We removed a Collection Agency fee when items are in lost status. Previously, we passed this cost on to residents. However, revenue was minimal, it disproportionately impacted those least able to afford the fee and often resulted in failure to recover lost items as patrons simply stopped using the library and did not respond to notices. Since removing fines for all overdue materials in 2020, our return rate has remained the same and our recovery rate for materials sent to our collection agency is over 70%.

Our Community Meeting Room policy was updated to streamline the reservation process, detail a required insurance cost that must be paid by outside agencies, eliminate fees that were no longer assessed, and allows for easier access by County agencies that need to use this room for both staff specific and publicly accessible activities.

Finally, the Napa County Library provides an outlet for local artists through its Art in the Library program. Each year, a call is sent out seeking all variety of visual artists. This policy update changes the process to accept only artists that live within the county of Napa. This change is meant to encourage and support local artists and provide a venue for residents to view art created by local artists. Each year, the Library creates a photobook highlighting pieces and information about the artist. Additionally, the month of November is dedicated to student art, where library staff work with various schools to encourage teachers to assist in collecting and selecting work with a special reception to celebrate those students whose art will be displayed and featured.

Requested Action:

Adopt a Resolution amending Section 29, Part I of the Napa County Policy Manual with revisions to Napa County Library's Library Use Policy, Community Meeting Room Policy, include AB-1825 California Freedom to Read Act as required by State Law, and updates for consistency and non-substantive changes.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the resolution will ensure that Section 29 of the County Policy Manual has been reviewed and updated to reflect current policies and upholds library standards
Is the general fund affected?	No
Consequences if not approved:	If the revisions to Section 29 of the County Policy Manual are not approved, updates to state and county policy will not be reflected in the library policy, nor changes for improved clarity and consistency will be implemented.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-____
RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING SECTION 29 OF THE NAPA COUNTY POLICY MANUAL

WHEREAS, Napa County Library Polices are set forth in Section 29 of the Napa County Policy Manual; and

WHEREAS, there is a need to update subsection of Section 29 of the Napa County Policy Manual to so that it is consistent with current Napa County practice and updates to the law; and

WHEREAS, specifically some of the suggested policy updates include changes to meeting room policies and collection policies.

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

The Board hereby Section 29 of the Napa County Policy Manual, in the manner set forth in Exhibit "A," attached hereto and incorporated herein; and direct the Clerk of the Board of Supervisors to integrate the changes to the Napa County Policy Manual

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED

by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
Anne Cottrell, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman, Deputy,* County Counsel Date: October 21, 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: _____

NAPA COUNTY LIBRARY

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Revised 10-26-10; Resolution 2010-136
Revised 2-28-2012; Resolution 2012-11
Revised 6-19-2012; Resolution 2012-77
Revised April 23, 2013, Resolution 2013-35
Adopted and Effective January 31, 2017; Resolution No. 2017-21
Revised May 22, 2018; Resolution 2018-66
Revised August 14, 2018; Resolution 2018-108
Revised April 16, 2019; Resolution 2019-48
Revised April 7, 2020; Resolution 2020-48
Revised July 26, 2022; Resolution 2022-107

COUNTY LIBRARY

MISSION

Napa County Library's mission: enriching lives with books and information.

The Napa County Library (NCL) serves Napa County by providing free and equal access to public library facilities, resources, and services that enable the county's diverse population to acquire information, pursue life-long learning, explore ideas, experience recreational and cultural enrichment, and enjoy the pleasure of reading.

VALUES

Services
The Napa County Library values:

- Free and equal access to information and materials;
- Convenient service hours;
- Thorough, impartial and confidential service;
- Educational and recreational programs that inspire thought, ideas and a love of reading;
- Access to a wide range of information using print, digital and online resources;
- The American Library Association Library Bill of Rights.
- AB-1825 California Freedom to Read Act

Collections
The Napa County Library values:

- Resources that are current and authoritative, with well-balanced content;
- Resources that are well-organized and are in good physical condition;
- Resources that meet the needs of the people in Napa County;
- The American Library Association Freedom to Read Statement.

Staffing
The Napa County Library values:

- Employees who are knowledgeable and skilled;
- Employees who are friendly, helpful, courteous and respect each library user and their needs;

- Employees who respect each other and have a spirit of teamwork and camaraderie.

Facilities
The Napa County Library values:

- Clean, well-lighted, attractive facilities.
- Facilities that are safe and accessible.

FINANCIAL PLAN

The Napa County Library System recognizes its individual library locations by creating financial budgets for each location to adhere to, but leadership also recognizes the need for financial flexibility amongst the different locations.

The Napa County Library system currently consists of four locations. There is a library in American Canyon, Calistoga, Napa and Yountville, hereinafter individually referred to as "location".

All library locations provide public internet access (including wireless service), a floating collection, staffing at appropriate levels for the location, and programing.

NAPA COUNTY LIBRARY SERVICE HOURS POLICY

Minimum hours have been established at each location. Minimum hours have been established as a baseline service that has been proven to be sustainable through consistent funding. The Napa Library maintains a minimum of 55 service hours per week. American Canyon and Yountville locations maintain a minimum of 20 service hours per week. The Calistoga location maintains a minimum of 28 hours per week as stated in Napa County Agreement 5089.

The Library Director may make the decision to increase the basic minimum hours for a specified time period as funding is available, but may not decrease the minimum hours, unless the Board of Supervisors declare a Financial Emergency. The Director has the discretion to assign additional hours or reallocate minor funding on an as-needed basis between library locations, as long as it does not violate union rules, decrease other locations' hours, or affect other locations' programs.

Any increase will be contingent upon the maintenance of operational efficiencies for all locations. Further, the addition of extra hours shall not have a negative impact to the library system as a whole, such as the incurrence of increased travel costs, the creation of staffing and scheduling inequities, or an incurrence of overtime costs.

If the Napa County Library's revenues are not adequate in a given fiscal year to have all library locations open to their currently funded levels, library administration will approve the one-time transfer of funds from its operating reserves to ensure all library locations meet the hours established for that year. If revenues remain decreased and it is determined that the Napa County Library cannot provide the financial support for the level of service for the library's hours, it will be at the Library Director's discretion to decrease the hours of the library location to a more financially viable schedule. However, any decrease shall not be less than the minimum hours stated above.

LOCATION FUNDING APPROACH

This model emphasizes service usage by allocating revenue and overhead expenses based on circulation, which represents usage at each library location. In order to account for an abnormal year, the formula model is created by utilizing the previous three years of circulation factors.

As the Napa County Library system is responsible for housing of the Literacy program and paying

the program's staff, the revenue needed to offset the costs attributable to Literacy is removed from Napa County Library's tax-based revenue prior to it being allocated amongst the other locations.

Additionally, the revenue associated with the agreement with the City of Calistoga is automatically apportioned to Calistoga location's budget (due to this fact, Calistoga's circulation is removed from the revenue methodology calculations). Therefore, any further mention of Napa County Library's allocable tax-based revenue (when related to the revenue methodology) removes any revenue associated with these two items.

Allocation Methodology

The Napa County Library System has an overhead structure that contains the costs for the floating collection, staff for processing the collection, general administrative staff, and costs for operation of the library system. Part of these overhead costs are offset by donations to the Napa County Library (donations not specifically provided to a location or for a program) and the fees collected by Napa County Library for lost and damaged materials. The net overhead costs create the allocable cost of the General Operations Unit to be allocated among locations by circulation methodology described above. Because Calistoga receives an overhead allocation, its circulation is a part of the calculation.

For the revenue and expenditure methodology, Napa County Library's overhead costs are multiplied by the location's circulation percentage. This occurs using the following calculation steps: 1) Three years of circulation data for each location is totaled by location; 2) The locations' circulation is totaled to create an overall library system total; 3) The total circulation per location is divided by total library system circulation to create a percentage; and 4) The locations' percentage is then multiplied by Napa County Library's General Operations Unit allocable cost to derive the total expenditure allocation for that location.

1) Total Location Circulation = Location A Year 1 + Location A Year 2 + Location A Year 3

2) Total Library System Circulation = Total Circ Location A + Total Circ Location B + Total Circ Location C + Total Circ Location D

3) Percentage of Circulation = Total Location Circulation ÷ Total Library System Circulation

4) Allocation = Weighted Circulation Percentage Per Location * Allocable Cost

FUND BALANCE

The Policy outlines the initial setup of designations within the Library Fund Balance for the purpose of funding capital needs at the different locations and provides direction on how the Fund Balance was established, how it will be maintained and how fiscal short falls and surpluses are addressed. Napa County Library must balance the long-term capital needs of the Napa County Library system with the short-term demands of locations. Through this Policy, the County Library is able to meet both mandates.

Facilities Capital Reserves

Capital needs shall be assessed at least every ten years. After each year end close, as funds are made

available, a capital reserve for each location shall be allocated up to the requirements for capital needs based on the most recent assessment. Transfers to each location's fund balance will be made proportionally based on total needs of each facility until the reserve requirement is met.

If a capital project for a location facility exceeds the amount of reserve on hand, the Library Director may loan funds from another location's facility's reserve or the Napa County Library's Operating Reserve. The loan must be paid back with first available revenues to be allocated to that location at the end of the year, including any funds that would have been allocated to the capital reserve based on the fund balance policy.

Capital reserves are to be used specifically for replacement of equipment or furniture (with a total value of $10,000 or greater per item), or major building repair or replacement (with a total value of $25,000 or greater). Reserves are not available for operations, hours or programs.

Fund Balance Policy (As of July 1, 2019)
Fund balance shall be allocated as follows[1]:

- General Reserve equals 17% (two months) of the Library Fund operational budget (excluding administrative overhead allocation). This reserve is restricted by State Accounting Policy to only be used during declared emergencies or during the budget adoption process for any fiscal year.
- Operating Reserves (Available Fund Balance) shall maintain a minimum balance of 25% (3 months) of the Library Fund operational budget (excluding administrative overhead allocation).
- A Capital Reserve for each location shall be established not to exceed requirements of capital needs as established by the Public Works facilities assessment study.
- Any remaining excess funds after fulfilling the three allocations above shall remain in the Library Operating Reserve (Available Fund Balance) for future operational needs including hours, personnel to staff hours, and supplies and services to support open hours.

[1] [1] Calistoga is excluded from the ongoing distribution to Fund Balance based on Napa County Agreement 5089, which stipulates that revenue collected for Calistoga is to be used for operations at the Calistoga Location. Any unexpended revenue shall remain in Calistoga's available fund balance.

LIBRARY USE POLICY

The Napa County Library makes every effort to maintain an environment that maximizes everyone's use and enjoyment of library services and to provide a comfortable and safe environment for all library patrons and staff.

The Library Director and designated staff are authorized to interpret these rules in accordance with applicable law and to ensure appropriate behavior of all persons in library facilities. Individuals who fail to comply with these rules may be excluded from the library, property and/or subject to arrest and prosecution.

All Napa County Library locations and properties are smoke free campuses to minimize health risk and enhance the environment in all facilities and grounds.

All library users are expected to be considerate of others while using the library by doing the following:

Maintaining a Safe Library Environment

1. Dangerous behavior to person or property is not permitted.
2. Weapons of any kind are prohibited on library property.
3. Children under the age of eight must be attended by a responsible caregiver at all times.
4. Children's and teen areas are intended to be used only by children or teens and adults accompanying children or teens or working with children's and or teen materials.
5. Carts, bicycles, or bulky articles may not be brought into the library building or left unattended on library property.
6. Photography, recording or video recording in unauthorized areas is not permitted.

Maintaining an Environment Conducive to Library Use

1. Any behavior that interferes with another person's ability to use the library is prohibited. This includes, but is not limited to: harassing, verbal abuse, threats or repeated unwelcome advances toward library users and staff, emitting noxious odors, or any other activity that disturbs others.
2. Using electronic devices in a manner that disturbs others is prohibited.
3. Conducting any type of business for monetary gain is prohibited.
4. Food may not be consumed in the library, except as defined in the Community Meeting Room Policy. Bottles with lids and other closed containers for liquids are allowed.
5. Defacing library materials or other library property prohibited and a violation of state law (California Penal Code Section 594).
6. Use of public restrooms for bathing and/or laundry, and use of other public areas for personal grooming is prohibited.
7. Shoes and shirt must be worn while on library premises.
8. Sleeping is not permitted on library premises.
9. Bringing animals into the library, other than service animals assisting people with disabilities, is prohibited.

10. Library users must comply with the library's Internet & Electronic Information Policy
11. The following behaviors are prohibited while using the public computer workstations, internet resources provided by the Library or on Library property:
    - • Accessing, displaying, printing, or transmitting pornographic, obscene, or sexually explicit material. The Library attempts to filter content on its network.

UNATTENDED CHILD

Napa County Library welcomes children of all ages. Our libraries are public buildings. Any public place may be dangerous for a child who is left unattended even for brief periods of time. Parents and other caregivers are solely responsible for the welfare and the behavior of children using the library. Children under eight years old must be supervised by a responsible caregiver at all times while in the library. A child left alone at the library without a responsible caregiver may become bored or frightened. If a child under the age of eight is left unattended in any area of the library (or an unattended child eight or older is found frightened, crying, being disruptive or in distress), staff will attempt to locate the child's caregiver. If library staff cannot find the child's parent or caregiver, law enforcement will be notified and asked to assume care ofthe child.

SUSPENSION AND APPEAL POLICY

This policy and procedure applies to persons excluded from or placed under restricted access to Napa County Library locations as a consequence of violating library policy. This Policy outlines both suspension and appeal procedures.

Policy Statement
To provide and maintain a comfortable and safe environment for all patrons and library staff, the Library Commission and the Napa County Board of Supervisors have approved the Napa County Library's behavior policy. Violation of the behavior policy may result in suspension/exclusion or restricted access to the Napa County Library locations, services and or programs for a designated period of time.

Any person who has been excluded from or placed under restrictive access to the Napa County Library locations, programs or services for seven or more days for violating the Behavior Policy, may appeal the exclusion or restricted access.

Suspension/Exclusion Procedure
Authorized Staff including the Library Director or Assistant Library Director or any staff member designated as "in charge" of the facility shall follow the following procedures:

Violations of the behavior policy will be addressed by initially warning the customer of the violation. If after an initial warning the violation continues, authorized staff may exclude/suspend the patron(s) from library locations, programs and/or services for the rest of the day. Repeated violations may result in an exclusion and or suspension for up to 90 days.

Certain violations of the behavior policy are so severe that they warrant immediate and continued exclusion. These violations include:

- Physical abuse or assault of a library patron or staff member
- Making violent or threatening statements
- Harassment of a library patron or staff member
- Damaging library materials and/or property

Authorized staff will instruct anyone displaying these behaviors to leave the library immediately. The police may be called, and additional legal action may be taken, if appropriate. Based on the severity of the situation, Library Staff may determine a longer period of exclusion.

When a patron is excluded from Napa County Library locations, services and or programs, every effort will be made to notify the patron in writing of the suspension. When possible, Library Staff will deliver the written notification in person or mail to the patron. If the patron is an individual under 18, Library Staff will attempt to notify the minor's parents or legal guardian of the suspension.

A copy of the conduct policy and the appeal policy will be included with the letter of suspension.

Appeal Procedure

1. For Suspensions 30 days or less:

The patron who has been excluded ("appellant"), or if a minor the appellant's parent or legal guardian, may submit a written appeal to the Library Director no more than seven days after the exclusion. The written appeal should include the following information:

- Name of appellant and address phone number or email address
- Terms of exclusion (length of time and reason)
- Statement on why the exclusion should be lifted
- If the appellant is a minor, the appeal may be submitted by a parent or a legal guardian.

The written appeal should be delivered to the Business Office at Napa Library, 580 Coombs Street, Napa, California, 94559.

The Library Director shall notify the patron appellant of the result of the appeal within 48 hours, by phone, email, or mail. In the event of the Library Director's absence, the Assistant Library Director shall have the authority to respond to the appeal. If it is found by a preponderance of evidence that the exclusion or restriction of library services is unwarranted, the exclusion or restriction shall be withdrawn.

2. For Exclusions/Suspensions (greater than 30 days):

A patron who has been excluded ("appellant"), or whose access has been restricted for more than thirty days may appeal to the Library Director using the appeal procedures specified for exclusions of up to thirty days but retains their right to also use the appeal procedures outlined for suspension for more than thirty (30) days.

a. The appellant must submit a written appeal no more than seven days from receiving the Library Director's Notice of Suspension. The written appeal must include the follow information:
b. Name of appellant and address phone number or email address
c. Terms of the exclusion or restricted access (length of time and reason)
d. Statement giving the reason for appeal and why exclusion or restricted access should be lifted; and
e. If the appellant is a minor, the appeal may be submitted by a parent or a legal guardian.

    i. The written appeal should be delivered to: Chair, Napa County Library Commission, and 580 Coombs Street, Napa, CA 94559-3396.

f. An appeal hearing will be heard by the Library Commission's Committee for Appeals on Suspension no more than 30 days from notice of appeal. The appeal document submitted by the appellant will be included in the publicly distributed Committee for Appeals on Suspension Library Commission meeting agenda packets.

g. The Library Commission Chair or Vice Chair will hear the noticed appeal at the special

meeting. The burden of proof rests with appellant. Appellant must show by a preponderance of the evidence that the exclusion or restriction to library facilities is unwarranted. The hearing will include the appeal document, a report on the matter presented by the staff services person responsible for the exclusion or restriction to library services or the Library Director and all interested persons. Appellant may offer testimony and bring witnesses if their testimony is relevant. Testimony is limited to information regarding the exclusion or restriction. If appellant is a minor, the minor must be accompanied to the commission hearing by a parent or legal guardian. A decision regarding the appeal will be made by the Library Commission to uphold exclusion or restriction, determine if the restriction is unwarranted or to reduce the term of the exclusion or restriction. The decision of the commission is final.

h. Within five working days after making its decision, the Library Commission Chair or Vice Chair will send a letter to appellant informing them of the Commission's decision. A copy of the letter will also be given to the Library Director.

i. During the appeal process, the terms of the exclusion or restriction shall remain in force until a decision has been rendered.

GIFTS AND DONATIONS POLICY

The Napa County Library depends on the generosity and support of the community. Donations of money and gifts to the collection are welcomed within the guidelines of this policy. These contributions may be made as supplements to, not replacements for, the library's tax-based revenues and regular non-tax revenue sources.

County Policy
Library Director will adhere to county policy for acceptance of cash donations, non-cash donations – Merchant Gift Cards, Capital Assets, perishable and non- perishable goods, and equipment.

Donations of Money
1. Donations of money for the *general support* of the Napa County Library's mission and collections are welcomed.

2. Donations of money for which the donor wishes to earmark a specific location or specific library function, activity, program, or project are accepted, insofar as they are deemed appropriate and manageable by the Library Director. Such gifts require prior approval by the Library Director. In some instances, prior approval may also be required by the Library Commission or the Napa County Board of Supervisors. The library is extremely cautious about accepting donations that may create on-going costs.

3. The library reserves the right to determine whether the donor's/honoree's names will be placed on the item(s) purchased with donated funds, and will have final discretion on the type, size and wording of any such designation.

4. Monetary donations can be made directly to the library at any location.

5. Donations of money or other financial assets to the Napa County Library Foundation for its endowment fund or specific Foundation goals can be made directly to the Library Foundation.

6. Donations of money to support Friends of the Library activities can be made directly to the local Friends of the Library group.

Gifts to the Collection
1. Gifts of books and other materials for the collection are welcomed.

2. All gifts become the property of the Napa County Library.

3. Gifts are accepted without conditions.

4. Gift books and other materials will be evaluated for inclusion in the collection based on the same criteria used for purchased materials.

5. Gift materials might not be added to the collection. The library will assume no responsibility

for returning such items to the donor. Items accepted by the library but not added to the collection will be disposed of in a manner deemed proper by the Library Director or librarians with delegated authority.

6. Gifts of items for the collection will not be accepted in lieu of payment for fines or lost items. Gifts of collected private papers, specialized collections, or unique resources which are more suitable for a museum, archive, research library, or other institution than for the Napa County Library may be declined and/or referred to a more appropriate recipient. In rare circumstances, such gifts may be accepted when the Library Director decides they meet a specific need of the library and are able to be appropriately housed, controlled, and accessed within the library's facilities.
7. The donor may request that a book plate be affixed to a donated item to acknowledge memorial or honorary commemorations. If the item is accepted for the collection, the library reserves the right to determine if the donor's name or honoree's name will be placed on the donated item, and will have final discretion on the type, size and wording of any such designation. A donor's suggestions regarding wording will be given respectful consideration.

8. The library will provide a letter of acknowledgement for donated items if requested by the donor but will not provide appraisal of value for tax purposes. Valuation is the responsibility of the donor.

9. Donations of books or other items to the Friends of the Library groups for their book sales are not gifts to Napa County Library, and are subject to the specific guidelines, qualifications, and exclusions established by each Friends group.

Donation of Physical Assets

1. As a general rule, the library will not accept donations of physical assets or everyday items.. Exceptions to this rule must have prior approval of the Library Director. In some instances, the Napa County Board of Supervisors.

2. All accepted donations of physical assets become the property of the library, and the library reserves the right to dispose of items in a manner that the library deems necessary and proper. The library will assume no responsibility for returning items to the donor.

3. Considerations for acceptance include, but are not limited to:
    a. The library's need for the particular item.
    b. The space required for the item being available.
    c. Suitable alternatives that are available to the library or the County's purchasing division through standard manufacturers, vendors, agents, or those companies specializing in library-oriented products and services.
    d. Security measures needed.
    e. Controlled environments required.
    f. The style and color of the item being consistent with the library's décor.

4. Gifts of art objects more suitable for a museum, archive, research library or other institution than for the Napa County Library may be declined and/or referred to a more appropriate recipient. In rare circumstances, such donations may be accepted when the Library Director decides they meet a specific need of the library.

5. The library reserves the right to determine if the donor's name or honoree's name will be placed on the donated item, and will have final discretion on the type, size and wording of any such designation.

6. Appraisal of physical asset donations for tax purposes will not be provided by the library.

7. Except as otherwise addressed in the library's policies, Napa County Library does not accept loans of furniture.

8. Art objects are accepted on loan only within the context of the Library's Art in the Library program. (See the Library's Art Review Committee description in Service Policy #2, Displays, Postings and Handouts.)

COLLECTION DEVELOPMENT POLICY

Napa County Library's mission is to enrich people's lives with books and information. In support of this mission, Napa County Library endeavors to preserve and encourage the free expression of ideas essential to an informed citizenry. Napa County Library recognizes that within Napa County there are individuals and groups with diverse interests, backgrounds, and needs, and the library serves Napa County by providing free and equal access to public library facilities, resources and services that enable the County's diverse population to acquire information, pursue life-long learning, explore ideas, experience recreational and cultural enrichment, and enjoy the pleasure of reading.

Napa County Library believes that reading, listening to, and viewing library materials including electronic resources, are individual, private matters. Not all materials will be suitable for all members of the community. While one is free to select or to reject materials for oneself, one cannot restrict the freedom of others to read, view, or inquire. Parents, guardians and caregivers have the primary responsibility to guide and direct the reading and viewing of their own minor children. The library does not assume that responsibility.

Napa County Library identifies and responds to changing demographics in order to meet community needs. Materials in a variety of formats, including licensed electronic resources and online databases, shall be selected for all ages. Some factors, though not an exhaustive list, are considered in adding to or removing materials from the library collection may include: present collection composition, collection development objectives, interest, demand, timeliness and current content, audience, significance of subject, authoritative works, diversity of viewpoint, effective expression, well-balanced and well-organized content, physical condition and limitation of budget and facilities.

No materials that meet the selection criteria shall be excluded because of the origin, background, or views of the author or those contributing to its creation. The library does not endorse any particular viewpoint or belief represented in its collection. The Napa County Library adheres to and supports AB-1825 – California Freedom to Read Act.

Napa County Library shall be responsive to public suggestion of titles and subjects to be included in the library collection. Gifts of materials may be accepted with the understanding that standards of this policy are applied to gifts as to materials acquired by purchase.

Napa County Library is not an archival library. To ensure a vital collection of continuing relevance and value to the community, materials that are not well used or no longer fall within the selection criteria may be withdrawn.

The collection shall be organized and maintained to facilitate access. There shall be no prejudicial labeling, sequestering, or alteration of materials.

The ultimate responsibility for the selection, replacement, and discarding of library materials is vested in the Library Director (California Education Code section 19146). The Library Director may delegate to members of the staff who are qualified by reason of education and training to conduct the day-to-day responsibilities of collection management.

Napa County Library recognizes the right of individuals to question materials in the collection. A library patron questioning material may request and submit a Statement of Concern about Library Resource form. [Appendix 1]

The collection development policy functions in accordance with the principles professional librarianship that include the commitment to the tenets of the American Library Association's Library Bill of Rights, Freedom to Read Statement, Freedom to View Statement, and AB-1825 California Freedom to Read Act and their interpretations.

- http://www.ala.org/advocacy/intfreedom/freedomreadstatement
- http://www.ala.org/advocacy/intfreedom/librarybill
- http://www.ala.org/advocacy/intfreedom/freedomviewstatement
- https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB1825

CALIFORNIA EDUCATION CODE SECTION 19146

The county librarian shall, subject to the general rules adopted by the board of supervisors, build up and manage, according to accepted principles of library management, a library for the use of the people of the county, and shall determine what books and other library equipment shall be purchased.

LIBRARY BILL OF RIGHTS

I. The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

II. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

III. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

IV. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

V. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

VI. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VII. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs

or affiliations of individuals or groups requesting their use.

VIII. All patrons possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019. Inclusion of "age" reaffirmed January 23, 1996.

THE FREEDOM TO READ STATEMENT

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from the view that our national tradition of free expressions is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with

faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority. Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

Publishers, librarians and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated. Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author. No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression. To some, much of modern expression is shocking. But it is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experience in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous. The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are safer, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one; the answer to a "bad" idea is a good one. The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worth of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publisher Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 15, 1991; July 12, 2000; June 30, 2004.

FREEDOM TO VIEW STATEMENT

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.

To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

The statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

Endorsed January 10, 1990, by the ALA Council

AB-1825 CALIFORNIA FREEDOM TO READ ACT.(2023-2024)

Assembly Bill No. 1825
CHAPTER 941

SECTION 1.
Chapter 10 (commencing with Section 19800) is added to Part 11 of Division 1 of Title 1 of the Education Code, to read:

CHAPTER 10. California Freedom to Read Act
19800.

This chapter shall be known, and may be cited, as the California Freedom to Read Act.
19801.

The Legislature finds and declares all of the following:
(a) Libraries are essential for information, education, and enlightenment of all people of the community the library serves.
(b) Libraries provide access to books that offer teachable moments for readers of all ages and expand our understanding of people with different backgrounds, ideas, and beliefs.
(c) A person's right to use a library should not be denied or abridged solely because of personal characteristics, age, background, or views.
(d) Removing and banning books from public libraries are dangerous acts of government censorship and erode our country's commitment to freedom of expression and the right to receive information.
(e) Librarians are professionals trained to not impose their own thoughts and opinions on which ideas are right, but to make knowledge and ideas available so that people have the freedom to choose what to read.
(f) Librarians and library staff receive extensive professional training to develop and curate collections to meet the broad and diverse interests of their communities, which include, but are not limited to, literary value and developmental appropriateness of material.

19802.
(a) (1) Every public library jurisdiction that directly receives any state funding, including, but not limited to, state funding pursuant to this part, shall establish, adopt, and maintain a written and publicly accessible collection development policy for its public libraries by January 1, 2026, and shall submit that collection development policy to the State Librarian. The State Librarian or their designee may provide technical assistance to public libraries in developing their collection development policy. The collection development policy, at a minimum, shall do all of the following:
(A) Establish a process for community members to share their concerns regarding library materials and to request that library materials be reconsidered for inclusion in the library's collection.
(B) Guide the selection and deselection of library materials.
(C) Acknowledge that the public library's collection meets the broad and diverse interests of the community and respect both the library's autonomy and their specific community needs.
(D) Establish that the public library serves as a center for voluntary inquiry and the dissemination of information and ideas.

(E) Acknowledge that library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole.
(F) Acknowledge the right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences.
(2) A librarian, library media specialist, other employee, or contractor at a public library shall not be subject to termination, demotion, discipline, or retaliation for either of the following:
(A) Refusing to remove a library material before it has been reviewed in accordance with the public library's process for the reconsideration of library materials established pursuant to subparagraph (A) of paragraph (1).
(B) Making displays, acquisitions, or programming decisions that the employee or contractor believes, in good faith, are in accordance with the requirements of this section.
(b) (1) The governing board or body of a public library, or any body or commission designated to review the procurement, retention, or circulation of, or access to, library materials, shall not proscribe or prohibit the circulation or procurement of, or access to, any library materials in a public library because of the topic addressed by the materials or because of the views, ideas, or opinions contained in those materials.
(2) (A) Library materials in public libraries shall not be excluded, and access to library materials shall not be limited, solely on the bases of any of the following:
(i) The race, nationality, gender identity, sexual orientation, religion, disability, political affiliation, or any other characteristic listed in subdivision (a) of Section 12940 of the Government Code, or the socioeconomic status of a subject of the library materials, an author of the library materials, the source of the library materials, or the perceived or intended audience for the library materials.
(ii) The library materials contain inclusive and diverse perspectives.
(iii) The library materials may include sexual content, unless that content qualifies as obscene under United States Supreme Court precedent.
(B) This paragraph does not apply to library materials excluded, or for which access is limited, pursuant to a library maintenance and deaccession policy.
(3) The governing board or body of a public library, or any body or commission designated to review the procurement, retention, or circulation of, or access to, library materials, shall not create policies or procedures that limit or restrict access to library materials offered by the public library unless the policies or procedures are adopted to preserve the safety or security of the library materials, are time, place, and manner restrictions not based on the content of materials, or are programs that provide for the effective management of the library and its resources to preserve access for all library users.
(c) A person's right to use a public library and its resources shall not be denied or abridged solely because of personal characteristics, age, background, or views.
(d) All people, regardless of personal characteristics, age, background, or views, possess a right to privacy and confidentiality in the materials they borrow from libraries.
(e) This section applies to a public library, as defined in Section 18015, including any public library operated on a contractual basis, or by a city, including a general law or charter city, county, special district, or joint powers authority, except that it does not apply to any school library, as defined in Section 18710, or any library operated by the governing board of a school district, a county board of education, or the governing body of a charter school.
(f) For purposes of this section, the following definitions apply:
(1) "Library materials" includes, but is not limited to, books, periodicals and serials, audio materials, audiovisual materials, instructional materials, maps, databases, government documents, records, photographs, and all other similar materials, whether in tangible or electronic form. "Library materials" does not include hardware, tools, instruments, computers, appliances, or other items that are not for the primary purpose of conveying ideas or information.

(2) “Public library jurisdiction” means a county, city and county, city, or any district that is authorized by law to provide public library services and that operates a public library described in subdivision (e).

SEC. 2.

The Legislature finds and declares that ensuring public libraries are free of censorship is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 1 of this act adding Chapter 10 (commencing with Section 19800) to Part 11 of Division 1 of Title 1 of the Education Code applies to all cities, including charter cities.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Statement of Concern about Library Resource

Napa County Library Patron Request for Evaluation Form

The ultimate responsibility for selection, replacement, and discarding of library materials rests with the Library Director of the Napa County Library. However, the Library Director has established reconsideration procedures. If you wish to request the Library Director reconsider the replacement or discarding of certain library materials, please return the completed form to the Library Director, Napa County Library, 580 Coombs Street, Napa, CA 94559. Only persons who live within the Napa County Library service area are permitted to request a resource be evaluated. Once an item has undergone the evaluation process, it will not exempt from the review process for five (5) years.

Name:_____Date: _____

Address: _____

City: _____ State: _____ Zip code: _____ Phone: _____

Do you represent yourself?_____Your organization? _____

1. Resource on which you are commenting:

   Other: _____

   Title: _____

   Author/Producer: _____

2. What brought this resource to your attention? _____
3. Have you read/examined the entire resource? _____
4. What concerns do you have about the resource? (Use other side or additional pages if necessary).

   _____

   _____

   _____

   _____

5. What resource(s) would you suggest to provide additional information and/or other viewpoints on this topic?

LIBRARY CARDS

Library Cards for Adults
Any adult (age 18 or over) may obtain a Napa County Library card free of charge by completing an application and presenting picture identification with documentation of current address.

Library Cards for Children
Any child (under age 18) may obtain a Napa County Library card free of charge by completing an application that includes a parent's or guardian's signature. A temporary library card may be issued to a minor who does not have a parent's or guardian's signature.

Parents are encouraged to accompany their children to the library to apply for the child's card. However, a parent or guardian may obtain a library card for their child without the child being present if the parent's or guardian's library card is in good standing. Any exception to this rule must be approved by a Library Supervisor or the Staff Member in Charge.

The parent or guardian is responsible for the child's library card.

Napa County Library partners with the schools in Napa county to issue library cards to all active students using their student ID. These cards allow students to utilize both online resources and print materials. Up to 5 items may be checked out at any time. This is an opt out program and parents or other caregivers can request that their student not be given a card at the beginning of each school year or at any point in the year by contacting their school or Napa County Library to request that a change be made to the account.

Confidentiality
Pursuant to California Government Code Section 6267, registration and circulation records are confidential and may not be inspected by any other person without a court order or written permission of the individual to whom the records pertain, with the exception of minors as noted above.

Limitations
Napa County Library cards do not expire but the Napa County Library may delete a library card that has been inactive for more than three years.

Library cards may not be used if $10 or more in fees are owed.

Patrons are responsible for their library cards and for any materials and/or charges incurred from the use of the library card. The patron is responsible for immediately notifying the library if the person's library card is lost or stolen. Failure to do so may result in the patron being found responsible for any materials or charges incurred from the use of the library card.

The library card presented by the patron is presumed to belong to that patron, or, if the library card belongs to someone else and the card has not been reported lost or stolen, it is presumed that it is

being used with the patron's consent. Napa County Library may request that patrons update or confirm their address.

Temporary Library Cards
A temporary library card may be issued in special circumstances.

1. Temporary library card holders may have a total of five items checked out at a time.

Institutional Library Cards
An institution may apply for an institutional library card when all of the following conditions are met:

1. The institutional library card is to be used to borrow materials for persons enrolled at the institution.
2. The institution's address is located within Napa County.
3. The institution understands that the same borrowing limits apply to the institutional library card as to personal library cards.
4. The institution accepts full financial responsibility for any and all fines and/or fees resulting from the use of its library card.
5. The institution understands that items may only be checked out when the institutional library card is presented, and there are no outstanding charges due on the card.
6. The institution understands that its institutional library card may be suspended or revoked by the Library Administration, at any time, without notice.
7. Only one physical institutional library card will be issued to the institution.
8. The institutional library card may only be issued when the application is signed by an official of the institution who is authorized to enter into binding agreements and to make financial commitments for the institution.

Suspension of Library Card Privileges
Napa County Library maintains ownership of any library card. The issuance of a library card does not provide the person and or institution with any legal rights outside of those contained in these policies and/or otherwise afforded by law. Napa County Library administration reserves the right to suspend the use of a library card temporarily for up to six months. During a suspension, all borrowing privileges are withheld.

Library cards may be suspended for the following reasons:

1. Disregard of library borrowing rules
2. Deliberate damage of library materials or property

CHECKOUTS

Checkout Periods
Materials may be checked out for 21 days. Extensions may be made under certain circumstances.

Checkout Limitations
Card holders may have a maximum of 50 items checked out.

Other limitations may apply as necessary. Napa County Library may limit the number of holds allowed for an individual patron whose hold requests have gone beyond reasonable limits.

Renewals
Most items may be renewed a maximum of two times if no holds are on the material. Renewing an item creates a new due date based on the date renewed. Exclusions include certain bestsellers and new releases (Hot Picks) and Interlibrary Loans (ILLs).

Use Policies
The library is not responsible for damages that may occur to equipment in the use of library materials.

FINES AND FEES FOR MATERIALS

It is the Napa County Library's objective to keep the community engaged and using the Library by not collecting overdue fines. The Library will continue to recover the expense of lost or damaged materials so that other Library users may have access to the materials.

A schedule of the library's fines and fees adopted by the Napa County Board of Supervisors follows this policy.

Napa County Library participates in interlibrary cooperation with other library jurisdictions, which may have differing fine and fee policies and schedules. Whenever Napa County Library collects a fine or fee for an item borrowed from another library jurisdiction, it collects the amount that is charged by the library that owns the item.

LOST OR DAMAGED MATERIALS

The purpose of fees for lost or damaged items is to recover the cost of the item.

The selection, replacement, and withdrawal of all library materials is the responsibility of the Library Director and is delegated to professional librarians and paraprofessional employees.

Discretion and authority for disposal of damaged library materials rests with the Library Director and may be delegated to trained staff.

DELINQUENT ACCOUNTS

California Law

California Education Code, section 19911, provides that willful detention of any public library book or other library material is a violation of the law. The parent or guardian of a minor can be held responsible for such willful detention of library materials by the minor.

NOTIFICATION

Patrons with borrowed materials which are overdue will receive notification. If there is no response to the notice, the violation may be turned over to the library's collection agency.

BLOCKED STATUS

A patron for whom a collection agency account is established will have the patron's library card blocked and may not borrow library materials until the account is cleared.

CLEARING A DELINQUENT ACCOUNT

A delinquent account is cleared when all library materials are returned in good condition and all charges connected with the transaction(s) are paid, or the library has been reimbursed for lost/damaged materials and all charges connected with the transaction(s) are paid.

The Library Director has the authority to work with patrons to resolve accounts including waiving fees and setting up payment plans.

Once a patron has cleared the delinquent account and paid all required fees, borrowing privileges are restored.

FINES AND FEES SCHEDULE

COMMUNITY MEETING ROOM POLICY

The Napa County Library complies with the Napa County Board of Supervisors' policy on meeting room use (Resolution 88-35) and endorses the American Library Association Interpretation of the Library Bill of Rights concerning Meeting Rooms (included in section 6 of this policy manual).

Purpose
The Napa County Library location Meeting Rooms (hereinafter referred to as "Rooms") are available for library sponsored events and for public gatherings of an intellectual, civic, cultural and/or educational nature.

The Library Director may waive specific provisions of this policy and/or establish specific requirements upon written request of the applicant if the request is reasonable and does not endanger person or property.

POLICY

Conditions Regarding Use:

1. The Rooms may be scheduled for use by individuals or organizations upon written application, payment of any fees and approval in advance by library administration no more than 90 days before the event.

2. The use of library facilities for programs is a privilege not a right. The Library Director or designee has the authority to restrict the use of the Rooms for library purposes or deny an applicant use of the Rooms based upon an applicant's prior violation(s) of the conditions for use, conditions on activities and/or restrictions under this policy.

3. The Rooms may only be used for meetings that are open to the public and are free of charge, unless otherwise approved in writing by the Library Director or the group has rented the Rooms at the "For Profit" rate.

4. County Departments are exempt from the requirement that meetings be open to the public, and are exempt from hourly rates, regardless of meeting type. They are subject to maximum use of six times per year or are subject to non-profit reservation rates.

5. The Napa Library Community Meeting Room is available for use during the following hours:

Mon., Tues., Weds., Thurs.	8:30 a.m. – 7:45 p.m.
Friday	8:30 a.m. – 5:45 p.m.
Saturday	10:00 a.m. – 5:45 p.m.

Sunday	Available at Director's discretion

The American Canyon Library Community Room is available for use during the following hours:

Mon., Tues., Thurs., Fri., Sat.	10:00 a.m. – 5:45 p.m.
Weds.	1:00 p.m. – 7:45 p.m.

6. The premises must be vacated promptly on schedule.

7. The group using the Rooms must restack the chairs in the Rooms per posted instructions.

8. Attendance may not exceed the posted capacity of the Rooms.

9. No individual or group may use the Rooms more than once per month, with a maximum of six times per year, with the exception of library-sponsored activities.

10. Cancellations of scheduled meetings should be made as far in advance as possible. Refunds may not be made for meetings cancelled less than one week prior to the reserved meeting time.

Conditions Regarding Activities:

1. Approved Room use does not imply that the library supports or endorses the group or the program taking place in the Rooms.

2. Any publicity about the scheduled meeting must carry the name and phone number of the organization sponsoring the meeting. Publicity for the meeting must clearly indicate that the library is not the sponsor of the meeting. The library address and phone number shall not be used as a contact for meeting information.

3. No signs, stickers, posters or any other information about the meeting may be displayed on County property outside of the Rooms, other than on the designated space on the door. Sales, proselytizing or petitioning outside of the Rooms on County property is not allowed.

4. Arrangements for use of library equipment must be made in advance of the scheduled meeting. Individuals signing up to use library equipment must know how to operate it properly and must accept full financial responsibility for damage that may occur to it while in use by them.

5. Library Staff is not responsible for setting up or cleaning up the Rooms. Room set-up and clean-up are the responsibility of the applicant and must be done within the scheduled booking time. Individuals signing up to use the Rooms must accept full financial responsibility for damage that may occur to it while in use by them.

6. No individual or group may store items in the library or in the Rooms. The library is not liable for items left in the Rooms unattended.

Restrictions:

1. The Rooms may not be used for:
   a. Any purpose that may interfere with the regular operation of the library, both inside and outside the building.
   b. Personal, company or family parties.
   c. Any meeting that advocates any illegal activity.
   d. Programs which solicit donations, charge admission or derive a profit as a result of the meeting taking place unless the group has the written approval of the Library Director or has rented the room at the "For Profit" rate.
   e. Youth groups (ages 18 and under), unless sponsored and supervised by adults.

2. The following activities are not permitted in the room:
   a. Smoking.
   b. Serving alcoholic beverages, except the serving of wine or beer as described in the following section entitled "Serving of Wine and Beer".
   c. Animals (service animals excepted).
   d. Use of candles.
   e. Noise that disturbs patrons using other parts of the library.

Serving of Beer and Wine

Beer and wine may be served at adult programs held during non-business hours of the library with the approval of the Library Director. Beer and wine education programs held in the Rooms during business hours may serve a limited number of small samples of wine for the purpose of education. All other alcoholic beverages are prohibited.

Any non-County person or organization that proposes, and is approved, to serve wine and/or beer must furnish to the Library Director a Certificate of Insurance indicating liquor liability or host liquor liability as part of their general liability policy with a minimum coverage of Two Million Dollars. Said certificate must name Napa County, its officers, agents and employees as additional insured.

Parking

The Napa Library's main parking lot has a 3-hour limit between 8:00 a.m. and 6:00 p.m. Monday through Friday. Violators are ticketed.

Terrace

The Library Use Policy applies to the library's terrace with the exception that food and non-alcoholic beverages are allowed.

Rental Fees

Rental fees are established by the Napa County Board of Supervisors. Applicable fees are to be paid upon application, preferably no less than two weeks before the scheduled event.

These fees may include: hourly rate, equipment use fee, and insurance fees. Missing or damaged equipment will be charged at cost to repair or replace. Programs for which fees have not been paid by one week before the scheduled program may be canceled and the meeting time made available for other groups.

Calistoga Library

The Calistoga location does not have a separate meeting space for community use. However, the Friends of the Library may use library space upon Library Director's approval. In accordance with County policy, a library staff person is required to be on duty whenever the library space is utilized by the Calistoga Friends.

Yountville Library

The Yountville location does not have a separate meeting space for community use. The library is made available to the Friends of the Yountville Library and may use library space upon Library Director's approval. In accordance with County policy, a library staff person is required to be on duty whenever the library space is utilized by the Yountville Friends.

DISPLAYS, POSTINGS AND HANDOUTS

Within the context of Napa County Library's Mission Statement, Values, and the guidelines established by this policy, the Napa County Library allows local non-profit, educational, cultural, and civic groups to display materials, post announcements and distribute handouts to the extent that space is available.

Responsibility
The policy is administered by the Library Director who has the authority to accept, reject, or remove any display, posting, or handout.

The library is not responsible for loss of or damage to exhibit or display materials.

Principles

1. The Napa County Library endorses the American Library Association Interpretation of the Library Bill of Rights concerning "Exhibit Spaces and Bulletin Boards."

2. The use of library facilities for exhibits or bulletins is a privilege, not a right.

3. The library encourages the presentation of topics from various points of view. Suggestions and comments from the public are welcome.

4. Displays, postings and handouts are intended to benefit the community by meeting some or all of these criteria:
   a. Provide cultural and educational enrichment
   b. Provide useful information
   c. Enhance community awareness of opportunities or issues
   d. Provide public service
   e. Offer educational activities
   f. Be of interest to Napa County residents

5. Items to be posted or distributed must be left at the Information Desk for review and approval, along with the name, address and telephone number of the individual or organization requesting this service.

6. Announcement of activities taking place in Napa County is given priority.

7. Due to space limitations, oversized posters or handouts may not be allowed.

8. No box, receptacle, or canister may be a part of any posting or display.

9. Announcements of personal services or inquiries, lost and found notices, personal legal notices, and purchase or sales offers are not allowed.

10. Campaign materials may not be posted. Official election information distributed by Napa County Elections or the Napa County Registrar of Voters may be posted.

11. No exhibit, bulletin, or program for the general public shall be permitted which advocates or solicits consideration of any product or item sold by any private business, commercial venture, or charitable enterprise.

Art in the Library Program

The Art in the Library Program provides adults the opportunity to explore and develop their artistic interests through monthly exhibitions and art presentations.

Napa County Library's Art in the Library Program seeks to bring variety of art exhibits to the Napa Library that meet an acceptable aesthetic standard of quality. Art from Napa County residents is accepted during the yearly Art Call. Selections attempt to represent a variety of artistic styles, techniques and mediums. The Art in the Library Program may also include art displays/exhibits in the other library locations.

The Art in the Library Program is managed by an advisory committee that reports to the Library Director. The purpose of the committee is to review applicants' art submittals and select the artists whose works will be displayed.

The Napa County Art Review Committee consists of four members: the Library Director or designee and three community representatives appointed by the Library Commission. Each Commission-appointed committee member serves a two-year term starting from the date of appointment. A committee member who does not respond to contacts regarding committee's business shall, at the discretion of the Library Director, be deemed inactive. A new appointment shall then be made to replace the inactive committee member.

Art Exhibits in the Children's Library

1. The Children's Library may accept artwork for display on the cloth/bulletin walls. Display of objects on the tops of shelving units is not allowed as it limits the staff's vision of the children's area and cannot be protected from being touched or damaged.

2. Artwork (pictures) should be done by children or for children and be appropriate for viewing by all our young patrons who use the Children's Library. The primary clientele are infants through sixth graders and their parents and caregivers.

3. A sample of the artwork shall be provided to the Children's Services Supervisor for review. The library reserves the right to approve or disapprove of the exhibiting of the artwork in the Children's Library.

4. Artwork may be displayed for thirty (30) days. Exhibits must be scheduled in advance and according to these guidelines. Exhibitors are encouraged to come in and view the space available prior to scheduling a display period.

    g. The teacher/leader in charge of the student artwork is responsible for putting up the pictures and for taking them down on a pre-scheduled date. To put up or take down the artwork before the library opens at 9:00 a.m., the teacher/leader must make an appointment with a Children's staff member to provide entrance into the building. Putting up and removing the pictures

involves getting up on a ladder, which the library has available on a pre-arranged basis. The library provides straight pins (T-headed) to attach pictures to the wall so as not to damage the wall covering.

5. Exhibits should display a banner or sign which introduces, explains and identifies who is responsible for the exhibit. This includes providing a phone number of the person responsible for the exhibit as viewers often want to get in touch with the person.

6. The person responsible for the exhibition is in charge of returning the artwork to each individual artist. Individuals may not claim their personal artwork directly from the library.

INTERLIBRARY LOAN / LINK+ (INN-REACH)

Interlibrary Loan (ILL) allows Napa County Library card holders to get materials not available in the Napa County Library, Napa Valley College or Solano Community College collections. These materials are requested by the Napa County Library on behalf of library patrons to other institutions.

The Napa County Library also utilizes a service called Link+ that allows users to directly request materials held by other libraries within California. URL: http://csul.iii.com/

To use ILL and Link+, the Napa County Library card holder must be in good standing with the library and have an account balance less than $10. However, the lending library may impose conditions of use and borrowing restrictions and the Napa County Library does not participate in international borrowing.

Library Card holders using ILL are limited to five requests at any given time, which includes requests that are pending, in process, shipped, and received/in use. Separate request cards must be completed for each individual request for each book title, periodical article, or genealogical request. ILL does not accept requests for books or materials published in the current year, or for materials already held by the Napa County Library, Napa Valley College or Solano Community College. Overdue items are not eligible for renewal and must be returned promptly. Renewals are granted at the lending library's discretion and must be requested before the due date. Only ILL staff can assist with renewal requests. Interlibrary Loans must be returned to the Napa County Library location of original check-out.

Genealogical and article requests may incur a fee of up to $25 from the lending library.

The lending library will set the due date.

The borrower is financially responsible for damage or loss of materials borrowed which can be up to $115 for Link+ and the lending library's valuation of the material for all ILL items.

All items must be returned with attached paperwork and or labels to avoid additional fees. Failure to follow guidelines may result in restriction or suspension of ILL privileges.

INTERNET AND ELECTRONIC INFORMATION USE POLICY

The Napa County Library's mission is to enable Napa County's diverse population to acquire information, conduct life-long learning, pursue knowledge, explore ideas, find recreational and cultural enrichment and experience the pleasure of reading. The Library offers, for all ages, broad and relevant collections in a variety of formats, including databases, apps and other online resources as well as the broader internet connectivity through use of library provided computers and Wi-Fi connectivity.

The Internet

The Internet, as an electronic information resource, enables the Library to provide information beyond the confines of its own collection. It allows access to ideas, information and commentary from around the globe. It is an unregulated medium. As such, while it offers access to a vast array of tools and resources that are personally, professionally and culturally enriching to individuals of all ages, it also enables access to some material that may be offensive, disturbing and/or illegal.

Disclaimer

The Library does not endorse the viewpoints or vouch for the accuracy of information obtained through the internet. The Library cannot control or monitor material which may be accessible from internet sources. The Library's selection policies, which serve to govern the Library's purchase of materials, are not applicable to material accessed electronically. Library patrons use the internet and electronic databases at their own risk. The Library assumes no responsibility and shall have no liability for any direct, indirect or consequential damages arising from use of its connection to the internet.

User Responsibility

Each individual user must accept responsibility for determining which electronic resources they will access and determining for themselves the relative value of the content. *Computer users are cautioned that the library is a public area that is shared by Library users of all ages, backgrounds, and sensibilities. Users of both their own devices and those provided by the library are asked to respect the sensibilities of others when accessing potentially offensive information or images.* The Library cannot censor access to material or protect users from offensive information. Since the internet is not secure, each user accepts personal and financial responsibility for information transmitted or received.

Ethical and Acceptable Use

All users of electronic information resources such as the internet are expected to use these resources in a responsible manner, consistent with the educational and informational purposes for which they are provided. It is also expected that use will be in conformance with the Library's Behavior policy which is posted in the Library. It is unacceptable to use the Library's computer systems and internet resources for any purposes which violate the law or Library policies. The following is a list of unacceptable uses:

- Violation of applicable Federal or State laws.
- Use of the computers to gain access to the Library's networks or computer systems or to any other restricted network or computer system.

- Unauthorized use of computer accounts, access codes or network identification numbers.
- Violation of copyright laws or licensing agreements pertaining to software, files and other resources obtained electronically.
- Violation of another user's privacy or use of another's library card to gain access.
- Attempting to alter software configurations or to cause degradation of system performance.
- Engaging in any activity which is deliberately and maliciously offensive, libelous or slanderous.
- Installing or downloading any software.
- Disrupting or interfering with network users or services. Such interference or disruption includes but is not limited to: distribution of unsolicited advertising, harassment of others, propagation of computer viruses, and overuse of interactive network utilities (commonly referred to as Denial of Service Attacks - DoS.).
- Sending, receiving or displaying text or graphics which contain extremes of sex or violence that are an end to themselves, or which may reasonably be construed as obscene by contemporary statewide standards. The Library attempts to filter this content on its network.
- Tampering with, destroying or damaging equipment, software or data belonging to the Library.

Children's Access and Usage

The Library affirms the right and responsibility of parents and guardians to determine and monitor their children's use of Library materials and resources. Restriction of a child's access to the internet is the responsibility of the parent or guardian; the Library does not have the right or responsibility to act in the place of the parent (in loco parentis). There will be some resources which parents or guardians may feel are inappropriate for their children. Parents or guardians should let their children know if there are materials which they do not want them to use. Parents or guardians are encouraged to work closely with their children in selecting and using materials and resources that are consistent with their own distinct family and personal viewpoints or values. Parents or guardians should supervise their children's internet sessions.

Violation of Policies

Users violating these or any other library policies and guidelines will be advised of the policies and asked to comply. Users who persist in violating these policies after previous warning, or if the behavior is considered so severe that they warrant immediate and continued exclusion, will be restricted from using the Library's on-line services.. The Library reserves the right to prohibit those who fail to use internet and computer workstations appropriately and reasonably from future access or use of the on-line services and may be suspended from using the library under the Library Use Policy. Illegal acts may subject violators to prosecution by local, State or Federal authorities

LIBRARY PROGRAMS POLICY

In support of its mission, the Napa County Library sponsors and conducts programs which:

1. are informational, educational, cultural and recreational;
2. stimulate interest in and use of the library;
3. promote an awareness of contemporary issues while maintaining impartiality and sensitivity; and
4. attract non-users and reflect the need to connect programs with library resources as part of the process of creating lifetime library users.

Napa County Library is committed to the tenets of the American Library Association's Library Bill of Rights and its interpretation entitled "Library-Initiated Programs as a Resource." Both documents are included in the Library's Policy Manual, under Section 6.

The ultimate responsibility for library programs rests with the Library Director, who operates within the framework of the policies determined by the Napa County Board of Supervisors. The Library Director may delegate responsibility for program planning and presentation to Library Staff.

Selection of library program topics, speakers, etc. is made by library staff on the basis of the interests and needs of library users and the community. Library programming will not exclude topics, books, speakers, media and other resources because they might be controversial. The library does not conduct programming that is purely commercial or religious in nature.

Library programming may be planned in cooperation with other agencies, organizations and educational institutions.

All library programs shall be open to the general public, although some programs may be designed with specific audiences in mind, such as toddler's story times, parenting programs, etc. Programs targeted toward specific audiences will be publicized as such.

Most library-sponsored programs will be free to attend. However, the library reserves the right to present special programs, usually in cooperation with other entities, which require paid admission.

There may occasionally be a materials fee requested by the co-sponsoring agency when these materials cannot be reproduced by the library due to copyright or other restrictions. However, when there is a fee for materials, this fee will be stated up front and should not exceed the actual material costs to the presenter.

All materials to be used by a co-sponsoring body in a library-sponsored program must be approved by the library before the scheduled program occurs.

No individual or organization who presents a program at the library for public attendance is allowed to sell their product or services or collect names, addresses and/or phone numbers of attendees during

their presentation or during their time at the library. Excepted from this are authors who come to speak about books they have authored. Before or after the presentation, the author, the author's representative, or a bookstore arranged by the library may unobtrusively sell copies of the published work.

Program presentation at the library does not constitute library endorsement of any specific point of view, idea, strategy, financial plan or investment included in the programs content. Use of the organization's name or the business affiliation of a presenter may be used in the library's promotion of a program, but does not constitute endorsement, merely acknowledgment.

The Library's Behavior Policy applies to the conduct at library-sponsored programs. The maximum room capacity of the meeting space will be adhered to.

VOLUNTEER POLICY

Philosophy

Napa County Library believes that an effective volunteer force enhances the library's ability to provide quality services to the public. Furthermore, an active volunteer program is an integral part of the library's relationship with the community.

Principles

1. A volunteer force brings a wide range of skills, talents, and experience from the community to the library.
2. A volunteer program provides community members the opportunity to gain an understanding of the nature and value of public library services.
3. Volunteerism provides opportunities for positive community service and work experience among a variety of age groups.
4. The volunteer force functions as an important supplemental element of the library's mission.
5. The library's volunteer program is governed by Napa County regulations and Napa County Library policies and procedures, which includes fingerprinting and background check for all volunteers 18 or older.
6. Volunteers assist the paid library staff in providing a variety of services beyond the scope of the regular library budget.
7. Volunteer services do not displace existing paid staff nor are volunteers expected to eliminate the need for additional paid staff that may result from changing conditions, budgetary allowances or implementation of the library's mission.

The administration of volunteer services is at the discretion of the Library Director whose responsibility is to operate the library with the highest possible degree of professionalism.

CONFIDENTIALITY OF LIBRARY RECORDS

Purpose
The purpose of this policy is to affirm the Napa County Library's dedication to the principle of confidentiality of library patron records and expectation of privacy when using library materials, and to identify those limited circumstances under which information regarding a patron's use of the library will be released to third parties.

Scope
All records pertaining to the use of Napa County Library materials by a library patron shall remain confidential other than records relating to fines imposed on borrowers and, in accordance with Government Code section 6254(j); such confidential records will not be disclosed in response to requests under the Public Records Act (Government Code sections 6250 and following). "Records" includes all forms of communication related to public business, except as noted above, including any writing, picture, sound, or symbol, whether paper, or other media.

No employee, volunteer or Commissioner shall make information regarding such records or a patron's use of the library's materials, equipment or facilities (other than the Library Community Room) available to any third party except in accordance with the court or other orders or search warrants described in this Policy. Records relating to fines imposed on borrowers must be disclosed when properly requested under the Public Records Act, as most rental agreements for use of the Community Room are disclosable public contracts.

The confidential patron records referred to in this Policy, whether print or electronic, include but are not limited to:

1. Circulation records from any library division;
2. Library card registration records;
3. Interlibrary loan requests;
4. Public computer usage and Wi-Fi connectivity, including website visits;
5. Patron material requests;
6. Reference requests received in person or via email, telephone, or virtual reference;
7. Program signup records; and
8. All other personally identifiable uses of library materials, facilities (other than the Community Room) or services, including computer usage and usage of materials owned by other libraries when the request or actual materials loaned are handled by the library.

The confidential information in these records includes, but is not limited to:

1. Subjects researched;
2. Materials consulted;
3. Individual titles borrowed; and
4. Patron name, address, phone number, driver's license or DMV identification card number, and social security number or tax identification number.

Disclosure of Confidential Information
With the exception of library personnel performing their required library duties, library patron records may only be disclosed:

1. To the patron upon verification of identity;
2. To the parents of minor children under specific circumstances (see "Minors" below);
3. To anyone with prior written consent of the patron involved. The person requesting the information must provide photo identification with signature, along with the signed written consent of the patron or their library accounts must be formally linked through prior agreement; or
4. As required by law, such as but not limited to Court Orders and search warrants produced by local, state federal agencies, including Immigrations and Customs Enforcement (ICE), Library Staff shall refer all requests for information to Library Management .

   The Napa County Library will honor a properly issued and served court order, subpoena or search warrant issued by an appropriate state or federal court, subject to the following procedures:

a. Any employee who receives the request for library records shall ask for the identification of the person or entity making the request and then immediately refer such person or the agent or officer of that person or entity to the library manager or, in the absence of the library manager, to the person-in-charge of the library building.
b. The library manager or person-in-charge should attempt to contact the library's legal counsel (Napa County Counsel) and to have such legal counsel present. In the event that legal counsel is not available, the library manager or person-in-charge should only meet with the requesting person or agent with another Library Staff member in attendance.
c. If the requesting person or entity or the agent or officer of that person or entity does not have a court-issued order, subpoena or search warrant compelling production of the records, the library manager or person-in-charge shall explain the library's confidentiality policy and the State's confidentiality law and inform the person that library patron records are not available except when such an order, subpoena or search warrant has been presented.
d. If the court order is in the form of a court-issued order or subpoena, before any records are produced the library's legal counsel shall examine the order or subpoena for any legal defect, including the manner in which it was served on the library, the breadth of its request, its form, or any insufficient showing of good cause made to the court.
e. If the order is in the form of a duly issued search warrant, the agent or officer may legally begin the search of library records as soon as the library manager or person- in-charge is served with the order. However, the library manager or person- in- charge should ask to have the library's legal counsel present before the search begins in order to allow the library's legal counsel an opportunity to examine the sufficiency of the search warrant and to assure that the search conforms to the terms of the search warrant.
f. If the order is a search warrant issued under the Foreign Intelligence Security Act, no information regarding the existence of the search warrant or of the records that have been produced pursuant to the warrant shall be disclosed to any other party, including the patron whose records are the subject of the search warrant. The library manager or person-in-charge does have the right to and

shall seek legal advice concerning the warrant from the library's legal counsel and shall request that the library's legal counsel be present during the actual search and execution of the warrant.

Minors
If a library cardholder is under the age of 18 and is not an emancipated minor, the parent or legal guardian (with acceptable identification) who signed for the child's card or who can provide proof of parental or legal guardian relationship may be given information regarding that child's record.

Library Records
All patron use records of any library which is in whole or in part supported by public funds shall remain confidential and shall not be disclosed by a public agency, or private actor that maintains or stores patrol use records on behalf of a public agency, to any person, local agency, or state agency except as follows:

- By a person acting within the scope of their duties within the administration of the library.
- If an individual in writing authorizes the release of their own records; or
- By Court Order.

As used in this section, the term "patron use records" is defined as:

1. Any written or electronic record, that is used to identify the patron, including, but not limited to, a patron's name, address, telephone number, or email address, that a library patron provides in order to become eligible to borrow or use books and other materials; or
2. Any written record or electronic transaction that identifies a patron's borrowing information or use of library information resources, including, but not limited to, database search records, borrowing records, and any other personally identifiable uses of library resources information requests, or inquiries.

This section shall not apply to statistical reports regarding patron use nor to records or other statistical reports collected by the library.

California Law
This Policy is subject to all applicable state laws regarding confidentiality of library records, including California Government Code Section 6267.

NAPA COUNTY LIBRARY

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Revised May 22, 2018; Resolution 2018-66
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Revised July 26, 2022; Resolution 2022-107

COUNTY LIBRARY

MISSION

Napa County Library's mission: enriching lives with books and information.

The Napa County Library (NCL) serves Napa County by providing free and equal access to public library facilities, resources, and services that enable the county's diverse population to acquire information, pursue life-long learning, explore ideas, experience recreational and cultural enrichment, and enjoy the pleasure of reading.

VALUES

Services
The Napa County Library values:

- Free and equal access to information and materials;
- Convenient service hours;
- Thorough, impartial and confidential service;
- Educational and recreational programs that inspire thought, ideas and a love of reading;
- Access to a wide range of information using print, digital and online resources;
- The American Library Association Library Bill of Rights.
- AB-1825 California Freedom to Read Act

Collections
The Napa County Library values:

- Resources that are current and authoritative, with well-balanced content;
- Resources that are well-organized and are in good physical condition;
- Resources that meet the needs of the people in Napa County;
- The American Library Association Freedom to Read Statement.

Staffing
The Napa County Library values:

- Employees who are knowledgeable and skilled;
- Employees who are friendly, helpful, courteous and respect each library user and their needs;

- Employees who respect each other and have a spirit of teamwork and camaraderie.

Facilities
The Napa County Library values:

- Clean, well-lighted, attractive facilities.
- Facilities that are safe and accessible.

FINANCIAL PLAN

The Napa County Library System recognizes its individual library locations by creating financial budgets for each location to adhere to, but leadership also recognizes the need for financial flexibility amongst the different locations.

The Napa County Library system currently consists of ~~of a central library~~four locations. There is a library in ~~, Napa Main, three branch libraries American Canyon, Calistoga and Yountville~~American Canyon, Calistoga, Napa and Yountville,~~,~~ hereinafter individually referred to as "location".~~," and an outpost location at the Pope Valley Elementary School hereinafter ("outpost location").~~

~~The central library and each of the three branch libraries~~All library locations provide public internet access (including wireless service), a floating collection, staffing at appropriate levels for the location, and programing. ~~The outpost location is staffed by volunteers with minimal staffing assistance and a designated collection. For these reasons, the outpost location is not included in the allocation methodology.~~

NAPA COUNTY LIBRARY SERVICE HOURS POLICY

Minimum hours have been established at each location. Minimum hours have been established as a baseline service that has been proven to be sustainable through consistent funding. The ~~main library~~Napa Library maintains a minimum of 55 service hours per week. American Canyon and Yountville ~~branches~~ locations maintain a minimum of 20 service hours per week. The Calistoga location maintains a minimum of 28 hours per week as stated in Napa County Agreement 5089.

The Library Director may make the decision to increase the basic minimum hours for a specified time period as funding is available, but may not decrease the minimum hours, unless the Board of Supervisors declare a Financial Emergency. The Director has the discretion to assign additional hours or reallocate minor funding on an as-needed basis between library locations, as long as it does not violate union rules, decrease other locations' hours, or affect other locations' programs.

Any increase will be contingent upon the maintenance of operational efficiencies for all ~~branch~~locations. Further, the addition of extra hours shall not have a negative impact to the library system as a whole, such as the incurrence of increased travel costs, the creation of staffing and scheduling inequities, or an incurrence of overtime costs.

If the Napa County Library's revenues are not adequate in a given fiscal year to have all library locations open to their currently funded levels, library administration will approve the one-time transfer of funds from its operating reserves to ensure all library locations meet the hours established for that year. If revenues remain decreased and it is determined that the Napa County Library cannot ~~t~~

provide the financial support for the level of service for the library's hours, it will be at the Library Director's discretion to decrease the hours of the library location to a more financially viable schedule. However, ~~Library Director~~ any decrease shall not be less than the minimum hours stated above.

LOCATION FUNDING APPROACH

This model emphasizes service usage by allocating revenue and overhead expenses based on circulation, which represents usage at each library location. In order to account for an abnormal year, the formula model is created by utilizing the previous three years of circulation factors.

As the Napa County Library system is responsible for housing of the Literacy program and paying the program's staff, the revenue needed to offset the costs attributable to Literacy is removed from Napa County Library's tax-based revenue prior to it being ~~spread~~ allocated amongst the other locations.

Additionally, the revenue associated with the agreement with the City of Calistoga is automatically apportioned to Calistoga ~~branch~~location's budget (due to this fact, Calistoga's circulation is removed from the revenue methodology calculations). Therefore, any further mention of Napa County Library's allocable tax-based revenue (when related to the revenue methodology) removes any revenue associated with these two items.

Allocation Methodology

The Napa County Library System has an overhead structure that contains the costs for the floating collection, staff for processing the collection, general administrative staff, and costs for operation of the library system. Part of these overhead costs are offset by donations to the Napa County Library (donations not specifically provided to a location or for a program) and the ~~fines and~~ fees collected by Napa County Library for ~~late books and~~ lost and damaged materials. The net overhead costs create the allocable cost of the General Operations Unit to be ~~spread~~ allocated among locations by circulation methodology described above. Because Calistoga receives an overhead allocation, its circulation is a part of the calculation.

For the revenue and expenditure methodology, Napa County Library's overhead costs are multiplied by the location's circulation percentage. This occurs using the following calculation steps: 1) Three years of circulation data for each location is totaled by location; 2) The locations' circulation is totaled to create an overall library system total; 3) The total circulation per location is divided by total library system circulation to create a percentage; and 4) The locations'~~'s~~ percentage is then multiplied by Napa County Library's General Operations Unit allocable cost to derive the total expenditure allocation for that location.

1) Total ~~Branch~~ Location Circulation = ~~Branch~~ Location A Year 1 + ~~Branch~~ Location A Year 2 + ~~Branch~~ Location A Year 3

2) Total Library System Circulation = Total Circ ~~Branch~~ Location A + Total Circ ~~Branch~~ Location B + Total Circ ~~Branch~~ Location C + Total Circ ~~Branch~~ Location D

3) Percentage of Circulation = Total ~~Branch~~ Location Circulation ÷ Total Library System

Circulation

4) Allocation = Weighted Circulation Percentage Per ~~Branch~~ Location * Allocable Cost

FUND BALANCE

The Policy outlines the initial setup of designations within the Library Fund Balance for the purpose of funding capital needs at the different locations and provides direction on how the Fund Balance was established, how it will be maintained and how fiscal short falls and surpluses are addressed. Napa County Library must balance the long-term capital needs of the Napa County Library system with the short-term demands of locations. Through this Policy, the County Library is able to meet both mandates.

Facilities Capital Reserves

Capital needs shall be assessed at least every ten years. After each year end close, as funds are made available, a capital reserve for each location shall be allocated up to the requirements for capital needs based on the most recent assessment. Transfers to each location's fund balance will be made proportionally based on total needs of each facility until the reserve requirement is met.

If a capital project for a location facility exceeds the amount of reserve on hand, the Library Director may loan funds from another location's facility's reserve or the Napa County Library's Operating Reserve. The loan must be paid back with first available revenues to be allocated to that ~~branch~~ location at the end of the year, including any funds that would have been allocated to the capital reserve based on the fund balance policy.

Capital reserves are to be used specifically for replacement of equipment or furniture (with a total value of $~~5~~10,000 or greater per item), or major building repair or replacement (with a total value of $25,000 or greater). Reserves are not available for operations, hours or programs.

Fund Balance Policy (As of July 1, 2019)

Fund balance shall be allocated as follows~~1~~[1]:

- General Reserve equals 17% (two months) of the Library Fund operational budget (excluding administrative overhead ~~spread~~allocation). This reserve is restricted by State Accounting Policy to only be used during declared emergencies or during the budget adoption process for any fiscal year.
- Operating Reserves (Available Fund Balance) shall maintain a minimum balance of 25% (3 months) of the Library Fund operational budget (excluding administrative overhead ~~spread~~allocation).
- A Capital Reserve for each location shall be established not to exceed requirements of capital needs as established by the Public Works facilities assessment study.

[1] ~~1~~ Calistoga is excluded from the ongoing distribution to Fund Balance based on Napa County Agreement 5089, which stipulates that revenue collected for Calistoga is to be used for operations at the Calistoga Location. Any unexpended revenue shall remain in Calistoga's available fund balance.

[1] ~~Calistoga is excluded from the ongoing distribution to Fund Balance based on Napa County Agreement 5089, which stipulates that revenue collected for Calistoga is to be used for operations at the Calistoga Branch~~Location~~. Any unexpended revenue shall remain in Calistoga's available fund balance.~~

- Any remaining excess funds after fulfilling the three allocations above shall remain in the Library Operating Reserve (Available Fund Balance) for future operational needs including hours, personnel to staff hours, and supplies and services to support open hours.

LIBRARY USE POLICY

The Napa County Library makes every effort to maintain an environment that maximizes ~~each customer's~~everyone's use and enjoyment of library services and to provide a comfortable and safe environment for all library ~~customers~~ patrons and staff.

The Library Director and designated staff are authorized to interpret these rules in accordance with applicable law and to ensure appropriate behavior of all persons in library facilities. Individuals who fail to comply with these rules may be excluded from the library, property and/or subject to arrest and prosecution.

All Napa County Library locations and properties are smoke free campuses to minimize health risk and enhance the environment in all facilities and grounds.

All library users are expected to be considerate of others while using the library by doing the following:

Maintaining a Safe Library Environment

1. Dangerous behavior to person or property is not permitted.
2. Weapons of any kind are prohibited on library property.
3. Children under the age of eight must be attended by a responsible caregiver at all times.
4. ~~The c~~Children's and teen areas are ~~is are i~~intended to ~~only~~ be used only by children or teens and adults accompanying children or teens or working with children's and or teen materials.~~materials.~~

   ~~The teen area is intended to be used only by teens and adults accompanying teens or working with teen materials.~~

~~4.~~
5. Carts, bicycles, or bulky articles may not be brought into the library building or left unattended on library property.
6. ~~Unauthorized p~~Photography, recording or ~~videorecording~~video recording in unauthorized areas ~~, regardless of the device used,~~ is not permitted.

Maintaining an Environment Conducive to Library Use

1. Any behavior that interferes with another person's ability to use the library is prohibited. This includes, but is not limited to: ~~emitting noxious odors,~~ harassing, verbal abuse, threats or repeated unwelcome advances toward library users and staff, emitting noxious odors, or any other activity that disturbs others.
2. Using electronic devices in a manner that disturbs others is prohibited.
3. Conducting any type of business for monetary gain is prohibited.
4. Food may not be consumed in the library, except as defined in the Community Meeting Room Policy. ~~Water b~~Bottles with lids and other closed containers for liquids are allowed.
5. Defacing library materials or other library property prohibited and a violation of state law (California Penal Code Section 594).
6. Use of public restrooms for bathing and/or laundry, and use of other public areas for personal grooming is prohibited.

7. Shoes and shirt must be worn while on library premises.
8. Sleeping is not permitted on library premises.
9. Bringing animals into the library, other than service animals assisting people with disabilities, is prohibited.
10. Library users must comply with the library's Internet & Electronic Information Policy~~.~~
11. The following behaviors are prohibited while using the public computer workstations, internet resources provided by the Library or on Library property:
    ~~10.~~ • Accessing, displaying, printing, or transmitting pornographic, obscene, or sexually explicit material. The Library attempts to filter content on its ~~nework~~network.

UNATTENDED CHILD

Napa County Library welcomes children of all ages. Our libraries are public buildings. Any public place may be dangerous for a child who is left unattended even for brief periods of time. Parents and other caregivers are solely responsible for the welfare and the behavior of children using the library. Children under eight years old must be supervised by a responsible caregiver at all times while in the library. A child left alone at the library without a responsible caregiver may become bored or frightened. If a child under the age of eight is left unattended in any area of the library (or an unattended child eight or older is found frightened, crying, being disruptive or in distress), staff will attempt to locate the child's caregiver. If library staff cannot find the child's parent or caregiver, law enforcement will be notified and asked to assume care ofthe child.

SUSPENSION AND APPEAL POLICY

This policy and procedure applies to persons excluded from or placed under restricted access to Napa County Library locations as a consequence of violating library policy. This Policy outlines both suspension and appeal procedures.

Policy Statement
To provide and maintain a comfortable and safe environment for all ~~customers~~ patrons and library staff, the Library Commission and the Napa County Board of Supervisors have approved the Napa County Library's behavior policy. Violation of the behavior policy may result in suspension/exclusion or restricted access to the Napa County Library locations, services and or programs for a designated period of time.

Any person who has been excluded from or placed under restrictive access to the Napa County Library locations, programs or services for seven or more days for violating the Behavior Policy, may appeal the exclusion or restricted access.

Suspension/Exclusion Procedure
Authorized Staff including the Library Director or Assistant Library Director or any staff member designated as "in charge" of the facility shall follow the following procedures:

Violations of the behavior policy will be addressed by initially warning the customer of the violation. If after an initial warning the violation continues, authorized staff may exclude/suspend the ~~customer~~patron(s) from library locations, programs and/or services for the rest of the day. Repeated violations may result in an exclusion and or suspension for up to 90 days.

Certain violations of the behavior policy are so severe that they warrant immediate and continued exclusion. These violations include:

- Physical abuse or assault of a library ~~customer~~ patron or staff member
- Making violent or threatening statements
- Harassment of a library ~~customer~~patron or staff member
- Damaging library materials and/or property

Authorized staff will instruct anyone displaying these behaviors to leave the library immediately. The police may be ~~called~~called, and additional legal action may be taken, if appropriate. Based on the severity of the situation, Library Staff may determine a longer period of exclusion.

When a ~~customer~~patron is excluded from Napa County Library locations, services and or programs, every effort will be made to notify the ~~customer~~patron in writing of the suspension. When possible, Library Staff will deliver the written notification in person or mail to the ~~customer~~patron. If the ~~customer~~patron is an individual under 18, Library Staff will attempt to notify the minor's parents or legal guardian of the suspension.

A copy of the conduct policy and the appeal policy will be included with the letter of suspension.

Appeal Procedure

1. For Suspensions 30 days or less:

The ~~customer~~patron who has been excluded ("appellant"), or if a minor the appellant's parent or legal guardian, may submit a written appeal to the Library Director no more than seven days after the exclusion. The written appeal should include the following information:

- Name of appellant and address phone number or email address
- Terms of exclusion (length of time and reason)
- Statement ~~on~~ on why the exclusion should be lifted
- If the appellant is a minor, the appeal may be submitted by a parent or a legal guardian.
- ~~•~~

The written appeal should be delivered to the Business Office at Napa ~~Main~~ Library, 580 Coombs Street, Napa, California, 94559.

The Library Director shall notify the ~~customer~~patron ~~appellant~~patron appellant of the result of the appeal within 48 hours, by phone, email, or mail. In the event of the Library Director's absence, the Assistant Library Director shall have the authority to respond to the appeal. If it is found by a preponderance of evidence that the exclusion or restriction of library services is unwarranted, the exclusion or restriction shall be withdrawn.

2. For Exclusions/Suspensions (greater than 30 days):

A ~~customer~~patron who has been excluded ("appellant"), or whose access has been restricted for more than thirty days may appeal to the Library Director using the appeal procedures specified for exclusions of up to thirty days but retains their right to also use the appeal procedures outlined for suspension for more than thirty (30) days.
~~(30) days.~~

~~A.~~ The appellant must submit a written appeal no more than ~~five~~ seven days from receiving the Library Director's Notice of Suspension. The written appeal must include the follow information:

~~i.~~a. ~~Appellant's name and address or valid contact information – i.e., email or phone;~~Name ~~of appellant and address phone number or email address~~

~~ii.~~b. Name of appellant and address phone number or email address

~~iii.~~c. Terms of the exclusion or restricted acces~~s;~~s (length of time and reason)

~~iv.~~d. Statement giving the reason for appeal and why exclusion or restricted access should be lifted; and

~~v.~~e. If the appellant is a minor, the appeal may be submitted by a parent or a legal guardian.

i. The written appeal should be delivered to: Chair, Napa County Library Commission, and 580 Coombs Street, Napa, CA 94559-3396.

~~B.~~f. An appeal hearing will be heard by the Library Commission's Committee for Appeals on Suspension no more than 30 days from notice of appeal. The appeal document

submitted by the appellant will be included in the publicly distributed Committee for Appeals on Suspension Library Commission meeting agenda packets.

g. ~~The~~ The Library Commission ~~Committee for Appeals on Suspension~~Chair or Vice Chair will hear the noticed appeal at the special meeting. The burden of proof rests with appellant. Appellant must show by a preponderance of the evidence that the exclusion or restriction to library facilities is unwarranted. The hearing will include the appeal document, a report on the matter presented by the staff services person responsible for the exclusion or restriction to library services or the Library Director and all interested persons. Appellant may offer testimony and bring witnesses if their testimony is relevant. Testimony is limited to information regarding the exclusion or restriction. If appellant is a minor, the minor must be accompanied to the commission hearing by a parent or legal guardian. A decision regarding the appeal will be made by the Library Commission to uphold exclusion or restriction, ~~determine~~determine if the restriction is unwarranted or to reduce the term of the exclusion or restriction. The decision of the commission is final.

h. Within five working days after making its decision, the Library Commission ~~Committee for Appeals on Suspension~~Chair~~ri~~ or Vice Chair will send a letter to appellant informing ~~the appellant~~them of the Commission's decision. A copy of the letter will also be given to the Library Director.

i. During the appeal process, the terms of the exclusion or restriction shall remain in force until a decision has been rendered.

~~C.~~

~~appeal at the special meeting. The burden of proof rests with appellant. Appellant must show by a preponderance of the evidence that the exclusion or restriction to library facilities is unwarranted. The hearing will include the appeal document, a report on the matter presented by the staff services person responsible for the exclusion or restriction to library services or the Library Director and all interested persons. Appellant may offer testimony and bring witnesses if their testimony is relevant. Testimony is limited to information regarding the exclusion or restriction. If appellant is a minor, the minor must be accompanied to the commission hearing by a parent or legal guardian. A decision regarding the appeal will be made by the Library Commission to uphold exclusion or restriction, determine the restriction is unwarranted or to reduce the term of the exclusion or restriction. The decision of the commission is final.~~

~~D. Within five working days after making its decision, the Library Commission Committee for Appeals on Suspension will send a letter to appellant informing the appellant of the Commission's decision. A copy of the letter will also be given to the Library Director.~~

~~E. During the appeal process, the terms of the exclusion or restriction shall remain in force until a decision has been rendered.~~

GIFTS AND DONATIONS POLICY

The Napa County Library depends on the generosity and support of the community. Donations of money and gifts to the collection are welcomed within the guidelines of this policy. These contributions may be made as supplements to, not replacements for, the library's tax-based revenues and regular non-tax revenue sources.

County Policy

~~Gifts and donations must be made within the guidelines established by the Napa County Board of Supervisors.~~ Library Director will adhere to county policy for acceptance of cash donations, non-cash donations – Merchant Gift Cards, Capital Assets, perishable and non- perishable goods, and equipment.

~~These guidelines authorize the Director of the Napa County Library to receive gifts and donations that support existing library services and programs.~~

~~The Library Director is authorized to apply for all available grants of twenty-five thousand dollars ($25,000) or less which support existing library services and programs, without Board of Supervisors' prior approval if no new positions and/or unbudgeted County match is required.~~

~~The Library Director is authorized to accept donations on behalf of the Napa County Library for two thousand dollars ($2000) or less without Board of Supervisors' approval.~~

~~The Library Director is authorized to accept donations and gifts on behalf of the County Library of ten thousand dollars ($10,000) or less from Friends of the Library groups and report such donations annually to the Board of Supervisors.~~

~~The Library Director is authorized to accept fixed asset donations to the library if the value does not exceed three thousand dollars ($3,000) without Board of Supervisors' approval.~~

Donations of Money

1. Donations of money for the *general support* of the Napa County Library's mission and collections are welcomed.

2. Donations of money for which the donor wishes to earmark a specific location or specific library function, activity, program, or project are accepted, insofar as they are deemed appropriate and manageable by the Library Director. Such gifts require prior approval by the Library Director. In some instances, prior approval may also be required by the Library Commission or the Napa County Board of Supervisors. The library is extremely cautious about accepting donations that may create on-going costs.

3. The library reserves the right to determine whether the donor's/honoree's names will be placed on the item(s) purchased with donated funds, and will have final discretion on the type, size and wording of any such designation.

4. Monetary donations can be made directly to the library at any location.

5. Donations of money or other financial assets to the Napa County Library Foundation for its endowment fund or specific Foundation goals can be made directly to the Library Foundation.

6. Donations of money to support Friends of the Library activities can be made directly to the local Friends of the Library group.

Gifts to the Collection

1. Gifts of books and other materials for the collection are welcomed.

2. All gifts become the property of the Napa County Library.

3. Gifts are accepted without conditions.

4. Gift books and other materials will be evaluated for inclusion in the collection based on the same criteria used for purchased materials.

5. Gift materials might not be added to the collection. The library will assume no responsibility for returning such items to the donor. Items accepted by the library but not added to the collection will be disposed of in a manner deemed proper by the Library Director or librarians with delegated authority.

~~6.~~ Gifts of items for the collection will not be accepted in lieu of payment for fines or lost items. Gifts of collected private papers, specialized collections, or unique resources which are more suitable for a museum, archive, research library, or other institution than for the Napa County Library may be declined and/or referred to a more appropriate recipient. In rare circumstances, such gifts may be accepted when the Library Director decides they meet a specific need of the library and are able to be appropriately housed, controlled, and accessed within the library's facilities. ~~Such a donation must be approved by the Library Commission, but only upon recommendation by the Library Director.~~

6.

7. The donor may request that a book plate be affixed to a donated item to acknowledge memorial or honorary commemorations. If the item is accepted for the collection, the library reserves the right to determine if the donor's name or honoree's name will be placed on the donated item, and will have final discretion on the type, size and wording of any such designation. A donor's suggestions regarding wording will be given respectful consideration.

8. The library will provide a letter of acknowledgement for donated items if requested by the ~~donor, but~~donor but will not provide appraisal of value for tax purposes. Valuation is the responsibility of the donor.

9. Donations of books or other items to the Friends of the Library groups for their book sales are not gifts to Napa County Library, and are subject to the specific guidelines, qualifications, and exclusions established by each Friends group.

Donation of Physical Assets

~~A.~~1. As a general rule, the library will not accept donations of physical assets or everyday items. ~~used as teaching aids~~. Exceptions to this rule ~~will be rare and~~ must have prior approval of the Library Director. In some instances, ~~prior approval may also be required by the Library Art Review Committee, Library Commission, or~~ the Napa County Board of Supervisors.

~~B.~~2. All accepted donations of physical assets become the property of the library, and the library reserves the right to dispose of items in a manner that the library deems necessary and proper. The library will assume no responsibility for returning items to the donor.

~~C.~~3. Considerations for acceptance include, but are not limited to:

- a. The library's need for the particular item.
- b. The space required for the item being available.
- c. Suitable alternatives that are available to the library or the County's purchasing division through standard manufacturers, vendors, agents, or those companies specializing in library-oriented products and services.
- d. Security measures needed.
- e. Controlled environments required.
- f. The style and color of the item being consistent with the library's décor.

~~D.~~4. Gifts of art objects more suitable for a museum, archive, research library or other institution than for the Napa County Library may be declined and/or referred to a more appropriate recipient. In rare circumstances, such donations may be accepted when the Library Director decides they meet a specific need of the library~~, and the donation is approved by the Library Commission.~~.

~~E.~~5. The library reserves the right to determine if the donor's name or honoree's name will be placed on the donated item, and will have final discretion on the type, size and wording of any such designation.

~~F.~~6. Appraisal of physical asset donations for tax purposes will not be provided by the library.

~~G.~~7. Except as otherwise addressed in the library's policies, Napa County Library does not accept loans of furniture.

~~H.~~8. Art objects are accepted on loan only within the context of the Library's Art in the Library program. (See the Library's Art Review Committee description in Service Policy #2, Displays, Postings and Handouts.)

COLLECTION DEVELOPMENT POLICY

Napa County Library's mission is to enrich people's lives with books and information. In support of this mission, Napa County Library endeavors to preserve and encourage the free expression of ideas essential to an informed citizenry. Napa County Library recognizes that within Napa County there are individuals and groups with diverse interests, backgrounds, and needs, and the library serves Napa County by providing free and equal access to public library facilities, resources and services that enable the County's diverse population to acquire information, pursue life-long learning, explore ideas, experience recreational and cultural enrichment, and enjoy the pleasure of reading.

Napa County Library believes that reading, listening to, and viewing library materials including electronic resources, are individual, private matters. Not all materials will be suitable for all members of the community. While one is free to select or to reject materials for oneself, one cannot restrict the freedom of others to read, view, or inquire. Parents, guardians and caregivers have the primary responsibility to guide and direct the reading and viewing of their own minor children. The library does not assume that responsibility.

Napa County Library identifies and responds to changing demographics in order to meet community needs. Materials in a variety of formats, including licensed electronic resources and online databases, shall be selected for all ages. Some factors, though not an exhaustive list~~, which,~~ are considered in adding to or removing materials from the library collection may include: present collection composition, collection development objectives, interest, demand, timeliness and current content, audience, significance of subject, authoritative works, diversity of viewpoint, effective expression, well-balanced and well-organized content, physical condition and limitation of budget and facilities.

No materials that meet the selection criteria shall be excluded because of the origin, background, or views of the author or those contributing to its creation. The library does not endorse any particular viewpoint or belief represented in its collection. The Napa County Library adheres to and supports AB-1825 – California Freedom to Read Act.

Napa County Library shall be responsive to public suggestion of titles and subjects to be included in the library collection. Gifts of materials may be accepted with the understanding that standards of this policy are applied to gifts as to materials acquired by purchase.

Napa County Library is not an archival library. To ensure a vital collection of continuing relevance and value to the community, materials that are not well used or no longer fall within the selection criteria may be withdrawn.

The collection shall be organized and maintained to facilitate access. There shall be no prejudicial labeling, sequestering, or alteration of materials.

The ultimate responsibility for the selection, replacement, and discarding of library materials is vested in the Library Director (California Education Code section 19146). The Library Director may delegate to members of the staff who are qualified by reason of education and training to conduct the ~~day to day~~day-to-day responsibilities of collection management.

Napa County Library recognizes the right of individuals to question materials in the collection. A library ~~customer~~patron questioning material may request and submit a Statement of Concern about Library Resource ~~customer Request for Evaluation~~ form. [Appendix 1]

The collection development policy functions in accordance with the principles professional librarianship that include the commitment to the tenets of the American Library Association's Library Bill of Rights, Freedom to Read Statement, ~~and~~ Freedom to View Statement, and AB-1825 California Freedom to Read Act and their interpretations.

- http://www.ala.org/advocacy/intfreedom/freedomreadstatement
- http://www.ala.org/advocacy/intfreedom/librarybill
- http://www.ala.org/advocacy/intfreedom/freedomviewstatement
- https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB1825

- ~~http://www.ala.org/advocacy/intfreedom/freedomreadstatement~~

~~http://www.ala.org/advocacy/intfreedom/freedomviewstatement~~

CALIFORNIA EDUCATION CODE SECTION 19146

The county librarian shall, subject to the general rules adopted by the board of supervisors, build up and manage, according to accepted principles of library management, a library for the use of the people of the county, and shall determine what books and other library equipment shall be purchased.

LIBRARY BILL OF RIGHTS

I. The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

~~I.~~II. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

~~II.~~III. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

~~III.~~IV. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

~~IV.~~V. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

VI. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VII. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

~~V.~~VIII. All ~~people, regardless of origin, age, background, or views,~~patrons possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

~~VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.~~

~~All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.~~

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019. Inclusion of "age" reaffirmed January 23, 1996.

~~VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.~~

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THE FREEDOM TO READ STATEMENT

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from ~~a view~~the view that our national tradition of free expressions is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the ~~Internet~~internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with

faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority. Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

Publishers, librarians and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated. Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author. No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression. To some, much of modern expression is shocking. But it is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experience in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous. The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are ~~more safe~~safer, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one; the answer to a "bad" idea is a good one. The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worth of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publisher Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 15, 1991; July 12, 2000; June 30, 2004.

FREEDOM TO VIEW STATEMENT

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.

To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

The statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

Endorsed January 10, 1990, by the ALA Council

AB-1825 CALIFORNIA FREEDOM TO READ ACT.(2023-2024)

Assembly Bill No. 1825
CHAPTER 941

SECTION 1.
Chapter 10 (commencing with Section 19800) is added to Part 11 of Division 1 of Title 1 of the Education Code, to read:

CHAPTER 10. California Freedom to Read Act
19800.

This chapter shall be known, and may be cited, as the California Freedom to Read Act.
19801.

The Legislature finds and declares all of the following:
(a) Libraries are essential for information, education, and enlightenment of all people of the community the library serves.
(b) Libraries provide access to books that offer teachable moments for readers of all ages and expand our understanding of people with different backgrounds, ideas, and beliefs.
(c) A person's right to use a library should not be denied or abridged solely because of personal characteristics, age, background, or views.
(d) Removing and banning books from public libraries are dangerous acts of government censorship and erode our country's commitment to freedom of expression and the right to receive information.
(e) Librarians are professionals trained to not impose their own thoughts and opinions on which ideas are right, but to make knowledge and ideas available so that people have the freedom to choose what to read.
(f) Librarians and library staff receive extensive professional training to develop and curate collections to meet the broad and diverse interests of their communities, which include, but are not limited to, literary value and developmental appropriateness of material.

19802.
(a) (1) Every public library jurisdiction that directly receives any state funding, including, but not limited to, state funding pursuant to this part, shall establish, adopt, and maintain a written and publicly accessible collection development policy for its public libraries by January 1, 2026, and shall submit that collection development policy to the State Librarian. The State Librarian or their designee may provide technical assistance to public libraries in developing their collection development policy. The collection development policy, at a minimum, shall do all of the following:
(A) Establish a process for community members to share their concerns regarding library materials and to request that library materials be reconsidered for inclusion in the library's collection.
(B) Guide the selection and deselection of library materials.
(C) Acknowledge that the public library's collection meets the broad and diverse interests of the community and respect both the library's autonomy and their specific community needs.
(D) Establish that the public library serves as a center for voluntary inquiry and the dissemination of information and ideas.

(E) Acknowledge that library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole.
(F) Acknowledge the right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences.
(2) A librarian, library media specialist, other employee, or contractor at a public library shall not be subject to termination, demotion, discipline, or retaliation for either of the following:
(A) Refusing to remove a library material before it has been reviewed in accordance with the public library's process for the reconsideration of library materials established pursuant to subparagraph (A) of paragraph (1).
(B) Making displays, acquisitions, or programming decisions that the employee or contractor believes, in good faith, are in accordance with the requirements of this section.
(b) (1) The governing board or body of a public library, or any body or commission designated to review the procurement, retention, or circulation of, or access to, library materials, shall not proscribe or prohibit the circulation or procurement of, or access to, any library materials in a public library because of the topic addressed by the materials or because of the views, ideas, or opinions contained in those materials.
(2) (A) Library materials in public libraries shall not be excluded, and access to library materials shall not be limited, solely on the bases of any of the following:
(i) The race, nationality, gender identity, sexual orientation, religion, disability, political affiliation, or any other characteristic listed in subdivision (a) of Section 12940 of the Government Code, or the socioeconomic status of a subject of the library materials, an author of the library materials, the source of the library materials, or the perceived or intended audience for the library materials.
(ii) The library materials contain inclusive and diverse perspectives.
(iii) The library materials may include sexual content, unless that content qualifies as obscene under United States Supreme Court precedent.
(B) This paragraph does not apply to library materials excluded, or for which access is limited, pursuant to a library maintenance and deaccession policy.
(3) The governing board or body of a public library, or any body or commission designated to review the procurement, retention, or circulation of, or access to, library materials, shall not create policies or procedures that limit or restrict access to library materials offered by the public library unless the policies or procedures are adopted to preserve the safety or security of the library materials, are time, place, and manner restrictions not based on the content of materials, or are programs that provide for the effective management of the library and its resources to preserve access for all library users.
(c) A person's right to use a public library and its resources shall not be denied or abridged solely because of personal characteristics, age, background, or views.
(d) All people, regardless of personal characteristics, age, background, or views, possess a right to privacy and confidentiality in the materials they borrow from libraries.
(e) This section applies to a public library, as defined in Section 18015, including any public library operated on a contractual basis, or by a city, including a general law or charter city, county, special district, or joint powers authority, except that it does not apply to any school library, as defined in Section 18710, or any library operated by the governing board of a school district, a county board of education, or the governing body of a charter school.
(f) For purposes of this section, the following definitions apply:
(1) "Library materials" includes, but is not limited to, books, periodicals and serials, audio materials, audiovisual materials, instructional materials, maps, databases, government documents, records, photographs, and all other similar materials, whether in tangible or electronic form. "Library materials" does not include hardware, tools, instruments, computers, appliances, or other items that are not for the primary purpose of conveying ideas or information.

(2) “Public library jurisdiction” means a county, city and county, city, or any district that is authorized by law to provide public library services and that operates a public library described in subdivision (e).

SEC. 2.

The Legislature finds and declares that ensuring public libraries are free of censorship is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 1 of this act adding Chapter 10 (commencing with Section 19800) to Part 11 of Division 1 of Title 1 of the Education Code applies to all cities, including charter cities.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Statement of Concern about Library Resource

~~FORM TO SUBMIT A REQUEST RECONSIDERATION OF A TITLE~~

Napa County Library ~~Customer~~Patron Request for Evaluation Form

The ultimate responsibility for selection, replacement, and discarding of library materials rests with the Library Director of the Napa County Library. However, the Library Director has established reconsideration procedures. If you wish to request the Library Director reconsider the replacement or discarding of certain library materials, please return the completed form to the Library Director, Napa County Library, 580 Coombs Street, Napa, CA 94559. Only persons who live within the Napa County Library service area are permitted to request a resource be evaluated. Once an item has undergone the evaluation process, it will not ~~be reviewed by the Library (regardless of who makes the request)~~ exempt from the review process for five (5) years.

Name:_____Date: _____

Address: _____

City: _____ State: _____ Zip code: _____ Phone: _____

Do you represent yourself?_____Your organization? _____

1. Resource on which you are commenting:

~~Book~~ ~~Video/DVD~~ ~~Display~~

~~Magazine~~ ~~Audio Recording~~ ~~Library Program~~

~~Newspaper~~ ~~Electronic Information/network~~

Other: _____

Title: _____

Author/Producer: _____

~~1.~~2. What brought this resource to your attention? _____

~~2.~~3. Have you read/examined the entire resource? _____

~~3.~~4. What concerns do you have about the resource? (Use other side or additional pages if necessary).

_____

_____

_____

_____

~~4.~~5. What resource(s) would you suggest to provide additional information and/or other viewpoints on this topic?

LIBRARY CARDS

Library Cards for Adults
Any adult (age 18 or over) may obtain a Napa County Library card free of charge by completing an application and presenting picture identification with documentation of current address.

Library Cards for Children
Any child (under age 18) may obtain a Napa County Library card free of charge by completing an application that includes a parent's or guardian's signature. A temporary library card may be issued to a minor who does not have a parent's or guardian's signature.

Parents are encouraged to accompany their children to the library to apply for the child's card. However, a parent or guardian may obtain a library card for their child without the child being present if the parent's or guardian's library card is in good standing. Any exception to this rule must be approved by a Library Supervisor or the ~~Librarian~~Staff Member in Charge.

The parent or guardian is responsible for the child's library card.

Napa County Library partners with the ~~Napa Valley Unified School District (NVUSD)~~schools in Napa county to issue library cards to all active students using their student ID. These cards allow students to utilize both online resources and print materials. Up to 5 items may be checked out at any time. This is an opt out program and parents or other caregivers can request that their student not be given a card at the beginning of each school year or at any point in the year by contacting ~~NVUSD~~ their school or Napa County Library to request that a change be made to the account.

Confidentiality
Pursuant to California Government Code Section 6267, registration and circulation records are confidential and may not be inspected by any other person without a court order or written permission of the individual to whom the records pertain, with the exception of minors as noted above.

Limitations
Napa County Library cards do not expire but the Napa County Library may delete a library card that has been inactive for more than three years.

Library cards may not be used if $10 or more in ~~fines and/or~~ fees are owed.

~~Customer~~Patrons are responsible for their library cards and for any materials and/or charges incurred from the use of the library card. The ~~customer~~patron is responsible for immediately notifying the library if the person's library card is lost or stolen. Failure to do so may result in the ~~customer~~patron being found responsible for any materials or charges incurred from the use of the library card.

The library card presented by the ~~customer~~patron is presumed to belong to that ~~customer~~patron, or, if the library card belongs to someone else and the card has not been reported lost or stolen, it is presumed that it is

being used with the ~~customer~~patron's consent. Napa County Library may request that ~~customer~~patrons update or confirm their address.

Temporary Library Cards
A temporary library card may be issued in special circumstances.

1. Temporary library card holders may have a total of five items checked out at a time.
~~1.~~

~~2. Temporary library cards expire in six months and may be renewed if the borrower's record is clear of all transactions, including borrowed books, fines and/or fees.~~

Institutional Library Cards
An institution may apply for an institutional library card when all of the following conditions are met:

1. The institutional library card is to be used to borrow materials for persons enrolled at the institution.
2. The institution's address is located within Napa County.
3. The institution understands that the same borrowing limits apply to the institutional library card as to personal library cards.
4. The institution accepts full financial responsibility for any and all fines and/or fees resulting from the use of its library card.
5. The institution understands that items may only be checked out when the institutional library card is presented, and there are no outstanding charges due on the card.
6. The institution understands that its institutional library card may be suspended or revoked by the Library Administration, at any time, without notice.
7. Only one physical institutional library card will be issued to the institution.
8. The institutional library card may only be issued when the application is signed by an official of the institution who is authorized to enter into binding agreements and to make financial commitments for the institution.

Suspension of Library Card Privileges
Napa County Library maintains ownership of any library card. The issuance of a library card does not provide the person and or institution with any legal rights outside of those contained in these policies and/or otherwise afforded by law. Napa County Library administration reserves the right to suspend the use of a library card temporarily for up to six months. During a suspension, all borrowing privileges are withheld.

Library cards may be suspended for the following reasons:

1. Disregard of library borrowing rules
2. Deliberate damage of library materials or property

CHECKOUTS

Checkout Periods
Materials may be checked out for 21 days. Extensions may be made under certain circumstances.

Checkout Limitations
Card holders may have a maximum of 50 items checked out.

Other limitations may apply as necessary. Napa County Library may limit the number of holds allowed for an individual ~~customer~~patron whose hold requests have gone beyond reasonable limits.

Renewals
Most items may be renewed a maximum of two times if no holds are on the material. Renewing an item creates a new due date based on the date renewed. Exclusions include certain bestsellers and new releases (Hot Picks) and Interlibrary Loans (ILLs).

Use Policies
The library is not responsible for damages that may occur to equipment in the use of library materials.

FINES AND FEES FOR MATERIALS

It is the Napa County Library's objective to keep the community engaged and using the Library by not collecting overdue fines. The Library will continue to recover the expense of lost or damaged materials so that other Library users may have access to the materials.

A schedule of the library's fines and fees adopted by the Napa County Board of Supervisors follows this policy.

Napa County Library participates in interlibrary cooperation with other library jurisdictions, which may have differing fine and fee policies and schedules. Whenever Napa County Library collects a fine or fee for an item borrowed from another library jurisdiction, it ~~collections~~ collects the amount that is charged by the library that owns the item.

LOST OR DAMAGED MATERIALS

The purpose of fees for lost or damaged items is to recover the cost of the item.

The selection, replacement, and withdrawal of all library materials is the responsibility of the L~~l~~ibrary Director and is delegated to professional librarians and paraprofessional employees.

Discretion and authority for disposal of damaged library materials rests with the Library Director and may be delegated to trained staff.

DELINQUENT ACCOUNTS

California Law

California Education Code, section 19911, provides that willful detention of any public library book or other library material is a violation of the law. The parent or guardian of a minor can be held responsible for such willful detention of library materials by the minor.

NOTIFICATION

~~Customer~~Patrons with borrowed materials which are overdue will receive notification. If there is no response to the notice, the violation may be turned over to the library's collection agency.

BLOCKED STATUS

A ~~customer~~patron for whom a collection agency account is established will have the ~~customer~~patron's library card blocked and may not borrow library materials until the account is cleared.

~~**COLLECTION AGENCY FEES**~~

~~A collection agency fee will be added to the customer's account at the time the account is turned over to a collection agency.~~

~~Customers who return materials for which a collection agency account has been established will still be charged the overdue fines and referral fee.~~

CLEARING A DELINQUENT ACCOUNT

A delinquent account is cleared when all library materials are returned in good condition and all charges connected with the transaction(s) are paid, or the library has been reimbursed for lost/damaged materials and all charges connected with the transaction(s) are paid.

The Library Director has the authority to work with ~~customer~~patrons to resolve accounts including waiving ~~fines and~~ fees and setting up payment plans.

~~Note: The library does not add the overdue fine to lost/damaged materials for which reimbursement has been made.~~

Once a ~~customer~~patron has cleared the delinquent account and paid all required fees ~~and fines~~, ~~b~~borrowing privileges are restored.

FINES AND FEES SCHEDULE

~~See Part 125 of Part III of the Napa County Board Policy Manual~~

COMMUNITY MEETING ROOM POLICY

The Napa County Library complies with the Napa County Board of Supervisors' policy on meeting room use (Resolution 88-35) and endorses the American Library Association Interpretation of the Library Bill of Rights concerning Meeting Rooms (included in section 6 of this policy manual).

Purpose

The Napa County Library location Meeting Rooms (hereinafter referred to as "Rooms") ~~is~~ are available for library sponsored events and for public gatherings of an intellectual, civic, cultural and/or educational nature.

The Library Director may waive specific provisions of this policy and/or establish specific requirements upon written request of the applicant if the request is reasonable and does not endanger person or property.

POLICY

Conditions Regarding Use:

1. The Rooms may be scheduled for use by individuals or organizations upon written application, payment of any fees and approval in advance by library administration no more than 90 days before the event.

2. The use of library facilities for programs is ~~not a right but~~ a privilege not a right. The Library Director or designee has the authority to restrict the use of the Rooms for library purposes or deny an applicant use of the Rooms based upon an applicant's prior violation(s) of the conditions for use, conditions on activities and/or restrictions under this policy.

3. The Rooms may only be used for meetings that are open to the public and are free of charge, unless otherwise approved in writing by the Library Director or the group has rented the Rooms at the "For Profit" rate.

~~3.~~4. County Departments are exempt from the requirement that meetings be open to the public, and are exempt from hourly rates, regardless of meeting type. They are subject to maximum use of six times per year or are subject to non-profit reservation rates.

5. The Napa ~~Main~~ Library Community Meeting ~~r~~Room is available for use during the following hours:

~~4.~~ Mon., Tues., Weds., Thurs. 8:3~~5~~0 a.m.

– ~~8~~7:45 p.m.	
Friday	8:3~~5~~0 a.m. – 5:45 p.m.
Saturday	10:00 a.m. – 5:45 p.m.
Sunday	Available at Director's discretion

The American Canyon Library Community Room is available for use during the following hours:

Mon., Tues., Thurs., Fri., Sat.	10:00 a.m. – 5:~~15~~45 p.m.
Weds.~~, Thurs.~~	1:00 p.m. – 7:45 p.m.

~~5.~~6. The premises must be vacated promptly on schedule.

~~6.~~7. The group using the Rooms must restack the chairs in the Rooms per posted instructions.

~~7.~~8. Attendance may not exceed the posted capacity of the Rooms.

~~8.~~9. No individual or group may use the Rooms more than once per month, with a maximum of six times per year, with the exception of library-sponsored activities.

~~9.~~10. Cancellations of scheduled meetings should be made as far in advance as possible. Refunds may not be made for meetings cancelled less than one week prior to the reserved meeting time.

Conditions Regarding Activities:

1. Approved Room use does not imply that the library supports or endorses the group or the program taking place in the Rooms.

2. Any publicity about the scheduled meeting must carry the name and phone number of the organization sponsoring the meeting. Publicity for the meeting must clearly indicate that the library is not the sponsor of the meeting. The library address and phone number shall not be used as a contact for meeting information.

3. No signs, stickers, posters or any other information about the meeting may be displayed on County property outside of the Rooms, other than on the designated space on the door. Sales, proselytizing or petitioning outside of the Rooms on County property is not allowed.

4. Arrangements for use of library equipment must be made in advance of the scheduled meeting. Individuals signing up to use library equipment must know how to operate it properly and must accept full financial responsibility for damage that may occur to it while in use by them.

5. Library Staff is not responsible for setting up or cleaning up the Rooms. Room set-up and clean-up are the responsibility of the applicant and must be done within the scheduled booking time. Individuals signing up to use the Rooms must accept full financial responsibility for damage that may occur to it while in use by them.

6. No individual or group may store items in the library or in the Rooms. The library is not liable for items left in the Rooms unattended.

Restrictions:

1. The Rooms may not be used for:
   - a. Any purpose that may interfere with the regular operation of the library, both inside and outside the ~~building;~~building.
   - ~~Groups of less than seven people;~~
   - b. Personal, company or family ~~parties;~~parties.
   - c. Any meeting that advocates any illegal ~~activity;~~activity.
   - d. Programs which solicit donations, charge admission or derive a profit as a result of the meeting taking place unless the group has the written approval of the Library Director or has rented the room at the "For Profit" ~~rate;~~rate.
   - e. Youth groups (ages 18 and under), unless sponsored and supervised by adults.

2. The following activities are not permitted in the room:
   - ~~A.~~a. ~~Smoking;~~Smoking.
   - ~~B.~~b. Serving alcoholic beverages, except the serving of wine or beer as described in the following section entitled "Serving of Wine and Beer~~";~~".
   - ~~C.~~c. Animals (service animals excepted~~);~~).
   - ~~D.~~d. Use of ~~candles;~~candles.
   - ~~E.~~e. Noise that disturbs ~~customer~~patrons using other parts of the library.

Serving of Beer and Wine

Beer and wine may be served at ~~adult-only~~ adult programs held during non-business hours of the library with the approval of the Library Director. Beer and wine education programs held in the Rooms during business hours may serve a limited number of small samples of wine for the purpose of education. All other alcoholic beverages ~~shall be~~are prohibited.

Any non-County person or organization that proposes, and is approved, to serve wine and/or beer must furnish to the Library Director a Certificate of Insurance indicating liquor liability or host liquor liability as part of their general liability policy with a minimum coverage of Two~~One~~ Million Dollars. Said certificate must name Napa County, its officers, agents and employees as additional insured.

Parking

The Napa ~~Main~~ Library's main parking lot has a 3-hour limit between 8:00 a.m. and 6:00 p.m. Monday through Friday. Violators are ticketed.

Terrace

The Library Use Policy applies to the library's terrace with the exception that food and non-alcoholic beverages are allowed.

Rental Fees

Rental fees are established ~~annually~~ by the ~~Library Commission and the~~ Napa County Board of Supervisors ~~(see the Fines and Fees Schedule in Section 3 of this policy manual)~~. Applicable fees are to be paid upon application, preferably no less than two weeks before the scheduled event.

These fees may include: hourly rate, ~~cleaning deposit, equipment deposit, and/or key deposit~~equipment use fee, and insurance fees. Missing or damaged equipment will be charged at cost to repair or replace. ~~Napa County department as~~

~~are exempt from deposit payments.~~ Programs for which fees have not been paid by one week before the scheduled program may be canceled and the meeting time made available for other groups. ~~County Departments are exempt from hourly rates, regardless of meeting type. They are subject to maximum use of six times per year or be subject to non-profit reservation rates.~~

~~program may be canceled and the meeting time made available for other groups.~~

Calistoga Library

The Calistoga location does not have a separate meeting space for community use. However, the Friends of the Library may use library space upon Library Director's approval. In accordance with County policy, a library staff person is required to be on duty whenever the library space is utilized by the Calistoga Friends.

Yountville Library

~~The Yountville location,~~The Yountville location does not have a separate meeting space for community use. The library is made available to the Friends of the Yountville ~~Library~~Library and may use library space upon Library Director's approval. In accordance with County policy, a library staff person is required to be on duty whenever the library space is utilized by the Yountville Friends.

DISPLAYS, POSTINGS AND HANDOUTS

Within the context of Napa County Library's Mission Statement, Values, and the guidelines established by this policy, the Napa County Library allows local non-profit, educational, cultural, and civic groups to display materials, post announcements and distribute handouts to the extent that space is available.

Responsibility
The policy is administered by the Library Director who has the authority to accept, reject, or remove any display, posting, or handout.

The library is not responsible for loss of or damage to exhibit or display materials.

Principles

1. The Napa County Library endorses the American Library Association Interpretation of the Library Bill of Rights concerning "Exhibit Spaces and Bulletin Boards."

2. The use of library facilities for exhibits or bulletins is a privilege, not a right.

3. The library encourages the presentation of topics from various points of view. Suggestions and comments from the public are welcome.

4. Displays, postings and handouts are intended to benefit the community by meeting some or all of these criteria:
   ~~A.~~a. Provide cultural and educational enrichment
   ~~B.~~b. Provide useful information
   ~~C.~~c. Enhance community awareness of opportunities or issues
   ~~D.~~d. Provide public service
   ~~E.~~e. Offer educational activities
   ~~F.~~f. Be of interest to Napa County residents

5. Items to be posted or distributed must be left at the ~~Reference~~Information Desk for review and approval, along with the name, address and telephone number of the individual or organization requesting this service.

6. Announcement of activities taking place in Napa County is given priority.

7. Due to space limitations, oversized posters or handouts may not be allowed.

8. No box, receptacle, or canister may be a part of any posting or display.

9. Announcements of personal services or inquiries, lost and found notices, personal legal notices, and purchase or sales offers are not allowed.

10. Campaign materials may not be posted. Official election information distributed by Napa County Elections or the Napa County Registrar of Voters may be posted.

11. No exhibit, bulletin, or program for the general public shall be permitted which advocates or solicits consideration of any product or item sold by any private business, commercial venture, or charitable enterprise.

Art in the Library Program

The Art in the Library Program provides adults the opportunity to explore and develop their artistic interests through monthly exhibitions and art presentations.

Napa County Library's Art in the Library Program seeks to bring variety of art exhibits to the Napa ~~Main~~ Library that meet an acceptable aesthetic standard of quality. Art from Napa County residents is accepted during the yearly Art Call. ~~Both local and national art is sought.~~ Selections attempt to represent a variety of artistic styles, techniques and mediums. The Art in the Library Program may also include art displays/exhibits in the ~~Branches~~other library locations.

The Art in the Library Program is managed by an advisory committee that reports to the Library Director. The purpose of the committee is to review applicants' art submittals and select the artists whose works will be displayed.

The Napa County Art Review Committee consists of four members: the Library Director or designee and three community representatives appointed by the Library Commission. Each Commission-appointed committee member serves a two-year term starting from the date of appointment. A committee member who does not respond to contacts regarding committee's business shall, at the discretion of the Library Director, be deemed inactive. A new appointment shall then be made to replace the inactive committee member.

Art Exhibits in the Children's Library

1. The Children's Library may accept artwork for display on the cloth/bulletin walls. Display of objects on the tops of shelving units is not allowed as it limits the staff's vision of the children's area and cannot be protected from being touched or damaged.

2. Art-work (pictures) should be done by children or for ~~children, and~~children and be appropriate for viewing by all our young ~~customer~~patrons who use the Children's Library. The primary clientele are infants through sixth graders and their parents and caregivers.

3. A sample of the artwork shall be provided to the ~~Head of~~ Children's Services Supervisor for review. The library reserves the right to approve or disapprove of the exhibiting of the artwork in the Children's Library.

4. Artwork may be displayed for thirty (30) days. Exhibits must be scheduled in advance and according to these guidelines. Exhibitors are encouraged to come in and view the space available prior to scheduling a display period.

   g. The teacher/leader in charge of the student artwork is responsible for putting up the pictures and for taking them down on a pre-scheduled date. To put up or take down the ~~art-work~~artwork before the library opens at ~~10~~9:00 a.m., the teacher/leader must make an appointment with a Children's staff member to provide entrance into the building. Putting up

and removing the pictures involves getting up on a ladder, which the library has available on a pre-arranged basis. The library provides straight pins (T-headed) to attach pictures to the wall so as not to damage the wall covering.

5. Exhibits should display a banner or sign which introduces, explains and identifies who is responsible for the exhibit. This includes providing a phone number of the person responsible for the exhibit as viewers often want to get in touch with the person.

6. The person responsible for the ~~exhibit~~exhibition is in charge of returning the artwork to each individual artist. Individuals may not claim their personal artwork directly from the library.

~~1. d~~

~~basis. The library provides straight pins (T-headed) to attach pictures to the wall so as not to damage the wall covering.~~

~~1. Exhibits should display a banner or sign which introduces, explains and identifies who is responsible for the exhibit. This includes providing a phone number of the person responsible for the exhibit as viewers often want to get in touch with the person.~~

~~2.~~1. ~~The person responsible for the exhibit is in charge of returning the artwork to each individual artist. Individuals may not claim their personal artwork directly from the library.~~

INTERLIBRARY LOAN / LINK+ (INN-REACH)

Interlibrary Loan (ILL) allows Napa County Library card holders to get materials not available in the Napa County Library, Napa Valley College or Solano Community College collections. These materials are requested by the Napa County Library on behalf of library ~~customer~~patrons to other institutions.

The Napa County Library also utilizes a service called Link+ that allows users to directly request materials held by other libraries within California. URL: http://csul.iii.com/

To use ILL and Link+, the Napa County Library card holder must be in good standing with the library and have an account balance less than $10. However, the lending library may impose conditions of use and borrowing restrictions and the Napa County Library does not participate in international borrowing.

Library Card holders using ILL are limited to five requests at any given time, which includes requests that are pending, in process, shipped, and received/in use. Separate request cards must be completed for each individual request for each book title, periodical article, or genealogical request. ILL does not accept requests for books or materials published in the current year, or for materials already held by the Napa County Library, Napa Valley College or Solano Community College. Overdue items are not eligible for renewal and must be returned promptly. Renewals are granted at the lending library's discretion and must be requested before the due date. Only ILL staff can assist with renewal requests. Interlibrary Loans must be returned to the Napa County Library location of original check-out.

~~All ILL requests, excluding Link+, require a non-refundable $5 ILL fee per loan at time of check-out, which covers the cost of return shipping.~~ Genealogical and article requests may incur a fee of up to $25 from the lending library.

The lending library will set the due date. ~~Overdue fines will accrue at the standard rate per day.~~

The borrower is financially responsible for ~~late fees,~~ damage or loss of materials borrowed which can be up to $115 for Link+ and the lending library's valuation of the material for all ILL items.

All items must be returned with attached paperwork and or labels to avoid additional fees. Failure to follow guidelines may result in restriction or suspension of ILL privileges.

INTERNET AND ELECTRONIC INFORMATION USE POLICY

The Napa County Library's mission is to enable Napa County's diverse population to acquire information, conduct life-long learning, pursue knowledge, explore ideas, find recreational and cultural enrichment and experience the pleasure of reading. The Library offers, for all ages, broad and relevant collections in a variety of formats, ~~and it utilizes technological linkages to many resources~~including databases, apps and other online resources as well as the broader internet connectivity through use of library provided computers and Wi-Fi connectivity. ~~The Library upholds and affirms the right of each individual to have access to constitutionally protected material and information.~~

The Internet

The Internet, as an electronic information resource, enables the Library to provide information beyond the confines of its own collection. It allows access to ideas, information and commentary from around the globe. It is an unregulated ~~medium .~~medium. As such, while it offers access to a vast array of tools and resources that are personally, professionally and culturally enriching to individuals of all ages, it also enables access to some material that may be offensive, disturbing and/or illegal.

Disclaimer

The Library does not endorse the viewpoints or vouch for the accuracy of information obtained through the ~~Internet~~internet. The Library cannot control or monitor material which may be accessible from ~~Internet~~internet sources. The Library's selection policies, which serve to govern the Library's purchase of materials, are not applicable to material accessed electronically. Library patrons use the ~~Internet~~internet and electronic databases at their own risk. The Library assumes no responsibility and shall have no liability for any direct, indirect or consequential damages arising from use of its connection to the ~~Internet~~internet.

User Responsibility

Each individual user must accept responsibility for determining which electronic resources they will access and determining for themselves the relative value of the content. *Computer users are cautioned that the library is a public area that is shared by Library users of all ages, backgrounds, and sensibilities. Users of both their own devices and those provided by the library are asked to respect the sensibilities of others when accessing potentially offensive information or images.* The Library cannot censor access to material or protect users from offensive information. Since the ~~Internet~~internet is not secure, each user accepts personal and financial responsibility for information transmitted or received.

Ethical and Acceptable Use

All users of electronic information ~~-~~resources such as the ~~Internet~~internet are expected ~~-~~to use these resources in a responsible manner, consistent with the educational and informational purposes for which they are provided. It is also expected that use will ~~-~~be in conformance with the Library's Behavior policy which is posted in the Library. It is unacceptable to use the Library's computer systems and ~~Internet~~internet resources for any purposes which violate the law or Library policies. The following is a list of unacceptable uses:

- Violation of applicable Federal or State laws.
- Use of the computers to gain access to the Library's networks or computer systems or to any other restricted network or computer system.

- Unauthorized use of computer accounts, access codes or network identification numbers.
- Violation of copyright laws or licensing agreements pertaining to software, files and other resources obtained electronically.
- Violation of another user's privacy or use of another's library card to gain access.
- Attempting to alter software configurations or to cause degradation of system performance.
- Engaging in any activity which is deliberately and maliciously offensive, libelous or slanderous.
- Installing or downloading any software.
- Disrupting or interfering with network users or services. Such interference or disruption ~~includes, but~~includes but is not limited to: distribution of unsolicited advertising, harassment of others, propagation of computer viruses, and overuse of interactive network utilities (commonly referred to as Denial of Service Attacks - DoS.).
- Sending, receiving or displaying text or graphics which contain extremes of sex or violence that are an end to ~~themselves~~themselves, or which may reasonably be construed as obscene by contemporary statewide standards. The Library attempts to filter this content on its network.
- Tampering with, destroying or damaging equipment, software or data belonging to the Library.
- ~~The Library has received funding from the federal Emergency Connectivity Fund (ECF) to purchase mobile broadband hotspot and la ptops. Any ECF supported equipment and services can only be provided to patrons who declare they do not have access to the equipment or services sufficient to access the internet.~~

Children's Access and Usage

The Library affirms the right and responsibility of parents and guardians to determine and monitor their children's use of Library materials and resources. Restriction of a child's access to the ~~Internet~~internet is the responsibility of the parent or guardian; the Library does not have the right or responsibility to act in the place of the parent (in loco parentis). There will be some resources which parents or guardians may feel are inappropriate for their children. Parents or guardians should let their children know if there are materials which they do not want them to use. Parents or guardians are encouraged to work closely with their children in selecting and using materials and resources that are consistent with their own distinct family and personal viewpoints or values. Parents or guardians should supervise their children's ~~Internet~~internet sessions.

Violation of Policies

Users violating these or any other library policies and guidelines will be advised of the policies and asked to comply. Users who persist in violating these policies after previous warning, or if the behavior is considered so severe that they warrant immediate and continued exclusion, will be restricted from using the Library's on-line services ~~on that occasion~~.. The Library reserves the right to prohibit those who fail to use ~~Internet~~internet and computer workstations appropriately and reasonably from future access or use of the on-line services and may be suspended from using the library under the Library Use Policy. Illegal acts may subject violators to prosecution by local, State or Federal authorities

LIBRARY PROGRAMS POLICY

In support of its mission, the Napa County Library sponsors and conducts programs which:

1. are informational, educational, cultural and recreational;
2. stimulate interest in and use of the library;
3. promote an awareness of contemporary issues while maintaining impartiality and sensitivity; and
4. attract non-users and reflect the need to connect programs with library resources as part of the process of creating lifetime library users.

Napa County Library is committed to the tenets of the American Library Association's Library Bill of Rights and its interpretation entitled "Library-Initiated Programs as a Resource." Both documents are included in the Library's Policy Manual, under Section 6.

The ultimate responsibility for ~~selection of~~ library programs rests with the Library Director, who operates within the framework of the policies determined by ~~the Library Commission and~~ the Napa County Board of Supervisors. The Library Director may delegate responsibility for program planning and presentation to Library Staff.

Selection of library program topics, speakers, etc. is made by library staff on the basis of the interests and needs of library users and the community. Library programming will not exclude topics, books, speakers, media and other resources because they might be controversial. The library does not conduct programming that is purely commercial or religious in nature.

Library programming may be planned in cooperation with other agencies, organizations and educational institutions.

All library programs shall be open to the general public, although some programs may be designed with specific audiences in mind, such as toddler's story times, parenting programs, etc. Programs targeted toward specific audiences will be publicized as such.

Most library-sponsored programs will be free to attend. However, the library reserves the right to present special programs, usually in cooperation with other entities, which require paid admission.

There may occasionally be a materials fee requested by the co-sponsoring agency when these materials cannot be reproduced by the library due to copyright or other restrictions. However, when there is a fee for materials, this fee will be stated ~~up front, and~~up front and should not exceed the actual material costs to the presenter.

All materials to be used by a co-sponsoring body in a library-sponsored program must be approved by the library before the scheduled program occurs.

No individual or organization who presents a program at the library for public attendance is allowed to sell their product or services or collect names, addresses and/or phone numbers of attendees during

their presentation or during their time at the library. Excepted from this are authors who come to speak about books they have authored. Before or after the presentation, the author, the author's representative, or a bookstore arranged by the library may unobtrusively sell copies of the published work.

Program presentation at the library does not constitute library endorsement of any specific point of view, idea, strategy, financial plan or investment included in the programs content. Use of the organization's name or the business affiliation of a presenter may be used in the library's promotion of a program, but does not constitute endorsement, merely acknowledgment.

The Library's Behavior Policy applies to the conduct at library-sponsored programs. The maximum room capacity of the meeting space will be adhered to.

VOLUNTEER POLICY

Philosophy

Napa County Library believes that an effective volunteer force enhances the library's ability to provide quality services to the public. Furthermore, an active volunteer program is an integral part of the library's relationship with the community.

Principles

1. A volunteer force brings a wide range of skills, talents, and experience from the community to the library.
2. A volunteer program provides community members the opportunity to gain an understanding of the nature and value of public library services.
3. Volunteerism provides opportunities for positive community service and work experience among a variety of age groups.
4. The volunteer force functions as an important supplemental element of the library's mission.
5. The library's volunteer program is governed by Napa County regulations and Napa County Library policies and ~~procedures;~~procedures, which includes fingerprinting and background check for all volunteers 18 or older.
6. Volunteers assist the paid library staff in providing a variety of services beyond the scope of the regular library budget.
7. Volunteer services do not displace existing paid staff nor are volunteers expected to eliminate the need for additional paid staff that may result from changing conditions, budgetary allowances or implementation of the library's mission.

The administration of volunteer services is at the discretion of the Library Director whose responsibility is to operate the library with the highest possible degree of professionalism.

CONFIDENTIALITY OF LIBRARY RECORDS

Purpose
The purpose of this policy is to affirm the Napa County Library's dedication to the principle of confidentiality of library ~~customer~~patron records and expectation of privacy when using library materials, and to identify those limited circumstances under which information regarding a ~~customer~~patron's use of the library will be released to third parties.

Scope
All records pertaining to the use of Napa County Library materials by a library ~~customer~~patron shall remain confidential other than records relating to fines imposed on borrowers and, in accordance with Government Code section 6254(j); such confidential records will not be disclosed in response to requests under the Public Records Act (Government Code sections 6250 and following). "Records" includes all forms of communication related to public business, except as noted above, including any writing, picture, sound, or symbol, whether paper, or other media.

No employee, volunteer or Commissioner shall make information regarding such records or a ~~customer~~patron's use of the library's materials, equipment or facilities (other than the Library Community Room) available to any third party except in accordance with the court or other orders or search warrants described in this Policy. Records relating to fines imposed on borrowers must be disclosed when properly requested under the Public Records Act, as most rental agreements for use of the Community Room are disclosable public contracts.

The confidential ~~customer~~patron records referred to in this Policy, whether print or electronic, include but are not limited to:

1. Circulation records from any library division;
2. Library card registration records;
3. Interlibrary loan requests;
4. Public computer usage and Wi-Fi connectivity, including website visits;
5. ~~Customer~~Patron material requests;
6. Reference requests received in person or via email, telephone, or virtual reference;
7. Program signup records; and
8. All other personally identifiable uses of library materials, facilities (other than the Community Room) or services, including computer usage and usage of materials owned by other libraries when the request or actual materials loaned are handled by the library.

The confidential information in these records includes, but is not limited to:

1. Subjects researched;
2. Materials consulted;
3. Individual titles borrowed; and
4. ~~Customer~~Patron name, address, phone number, driver's license or DMV identification card number, and social security number or tax identification number.

Disclosure of Confidential Information

With the exception of library personnel performing their required library duties, library ~~customer~~patron records may only be disclosed:

1. To the ~~customer~~patron upon verification of identity;
2. To the parents of minor children under specific circumstances (see "Minors" below);
3. To anyone with prior written consent of the ~~customer~~patron involved. The person requesting the information must provide photo identification with signature, along with the signed written consent of the ~~customer~~patron or their library accounts must be formally linked through prior agreement; or
4. As required by law, such as but not limited to Court Orders and ~~Under court-issued order, subpoena or~~ search warrants produced by local, state federal agencies, including Immigrations and Customs Enforcement (ICE), ~~in which case~~ Library Staff ~~are to~~shall refer all requests for information to Library Management ~~for referral to its legal counsel, the Napa County Counsel, for review prior to any decision on compliance~~.

   The Napa County Library will honor a properly issued and served court order, subpoena or search warrant issued by an appropriate state or federal court, subject to the following procedures:

a. Any employee who receives the request for library records shall ask for the identification of the person or entity making the request and then immediately refer such person or the agent or officer of that person or entity to the library manager or, in the absence of the library manager, to the person-in-charge of the library building.
b. The library manager or person-in-charge should attempt to contact the library's legal counsel (Napa County Counsel) and to have such legal counsel present. In the event that legal counsel is not available, the library manager or person-in-charge should only meet with the requesting person or agent with another Library Staff member in attendance.
c. If the requesting person or entity or the agent or officer of that person or entity does not have a court-issued order, subpoena or search warrant compelling production of the records, the library manager or person-in-charge shall explain the library's confidentiality policy and the State's confidentiality law and inform the person that library ~~customer~~patron records are not available except when such an order, subpoena or search warrant has been presented.
   ~~A.~~ If the court order is in the form of a court-issued order or subpoena, before any records are produced the library's legal counsel shall examine the order or subpoena for any legal defect, including the manner in which it was served on the library, the breadth of its request, its form, or any insufficient showing of good cause made to the court.

d.

   ~~d.~~ If the order is in the form of a ~~duly-issued~~duly issued search warrant, the agent or officer may legally begin the search of library records as soon as the library manager or person-in-charge is served with the order. However, the library manager or person- in- charge should ask to have the library's legal counsel present before the search begins in order to allow the library's legal counsel an opportunity to examine the

e. sufficiency of the search warrant and to assure that the search conforms to the terms of the search warrant.

~~e.~~f. If the order is a search warrant issued under the Foreign Intelligence Security Act, no information regarding the existence of the search warrant or of the records that have been produced pursuant to the warrant shall be disclosed to any other party, including the ~~customer~~patron whose records are the subject of the search warrant. The library manager or person-in-charge does have the right to and shall seek legal advice concerning the warrant from the library's legal counsel and shall request that the library's legal counsel be present during the actual search and execution of the warrant.

Minors

If a library cardholder is under the age of 18 and is not an emancipated minor, the parent or legal guardian (with acceptable identification) who signed for the child's card or who can provide proof of parental or legal guardian relationship may be given information regarding that child's record.

Library Records

All ~~customer~~patron use records of any library which is in whole or in part supported by public funds shall remain confidential and shall not be disclosed by a public agency, or private actor that maintains or stores patrol use records on behalf of a public agency, to any person, local agency, or state agency except as follows:

~~(a)~~• By a person acting within the scope of their duties within the administration of the ~~library;~~library.

~~(b)~~• If an individual in writing authorizes the release of their own records; or

~~(c)~~• By Court Order.

As used in this section, the term "~~customer~~patron use records" is defined as:

1. Any written or electronic record, that is used to identify the ~~customer~~patron, including, but not limited to, a ~~customer~~patron's name, address, telephone number, or email address, that a library ~~customer~~patron provides in order to become eligible to borrow or use books and other materials; or
2. Any written record or electronic transaction that identifies a ~~customer~~patron's borrowing information or use of library information resources, including, but not limited to, database search records, borrowing records, ~~class records,~~ and any other personally identifiable uses of library resources information requests, or inquiries.

This section shall not apply to statistical reports regarding ~~customer~~patron use nor to records or other statistical reports collected by the library.

California Law
This Policy is subject to all applicable state laws regarding confidentiality of library records, including California Government Code Section 6267.

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1907

TO: Board of Supervisors

FROM: Anthony Halstead - Director of Library Services

REPORT BY: Michelle Carreon - Supervising Staff Services Analyst

SUBJECT: American Canyon Library Closure

RECOMMENDATION

Authorize closure of the American Canyon Library location for the duration of the American Canyon Library Remodel project anticipated for December 1, 2025 through January 4, 2026. (No Fiscal Impact)

BACKGROUND

On March 25, 2025, the Board approved and authorized the creation of Capital Improvement Project 25017 for the "American Canyon Library Remodel," PW 25-09, which will update the facilities interior furnishings, flooring, paint, bathroom doors, and exterior signage.

Staff recommends revision of the American Canyon Library's Open/Closed schedule. A full closure through the month of December 2025 is necessary to complete the remodel project.

The proposed closure dates would be consecutive, and just over one month. Because of the project's compressed timeline, allowing changes to the Library's Open/Closed Schedule for this project will facilitate the most efficient site changes and allow the County's website to be updated as to the schedule.

The American Canyon Library is owned by the City of American Canyon and leased by Napa County. The lease agreement obligates Napa County to maintain the interior of the building (walls, windows, doors, flooring). The City of American Canyon have approved the project and the closure timeline and will inform City of American Canyon residents accordingly.

Requested Action:

Authorize closure of the American Canyon Library location for the duration of the American Canyon Library Remodel, PW 25-09 project.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2020, Sub-Division 2020502, Project 25017
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A closure is necessary to execute the remodel project which will provide the library an updated bright and fresh interior with durable finishes, furnishings and signage.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The interior of the American Canyon Library will not be updated.
Additional Information	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1342

TO: Board of Supervisors

FROM: Sheryl L. Bratton- Agency Counsel

REPORT BY: Chris R.Y. Apallas - Deputy Agency Counsel

SUBJECT: Amending Conflict of Interest Code

RECOMMENDATION

Adopt a Resolution to amend the Napa County Groundwater Sustainability Agency's Conflict of Interest Code. (No Fiscal Impact.)

BACKGROUND

Pursuant to the Political Reform Act of 1974, local agencies are required to review conflict of interest codes, and, if changes are required due to changed circumstances, they are to submit an amended code to the code-reviewing body for approval. In 2022, minor edits adding a new position for Natural Resource Manager as well as changing disclosure categories for consultants serving on the Groundwater Sustainability Agency's (GSA) Technical Advisory Group were determined to be necessary after the bi-annual review and were adopted.

After the filing period in 2025, staff took the opportunity to review the list of designated positions required to file Form 700s and found that various titles of positions for county employees needed to be updated and determined that many designated positions listed as part of the original adoption of the Conflict of Interest Code (COIC) in 2020 do not make or participate in making decisions as part of the NCGSA. When the GSA was formed in 2020, many of the County's designated positions from its COIC were used as a model for the GSA. However, with several years of experience, GSA staff now have a better understanding of which positions should be included in the COIC going forward. Staff worked with affected department heads to develop the proposed revised list of designated positions.

Staff recommends approval of the attached Resolution, which will result in the adoption of the proposed revised Conflict of Interest Code subject to confirmation by the Board of Supervisors as the code reviewing body.

Requested Action: Adopt a Resolution to amend the Napa County Groundwater Sustainability Agency's

Conflict of Interest Code.

FISCAL IMPACT

Is there a Fiscal Impact? No
Is it Mandatory or Discretionary? Mandatory
Consequences if not approved: If amendments to the Code are not approved, the GSA's COIC will not be updated and will be overly broad.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY
RESOLUTION NO. 2025-

RESOLUTION TO AMEND THE CONFLICT OF INTEREST CODE FOR THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

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 Political Reform Act of 1974 (the "Act" Government Code Section 81000 et seq.) requires every state and local governmental agency to adopt a Conflict of Interest Code (Code); and

WHEREAS, the FPPC has adopted a regulation (Section 18730 of Title 2 of the California Code of Regulations) ("CCR") containing a standardized conflict of interest code which, if incorporated by reference and adopted by a local government agency along with a designation of employees and formulation of disclosure categories for the local government agency, will constitute the Code required by the Act when subsequently approved by the code reviewing body for the Agency; and

WHEREAS, the NCGSA adopted its Code at a regular meeting held on June 9, 2020; and

WHEREAS, on November 8, 2022 the NCGSA amended its Code to refine the list of designated employees required to file statements of economic interest and to add newly created positions; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, the NCGSA has concluded that it is necessary to amend and readopt its Code to revise the list of designated employees and remove positions which have been determined to not make or participate in making decisions as part of the NCGSA and to clarify the place of filing.

NOW, THEREFORE, it is hereby resolved that the Conflict of Interest Code of the Board of Directors of the NCGSA is amended and readopted as follows:

1. Incorporation of Standard Terms. The terms of the standard conflict of interest code set forth in 2 CCR Section 18730, as such may be amended by the FPPC from time ("hereinafter referred to as "Model Code"), are adopted and incorporated by reference as if set forth fully herein.

2. List of Designated Employees. For purposes of the requirements of the Act and the provisions of the Model Code, the Designated Employees of the Agency shall be the persons holding those offices and/or positions set forth in the amended Appendix "A" and shall file statements of economic interests (Form 700), attached hereto and incorporated by reference herein.

3. List of Disclosure Categories. For purposes of the requirements of the Act and the provisions of the Model Code, the disclosure categories for the Designated Employees of the Agency shall be those categories set forth in the amended Appendix "B", attached hereto and incorporated by reference herein.

4. Documents Comprising Conflict of Interest Code. For purposes of the Act, the provisions of this Resolution, the Model Code, and Appendices "A" and "B" shall together constitute the Conflict of Interest Code of the Agency on and after the date of confirmation of the Code by the Napa County Board of Supervisors as the code reviewing body for the Agency.

5. Effective Date of Code. The effective date of the Conflict of Interest Code for the Agency shall be the date of confirmation of this Code by the Napa County Board of Supervisors acting as the code reviewing body for the Agency.

6. Place of Filing. Designated Employees shall file the original Statements with the Elections Division of the Napa County Assessor-Clerk-Recorder-Registrar of Voters.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED

at a regular meeting of the NCGSA Board of Directors, held on the ____ day of _____, 2025 by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

By: _____
ANNE COTTRELL, Chair
Napa County Groundwater Sustainability Agency

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NCGSA BOARD OF DIRECTORS	ATTEST: NEHA HOSKINS Clerk of the Board of Directors
By: *Chris R.Y. Apallas* Deputy County Counsel Date: November 12, 2025 FV GSA Resos 13118590	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

CONFLICT OF INTEREST

APPENDIX A

Designated Positions - Disclosure Categories 2025

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
AUDITOR-CONTROLLER	
Auditor-Controller	2
Assistant Auditor-Controller	2
Deputy Auditor-Controller	2
COUNTY EXECUTIVE OFFICE	
County Executive Office	
Assistant Chief Executive Officer/Chief Operating Officer	2
Deputy Chief Executive Officer/Chief Communications Officer	2
Principal/Senior Management Analyst	4
Management Analyst I/II	4
Central Services	
Buyer I/II/III	5
Purchasing Manager	2
COUNTY COUNSEL	
Chief Deputy County Counsel	2
Deputy County Counsel I/II/III/IV	2
PLANNING, BUILDING & ENVIRONMENTAL SERVICES	
Planning, Building, and Environmental Services	
Director of Planning, Building & Environmental Services	2
Assistant Director of Planning, Building & Environmental Services	2
Engineering Manager	2
Deputy Director of Planning, Building & Environmental Services	2
Principal Planner	2
Planner I/II/III	2
Contractors and Consultants**	3, 7
Environmental Health	
Environmental Health Manager	2
Natural Resources	
Natural Resources Conservation Manager	2
Supervising Planner	2
Planner I/II/III	2

* The department head may determine in writing that a particular consultant, although holding a "designated position," is hired to perform a range of duties that is limited in scope and is therefore not required to fully comply with the disclosure requirements of this section. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

**The department head may determine in writing that the broadest disclosure is not necessary and set interim disclosure requirements that are more tailored to positions with a limited range of duties. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

APPENDIX B

DISCLOSURE CATEGORIES[1]

CATEGORY 1. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030[2], (ii) all investments as defined in Government Code Section 82034[3], (iii) interests in real property as defined in Government Code

[1] The terms contained herein which are defined in the following footnotes apply to all disclosure categories unless otherwise indicated.

[2] "Income" (a) "Income" means, except as provided in subdivision (b), a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).

(2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(3) Any devise or inheritance.

(4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.

(5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States Government or a commodity future registered with the Commodity Futures Trading Commission of the United States Government, except proceeds from the sale of these securities and commodities futures.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.

(9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if the individual is acting as an agent or intermediary for any person not covered by this paragraph.

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United States Government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States Government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

[3] "Investment" "Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the

Section 82033[4], and (iv) all business positions as defined in the California Code of Regulations, Section 18730, Subsection (b)(7)(D)[5].

CATEGORY 2. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030, (ii) all investments as defined in Government Code Section 82034, (iii) interests in real property as defined in Government Code Section 82033, and (iv) all business positions as defined in Title 2 of the California Code of Regulations, Section 18730, Subsection (b)(7)(D). Gifts for purposes of this category shall not include gifts received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

CATEGORY 3. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department to which the person is assigned.

CATEGORY 4. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that provide education or training services that are approved by the County.

CATEGORY 5. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to Napa County, or has contracted with the County or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment within the last two calendar years.

CATEGORY 6. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment

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jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars ($2,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater. The term "parent, subsidiary or otherwise related business entity" shall be specifically defined by regulations of the commission.

[4] "Interest in real property" "Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property located in the jurisdiction owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family if the fair market value of the interest is two thousand dollars ($2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater.

[5] "Business Position Disclosure" When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which the designated employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

to the Department to which the person is assigned, or within the previous two calendar years has contracted with the County to supply goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned.

CATEGORY 7. Persons in this category shall disclose all interests in real property located in Napa County.

CATEGORY 8. Investments, positions held in business entities, and income from sources which may be the recipient of patient referrals for the delivery of health care services or supplies, or within the previous two calendar years have been the recipient of patient referrals for the delivery of health care services or supplies.

NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY
RESOLUTION NO. 2025-

RESOLUTION TO AMEND THE CONFLICT OF INTEREST CODE FOR THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

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 Political Reform Act of 1974 (the "Act" Government Code Section 81000 et seq.) requires every state and local governmental agency to adopt a Conflict of Interest Code (Code); and

WHEREAS, the FPPC has adopted a regulation (Section 18730 of Title 2 of the California Code of Regulations) ("CCR") containing a standardized conflict of interest code which, if incorporated by reference and adopted by a local government agency along with a designation of employees and formulation of disclosure categories for the local government agency, will constitute the Code required by the Act when subsequently approved by the code reviewing body for the Agency; and

WHEREAS, the NCGSA adopted its Code at a regular meeting held on June 9, 2020; and

WHEREAS, on November 8, 2022 the NCGSA amended its Code to refine the list of designated employees required to file statements of economic interest and to add newly created positions; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, the NCGSA has concluded that it is necessary to amend and readopt its Code to revise the list of designated employees, clarify the place of filing, and remove positions which have been determined to not make or participate in making decisions as part of the NCGSA and to clarify the place of filing.

NOW, THEREFORE, it is hereby resolved that the Conflict of Interest Code of the Board of Directors of the NCGSA is amended and readopted as follows:

1. Incorporation of Standard Terms. The terms of the standard conflict of interest code set forth in 2 CCR Section 18730, as such may be amended by the FPPC from time ("hereinafter referred to as "Model Code"), are adopted and incorporated by reference as if set forth fully herein.

2. List of Designated Employees. For purposes of the requirements of the Act and the provisions of the Model Code, the Designated Employees of the Agency shall be the persons holding those offices and/or positions set forth in the amended Appendix "A" and shall file statements of economic interests (Form 700), attached hereto and incorporated by reference herein.

3. List of Disclosure Categories. For purposes of the requirements of the Act and the provisions of the Model Code, the disclosure categories for the Designated Employees of the Agency shall be those categories set forth in the amended Appendix "B", attached hereto and incorporated by reference herein.

4. Documents Comprising Conflict of Interest Code. For purposes of the Act, the provisions of this Resolution, the Model Code, and Appendices "A" and "B" shall together constitute the Conflict of Interest Code of the Agency on and after the date of confirmation of the Code by the Napa County Board of Supervisors as the code reviewing body for the Agency.

5. Effective Date of Code. The effective date of the Conflict of Interest Code for the Agency shall be the date of confirmation of this Code by the Napa County Board of Supervisors acting as the code reviewing body for the Agency.

6. Place of Filing. Designated Employees shall file the original Statements with the Elections Division of the Napa County Assessor-Clerk-Recorder-Registrar of Voters.
~~Statements with the NCGSA Secretary who shall retain copies of the original Statements and forward the original Statements to the Elections Division of the Napa County Assessor-Clerk-Recorder-Registrar of Voters.~~

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED

at a regular meeting of the NCGSA Board of Directors, held on the ____ day of _____, 2025 by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

By: _____
ANNE COTTRELL, Chair
Napa County Groundwater Sustainability Agency

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NCGSA BOARD OF DIRECTORS	ATTEST: NEHA HOSKINS Clerk of the Board of Directors
By: *Chris R.Y. Apallas* Deputy County Counsel Date: Doc. No. 130226_2	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

CONFLICT OF INTEREST

APPENDIX A

Designated Positions - Disclosure Categories 2025

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
AUDITOR-CONTROLLER	
Auditor-Controller	2
Assistant Auditor-Controller	2
~~Accountant-Auditor Manager~~	
Deputy Auditor-Controller	2
COUNTY EXECUTIVE OFFICE	
County Executive Office	
Assistant Chief~~ounty~~ Executive Officer/ Chief Operating Officer	2
Deputy ~~County~~ Chief Executive Officer/ Chief Communications Officer	2
~~Principal/~~Senior Management Analyst	4
Management Analyst I/II	4
~~Administrative Manager/Clerk of the Board~~	~~2~~
~~Risk and Emergency Services Manager~~	~~2~~
~~Staff Services Analyst I/II (CEO)~~	~~5~~
~~Executive Assistant-CEO (secretary to Board/CEO/Assistant CEO)~~	~~6~~
~~Training and Organizational Development Officer~~	~~2~~
Central Services	
Buyer I/II/III	5
Purchasing Manager	2
COUNTY COUNSEL	
~~County Counsel~~	~~2~~
Chief Deputy County Counsel	2
Deputy County Counsel I/II/III/IV	2
~~Legal Office Manager~~	~~6~~
PLANNING, BUILDING & ENVIRONMENTAL SERVICES	
Planning, Building, and Environmental Services	
Director of Planning, Building & Environmental Services	2
Assistant Director of Planning, Building & Environmental Services	2
~~Chief Building Official~~	~~2~~
Engineering Manager	2
Deputy Director of Planning, Building & Environmental Services	2

Principal Planner	2
Planner I/II/III	2
Contractors and Consultants**	3, 7

Environmental Health

Environmental Health Manager	2

Natural Resources

Natural Resources Conservation Manager	2
~~Code Compliance/Process Improvement Manager~~	~~2~~
Supervising Planner	2
Planner I/II/III	2

~~Engineering Supervisor~~	~~3, 7~~
~~Assistant Engineer~~	~~3, 7~~
~~Code Enforcement Supervisor~~	~~2~~
~~Environmental Health Supervisor~~	~~2~~
~~Environmental Health Coordinator~~	~~2~~
~~Environmental Health Specialist I/II/Senior~~	~~3~~
~~Senior Systems Support Analyst~~	~~5~~
~~Staff Services Manager~~	~~5~~
~~Staff Services Analyst I/II~~	~~5~~
~~Administrative Secretary II~~	~~2~~
~~(when serving as Planning Commission clerk)~~	
~~Office Assistant II~~	~~2~~
~~(when serving as Planning Commission clerk)~~	

~~PUBLIC WORKS~~

~~Director of Public Works~~	~~2~~

~~General Services~~

~~Deputy Director of Public Works – General Services~~	~~2~~
~~Public Works Administrative Manager~~	~~2~~

~~Supervising Staff Services Analyst~~	~~2~~

~~Flood Control & Water Resources~~

~~Deputy Director of Public Works – Flood Control and Water Resources~~	~~2~~
~~Engineering Manager – Water Resources~~	~~2~~
~~Watershed & Flood Control Operations Manager~~	~~2~~
~~Contractors and Consultants*~~	~~2**~~

~~TREASURER/TAX COLLECTOR~~

~~Assistant Treasurer-Tax Collector~~	~~1~~

* The department head may determine in writing that a particular consultant, although holding a "designated position," is hired to perform a range of duties that is limited in scope and is therefore not required to fully comply with the disclosure requirements of this section. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

**The department head may determine in writing that the broadest disclosure is not necessary and set interim disclosure requirements that are more tailored to positions with a limited range of duties. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

APPENDIX B

DISCLOSURE CATEGORIES[1]

CATEGORY 1. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030[2], (ii) all investments as defined in Government Code Section 82034[3], (iii) interests in real property as defined in Government Code

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[1] The terms contained herein which are defined in the following footnotes apply to all disclosure categories unless otherwise indicated.

[2] "Income" (a) "Income" means, except as provided in subdivision (b), a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).

(2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(3) Any devise or inheritance.

(4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.

(5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States Government or a commodity future registered with the Commodity Futures Trading Commission of the United States Government, except proceeds from the sale of these securities and commodities futures.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.

(9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if the individual is acting as an agent or intermediary for any person not covered by this paragraph.

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United States Government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States Government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

[3] "Investment" "Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the

Section 82033[4], and (iv) all business positions as defined in the California Code of Regulations, Section 18730, Subsection (b)(7)(D)[5].

CATEGORY 2. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030, (ii) all investments as defined in Government Code Section 82034, (iii) interests in real property as defined in Government Code Section 82033, and (iv) all business positions as defined in Title 2 of the California Code of Regulations, Section 18730, Subsection (b)(7)(D). Gifts for purposes of this category shall not include gifts received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

CATEGORY 3. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department to which the person is assigned.

CATEGORY 4. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that provide education or training services that are approved by the County.

CATEGORY 5. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to Napa County, or has contracted with the County or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment within the last two calendar years.

CATEGORY 6. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment

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jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars ($2,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater. The term "parent, subsidiary or otherwise related business entity" shall be specifically defined by regulations of the commission.

[4] "Interest in real property" "Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property located in the jurisdiction owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family if the fair market value of the interest is two thousand dollars ($2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater.

[5] "Business Position Disclosure" When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which the designated employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

to the Department to which the person is assigned, or within the previous two calendar years has contracted with the County to supply goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned.

CATEGORY 7. Persons in this category shall disclose all interests in real property located in Napa County.

CATEGORY 8. Investments, positions held in business entities, and income from sources which may be the recipient of patient referrals for the delivery of health care services or supplies, or within the previous two calendar years have been the recipient of patient referrals for the delivery of health care services or supplies.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1802

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 September 30, 2025

RECOMMENDATION

Acceptance of donation report for quarter ending September 30, 2025. (Fiscal Impact: $2,712 Revenue; Housing Authority Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Housing Authority (Authority) is a public housing authority established pursuant to California Health and Safety Code section 34200 et seq. and is the owner of three farmworker centers located in Napa County. In accordance with Article VI of the Authority's donation policy, at the end of each quarter, Authority staff prepare a report to the Board for any donations received and declined in the aggregate amount per occurrence. The report must include: the name of the donor, total value of the donations received or declined, the name of the center receiving donation and the name of center utilizing the donation. For the quarter ending September 30, 2025, the Centers received a total of $2,712 in cash donations.

Requested action: Accept donation report for quarter ending September 30, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Facilitate fiscal monitoring and ensure donation spending is consistent with intent of donors.
Is the general fund affected?	No
Future fiscal impact:	Certain donations may require preventative maintenance, which staff will monitor and budget for accordingly.

Consequences if not approved: Noncompliance with donation policy.

ENVIRONMENTAL IMPACT

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

Napa County Housing Authority Donations Reporting Fiscal Year 2025-2026

Calistoga, River Ranch, and Mondavi Farmworker Centers

For the Quarter Ended September 30, 2025

Description	Donor	Center(s) Receiving Donation	Center(s) Utilizing Donation	Amount
Cash donation BBQ grills and bike racks	Cinco de Mayo Golf, Inc.	Calistoga	Calistoga	$904.02
Cash donation BBQ grills and bike racks	Cinco de Mayo Golf, Inc.	River Ranch	River Ranch	$904.02
Cash donation BBQ grills and bike racks	Cinco de Mayo Golf, Inc.	Mondavi	Mondavi	$904.02
Subtotal				**$2,712.06**

Donations Declined: No donations declined through Q1

Total Cash Donations Received	$2,712.06
Total Non Cash Donations Received	$0.00
Total Donations Reported	**$2,712.06**

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1893

TO: Board of Supervisors

FROM: Brian Bordona, Director of Planning, Building and Environmental Services

REPORT BY: David Giudice, Chief Building Official

SUBJECT: Introduction and Notice of Public Hearing for adoption of the 2025 California Building Standards Code

RECOMMENDATION

Introduction and intent to adopt the 2025 California Building Standards Code as approved by the California Building Standards Commission, including the amendment of various chapters of Title 15 of the Napa County Code; and notice of a public hearing to be held on December 9, 2025, to consider the adoption of the 2025 Building Standards Code. (No Fiscal Impact)

BACKGROUND

The State of California (California Building Standards Commission (CBSC)) officially adopted the 2025 California Building Standards Codes, Title 24, California Code of Regulations, in July of this year. The new codes will become mandatory on January 1, 2026. The Title 24 codes are updated and adopted every three years. This allows for the codes to improve and adjust to the newest materials, methods of construction, and technological advances in the industry, and provide improved response to natural disasters. The list below identifies the Title 24 Codes and the model codes upon which they are based, as applicable.

1) 2025 California Building Code (Title 24, Part 2), based on 2024 International Building Code (ICC).

2) 2025 California Residential Code (Title 24, Part 2.5), based on the 2024 International Residential Code (ICC).

3) 2025 California Electrical Code (Title 24, Part 3), based on the 2023 National Electrical Code (NFPA).

4) 2025 California Mechanical Code (Title 24, Part 4), based on the 2024 Uniform Mechanical Code (IAPMO).

5) 2025 California Plumbing Code (Title 24, Part 5), based on the 2021 Uniform Plumbing Code (IAPMO).

6) 2025 California Administrative Code (Title 24, Part 1).

7) 2025 California Energy Code (Title 24, Part 6).

8) 2025 California Wildland-Urban Interface Code (Title 24, Part 7) based on 2024 International Wildland-Urban Interface Code (ICC)

9) 2025California Historical Building Code (Title 24, Part 8).

10) 2025 California Existing Building Code (Title 24, Part

11). 2025 California Green Building Standards Code (Title 24, Part 11).

12) 2025 California Referenced Standards Code (Title 24, Part 12).

13) 2025 California Fire Code (Title 24, Part 9)

Compliance with the State Building Codes is mandatory pursuant to California Health and Safety Code Sections 17960 and 17961. The purpose of building codes is to establish minimum standards to safeguard the public health, safety, and general welfare, to ensure that buildings are constructed to minimum standards for the intended use, and to protect life, health, and property. With the adoption of the proposed ordinance and local amendments (Napa County Code Chapter 15, "Buildings and Construction"), Napa County will comply with State law as well as accommodate local conditions and procedures.

Building Code Adoption Process

The process for adopting the building code differs from the typical ordinance adoption procedure. Under California Government Code Section 6066, a two-step noticing process is required.

Step 1 - Introduction and Notice of Public Hearing
The first step involves introducing the ordinance and setting a date for the public hearing. Unlike a standard ordinance, this step requires formal notice rather than a public hearing at this stage.

Step 2 - Public Hearing and Adoption
The second step is the public hearing and adoption of the ordinance. This differs from the usual process, where adoption may occur on the consent calendar. For building code adoption, a public hearing is required, and notice of the hearing must be published in a newspaper of general circulation once a week for two successive weeks. The first publication must occur at least 14 days prior to the hearing.

Once adopted, the new building code requirements will apply to all building permit applications submitted on or after January 1, 2026.

Summary of Changes to State Code

The Building and Engineering divisions together with the Napa County Fire Marshal, reviewed the new codes over the last few months and evaluated potential impacts on building industry practices in Napa County. Commercial, industrial, non-residential, and residential construction requirements in the 2025 California Code of Regulations, Title 24 will not result in significant changes in the way buildings are constructed.
The following is a summary of notable changes in the State Codes:

Wildland Urban-Interface Code:

Chapter 7a of the California Residential Code was removed and a new stand-alone Title 24-Part 7 was created called the Wildland Urban-Interface Code. The new code replicates many of the codes contained in 7a.

Fire Alarm and Signaling Communication Systems:
Mandatory two-way communication systems are required for horizontal exits and stairways, with new standards aligning with NFPA 72.

Hazardous Materials:
Facilities manufacturing or storing lithium-ion batteries will have stricter occupancy classifications, requiring automatic sprinkler systems where they weren't previously mandated.

Egress Systems:
More robust requirements are introduced for smokeproof enclosures and expanded mandates for emergency power and illumination systems.

Exterior Wall Protection:
A new rule addresses the protection of exterior walls for stairways, building upon existing 180-degree rules.

Summary of Local Amendments
Local agencies are permitted to adopt amendments to the State Code if they can make certain findings, provided the local amendments are no less restrictive than State Code. The Planning, Building and Environmental Services Department and the County Fire Marshal's office are proposing a few minor amendments. The majority of amendments to the Napa County Code are corrections and updates to various code sections and deletions of the local code sections that are now less restrictive than the state codes.

Permit Expiration:
Improved clarity and flexibility for the administration of expired permits. New language was introduced to manage older permits that have expired without final inspections. Provides for reasonable discretion in setting the amount of fees to be charged to complete a permit rather than charging full fees and the creation of a new permit.

Permit Exemption:
Clarification language regarding work exempt from a permit. Kitchen and bathroom remodels often trigger electrical and plumbing upgrades. Language has been added to allow for like for like replacement of kitchen and bathroom cabinets does not require a permit, however if you modify or reconfigure cabinetry you will be required to obtain a permit and upgrade electrical and plumbing.

Removal of Fire Hardening Ordinances:
Removed local amendments to prior wild-land urban interface code Chapter 7a from the Residential and Building Code. This will be replaced with a new part 7 - Wildland Urban-Interface Code.

Local Fire Code Amendments
The following proposed changes to California Fire Code Part 9 are summarized as follows:

Inspection Documentation:

Authorizes the Fire Code Official to use photographic and video documentation during inspections and

investigations. This improves record accuracy, promotes consistent enforcement, and strengthens the evidentiary basis for fire prevention and compliance actions.

Permit Procedures:

Establishes clear expiration timelines for permits and clarifies that permits are non-transferable and may be revoked or modified if project conditions change. These revisions improve transparency, accountability, and administrative efficiency.

Permanent and Built-In Fire Pits:

Creates standards for non-portable outdoor fire features, including setbacks of 15 feet for gas or propane units and 25 feet for wood-burning features. Requires installation per manufacturer specifications, prohibits use during Red Flag or high fire danger periods, and authorizes the Fire Code Official to order removal of unsafe installations.

Hydrant Requirements:

Updates requirements to reference the Napa County Fire Development Guidelines, ensuring adequate water supply throughout the County.

Elevator Safety:

Prohibits shunt-trip devices and automatic sprinklers in elevator hoist ways and machine rooms. This change prevents unintentional elevator shutdowns during fires and enhances occupant safety by requiring fire-resistive construction instead of electrical disconnect systems.

Automatic Fire Sprinkler Requirements:

This amendment lowers the sprinkler requirement threshold to 1,000 square feet and expands triggers to include major additions and structural remodels, while clarifying exceptions for small accessory and agricultural buildings.

Group R-3:

This amendment clarifies that guest cottages are now included under the existing requirement for automatic fire sprinkler systems in all one- and two-family dwellings, mobile homes, and manufactured homes, ensuring consistent residential fire protection across all dwelling types.

Exterior Waterflow Alarm:

Requires an exterior audible and visual waterflow alarm for every sprinklered building, allowing for faster

detection and response during fire incidents.

Fire Alarm Wiring Standards:

Requires fire alarm wiring to be installed in metallic conduit or approved raceways to improve reliability and survivability of alarm circuits.

Photovoltaic (Solar) System Safety:

Requires a 10-foot vegetation clearance and noncombustible base beneath ground-mounted solar arrays to prevent ignition and improve firefighter safety.

Electrical Energy Storage Systems (ESS):

Clarifies safety standards for residential battery storage systems, ensuring installations comply with applicable sections of the Fire Code for safe operation.

Garage Sprinkler Standards:

Requires intermediate-temperature sprinkler heads in unconditioned garages to maintain sprinkler reliability in higher ambient temperatures.

Rural Water Supply Requirements:

Establishes water storage standards for properties not served by a municipal water system, based on NFPA 1142. Allows a 25 percent reduction in storage for sprinklered buildings, except in High or Very High Fire Severity Zones where no reduction is permitted.

Overall, these updates modernize Napa County's Fire Code to reflect current fire science, state standards, and best practices. They improve life safety, streamline enforcement, reduce wildfire risk to homes, agricultural properties, and open space, and reinforce Napa County's commitment to safety, resilience, and responsible development.

Public Outreach

Staff reached out to stakeholders in November, notifying construction professionals of the Code Changes. Notification of the changes in the Building Code and informational hand-outs have been provided in the Planning, Building, and Environmental Services (PBES) lobby for the past two months, and information has been posted on the department website.

FISCAL IMPACT

Is there a Fiscal Impact? No
Is it Mandatory or Discretionary? Mandatory
Consequences if not approved: California Building Code will go into effect without local amendments
Additional Information Strategic Initiative: Build Healthy, Connected Communities; Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board finds that the adoption of this ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 8 ("Actions by Regulatory Agencies for Protection of the Environment") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15308]. Additionally, the proposed action is not a project as defined by 14 California Code of Regulations section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING VARIOUS CHAPTERS OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE NAPA COUNTY CODE BY ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE (TITLE 24, CALIFORNIA CODE OF REGULATIONS) AS PROMULGATED AND APPROVED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION WITH LOCAL MODIFICATIONS

WHEREAS, in accordance with the requirements of the California Building Standards Law found in Division 13, Part 2.5 of the Health and Safety Code (commencing with Section 18901), the California Building Standards Commission has approved and adopted the 2025 California Building Standards Code; and

WHEREAS, Napa County desires to adopt or maintain some of the same amendments and additions made to the 2022 Building Standards Code to the 2025 Building Standards Code to provide for more restrictive building standards because of local climatic, geological, or topographical conditions found to exist in Napa County, and other non-substantive administrative changes, such amendments to the Building Standards Code being allowed under Health and Safety Code Section 18941.5.

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

SECTION 1: Section 15.04.010 (Findings) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.010 Findings.

A. Section 18941.5 of the California Health and Safety Code provides that the governing body of every county may make changes or modifications by local ordinance to the California Building Standards Code as approved and adopted by the California Building Standards Commission ("Commission"). The changes or modifications may only establish more restrictive building standards than exist in the Building Standards Code that are reasonably necessary because of local climatic, geological, or topographical conditions within the county. Absent such changes or modifications, the Building Standards Code as written become the

applicable regulations of the county one hundred eighty days after their publication by the Commission.

B. The Commission has approved and adopted the 2025 California Building Standards Code, and the county desires to make restrictive changes and modifications to said Code based on local climatic, geological, or topographical conditions existing in the county, in accordance with the requirements of Sections 17958.5 and 17958.7 of the Health and Safety Code. The county also desires to make non-substantive changes relating to administration of the 2025 California Buildings Standards Code to reflect the county's administrative organizational structure.

C. County departments and officials who are charged with implementing and overseeing the 2025 California Building Standards Code, as well as other officials of the county have presented information and evidence to the board of supervisors of the reasonable necessity due to local climatic, geological, and topographical conditions that certain changes or modifications be made in said Code at the time of its adoption.

D. The board of supervisors does hereby and in conjunction with a resolution adopted concurrently herewith expressly determines and finds that the modifications set forth in this ordinance are in fact needed because of the local climatic, geological, and topographical conditions set forth in said resolution.

SECTION 2: Section 15.04.020 (Definitions) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.020 Definitions.

Except where expressly provided otherwise, all references in the codes or portions thereof adopted by this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, to "city" shall mean the Napa County; to "city council" or "mayor" shall mean the board of supervisors of the Napa County; to "state" shall mean the State of California; to "housing act" shall mean the Housing Act of the State of California; to "building official" or "administrative authority" shall mean the Napa County chief building official; to "health officer" shall mean the Napa County director of planning, building and environmental services or the director's designee; and to "fire marshal" shall mean the chief officer assigned to the Napa County Fire Marshal's Office.

SECTION 3: Section 15.04.030 (Building division) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.030 Building division.

There is established within the Napa County planning, building and environmental services department a building division. The board of supervisors shall budget and appropriate such county funds to the planning, building and environmental services department, building division, as it may deem necessary for the operation of such division.

SECTION 4: Section 15.04.040 (Chief building official and building inspectors) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.040 Chief building official and building inspectors.

A. There is established the office of chief building official, who shall be the head of the building division. The chief building official shall mean the director of the Napa County planning, building and environmental services department or the director's authorized designee.

B. The chief building official shall supervise and have charge of all work and inspections relating to and the enforcement of the codes adopted hereunder, except as herein provided.

C. The director of the Napa County planning, building and environmental services department or the director's designee shall supervise and have charge of all inspections relating to the installation of septic tanks and disposal fields.

D. The chief building official shall have such deputy building inspectors as the board of supervisors shall provide and such deputy building inspectors shall assist the chief building official in the performance of their duties, acting under the chief building official's instruction and supervision.

E. The chief building official, the deputies in the building division and representatives of the Napa County department of planning, building and environmental services shall have the right of entry, as defined in various codes adopted by the ordinance codified in this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, in, and upon, all buildings and premises in the county for the purpose of making inspections, re-inspections, or otherwise performing their respective duties as may be necessary in the enforcement of this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

F. It shall be the duty of the chief building official to have a permanent record kept of all pertinent transactions of their office and to render a report when requested to the board of supervisors of all permits issued and fees collected. All fees collected shall be turned over to the county treasurer for deposit into the general fund of Napa County.

SECTION 5: Section 15.04.050 (Scope) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.050 Scope.

The provisions of this chapter and Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, shall apply to all buildings and structures in the unincorporated territory of Napa County.

SECTION 6: Section 15.04.070 (Expiration of permits.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.070 Expiration of permits.

A. Except as provided in subsection (C) below, every permit issued by the building official under the provisions of this code shall expire, without further action by the building official, if the building or work authorized by such permit is not commenced within one calendar year from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced, or if no inspection has been requested or performed for a period of one hundred eighty days. Before such work can be recommenced, the permit shall be reinstated with a fee, provided that such suspension or abandonment has not exceeded two years. Building permits that have been expired for over two years shall be considered null and void. A new permit must be obtained to complete any remaining work if a permit was deemed null and void.

B. Any permittee holding an unexpired permit may apply for an extension of time within which the permittee may commence work under that permit when the permittee is unable to commence work within the time required by this section. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than three times. If the work authorized by a permit is not commenced after the permit was extended three times, the permit shall be considered null and void and the permittee shall be required to obtain a new permit. Permit fees shall be charged as determined by the building official and based on the amount of work remaining to be completed.

C. Permits issued to correct code violations or for work that has been commenced or completed prior to permit issuance shall have 60 days to obtain a final inspection and all required inspections. The building official may shorten or extend the 90-day period taking into consideration the severity of the code violation or other factors that the building official determines are reasonable.

SECTION 7: Section 15.04.080 (Violations.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.080 Violations.

A. It is unlawful and a public nuisance for any persons, firm or corporation, whether as principal, agent, employee or otherwise, to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the unincorporated territory of Napa County, or cause the same to be done, contrary to or in violation of any of the provisions of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36. Maintenance of equipment which was unlawful at the time it was installed and which would be unlawful under this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28,

15.29, 15.30, 15.32, 15.35, and 15.36, shall constituted a continuing violation of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

B. In addition to any procedures for abatement set forth in Title 24 of the California Code of Regulations as adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, violations thereof or of Chapter 15.06 or 15.08 may be civilly abated or criminally prosecuted and punished in the manner set forth in Chapter 1.20 of this code for public nuisances as defined therein.

SECTION 8: Section 15.04.090 (Liability) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.090 Liability.

This chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36 shall not impose upon Napa County any liability or responsibility for damage resulting from defective building, plumbing, mechanical or electrical work; nor shall Napa County, or any official or employee thereof, be held to assume any such liability or responsibility by reason of the inspection authorized hereunder.

SECTION 9: Section 15.04.100 (Board of appeals) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.100 Board of appeals.

A. In order to hear and decide appeals of orders, decisions or determination made by the building official relative to the application and interpretation of the regulations adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, there shall be and is hereby created a unified board of appeals consisting of five voting members who are qualified by experience and training to pass upon matters pertaining to building construction and at least one of whom shall be qualified by experience and training to pass upon matters pertaining to disability access. None of the voting members shall be an employee of the county. The building official shall be an ex officio member of and shall act as secretary to the board of appeals but shall have no vote on any matter before the board. The board of appeals shall be appointed by the board of supervisors and shall hold office at its pleasure. The board of appeals shall adopt rules of procedure for conducting its business, shall render its decisions and findings in writing to the appellant with a duplicate copy to the building official, and may recommend to the board of supervisors such new legislation as is consistent with those decisions.

B. The board of appeals shall have no authority relative to interpretation of the administrative provisions of the various codes adopted in this title, including all of Chapters 15.04 and 15.08, nor shall the board of appeals be empowered to waive the requirements of such codes.

C. The decision of the board of appeals is final, and may not be appealed in the manner provided by Chapter 2.88 of this code.

SECTION 10: Chapter 15.12 (Building Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.12

BUILDING CODE

Sections:

15.12.010	**Document adopted by reference.**
15.12.020	**Modifications.**
15.12.030	**Section 105.5—Expiration of permits.**
15.12.040	**Sections 1.8.8, 113 and R112—Board of appeals.**
15.12.050	**Section 446.1—Scope.**
15.12.060	**Section 446.4—Limited application.**
15.12.070	**Section 446.5—Permits.**
15.12.080	**Section 446.7.3—Noncombustible construction.**
15.12.090	**Section 446.8.4—Noncombustible contents.**
15.12.100	**Section 446.8.5—Prohibited equipment.**
15.12.110	**Section 446.8.6—Hazardous materials storage.**
15.12.120	**Section 446.8.7—Special requirements for Type 3 winery cave.**
15.12.130	**Section 446.10—Fire alarm systems.**
15.12.140	**Reserved.**
15.12.150	**Section 446.16—Emergency communication.**
15.12.160	**Automatic fire systems: Section 903.2—Where required; Section R313.1—Townhouse automatic fire systems; Section R309—One- and two-family dwellings automatic sprinkler systems.**
15.12.170	**Reserved.**
15.12.180	**Section 907.1.6—False alarms.**
15.12.190	**Reserved.**
15.12.200	**Reserved.**
15.12.210	**Reserved.**
15.12.220	**Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.**
15.12.230	**Wood burning devices.**
15.12.240	**Reserved.**
15.12.250	**Reserved.**
15.12.260	**Reserved.**
15.12.270	**Reserved.**
15.12.280	**Reserved.**
15.12.290	**Reserved.**
15.12.300	**Reserved.**

15.12.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction, the following two codes are adopted and made part of this Chapter by reference, subject to the modifications made herein:

A. The 2025 Edition of the California Building Code, Volumes I and II, including Appendices C, I, J, and P, hereinafter referred to as "building code," which is based on the 2024 International Building Code adopted with modifications by the State of California as Title 24, Part 2 of the California Code of Regulations.

B. The 2025 Edition of the California Residential Code including Appendices BF, BB, BJ, BM, and CI, hereinafter referred to as "residential code," which is based on the 2024 International Residential Code adopted with modifications by the State of California as Title 24, Part 2.5 of the California Code of Regulations.

15.12.020 Modifications.

Each section of the building or residential code designated in the succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.12.025 Sections 105.2 and R105.2—Work exempt from permits.

Section 105.2 of the building code is amended to the extent set forth below:

Building

7. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

Section R105.2 of the residential code is amended to the extent set forth below:

Building

6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

15.12.030 Sections 105.5 and R105.5—Expiration of permits.

Sections 105.5 of the building code and R105.5 of the residential code are amended to read as set forth in Section 15.04.070 of this code.

15.12.040 Sections 1.8.8, 113 and R112—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and 113 of the building code and Section R112 of the residential code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.12.050 Section 446.1—Scope.

Section 446.1 of the building code is amended to read in full as follows:

446.1 Scope. In addition to other occupancy and construction requirements of the building code, special provisions for the occupancy and construction of subterranean space for winery facilities in natural or manmade caves, whether new or an addition to an existing cave shall be in accordance with this section.

15.12.060 Section 446.4—Limited application.

A. Section 446.4 of the building code is hereby amended to modify the following definition:

TYPE 3 WINERY CAVES. Natural or manmade caves used for the storage and/or processing of wine at a winery facility. Type 3 winery caves are accessible to the public on guided tours or by hosted events. Any cave or portion of a cave that exhibits any of the following is also considered to be a Type 3 cave:

1. Contains an area classified as a Group A occupancy.
2. Contains an area classified as other than Group F or S occupancy.
3. Is constructed or furnished with any amount of combustible materials not otherwise permitted in this section.

B. The following definitions are added to Section 446.4 of the building code:

HOSTED EVENTS. Any event held within the winery cave and attended by non-employees. This includes, but is not limited to: wine tasting; banquets; receptions; seminars; or any other event attended by people that are not employees of the winery. Hosted events are only allowed in caves or portions of caves that are Type 3.

TOURS. Whenever people who are not employees of the winery pass through or otherwise occupy a winery cave, for any purpose, including the tasting of wine. All tours must comply with 446.8.1 requirements for public tours.

15.12.070 Section 446.5—Permits.

Section 446.5 of the building code is hereby amended to read as follows:

446.5 Permits. Permits for the excavation, occupancy, construction, alteration, enlargement, or repair of Type 1, 2, and 3 winery caves, including all retaining walls, associated equipment, and facilities, shall be per Chapter 1 and Appendix J.

15.12.080 Section 446.7.3—Noncombustible construction.

Section 446.7.3 is hereby added to the building code to read as follows:

446.7.3 Noncombustible construction: Type 1 and Type 2 winery caves must be constructed of noncombustible materials throughout.

Exception: Doors and other openings in exterior and interior walls and partitions may be made of combustible materials unless otherwise limited by this code.

15.12.090 Section 446.8.4—Noncombustible contents.

Section 446.8.4 is hereby added to the building code to read as follows:

446.8.4 Noncombustible contents. Contents of Type 1 and Type 2 winery caves shall not include combustible contents other than wine itself.

Exceptions:

1. Wooden barrels or tanks. Combustible storage vessels filled with wine, or to be filled with wine in the immediate future; may be empty as part of the wine processing and storage. Long term storage of empty wooden barrels or tanks is prohibited.
2. Wooden barrel supports that are constructed of at least 2-inch nominal dimension lumber.
3. Small quantities of combustible materials needed for immediate or frequent use in the processing and storage of wine, or to service and maintain restrooms, wine laboratories, or wine libraries, are allowed.

15.12.100 - Section 446.8.5—Prohibited equipment.

Section 446.8.5 is hereby added to the building code to read as follows:

446.8.5 Prohibited equipment. No hydrocarbon powered mechanized equipment shall be used within the wine cave. Powered equipment shall conform to the requirements of 2022 California Fire Code Section 4003.3.3.

15.12.110 Section 446.8.6—Hazardous materials storage.

Section 446.8.6 is hereby added to the building code to read as follows:

446.8.6 Hazardous materials storage. Only hazardous materials storage directly related to and essential for wine processing operations in the cave is allowed. Hazardous materials storage shall be maintained in compliance with Chapter 50 of the California Fire Code.

15.12.120 Section 446.8.7—Special requirements for Type 3 winery cave.

Section 446.8.7 is hereby added to the building code to read as follows:

446.8.7 Special requirements for Type 3 winery cave. Caves or portions of caves classified as Type 3 shall be provided with an automatic sprinkler system compliant with Section 903.

15.12.130 Section 446.10—Fire alarm systems.

Section 446.10 of the building code is hereby amended to read as follows:

446.10 Fire alarm systems. An approved manual fire alarm system conforming to the provisions of Section 907.2.1 shall be provided in:

1. Type 1 or Type 2 winery caves containing restrooms, wine laboratories, or wine libraries.
2. All Type 3 winery caves.

15.12.140 Reserved.

15.12.150 Section 446.16—Emergency communication.

Section 446.16 is hereby added to the building code to read as follows:

446.16 Emergency Communication. Emergency Responder Communication Coverage in accordance with 2022 California Fire Code Section 510 is required in all caves.

15.12.160 Automatic fire systems: Section 903.2—Where required; Section R309.1—Townhouse automatic fire systems; Section R309.2—One- and two-family dwellings automatic sprinkler systems.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during and after construction".

B. Section 903.2 of the building code is hereby amended to read as set forth in Section 903.2 of the fire code, as amended in Section 15.32.090 of this code.

C. Section R309.1 of the residential code is amended to read as follows:

R309.1 Townhouse automatic fire sprinkler systems.
An automatic sprinkler system shall be installed in townhouses.

Exception: An Automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.

D. Section R309.2 of the residential code is amended to read as follows:

R309.2 One- and two-family dwellings automatic fire systems.
An automatic sprinkler system shall be installed in one- and two-family dwellings, guest cottages and detached structure containing sleeping rooms.

Exceptions:

1. An Automatic sprinkler system shall not be required where additions or alterations are made to existing buildings that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.
2. Accessory Dwelling Unit, provided that all of the following are met:
    2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.
    2.2. The existing primary residence does not have automatic fire sprinklers.

2.3. The accessory detached dwelling unit does not exceed 1,200 square feet in size.

2.4. The unit is on the same lot as the primary residence.

15.12.170 Reserved.

15.12.180 Section 907.1.6—False alarms.

Section 907.1.6 is hereby added to the building code to read as follows:

907.1.6 False alarms. A false alarm shall mean the receipt by the fire department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three false alarm calls in a 365 day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.12.190 Reserved.

15.12.200 Reserved.

15.12.210 Reserved.

15.12.220 Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.

Section 1505.11, of the building code and Section R902.1.3 of the residential code are hereby added to read in full as follows:

1505.11 and R902.1.3 All roof coverings shall be a minimum of Class A roof assemblies and roof coverings.

15.12.230 Wood burning devices.

All wood burning devices, including but not limited to fireplaces and wood stoves, permanently installed indoors in new construction or any remodel, shall comply with the requirements of the Bay Area Air Quality Management District's Regulation 6, Rule 3, as the same may be amended.

15.12.240 Reserved.

15.12.250 Reserved.

15.12.260 Reserved.

15.12.270 Reserved.

15.12.280 Reserved.

15.12.290 Reserved.

15.12.300 Reserved.

SECTION 11: A new Chapter 15.13 (Wildland-Urban Interface Code) is added to the Napa County Code to read in full as follows:

Chapter 15.13

WILDLAND-URBAN INTERFACE CODE

Sections:

15.13.010 Adoption by reference.

15.13.010 Adoption by reference.

For the purpose of establishing proper regulations for building construction and to safeguard the public health, safety, and general welfare from the hazards of wildfire and to ensure the protection of life, property, and natural resources in areas designated as Wildland-Urban Interface (WUI), the 2025 Edition of the California Wildland-Urban Interface Code, hereinafter referred to as "WUI code," which is based on the 2024 Edition of the Wildland-Urban Interface Code as adopted with modifications by the State of California as Title 24, Part 7 of the California Code of Regulations, is hereby adopted and made a part of this code by reference, subject to any modifications set forth in this chapter. This adoption by reference explicitly includes all provisions of the WUI Code and any locally applicable Fire Hazard Severity Zone maps or designations as defined and adopted by the Authority Having Jurisdiction (AHJ).

SECTION 12: Section 15.14.010 (Document adopted by reference.) of Chapter 15.14 (Green Building Standards, Solar Photovoltaic, and Small Residential Solar Energy Systems) of the Napa County Code is amended to read in full as follows:

15.14.010 Document adopted by reference.

For the purpose of establishing and encouraging sustainable building construction practices having a positive environmental impact the 2025 California Green Building Standards (CALGreen) Code, as adopted by the State of California as Title 24, Part 11 of the California Code of Regulations, including section A4.106.8.2.1, is adopted and made a part of this Napa County code by reference.

SECTION 13: Chapter 15.20 (Plumbing Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.20

PLUMBING CODE

Sections:

15.20.010 Document adopted by reference.
15.20.020 Modifications.
15.20.030 Section 1.8.8—Appeals board.
15.20.040 Permits—Expiration.
15.20.050 Expiration of plan review.
15.20.060 Definition of terms.
15.20.065 Section 609.1—Installation.
15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.
15.20.075 Section 1210.1.1—Cover requirements.

15.20.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and the installation of plumbing systems, the 2025 Edition of the California Plumbing Code, hereinafter referred to as "plumbing code," including Appendices A, B, and D, and I, which is based on the 2024 Edition of the Uniform Plumbing Code as adopted with modifications by the State of California as Title 24, Part 5 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.20.020 Modifications.

Each section of the plumbing code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section, and all modifications of Chapter 7, Part II of the plumbing code are set forth in Division II, Title 13 of the code rather than in this chapter.

15.20.030 Section 1.8.8—Appeals board.

The functions of a board of appeals for the plumbing code referred to in Section 1.8.8 shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.20.040 Permits—Expiration.

Section 104.4.3 of the plumbing code is amended to read as set forth in Section 15.04.070 of this code.

15.20.050 Expiration of plan review.

Section 104.3.3 of the plumbing code is amended to read as set forth in Section 15.04.060 of this code.

15.20.060 Definition of terms.

A. The definition of "authority having jurisdiction" in Section 203.0 of the plumbing code is amended to read in full as follows:

Authority Having Jurisdiction
The Authority Having Jurisdiction shall be the building division of the Napa County Department of Planning, Building and Environmental Services; except that for the issuing of permits, collection of fees and inspections in connection with public sewers, the Authority Having Jurisdiction shall be, within their respective jurisdictions, the Napa Sanitation District, the Napa County Department of Public Works (for the Napa Berryessa Resort Improvement District and the Lake Berryessa Resort Improvement District), the Spanish Flat Water District or the Circle Oaks Water District; and for the administration of the provisions of the plumbing code relating to individual and private sewage disposal systems as defined in Division II of Title 13 of the Napa County Code (other than Section 723 of the plumbing code), the Authority Having Jurisdiction shall be the Napa County director of planning, building and environmental services or the director's authorized designee.

B. The definition of "lot" in Section 214.0 of the plumbing code is amended to read as set forth in Section 17.02.320 of this code.

C. The definition of "private sewage disposal system" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.345 of this code.

D. The definition of "public sewer" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.350 of this code.

E. The definition of "sewage" in Section 221.0 of the plumbing code is amended to read as set forth in Section 13.16.360 of this code.

15.20.065 Section 609.1—Installation.

Section 609.1 of the plumbing code is amended to read as set forth in full as follows:

609.1 Installation. Water piping shall be adequately supported in accordance with Table 313.3. Burred ends shall be reamed to the full bore of the pipe or tube. Changes in direction shall be made by the appropriate use of fittings, except that changes in direction in copper or copper alloy tubing shall be permitted to be made with bends, provided that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's instructions. Provisions shall be made for expansion in hot-water piping. Piping, equipment, appurtenances, and devices shall be installed in a workmanlike manner in accordance with the provisions and intent of the code. Building supply yard piping shall be not less than 12 inches (305 mm) below the average local frost depth. The cover shall be not less than 12 inches (305 mm) below finish grade. When water lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.

The provisions of Chapter 7, part II, "Building Sewers," of the plumbing code are incorporated, with modifications, into Division II, "Sewage Systems," of Title 13 of this code,

with the corresponding plumbing code references noted therein, except that Section 723 of the plumbing code is adopted without modification by and under this chapter.

15.20.075 Section 1210.1.1—Cover requirements.

Section 1210.1.1 of the plumbing code is amended to read as set forth in full as follows:

Underground piping systems shall be installed with a minimum of 12 inches (305 mm of cover. The minimum cover shall be increased to 18 inches (457 mm) if external damage to the pipe or tubing from external forces is likely to result. Where a minimum of 12 inches (305 mm) of cover cannot be provided, the pipe shall be installed in conduit or bridged (shielded). [NFPA 54:7.1.2.1 – 7.1.2.1 (B)] When natural or liquefied petroleum gas (LPG) lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

SECTION 14: Chapter 15.24 (Mechanical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.24

MECHANICAL CODE

Sections:

15.24.010 Document adopted by reference.
15.24.020 Modifications.
15.24.030 Sections 1.8.8 and 107.0—Board of appeals.
15.24.040 104.4.3—Permits—Expiration.
15.24.050 104.3.3—Expiration of plan review.

15.24.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of mechanical systems, the 2025 Edition of the California Mechanical Code, hereinafter referred to as "mechanical code," which is based on the 2024 Edition of the Uniform Mechanical Code as adopted with modifications by the State of California as Title 24, Part 4 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.24.020 Modifications.

Each section of the mechanical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.24.030 Sections 1.8.8 and 107.0—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and 107 of the mechanical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.24.040 104.4.3—Permits—Expiration.

Section 104.4.3 of the mechanical code is amended to read as set forth in Section 15.04.070 of this code.

15.24.050 104.3.3—Expiration of plan review.

Section 104.3.3 of the mechanical code is amended to read as set forth in Section 15.04.060 of this code.

SECTION 15: Chapter 15.28 (Electrical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.28

ELECTRICAL CODE

Sections:

15.28.010 Document adopted by reference.
15.28.020 Modifications.
15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.
15.28.040 Section 80.2 Annex H—Chief electrical inspector.
15.28.050 Section 80.19(H) Annex H—Applications and extensions.
15.28.060 Article 225.32—Location.
15.28.070 Table 300.5—Minimum cover requirements.
15.28.080 Article 690.4—Installation.

15.28.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of electrical systems, the provisions of the 2025 Edition of the California Electrical Code, hereinafter referred to as "electrical code," including Annexes A through H, which is based upon the 2023 Edition of the National Electrical Code as adopted with modifications by the State of California as Title 24, Part 3 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.28.020 Modifications.

Each section of the electrical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.

The functions of a board of appeals referred to in Section 89.108.8 and the electrical board in Section 80.15 Annex H of the electrical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals or electrical board shall be created.

15.28.040 Section 80.2 Annex H—Chief electrical inspector.

For purposes of Section 80.2 Annex H of the electrical code, the building official is designated as the chief electrical inspector. The building official and that official's designees shall be responsible for the enforcement of this Chapter 15.28.

15.28.050 Section 80.19(H) Annex H—Applications and extensions.

For purposes of Section 80.19(H) Annex H of the electrical code, the time limitations for applications and expiration of permits shall be as provided in Sections 15.04.060 and 15.04.070 of this code.

15.28.060 Article 225.32—Location.

The first paragraph of Article 225.32 of the electrical code is amended to read as follows, and the listed exceptions following therein shall remain in effect:

225.32 Location. The disconnecting means shall be installed on the outside of the building or structure served or where the conductors pass through a building or structure and within sight for emergency and utility vehicles entering the property. The disconnecting means shall be at a readily accessible location nearest the point of entrance of the conductors. For the purposes of this section, the requirements in 230.6 shall be utilized.

15.28.070 Table 300.5—Minimum Cover Requirements.

Table 300.5 of the electrical code is amended by adding the following Note 6:

6. When electrical conductors are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.28.080 Article 690.4—Installation.

Article 690.4 of the electrical code is hereby amended by adding the following subsection (I):

(I) Working Space. The requirements found in Article 110.26 for spaces about electrical equipment shall apply to inverters and other portions of a photovoltaic system likely to require examination, adjustment, servicing, or maintenance while energized.

SECTION 16: Chapter 15.29 (Energy Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.29

ENERGY CODE

Sections:

15.29.010 Document adopted by reference.
15.29.030 Options for homebuyers.
15.29.040 Definitions.
15.29.050 Electrical readiness for nonresidential structures.
15.29.060 Electrical readiness for single-family units.
15.29.070 Performance requirements for single-family units.
15.29.080 Reserved.
15.29.090 Electric readiness for multifamily units.
15.29.100 Performance requirements for multifamily units.

15.29.010 Document adopted by reference.

The 2022 Edition of the California Energy Code, adopted by the State of California as Title 24, Part 6 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.29.030 Options for homebuyers.

Section 100.0.(e).2.D is amended to read as follows:

D. Single-family buildings.

i. Sections applicable. Sections 150.0 through 150.1 apply to newly constructed single-family buildings.

ii. Compliance approaches. In order to comply with Part 6, newly constructed single-family buildings must meet the requirements of:

a. Mandatory measures: The applicable provisions of Sections 110.0 through 110.10, and 150.0; and

b. Either:

(i) Performance approach: Sections 150.1(a) and (b); or

(ii) Prescriptive approach: Sections 150.1(a) and
Exception to Section 100.0(e)2Diib: Seasonally occupied agricultural housing limited by state or federal agency contract to occupancy not more than 180 in any calendar year.

(iii) Designers, builders, licensed contractors, professionals, or other owner designees of newly constructed single-family buildings shall provide all owners with the option of installing a stationary storage battery system and/or all-electric appliances.

15.29.040 Definitions.

Section 100.1.(b) is modified by adding the following definitions:

CERTIFIED ENERGY ANALYST is a person registered as a Certified Energy Analyst with the California Association of Building Energy Consultants as of the date of submission of a Certificate of Compliance as required under Section 10.103.

FREE-STANDING ACCESSORY DWELLING UNIT is a detached building that is not intended for sale separate from the primary residence, except pursuant to Government Code Sections 66340 et seq., on a lot that is zoned for single-family or multifamily use, located on the same lot as an existing dwelling, and does not exceed 1,200 square-feet of total floor area.

15.29.050 Electric readiness for nonresidential structures.

A new section 120.9.(d) is added to read as follows:

120.9(d) Where systems using gas are installed, dedicated circuits at the main building panel shall be provided with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.060 Electric readiness for single-family units.

The first two paragraphs of Section 150.0 are modified to read as follows:

SECTION 150.0 - MANDATORY FEATURES AND DEVICES
Single-family residential buildings shall comply with the applicable requirements of Sections 150(a) through 150.0(v).

NOTE: The requirements of Sections 150.0(a) through 150.0(v) apply to newly constructed buildings. Sections 150.2(a) and 150.2(b) specify which requirements of Sections 150.0(a) through 150.0(v) also apply to additions or alterations.

Section 150.0.(t) is modified to read as follows:
(t) Heat Pump Space Heater Ready.

Systems using gas furnaces to serve individual dwelling units shall include the following:

1. A dedicated 240-volt branch circuit wiring shall be installed within 3 feet from the furnace and accessible to the furnace with no obstructions. The branch circuit conductors shall be rated at 30 amps minimum. The blank cover shall be identified as "240V ready". All electrical components shall be installed in accordance with the California Electrical Code.
2. The main electrical service panel shall have a reserved space to allow for the installation of a double pole circuit breaker for a future heat pump space heater installation. The reserved space shall be permanently marked as "For Future 240V use".
3. A designated exterior location for a future heat pump compressor unit with either a drain or natural drainage for condensate.

15.29.070 Performance requirements for single-family units.

A new section 150.1.(b).1.C is added to read as follows:

In addition, the total source energy (EDR1) of the Proposed Design Building shall be less than the EDR1 of the Standard Design building by a compliance margin of 13.

EXCEPTION 1 to Section 150.1(b)1.C. A Free-Standing Accessory Dwelling Unit.

EXCEPTION 2 to Section 150.1(b)1.C. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, compliance margin may be reduced by one point, but in no event shall be less than zero.

15.29.080 Reserved.

15.29.090 Electric readiness for multifamily units.

A new section 160.4.(g) is added to read as follows:

Systems using gas water heaters that do not serve individual dwelling units shall include dedicated circuits at the main building panel with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.100 Performance requirements for multifamily units.

Section 170.1 is modified to read as follows:

SECTION 170.1 - PERFORMANCE APPROACH: ENERGY BUDGETS
A building complies with the performance approach if the TDV energy budget calculated for the Proposed Design Building under Subsection (b) is no greater than the TDV energy budget calculated for the Standard Design Building under Subsection (a). Additionally, the energy budget, expressed in terms of source energy, of a newly constructed low-rise multifamily building (less than four habitable stories) shall be at least ten percent (10%) lower than that of the Standard Design Building.

EXCEPTION 1 to Section 170.1. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, the compliance margin may be reduced to by one percentage point, but in no event shall be less than zero.

SECTION 17: Section 15.30.010 (Document adopted by reference.) of Chapter 15.30

(Historical Building Code) of the Napa County Code is amended to read in full as follows:

15.30.010 Document adopted by reference.

For the purpose of establishing proper regulations for the renovation of historical buildings the 2025 Edition of the California Historical Building Code, hereinafter referred to as "historical building code" adopted by the State of California as Title 24, Part 8 of the California Code of Regulations, is adopted and made a part of this Napa County code by reference.

SECTION 18: Chapter 15.32 (Fire Code) of the Napa County Code is amended to read

in full as follows:

Chapter 15.32

FIRE CODE

Sections:

15.32.010 Document adopted by reference.
15.32.020 Modifications.
15.32.030 Section 101.6—Application.
15.32.033 Section 104.7.2—Inspections.
15.32.035 Section 104.10—Fire investigations.
15.32.037 Section 105.3.1—Expiration.
15.32.040 Section 111—Means of appeals.
15.32.050 Section 112.4—Violation penalties.
15.32.060 Section 113.4—Failure to comply.
15.32.065 Section 307.6—Non-portable and Built-in fire pits.
15.32.070 Section 503.1—Where required.
15.32.073 Section 505.1—Address identification.
15.32.075 Section 507.5.7—Fire hydrant specifications and Fire Flow requirements.
15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.
15.32.080 Section 901.4.7.1—Access.
15.32.090 Section 903.2—Where required.
15.32.100 Section 903.2.8.1—Group R-3.
15.32.105 Section 903.4.3—Alarms.
15.32.110 Section 907.1.6—False alarms.
15.32.113 Section 907.6—Installation and monitoring.
15.32.115 Section 1205.5.1—Vegetation control.
15.32.117 Section 1207.1—Electrical energy storage systems (ESS).
15.32.120 Reserved.
15.32.130 Reserved.
15.32.140 Reserved.
15.32.150 Reserved.
15.32.160 Reserved.
15.32.170 Reserved.
15.32.180 Reserved.
15.32.190 Reserved.
15.32.193 Reserved.
15.32.195 Reserved.
15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3, NFPA 13D-22, Section 7.5.6.3
15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.
15.32.210 Appendix C, Section C103.1—Hydrant spacing.
15.32.220 Reserved.
15.32.230 Reserved.

15.32.240 Reserved.
15.32.250 Reserved.
15.32.260 Reserved.
15.32.270 Reserved.

15.32.010 Document adopted by reference.

For the purpose of establishing proper regulations to safeguard the public health, safety and general welfare from the hazards of fire, the 2025 Edition of the California Fire Code, including Chapter 4, and Appendices B and C, hereinafter referred to as the "fire code," which is based on the 2024 International Fire Code adopted with modifications by the State of California as Title 24, Part 9 of the California Code of Regulations, is adopted and made part of this code by reference, subject to the modifications set forth in this chapter. This adoption by reference explicitly includes Sections 104.7 and 104.7.1 of the 2025 Edition of the California Fire Code.

15.32.020 Modifications.

Each section of the fire code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.32.030 Section 101.6—Application.

Section 101.6 is added to Division II of Chapter 1 of the fire code to read as follows:

101.6 Application – Napa County. This code shall apply to all unincorporated areas of Napa County for the purpose of establishing minimum fire safety requirements for development in unincorporated Napa County.

Exception: Property located in unincorporated Napa County within the American Canyon Fire Protection District shall follow the ordinances adopted by that District.

15.32.033 Section 104.7.2—Inspections.

Section 104.7.2 of the fire code is amended to read as follows:

Section 104.7.2 Inspections. The fire code official shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each. Such records shall also include photographic documentation of the inspected conditions, where applicable, to support the findings and actions taken during the inspection.

15.32.035 Section 104.10—Fire investigations.

Section 104.10.2 of the fire code is added to read as follows:

Section 104.10.2 Investigations. The fire code official is authorized to conduct fire investigations and to document conditions as necessary. This includes the authority to take photographs, record video, or collect other forms of evidence during the course of an investigation, when deemed appropriate by the fire code official.

15.32.037 Section 105.3.1—Expiration.

Section 105.3.1 of the fire code is amended to read as follows:

Section 105.3.1 Permit validity, expiration, revocation, modification, and transferability.

A. Operational Permits.

Operational permits shall remain in effect until reissued, renewed, revoked, or for the period of time specified on the permit.

B. Construction Permits.

Fire-related permits shall follow the same permit expiration procedures established by the Napa County Building Division, as outlined in Section 15.04.070 – Expiration of permits.

C. Revocation of Permits.

The fire code official is authorized to revoke a permit issued under this code in any of the following circumstances:

1. The permit was issued in error or on the basis of incorrect, inaccurate, or incomplete information.
2. The permit holder violates any provision of the applicable fire code, municipal code, or conditions of the permit.
3. The permit is used for a location, operation, or activity other than that authorized by the permit.
4. The permit holder fails to comply with lawful orders issued by the fire code official.

D. Modification of Permits.

Any proposed modification to the scope, occupancy, use, or conditions of an issued permit shall be submitted to the fire code official for review. Modifications shall not be made without prior written approval, and may require the issuance of a new or amended permit at the discretion of the fire code official.

E. Non-Transferability of Permits.

Permits issued under this code are non-transferable. Any change in occupancy, operation, tenancy, or ownership shall require the issuance of a new permit.

15.32.040 Section 111—Means of appeals.

Section 111 of the fire code is amended to read as follows:

111. Means of appeals. The functions of the board of appeals referred to in Section 111 of the fire code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.32.050 Section 112.4—Violation of penalties.

Section 112.4 of the fire code is amended to read as follows:

112.4. Violation penalties. Persons who violate a provision of this code or fail to comply with any approved construction documents or directives of the fire marshal or marshal's authorized designee, or conditions of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by law.

15.32.060 Section 113.4—Failure to comply.

Section 113.4 of the fire code is amended to read as follows:

113.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as prescribed by law.

15.32.065 Section 307.6—Non-Portable and built-in fire pits.

Section 307.6 is added to read in full as follows:

307.6.1 General.

This section applies to all exterior non-portable or built-in fire pits, including those constructed as part of landscaping features, outdoor kitchens, or permanent fire features, whether fueled by wood or non-wood sources.

307.6.2 Location.

1. Non-Wood Burning Fire Pits.
   Non-wood burning fire pits, including those fueled by natural gas, propane, or other approved clean-burning fuels, shall be located a minimum of 15 feet from any combustible material or combustible construction.
2. Wood-Burning Fire Pits.
   Fire pits designed to burn wood or other solid fuels shall be located at a minimum of 25 feet from any combustible material or combustible construction.

307.6.3 Use and Maintenance.

1. Fire pits shall be installed and operated in accordance with the manufacturer's instructions and all applicable provisions of the California Fire Code and the California Building Code.
2. Fire pits shall not be used during periods of high fire danger, red flag warnings, or when otherwise prohibited by the fire code official.
3. A responsible adult shall be present at all times when a fire pit is in use. Fires shall be fully extinguished after use.
4. A readily available method of fire extinguishment, such as a garden hose, portable fire extinguisher, or bucket of sand, shall be maintained in close proximity during use.

307.6.4 Authority to Enforce.

The fire code official is authorized to require the immediate cessation of use, modification, or removal of any fire pit deemed to be unsafe, improperly maintained, or not in compliance with this section.

15.32.070 Section 503.1—Where required.

Section 503.1 of the fire code is amended to read in full as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and the Napa County Road and Street Standards.

15.32.073 Section 505.1—Address identification.

Section 505.1 of the fire code is amended to read in full as follows:

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall not be less than 6 inches (152 mm) high with a minimum stroke width of ¾ inch (19 mm), except that for one- or two-family dwellings, each character shall not be less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

15.32.075 Section 507.5.7—Fire hydrant specifications and fire flow requirements.

A new section 507.5.7 is added to the fire code to read in full as follows:

507.5.7 Fire Hydrant Specifications and Fire Flow Requirements. Fire hydrant size, outlets configuration, and performance standards shall comply with the Napa County Fire Development Guidelines or as approved by the fire code official.

15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.

Section 604.6.3 is deleted and replaced in its entirety with the following:

604.6.3.1 Shunt Trip Prohibited
Shunt trip devices shall not be installed in elevator systems.

604.6.3.2 Alternative Requirements in Sprinklered Buildings.
Where elevator hoistways and/or elevator machine rooms containing elevator control equipment are located within buildings equipped with automatic fire sprinkler systems, the following shall apply in lieu of shunt trip devices:

1. Fire-Resistive Construction.
   Elevator machine rooms shall be enclosed with fire-resistive construction having a fire-resistance rating equal to that of the hoistway. Where the hoistway is non-rated, the machine room shall be enclosed with fire barriers having a minimum one-hour fire-resistance rating in accordance with California Building Code section 707.
2. Prohibited Sprinkler Locations.
   Automatic fire sprinklers shall not be installed:
   a. At the top of the elevator hoistway; and
   b. Within the elevator machine room.

3. Elevator Shutdown Devices.
Means for automatic elevator power shutdown (shunt trip) shall not be installed.

15.32.080 Section 901.4.7.1—Access.

Section 901.4.7.1 of the fire code is amended to read in full as follows:

901.4.7.1 Access. Commercial automatic sprinkler system risers, fire pumps, and controllers shall be readily accessible from the exterior of the building. Where located in a fire pump room or automatic sprinkler riser room, the door shall be permitted to be locked provided the key is available at all times on site.

15.32.090 Section 903.2—Where required.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during, and after construction".

B. Section 903.2 of the fire code is amended to read in full as follows:

903.2 Where Required. In addition to the requirements of Sections 903.2.1 through 903.2.12 and 903.2.14 through 903.2.21, an approved automatic fire sprinkler system shall be installed and maintained in all occupancies as follows:

1. Throughout all new buildings with a building area of 1,000 square feet or greater; or
2. Throughout all additions to buildings already provided with an automatic fire sprinkler system; or
3. Throughout the entire building when:
    a. The addition or expansion equals or exceeds 50% of the existing building area, within any 3-year period; and
    b. The resulting total building area exceeds 1,000 square feet; or
4. Throughout an entire building which exceeds 1,000 square feet in building area when repair of significant structural damage to the existing building area (caused by fire, flood, or earthquake, for example) requires rebuilding of 50% of the building structure.
5. When the scope of work involves the alteration or removal of any existing structural framing that meets or exceeds fifty percent (50%) or greater of the linear footage of exterior walls, cumulative within a 3-year period.

Exceptions:

1. Detached Group U structures accessory to a non-sprinklered Group R-3 single-family residence, including but not limited to pool houses, workshops, private garages, and similar structures, shall not be required to be sprinklered, provided all of the following conditions are met:
    a. The new structure is detached from the main residence.
    b. The total floor area of the structure is less than 1,000 square feet.
    c. The structure is not intended for use as a dwelling unit or for sleeping purposes.

For the purposes of this section, "dwelling unit" shall be defined as a building or portion thereof providing complete independent living facilities, including provisions for sleeping, cooking, and sanitation, consistent with the California Residential Code.

2. Buildings that are exclusively Group U – Agricultural Buildings as defined in Appendix C of the building code.

15.32.100 Section 903.2.8.1—Group R-3

Section 903.2.8.1 of the fire code is amended to read in full as follows:

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies and shall be provided throughout all one- and two-family dwellings, or guest cottages, regardless of square footage in accordance with the California Residential Code. An automatic sprinkler system shall be installed in all mobile homes, manufactured homes, and multi-family manufactured homes with two or more dwelling units in accordance with Title 25 of the California Code of Regulations.

15.32.105 Section 903.4.3—Alarms

Section 903.4.3 is added to the fire code to read as follows:

903.4.3 Alarms. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

15.32.110 Section 907.1.6—False alarms.

Section 907.1.6 of the fire code is added to read as follows:

907.1.6 False Alarms. A false alarm shall mean the receipt by the Fire Department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three (3) false alarm calls in a 365-day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.32.113 Section 907.6—Installation and monitoring.

Section 907.6.1.2 of the fire code is added to read as follows:

1. Wiring Installation.
   All fire alarm system wiring shall be installed in metallic conduit or approved raceways per the California Electrical Code (CEC) and NFPA 72 (2025).
2. Prohibited Wiring.

Armored cable (Type AC) and other non-approved cable types are not permitted for fire alarm wiring unless approved by the Napa County Fire Marshal and Electrical Inspector.

3. Conduit Sizing and Support.
   Conduits shall comply with CEC Chapter 9 conduit fill limitations to ensure proper installation and maintenance. Conduits shall be installed using approved hangers and supports, with spacing in accordance with the requirements of the California Electrical Code (CEC) Article 358.30 and the manufacturer's recommendations. Under no circumstances shall any other wiring or cabling be attached to, or supported by, the conduit.
4. Wire Specifications.
   Wiring shall be copper conductors with insulation and ratings per CEC and NFPA 72. Wire type, size, and number of conductors must be shown on all shop drawings and floor plans.
5. Approval and Documentation.
   All plans must include wiring details and conduit fill calculations. Any deviations require prior approval by Napa County Fire and Electrical officials.

15.32.115 Section 1205.5.1—Vegetation control.

Section 1205.5.1 of the fire code is amended to read in the full as follows:

1205.5.1 Vegetation Control. A clear, brush-free area of 10 feet (3048 mm) shall be required around the perimeter of the ground-mounted photovoltaic arrays. A noncombustible base of gravel or a noncombustible base, approved by the fire code official, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations.

15.32.117 Section 1207.1—Electrical Energy Storage Systems (ESS)

Section 1207.1 of the fire code is amended to read in full as follows:

1207.1 Electrical Energy Storage Systems (ESS). ESS in Group R-3 and R-4 occupancies including accessory Group U structures, shall comply with Section 1207.11

15.32.120 Reserved.

15.32.130 Reserved.

15.32.140 Reserved.

15.32.150 Reserved.

15.32.160 Reserved.

15.32.170 Reserved.

15.32.180 Reserved

15.32.190 Reserved.

15.32.193 Reserved.

15.32.195 Reserved.

15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3.

Chapter 80 – NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3 is amended to read in full as follows:

The following practices shall be observed when installing residential sprinklers unless higher expected ambient temperatures require a higher temperature rating:

(6) Sprinklers in unconditioned garages shall be of intermediate temperature classification or higher.

15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.

A new section B105.4 is added to Appendix B of the fire code to read as follows:

B105.4 Fire flow and water supply for parcels not served by municipal water supply. For parcels not served by a municipal water supply, NFPA 1142-22, Chapter 4 shall be used to calculate minimum water storage requirements for fire flow. The Napa County Fire Marshal's Office permits a 25% reduction in required water storage if the subject building or structure is equipped with an NFPA 13, NFPA 13D, or NFPA 13R fire sprinkler system.

Exceptions:
Reductions in required water supply are not provided for structures located in High or Very High Severity Zones.

15.32.210 Appendix C, Section C103.1—Hydrant spacing.

Section C103.1 of Appendix C of the fire code is amended to read in full as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with the Napa County Development Guidelines or as approved by the fire code official.

15.32.220 Reserved.

15.32.230 Reserved.

15.32.240 Reserved.

15.32.250 Reserved.

15.32.260 Reserved.

15.32.270 Reserved.

SECTION 19: Section 15.35.010 (Document adopted by reference.) of Chapter 15.35 (Existing Building Code) of the Napa County Code is amended to read in full as follows:

15.35.010 Document adopted by reference.

The 2025 California Existing Building Code, hereinafter referred to as "existing building code" which is based on the 2024 International Existing Building Code, adopted with modifications by the State of California as Title 24, Part 10 of the California Code of Regulations, is adopted and made a part of this Napa County Code by reference.

SECTION 20: Section 15.48.010 (Documents adopted by reference.) of Chapter 15.48 (Public Swimming Pools—Operating Permits) of the Napa County Code is amended to read in full as follows:

15.48.010 Documents adopted by reference.

For the purpose of establishing proper regulations for public swimming pools, the following regulations are adopted and made a part of this code by reference, and hereinafter collectively referred to as "public swimming pool code":

A. Chapter 31B of the 2025 Edition of the California Building Code, as adopted by the State of California in Title 24, Part 2 of the California Code of Regulations.

B. Chapter 20 (commencing with Section 65501) of Division 4 of Title 22 of the California Code of Regulations.

C. Article 5 (commencing with Section 116025) of Chapter 5 of Part 10 of Division 104 of the California Health and Safety Code.

SECTION 21: The Board finds that the adoption of this ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 8 ("Actions by Regulatory Agencies for Protection of the Environment") which

may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15308]. Additionally, the proposed action is not a project as defined by 14 California Code of Regulations section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 22: 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 23: This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 24: 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 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 18th day of November, 2025, and a public hearing was held at a regular meeting of the Napa County Board of Supervisors, State of California, on the 9th day of December, 2025, where the Ordinance was adopted 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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Jason M. Dooley* Chief Deputy County Counsel By: *McKayla McMahon* Code Services Date: 11/6/2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Additions are underlined.
Deletions are ~~struck through.~~
Revision markers 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 VARIOUS CHAPTERS OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE NAPA COUNTY CODE BY ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE (TITLE 24, CALIFORNIA CODE OF REGULATIONS) AS PROMULGATED AND APPROVED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION WITH LOCAL MODIFICATIONS

WHEREAS, in accordance with the requirements of the California Building Standards Law found in Division 13, Part 2.5 of the Health and Safety Code (commencing with Section 18901), the California Building Standards Commission has approved and adopted the 2025 California Building Standards Code; and

WHEREAS, Napa County desires to adopt or maintain some of the same amendments and additions made to the 2022 Building Standards Code to the 2025 Building Standards Code to provide for more restrictive building standards because of local climatic, geological, or topographical conditions found to exist in Napa County, and other non-substantive administrative changes, such amendments to the Building Standards Code being allowed under Health and Safety Code Section 18941.5.

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

SECTION 1: Section 15.04.010 (Findings) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

DRAFT

15.04.010 Findings.

A. Section 18941.5 of the California Health and Safety Code provides that the governing body of every county may make changes or modifications by local ordinance to the California Building Standards Code as approved and adopted by the California Building Standards Commission ("Commission"). The changes or modifications may only establish more restrictive building standards than exist in the Building Standards Code that are reasonably necessary because of local climatic, geological, or topographical conditions within the county. Absent such changes or modifications, the Building Standards Code as written become the applicable regulations of the county one hundred eighty days after their publication by the Commission.

B. The Commission has approved and adopted the ~~2022~~ 2025 California Building Standards Code, and the county desires to make restrictive changes and modifications to said Code based on local climatic, geological, or topographical conditions existing in the county, in accordance with the requirements of Sections 17958.5 and 17958.7 of the Health and Safety Code. The county also desires to make non-substantive changes relating to administration of the ~~2022~~ 2025 California Buildings Standards Code to reflect the county's administrative organizational structure.

C. County departments and officials who are charged with implementing and overseeing the ~~2022~~ 2025 California Building Standards Code, as well as other officials of the county have presented information and evidence to the board of supervisors of the reasonable necessity due to local climatic, geological, and topographical conditions that certain changes or modifications be made in said Code at the time of its adoption.

D. The board of supervisors does hereby and in conjunction with a resolution adopted concurrently herewith expressly determines and finds that the modifications set forth in this ordinance are in fact needed because of the local climatic, geological, and topographical conditions set forth in said resolution.

SECTION 2: Section 15.04.020 (Definitions) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.020 Definitions.

Except where expressly provided otherwise, all references in the codes or portions thereof adopted by this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, to "city" shall mean the Napa County; to "city council" or "mayor" shall mean the board of supervisors of the Napa County; to "state" shall mean the State of California; to "housing act" shall mean the Housing Act of the State of California; to "building official" or "administrative authority" shall mean the Napa County chief building official ~~of the county of Napa~~; to "health officer" shall mean the Napa County director of planning, building and environmental services ~~of the county of Napa~~ or the director's designee; and to "fire marshal" shall mean the chief officer assigned to the Napa County Fire Marshal's Office.

SECTION 3: Section 15.04.030 (Building division) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.030 Building division.

There is established within the Napa County planning, building and environmental services department ~~of the county of Napa~~ a building division. The board of supervisors shall budget and appropriate such county funds to the planning, building and environmental services department, building division, as it may deem necessary for the operation of such division.

SECTION 4: Section 15.04.040 (Chief building official and building inspectors) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.040 Chief building official and building inspectors.

A. There is established the office of chief building official, who shall be the head of the building division. The chief building official shall mean the director of the Napa County planning, building and environmental services department or the director's authorized designee.

B. The chief building official shall supervise and have charge of all work and inspections relating to and the enforcement of the codes adopted hereunder, except as herein provided.

C. The director of the Napa County planning, building and environmental services department or the director's designee shall supervise and have charge of all inspections relating to the installation of septic tanks and disposal fields.

D. The chief building official shall have such deputy building inspectors as the board of supervisors shall provide and such deputy building inspectors shall assist the chief building official in the performance of their duties, acting under ~~his~~ the chief building official's instruction and supervision.

E. The chief building official, the deputies in the building division and representatives of the Napa County department of planning, building and environmental services shall have the right of entry, as defined in various codes adopted by the ordinance codified in this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, in, and upon, all buildings and premises in the county for the purpose of making inspections, re-inspections, or otherwise performing their respective duties as may be necessary in the enforcement of this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

F. It shall be the duty of the chief building official to have a permanent record kept of all pertinent transactions of their office and to render a report when requested to the board of supervisors of all permits issued and fees collected. All fees collected shall be turned over to the county treasurer for deposit into the general fund of Napa County.

SECTION 5: Section 15.04.050 (Scope) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.050 Scope.

The provisions of this chapter and Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, shall apply to all buildings and structures in the unincorporated territory of Napa County.

SECTION 6: Section 15.04.070 (Expiration of permits.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.070 Expiration of permits.

A. Except as provided in subsection (C) below, every permit issued by the building official under the provisions of this code shall expire, without further action by the building official, if the building or work authorized by such permit is not commenced within one calendar year from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced, or if no inspection has been requested or performed for a period of one hundred eighty days. Before such work can be recommenced, the permit shall be reinstated with a fee, ~~determined by the building official based on the amount and nature of permit activities remaining at the time the permit expired, provided no changes have been made or will be made in the original plans and specifications for such work; and~~ provided ~~further~~ that such suspension or abandonment has not exceeded two years. Building permits that have been expired for over two years shall be considered null and void. A new permit must be obtained to complete any remaining work if a permit was deemed null and void.

B. Any permittee holding an unexpired permit may apply for an extension of time within which the permittee may commence work under that permit when the permittee is unable to commence work within the time required by this section. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than ~~twice~~ three times~~or for more than a total of 365 days within a twelve month timeframe~~. If the work authorized by a permit is not commenced after the permit was extended ~~twice~~ three times~~within a period not to exceed 365 days~~, the permit shall be considered null and void and the permittee shall be required to obtain a new permit. Permit fees shall be charged as determined by the building official and based on the amount ~~and nature of permit activities remaining at the time the permit expired~~of work remaining to be completed.

C. Permits issued to correct code violations or for work that has been commenced or completed prior to permit issuance shall have 60 days to obtain a final inspection and all required inspections. The building official may shorten or extend the ~~60~~ 90-day period taking into consideration the severity of the code violation or other factors that the building official determines are reasonable.

SECTION 7: Section 15.04.080 (Violations.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.080 Violations.

A. It is unlawful and a public nuisance for any persons, firm or corporation, whether as principal, agent, employee or otherwise, to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the unincorporated territory of Napa County, or cause the same to be done, contrary to or in violation of any of the provisions of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36. Maintenance of equipment which was unlawful at the time it was installed and which would be unlawful under this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, shall constituted a continuing violation of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

B. In addition to any procedures for abatement set forth in Title 24 of the California Code of Regulations as adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, violations thereof or of Chapter 15.06 or 15.08 may be civilly abated or criminally prosecuted and punished in the manner set forth in Chapter 1.20 of this code for public nuisances as defined therein.

SECTION 8: Section 15.04.090 (Liability) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.090 Liability.

This chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36 shall not impose upon ~~the county of Napa~~ Napa County any liability or responsibility for damage resulting from defective building, plumbing, mechanical or electrical work; nor shall ~~the county of Napa~~Napa County, or any official or employee thereof, be held to assume any such liability or responsibility by reason of the inspection authorized hereunder.

SECTION 9: Section 15.04.100 (Board of appeals) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.100 Board of appeals.

A. In order to hear and decide appeals of orders, decisions or determination made by the building official relative to the application and interpretation of the regulations adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, there shall be and is hereby created a unified board of appeals consisting of five voting members who are qualified by experience and training to pass upon matters pertaining to building construction and at least one of whom shall be qualified by experience and training to pass upon matters pertaining to disability access. None of the voting members shall be an employee of the county. The building official shall be an ex officio member of and shall act as secretary to the board of appeals but shall have no vote on any matter before the board. The board of appeals shall be appointed by the board of supervisors and shall hold office at its pleasure. The board of appeals shall adopt rules of procedure for conducting its business, shall

render its decisions and findings in writing to the appellant with a duplicate copy to the building official, and may recommend to the board of supervisors such new legislation as is consistent with those decisions.

B. The board of appeals shall have no authority relative to interpretation of the administrative provisions of the various codes adopted in this title, including all of Chapters 15.04 and 15.08, nor shall the board of appeals be empowered to waive the requirements of such codes.

C. The decision of the board of appeals is final, and may not be appealed in the manner provided by Chapter 2.88 of this code.

SECTION 10: Chapter 15.12 (Building Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.12

BUILDING CODE

Sections:

15.12.010 Document adopted by reference.
15.12.020 Modifications.
15.12.030 Section 105.5—Expiration of permits.
15.12.040 Sections 1.8.8, 113 and R112—Board of appeals.
15.12.050 Section 446.1—Scope.
15.12.060 Section 446.4—Limited application.
15.12.070 Section 446.5—Permits.
15.12.080 Section 446.7.3—Noncombustible construction.
15.12.090 Section 446.8.4—Noncombustible contents.
15.12.100 Section 446.8.5—Prohibited equipment.
15.12.110 Section 446.8.6—Hazardous materials storage.
15.12.120 Section 446.8.7—Special requirements for Type 3 winery cave.
15.12.130 Section 446.10—Fire alarm systems.
15.12.140 Reserved.
15.12.150 Section 446.16—Emergency communication.
15.12.160 Automatic fire systems: Section 903.2—Where required; Section R313.1—Townhouse automatic fire systems; Section R309—One- and two-family dwellings automatic sprinkler systems.
15.12.170 Reserved.
15.12.180 Section 907.1.6—False alarms.
15.12.190 Reserved.
15.12.200 Reserved.
15.12.210 Reserved.
15.12.220 Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.
15.12.230 Wood burning devices.
15.12.240 Reserved.

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15.12.250 Reserved.
15.12.260 Reserved.
15.12.270 Reserved.
15.12.280 Reserved.
15.12.290 Reserved.
15.12.300 Reserved.

15.12.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction, the following two codes are adopted and made part of this Chapter by reference, subject to the modifications made herein:

A. The ~~2022~~ 2025 Edition of the California Building Code, Volumes I and II, including Appendices C, I, ~~and~~ J, and P, hereinafter referred to as "building code," which is based on the ~~2021~~ 2024 International Building Code adopted with modifications by the State of California as Title 24, Part 2 of the California Code of Regulations.

B. The ~~2022~~ 2025 Edition of the California Residential Code including Appendices ~~AH~~BF, ~~AQ~~BB, ~~AS~~BJ, ~~and AW~~BM, and CI, hereinafter referred to as "residential code," which is based on the ~~2021~~ 2024 International Residential Code adopted with modifications by the State of California as Title 24, Part 2.5 of the California Code of Regulations.

15.12.020 Modifications.

Each section of the building or residential code designated in the succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.12.025 Sections 105.2 and R105.2—Work exempt from permits.

Section 105.2 of the building code is amended to the extent set forth below:

Building

7. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

Section R105.2 of the residential code is amended to the extent set forth below:

Building

6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

15.12.030 Section~~s~~ 105.5 and R105.5—Expiration of permits.

Sections 105.5 of the building code and R105.5 of the residential code are amended to read as set forth in Section 15.04.070 of this code.

15.12.040 Sections 1.8.8, 113 and R112—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and 113 of the building code and Section R112 of the residential code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.12.050 Section 446.1—Scope.

Section 446.1 of the building code is amended to read in full as follows:

446.1 Scope. In addition to other occupancy and construction requirements of the building code, special provisions for the occupancy and construction of subterranean space for winery facilities in natural or manmade caves, whether new or an addition to an existing cave shall be in accordance with this section.

15.12.060 Section 446.4—Limited application.

A. Section 446.4 of the building code is hereby amended to modify the following definition:

TYPE 3 WINERY CAVES. Natural or manmade caves used for the storage and/or processing of wine at a winery facility. Type 3 winery caves are accessible to the public on guided tours or by hosted events. Any cave or portion of a cave that exhibits any of the following is also considered to be a Type 3 cave:

1. Contains an area classified as a Group A occupancy.
2. Contains an area classified as other than Group F or S occupancy.
3. Is constructed or furnished with any amount of combustible materials not otherwise permitted in this section.

B. The following definitions are added to Section 446.4 of the building code:

HOSTED EVENTS. Any event held within the winery cave and attended by non-employees. This includes, but is not limited to: wine tasting; banquets; receptions; seminars; or any other event attended by people that are not employees of the winery. Hosted events are only allowed in caves or portions of caves that are Type 3.

TOURS. Whenever people who are not employees of the winery pass through or otherwise occupy a winery cave, for any purpose, including the tasting of wine. All tours must comply with 446.8.1 requirements for public tours.

15.12.070 Section 446.5—Permits.

Section 446.5 of the building code is hereby amended to read as follows:

446.5 Permits. Permits for the excavation, occupancy, construction, alteration, enlargement, or repair of Type 1, 2, and 3 winery caves, including all retaining walls, associated equipment, and facilities, shall be per Chapter 1 and Appendix J.

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15.12.080 Section 446.7.3—Noncombustible construction.

Section 446.7.3 is hereby added to the building code to read as follows:

446.7.3 Noncombustible construction: Type 1 and Type 2 winery caves must be constructed of noncombustible materials throughout.

Exception: Doors and other openings in exterior and interior walls and partitions may be made of combustible materials unless otherwise limited by this code.

15.12.090 Section 446.8.4—Noncombustible contents.

Section 446.8.4 is hereby added to the building code to read as follows:

446.8.4 Noncombustible contents. Contents of Type 1 and Type 2 winery caves shall not include combustible contents other than wine itself.

Exceptions:

1. Wooden barrels or tanks. Combustible storage vessels filled with wine, or to be filled with wine in the immediate future; may be empty as part of the wine processing and storage. Long term storage of empty wooden barrels or tanks is prohibited.
2. Wooden barrel supports that are constructed of at least 2-inch nominal dimension lumber.
3. Small quantities of combustible materials needed for immediate or frequent use in the processing and storage of wine, or to service and maintain restrooms, wine laboratories, or wine libraries, are allowed.

15.12.100 - Section 446.8.5—Prohibited equipment.

Section 446.8.5 is hereby added to the building code to read as follows:

446.8.5 Prohibited equipment. No hydrocarbon powered mechanized equipment shall be used within the wine cave. Powered equipment shall conform to the requirements of 2022 California Fire Code Section 4003.3.3.

15.12.110 Section 446.8.6—Hazardous materials storage.

Section 446.8.6 is hereby added to the building code to read as follows:

446.8.6 Hazardous materials storage. Only hazardous materials storage directly related to and essential for wine processing operations in the cave is allowed. Hazardous materials storage shall be maintained in compliance with Chapter 50 of the California Fire Code.

15.12.120 Section 446.8.7—Special requirements for Type 3 winery cave.

Section 446.8.7 is hereby added to the building code to read as follows:

446.8.7 Special requirements for Type 3 winery cave. Caves or portions of caves classified as Type 3 shall be provided with an automatic sprinkler system compliant with Section 903.

15.12.130 Section 446.10—Fire alarm systems.

Section 446.10 of the building code is hereby amended to read as follows:

446.10 Fire alarm systems. An approved manual fire alarm system conforming to the provisions of Section 907.2.1 shall be provided in:

1. Type 1 or Type 2 winery caves containing restrooms, wine laboratories, or wine libraries.
2. All Type 3 winery caves.

15.12.140 Reserved.

15.12.150 Section 446.16—Emergency communication.

Section 446.16 is hereby added to the building code to read as follows:

446.16 Emergency Communication. Emergency Responder Communication Coverage in accordance with 2022 California Fire Code Section 510 is required in all caves.

15.12.160 Automatic fire systems: Section 903.2—Where required; Section R~~313.1~~309.1—Townhouse automatic fire systems; Section R~~313.2~~309.2—One- and two-family dwellings automatic sprinkler systems.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during and after construction".

B. Section 903.2 of the building code is hereby amended to read as set forth in Section 903.2 of the fire code, as amended in Section 15.32.090 of this code.~~follows:~~

~~903.2 Where required. In addition to the requirements of section 903.2.1 through 903.2.12 and 903.2.14 through 903.2.21, an approved automatic fire sprinkler system shall be installed and maintained in all occupancies as follows:~~

~~1. Throughout all new buildings with a building area of 3,600 square feet or greater; or~~

~~2. Throughout all additions to buildings already provided with an automatic fire sprinkler system; or~~

~~3. Throughout the entire building when an addition or expansion of 50% or greater of the existing building area occurs within any three year period and the resulting building area exceeds 3,600 square feet total floor area; or~~

~~4. Throughout an entire building which exceeds 3,600 square feet in building area when repair of significant structural damage to the existing building area (caused by flood, fire or earthquake, for example) requires rebuilding of 50% of the building structure.~~

~~Exceptions:~~

~~1. Group R-3 occupancies built in accordance with paragraphs C and D below.~~

~~2. Detached structures accessory to Group R-3 not classified as a dwelling unit.~~

~~3. Buildings that are exclusively Group U - Agricultural Buildings as defined in Appendix C of the building code.~~

C. Section R~~313.2~~309.1 of the residential code is amended to read as follows:

R~~313.2~~309.1 Townhouse automatic fire sprinkler systems.
An automatic sprinkler system shall be installed in townhouses.

Exception: An Automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.

D. Section R~~313.2~~309.2 of the residential code is amended to read as follows:

R~~313.2~~309.2 One- and two-family dwellings automatic fire systems.
An automatic sprinkler system shall be installed in one- and two-family dwellings, guest cottages and detached structure containing sleeping rooms.

Exceptions:

1. An Automatic sprinkler system shall not be required where additions or alterations are made to existing buildings that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.
2. Accessory Dwelling Unit, provided that all of the following are met:
   2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.
   2.2. The existing primary residence does not have automatic fire sprinklers.
   2.3. The accessory detached dwelling unit does not exceed 1,200 square feet in size.
   2.4. The unit is on the same lot as the primary residence.

15.12.170 Reserved.

15.12.180 Section 907.1.6—False alarms.

Section 907.1.6 is hereby added to the building code to read as follows:

907.1.6 False alarms. A false alarm shall mean the receipt by the fire department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three false alarm calls in a 365 day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.12.190 Reserved.

15.12.200 Reserved.

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15.12.210 Reserved.

15.12.220 Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.

Section 1505.11, of the building code and Section R902.1.-3 of the residential code are hereby ~~amended~~ added to read in full as follows:

1505.11 and R902.1.3 All roof coverings shall be a minimum of Class A roof assemblies and roof coverings.

15.12.230 Wood burning devices.

All wood burning devices, including but not limited to fireplaces and wood stoves, permanently installed indoors in new construction or any remodel, shall comply with the requirements of the Bay Area Air Quality Management District's Regulation 6, Rule 3, as the same may be amended.

15.12.240 ~~Section R337.6.3—Ventilation openings on the underside of eaves and cornices.~~

~~Section R337.6.3 of the residential code is amended to read in full as follows:~~

~~R337.6.3 Ventilation openings on the underside of eaves and cornices. Vents shall not be installed on the underside of eaves and cornices.~~**Reserved.**

15.12.250 ~~Section R337.7.5—Open roof eaves.~~

~~Section R337.7.5 of the residential code is amended to read in full as follows:~~

~~R337.7.5 Open roof eaves. Unenclosed roof eaves shall not extend further than eighteen (18) inches from the exterior wall measured at the ninety (90) degree angle from the exterior wall. The exposed roof deck on the underside of unenclosed roof eaves shall consist of one of the following:~~

~~1. Noncombustible material.~~
~~2. Ignition-resistant material.~~
~~3. One layer of 5/8-inch Type X gypsum sheathing applied behind an exterior covering on the underside exterior of the roof deck.~~
~~4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the roof deck designed for exterior fire exposure including assemblies using the gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.~~

~~Exceptions: the following materials do not require protection:~~
~~1. Solid wood rafter tails on exposed underside of open roof eaves having a minimum nominal dimension of 2 inch (50.8 mm).~~
~~2. Solid wood blocking installed between rafter tails on the exposed underside of open roof eaves having a minimum nominal dimension of 2 inch (50.8 mm).~~
~~3. Gable end overhangs and roof assembly projections beyond an exterior wall other than at the lower end of the rafter tails.~~

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~~4. Fascia and other architectural trim boards.~~**Reserved.**

15.12.260 ~~Section 337.7.6 Enclosed roof eaves and roof eave soffits.~~

~~Section R337.7.6 of the residential code is amended to read as follows:~~

~~R337.7.6 Enclosed roof eaves and roof eave soffits. Enclosed roof eaves and roof eave soffits shall not extend further than eighteen (18) inches from the exterior wall measured at a ninety (90) degree angle from the exterior wall. The exposed underside of enclosed roof eaves having either a boxed-in roof eave soffit with a horizontal underside, or sloping rafter tails with an exterior covering applied to the underside of the rafter tails, shall be protected by one of the following:~~

~~1. Noncombustible material.~~
~~2. Ignition-resistant material.~~
~~3. One layer of 5/8-inch Type X gypsum sheathing applied behind an exterior covering on the underside exterior of the roof deck.~~
~~4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the roof deck designed for exterior fire exposure including assemblies using the gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.~~
~~5. Boxed-in roof eave soffit assemblies with a horizontal underside that meet the performance criteria in Section R337.7.10 when tested in accordance with the test procedures set forth in ASTM E2957.~~
~~6. Boxed-in roof eave soffit assemblies with a horizontal underside that meet the performance criteria in accordance with the test procedures set forth in SFM Standard 12-7A-3.~~

~~Exceptions: The following materials do not require protection:~~
~~1. Gable and overhangs and roof assembly projections beyond an exterior wall other than at the lower end of the rafter tails.~~
~~2. Fascia and other architectural trim boards.~~**Reserved.**

15.12.270 ~~Section R337.7.10 Underside of appendages.~~

~~Section R337.7.10 of the residential code is amended to read as follows:~~

~~R337.7.10 Underside of appendages. The underside of overhanging appendages, including without limitation, decks and balconies, shall be enclosed to grade in accordance with the requirements of this chapter or the underside of the exposed underfloor shall consist of one of the following:~~

~~1. Noncombustible material.~~
~~2. Ignition-resistant material.~~
~~3. One layer of 5/8" type X gypsum sheathing applied behind an exterior covering on the underside of the floor projection.~~
~~4. The exterior portion of a one hour fire resistive exterior wall assembly applied to the underside of the floor including assemblies using the gypsum panel and sheathing listed in the Gypsum Association Fire Resistance Design Manual.~~
~~5. The underside of the floor assembly that meets the performance criteria in accordance with the test procedures set forth in either of the following:~~

~~5.1 SFM Standard 12-7A-3; or~~
~~5.2 ASTM E2957.~~
~~6. Heavy timber construction, consisting of minimum 6x6 columns, 4x8 floor joists, 4x10 or 6x8 beams, 3x ledgers and 2x decking meeting the requirements of Section R337.9 of the California Residential Code.~~**Reserved.**

15.12.280 ~~Section R337.10.3.1—Accessory building requirements.~~
~~Section R337.10.3.1 of the residential code is amended to read as follows:~~

~~R337.10.3.1 Accessory building requirements. All accessory structures located less than 50 feet from an applicable building shall be constructed of noncombustible materials or ignition-resistant materials as described in section R337.4.2.~~**Reserved.**

15.12.290 ~~Section R337.10.3.2—Attached miscellaneous structure requirements.~~
~~Section R337.10.3.2 of the residential code is amended to read as follows:~~

~~R337.10.3.2 Attached miscellaneous structure requirements. Applicable miscellaneous structures, including without limitation, patio covers, trellises, and carports, that are attached to, or installed at a distance of less than three feet from, an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section R337.4.2.~~**Reserved.**

15.12.300 ~~Section R337.10.3.3—Detached miscellaneous structure requirements.~~
~~Section R337.10.3.3 of the residential code is amended to read as follows:~~

~~R337.10.3.3 Detached miscellaneous structure requirements. Applicable detached miscellaneous structures that are installed at a distance of more than three feet but less than 50 feet from an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section R337.4.3.~~**Reserved.**

SECTION 11: A new Chapter 15.13 (Wildland-Urban Interface Code) is added to the Napa County Code to read in full as follows:

Chapter 15.13

WILDLAND-URBAN INTERFACE CODE

Sections:

15.13.010 Adoption by reference.

15.13.010 Adoption by reference.

For the purpose of establishing proper regulations for building construction and to safeguard the public health, safety, and general welfare from the hazards of wildfire and to ensure the protection of life, property, and natural resources in areas designated as Wildland-Urban Interface (WUI), the 2025 Edition of the California Wildland-Urban Interface Code,

hereinafter referred to as "WUI code," which is based on the 2024 Edition of the Wildland-Urban Interface Code as adopted with modifications by the State of California as Title 24, Part 7 of the California Code of Regulations, is hereby adopted and made a part of this code by reference, subject to any modifications set forth in this chapter. This adoption by reference explicitly includes all provisions of the WUI Code and any locally applicable Fire Hazard Severity Zone maps or designations as defined and adopted by the Authority Having Jurisdiction (AHJ).

SECTION 12: Section 15.14.010 (Document adopted by reference.) of Chapter 15.14 (Green Building Standards, Solar Photovoltaic, and Small Residential Solar Energy Systems) of the Napa County Code is amended to read in full as follows:

15.14.010 Document adopted by reference.

For the purpose of establishing and encouraging sustainable building construction practices having a positive environmental impact the ~~2022~~ 2025 California Green Building Standards (CALGreen) Code, as adopted by the State of California as Title 24, Part 11 of the California Code of Regulations, including section A4.106.8.2.1, is adopted and made a part of this Napa County code by reference.

SECTION 13: Chapter 15.20 (Plumbing Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.20

PLUMBING CODE

Sections:

15.20.010 Document adopted by reference.
15.20.020 Modifications.
15.20.030 Section 1.8.8—Appeals board.
15.20.040 Permits—Expiration.
15.20.050 Expiration of plan review.
15.20.060 Definition of terms.
15.20.065 Section 609.1—Installation.
15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.
15.20.075 Section 1210.1.1—Cover requirements.

15.20.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and the installation of plumbing systems, the ~~2022~~ 2025 Edition of the California Plumbing Code, hereinafter referred to as "plumbing code," including Appendices A, B, and D, and I, which is based on the ~~2021~~ 2024 Edition of the Uniform Plumbing Code as adopted with modifications by

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the State of California as Title 24, Part 5 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.20.020 Modifications.

Each section of the plumbing code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section, and all modifications of Chapter 7, Part II of the plumbing code are set forth in Division II, Title 13 of the code rather than in this chapter.

15.20.030 Section 1.8.8—Appeals board.

The functions of a board of appeals for the plumbing code referred to in Section 1.8.8 shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.20.040 Permits—Expiration.

Section 104.4.3 of the plumbing code is amended to read as set forth in Section 15.04.070 of this code.

15.20.050 Expiration of plan review.

Section 104.3.3 of the plumbing code is amended to read as set forth in Section 15.04.060 of this code.

15.20.060 Definition of terms.

A. The definition of "authority having jurisdiction" in Section 203.0 of the plumbing code is amended to read in full as follows:

Authority Having Jurisdiction

The Authority Having Jurisdiction shall be the building division of the Napa County Department of Planning, Building and Environmental Services; except that for the issuing of permits, collection of fees and inspections in connection with public sewers, the Authority Having Jurisdiction shall be, within their respective jurisdictions, the Napa Sanitation District, the Napa County Department of Public Works (for the Napa Berryessa Resort Improvement District and the Lake Berryessa Resort Improvement District), the Spanish Flat Water District or the Circle Oaks Water District; and for the administration of the provisions of the plumbing code relating to individual and private sewage disposal systems as defined in Division II of Title 13 of the Napa County Code (other than Section 723 of the plumbing code), the Authority Having Jurisdiction shall be the Napa County director of planning, building and environmental services or the director's authorized designee.

B. The definition of "lot" in Section 214.0 of the plumbing code is amended to read as set forth in Section 17.02.320 of this code.

C. The definition of "private sewage disposal system" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.345 of this code.

D. The definition of "public sewer" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.350 of this code.

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E. The definition of "sewage" in Section 221.0 of the plumbing code is amended to read as set forth in Section 13.16.360 of this code.

15.20.065 Section 609.1—Installation.

Section 609.1 of the plumbing code is amended to read as set forth in full as follows:

609.1 Installation. Water piping shall be adequately supported in accordance with Table 313.3. Burred ends shall be reamed to the full bore of the pipe or tube. Changes in direction shall be made by the appropriate use of fittings, except that changes in direction in copper or copper alloy tubing shall be permitted to be made with bends, provided that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's instructions. Provisions shall be made for expansion in hot-water piping. Piping, equipment, appurtenances, and devices shall be installed in a workmanlike manner in accordance with the provisions and intent of the code. Building supply yard piping shall be not less than 12 inches (305 mm) below the average local frost depth. The cover shall be not less than 12 inches (305 mm) below finish grade. When water lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.

The provisions of Chapter 7, part II, "Building Sewers," of the plumbing code are incorporated, with modifications, into Division II, "Sewage Systems," of Title 13 of this code, with the corresponding plumbing code references noted therein, except that Section 723 of the plumbing code is adopted without modification by and under this chapter.

15.20.075 Section 1210.1.1—Cover requirements.

Section 1210.1.1 of the plumbing code is amended to read as set forth in full as follows:

Underground piping systems shall be installed with a minimum of 12 inches (305 mm of cover. The minimum cover shall be increased to 18 inches (457 mm) if external damage to the pipe or tubing from external forces is likely to result. Where a minimum of 12 inches (305 mm) of cover cannot be provided, the pipe shall be installed in conduit or bridged (shielded). [NFPA 54:7.1.2.1 – 7.1.2.1 ~~(A)~~(B)] When natural or liquefied petroleum gas (LPG) lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

SECTION 14: Chapter 15.24 (Mechanical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.24

MECHANICAL CODE

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Sections:

15.24.010 Document adopted by reference.
15.24.020 Modifications.
15.24.030 Sections 1.8.8 and 107.0—Board of appeals.
15.24.040 104.4.3—Permits—Expiration.
15.24.050 104.3.3—Expiration of plan review.

15.24.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of mechanical systems, the ~~2022~~ 2025 Edition of the California Mechanical Code, hereinafter referred to as "mechanical code," ~~including Appendices A, B, C and D,~~ which is based on the ~~2021~~ 2024 Edition of the Uniform Mechanical Code as adopted with modifications by the State of California as Title 24, Part 4 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.24.020 Modifications.

Each section of the mechanical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.24.030 Sections 1.8.8 and 107.0—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and ~~108~~ 107 of the mechanical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.24.040 104.4.3—Permits—Expiration.

Section 104.4.3 of the mechanical code is amended to read as set forth in Section 15.04.070 of this code.

15.24.050 104.3.3—Expiration of plan review.

Section 104.3.3 of the mechanical code is amended to read as set forth in Section 15.04.060 of this code.

SECTION 15: Chapter 15.28 (Electrical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.28

ELECTRICAL CODE

Sections:

15.28.010 Document adopted by reference.
15.28.020 Modifications.
15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.

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15.28.040 Section 80.2 Annex H—Chief electrical inspector.
15.28.050 Section 80.19(H) Annex H—Applications and extensions.
15.28.060 ~~Section~~ Article 225.32—Location.
15.28.070 Table 300.5—Minimum cover requirements.
15.28.080 ~~Section~~ Article 690.4—Installation.

15.28.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of electrical systems, the provisions of the ~~2022~~ 2025 Edition of the California Electrical Code, hereinafter referred to as "electrical code," including Annexes A through H, which is based upon the ~~2020~~ 2023 Edition of the National Electrical Code as adopted with modifications by the State of California as Title 24, Part 3 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.28.020 Modifications.

Each section of the electrical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.

The functions of a board of appeals referred to in Section 89.108.8 and the electrical board in Section 80.15 Annex H of the electrical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals or electrical board shall be created.

15.28.040 Section 80.2 Annex H—Chief electrical inspector.

For purposes of Section 80.2 Annex H of the electrical code, the building official is designated as the chief electrical inspector. The building official and that official's designees shall be responsible for the enforcement of this Chapter 15.28.

15.28.050 Section 80.19(H) Annex H—Applications and extensions.

For purposes of Section 80.19(H) Annex H of the electrical code, the time limitations for applications and expiration of permits shall be as provided in Sections 15.04.060 and 15.04.070 of this code.

15.28.060 ~~Section~~ Article 225.32—Location.

The first paragraph of ~~Section~~ Article 225.32 of the electrical code is amended to read as follows, and the listed exceptions following therein shall remain in effect:

225.32 Location. The disconnecting means shall be installed on the outside of the building or structure served or where the conductors pass through a building or structure and within sight for emergency and utility vehicles entering the property. The disconnecting means shall be at a readily accessible location nearest the point of entrance of the conductors. For the purposes of this section, the requirements in 230.6 shall be utilized.

15.28.070 Table 300.5—Minimum Cover Requirements.

Table 300.5 of the electrical code is amended by adding the following Note 6:

6. When electrical conductors are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.28.080 ~~Section~~ Article 690.4—Installation.

~~Section~~ Article 690.4 of the electrical code is hereby amended by adding the following subsection (I):

(I) Working Space. The requirements found in ~~Section~~ Article 110.26 for spaces about electrical equipment shall apply to inverters and other portions of a photovoltaic system likely to require examination, adjustment, servicing, or maintenance while energized.

SECTION 16: Chapter 15.29 (Energy Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.29

ENERGY CODE

Sections:

15.29.010 Document adopted by reference.
15.29.030 Options for homebuyers.
15.29.040 Definitions.
15.29.050 Electrical readiness for nonresidential structures.
15.29.060 Electrical readiness for single-family units.
15.29.070 Performance requirements for single-family units.
15.29.080 ~~Electric vehicle (EV) charging for new single-family units and duplexes.~~Reserved.
15.29.090 Electric readiness for multifamily units.
15.29.100 Performance requirements for multifamily units.

15.29.010 Document adopted by reference.

The 2022 Edition of the California Energy Code, adopted by the State of California as Title 24, Part 6 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.29.030 Options for homebuyers.

Section 100.0.(e).2.D is amended to read as follows:

D. Single-family buildings.

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i. Sections applicable. Sections 150.0 through 150.1 apply to newly constructed single-family buildings.
ii. Compliance approaches. In order to comply with Part 6, newly constructed single-family buildings must meet the requirements of:

a. Mandatory measures: The applicable provisions of Sections 110.0 through 110.10, and 150.0; and

b. Either:

(i) Performance approach: Sections 150.1(a) and (b); or

(ii) Prescriptive approach: Sections 150.1(a) and
Exception to Section 100.0(e)2Diib: Seasonally occupied agricultural housing limited by state or federal agency contract to occupancy not more than 180 in any calendar year.

(iii) Designers, builders, licensed contractors, professionals, or other owner designees of newly constructed single-family buildings shall provide all owners with the option of installing a stationary storage battery system and/or all-electric appliances.

15.29.040 Definitions.

Section 100.1.(b) is modified by adding the following definitions:

CERTIFIED ENERGY ANALYST is a person registered as a Certified Energy Analyst with the California Association of Building Energy Consultants as of the date of submission of a Certificate of Compliance as required under Section 10.103.

FREE-STANDING ACCESSORY DWELLING UNIT is a detached building that is not intended for sale separate from the primary residence, except pursuant to Government Code Sections 66340 et seq., on a lot that is zoned for single-family or multifamily use, located on the same lot as an existing dwelling, and does not exceed 1,200 square-feet of total floor area.

15.29.050 Electric readiness for nonresidential structures.

A new section 120.9.(d) is added to read as follows:

120.9(d) Where systems using gas are installed, dedicated circuits at the main building panel shall be provided with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.060 Electric readiness for single-family units.

The first two paragraphs of Section 150.0 are modified to read as follows:

SECTION 150.0 - MANDATORY FEATURES AND DEVICES
Single-family residential buildings shall comply with the applicable requirements of Sections 150(a) through 150.0(v).

NOTE: The requirements of Sections 150.0(a) through 150.0(v~~r~~) ~~and 150.0(t)3~~ apply to newly constructed buildings. Sections 150.2(a) and 150.2(b) specify which requirements of Sections 150.0(a) through 150.0(~~r~~v) also apply to additions or alterations.

Section 150.0.(t) is modified to read as follows:
(t) Heat Pump Space Heater Ready.

Systems using gas furnaces to serve individual dwelling units shall include the following:

1. A dedicated 240-volt branch circuit wiring shall be installed within 3 feet from the furnace and accessible to the furnace with no obstructions. The branch circuit conductors shall be rated at 30 amps minimum. The blank cover shall be identified as "240V ready". All electrical components shall be installed in accordance with the California Electrical Code.

2. The main electrical service panel shall have a reserved space to allow for the installation of a double pole circuit breaker for a future heat pump space heater installation. The reserved space shall be permanently marked as "For Future 240V use".

3. A designated exterior location for a future heat pump compressor unit with either a drain or natural drainage for condensate.

15.29.070 Performance requirements for single-family units.

A new section 150.1.(b).1.~~A~~ C is added to read as follows:

In addition, the total source energy (EDR1) of the Proposed Design Building shall be less than the EDR1 of the Standard Design building by a compliance margin of 13.

EXCEPTION 1 to Section 150.1(b)1.~~A~~C. A Free-Standing Accessory Dwelling Unit.

EXCEPTION 2 to Section 150.1(b)1.~~A~~C. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, compliance margin may be reduced by one point, but in no event shall be less than zero.

15.29.080 ~~Electric vehicle (EV) charging for new single-family units and duplexes.~~

~~A new section A4.106.8 is added to read as follows:~~

~~New construction of one- and two-family units, including townhouses, with attached garages shall comply with Section A4.106.8.a to facilitate the installation and use of EV ready spaces. Electric vehicle supply equipment (EVSE) shall comply with the California Electrical Code. The following requirements shall apply:~~

~~1. Tier 1 and Tier 2. For each dwelling unit, a dedicated 208/240-volt branch circuit shall be installed in the raceway required by Section 4.106.4.1. The branch circuit and associated overcurrent protective device shall be rated at 40 amperes minimum. Other electrical components, including a receptacle or blank cover, related to this section shall be installed in accordance with the California Electrical Code.~~

~~2. The service panel or subpanel circuit directory shall identify the overcurrent protective device designated for future EV charging purposes as "EV READY" in accordance with the California Electrical Code. The receptacle or blank cover shall be identified as "EV READY."~~ **Reserved.**

15.29.090 Electric readiness for multifamily units.

A new section 160.4.(g) is added to read as follows:

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Systems using gas water heaters that do not serve individual dwelling units shall include dedicated circuits at the main building panel with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.100 Performance requirements for multifamily units.

Section 170.1 is modified to read as follows:

SECTION 170.1 - PERFORMANCE APPROACH: ENERGY BUDGETS
A building complies with the performance approach if the TDV energy budget calculated for the Proposed Design Building under Subsection (b) is no greater than the TDV energy budget calculated for the Standard Design Building under Subsection (a). Additionally, the energy budget, expressed in terms of source energy, of a newly constructed low-rise multifamily building (less than four habitable stories) shall be at least ten percent (10%) lower than that of the Standard Design Building.

EXCEPTION 1 to Section 170.1. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, the compliance margin may be reduced to by one percentage point, but in no event shall be less than zero.

SECTION 17: Section 15.30.010 (Document adopted by reference.) of Chapter 15.30 (Historical Building Code) of the Napa County Code is amended to read in full as follows:

15.30.010 Document adopted by reference.

For the purpose of establishing proper regulations for the renovation of historical buildings the ~~2022~~ 2025 Edition of the California Historical Building Code, hereinafter referred to as "historical building code" adopted by the State of California as Title 24, Part 8 of the California Code of Regulations, is adopted and made a part of this Napa County code by reference.

SECTION 18: Chapter 15.32 (Fire Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.32

FIRE CODE

Sections:

15.32.010 Document adopted by reference.
15.32.020 Modifications.
15.32.030 Section 101.6—Application.
15.32.033 Section 104.7.2—Inspections.
15.32.035 Section 104.10—Fire investigations.
15.32.037 Section 105.3.1—Expiration.

15.32.040 Section 111—Means of appeals.
15.32.050 Section 112.4—Violation penalties.
15.32.060 Section 113.4—Failure to comply.
15.32.065 Section 307.6—Non-portable and Built-in fire pits.
15.32.070 Section 503.1—Where required.
15.32.073 Section 505.1—Address identification.
15.32.075 Section 507.5.7—Fire hydrant specifications and Fire Flow requirements.
15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.
15.32.080 Section 901.4.7.1—Access.
15.32.090 Section 903.2—Where required.
15.32.100 Section 903.2.8.1—Group R-3.
15.32.105 Section 903.4.3—Alarms.
15.32.110 Section 907.1.6—False alarms.
15.32.113 Section 907.6—Installation and monitoring.
15.32.115 Section 1205.5.1—Vegetation control.
15.32.117 Section 1207.1—Electrical energy storage systems (ESS).
15.32.120 Reserved.
15.32.130 Reserved.
15.32.140 Reserved.
15.32.150 ~~Section 4906.2—Application.~~Reserved.
15.32.160 ~~Section 4906.3—Requirements.~~Reserved.
15.32.170 ~~Section 4907.1—General.~~Reserved.
15.32.180 ~~Section 4907.2—Roadways.~~Reserved.
15.32.190 ~~Section 4907.5—Corrective actions.~~Reserved.
15.32.193 ~~Chapter 80—NFPA 13D-16, Section 7.6.~~Reserved.
15.32.195 ~~Chapter 80—NFPA 1142-17, Section 8.9.~~Reserved.
15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3, NFPA 13D-22, Section 7.5.6.3
15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.
15.32.210 Appendix C, Section C103.1—Hydrant spacing.
15.32.220 Reserved.
15.32.230 Reserved.
15.32.240 Reserved.
15.32.250 Reserved.
15.32.260 Reserved.
15.32.270 Reserved.

15.32.010 Document adopted by reference.

For the purpose of establishing proper regulations to safeguard the public health, safety and general welfare from the hazards of fire, the ~~2022~~ 2025 Edition of the California Fire Code, including Chapter 4, and Appendices B and C, hereinafter referred to as the "fire code," which is based on the ~~2021~~ 2024 International Fire Code adopted with modifications by the State of California as Title 24, Part 9 of the California Code of Regulations, is adopted and made part of

this code by reference, subject to the modifications set forth in this chapter. This adoption by reference explicitly includes Sections 104.7 and 104.7.1 of the ~~2022~~ 2025 Edition of the California Fire Code.

15.32.020 Modifications.

Each section of the fire code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.32.030 Section 101.6—Application.

Section 101.6 is added to Division II of Chapter 1 of the fire code to read as follows:

101.6 Application – Napa County. This code shall apply to all unincorporated areas of Napa County for the purpose of establishing minimum fire safety requirements for development in unincorporated Napa County.

Exception: Property located in unincorporated Napa County within the American Canyon Fire Protection District shall follow the ordinances adopted by that District.

15.32.033 Section 104.7.2—Inspections.

Section 104.7.2 of the fire code is amended to read as follows:

Section 104.7.2 Inspections. The fire code official shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each. Such records shall also include photographic documentation of the inspected conditions, where applicable, to support the findings and actions taken during the inspection.

15.32.035 Section 104.10—Fire investigations.

Section 104.10.2 of the fire code is added to read as follows:

Section 104.10.2 Investigations. The fire code official is authorized to conduct fire investigations and to document conditions as necessary. This includes the authority to take photographs, record video, or collect other forms of evidence during the course of an investigation, when deemed appropriate by the fire code official.

15.32.037 Section 105.3.1—Expiration.

Section 105.3.1 of the fire code is amended to read as follows:

Section 105.3.1 Permit validity, expiration, revocation, modification, and transferability.

A. Operational Permits.
Operational permits shall remain in effect until reissued, renewed, revoked, or for the period of time specified on the permit.

B. Construction Permits.
Fire-related permits shall follow the same permit expiration procedures established by the Napa County Building Division, as outlined in Section 15.04.070 – Expiration of permits.

C. Revocation of Permits.

The fire code official is authorized to revoke a permit issued under this code in any of the following circumstances:

1. The permit was issued in error or on the basis of incorrect, inaccurate, or incomplete information.
2. The permit holder violates any provision of the applicable fire code, municipal code, or conditions of the permit.
3. The permit is used for a location, operation, or activity other than that authorized by the permit.
4. The permit holder fails to comply with lawful orders issued by the fire code official.

D. Modification of Permits.

Any proposed modification to the scope, occupancy, use, or conditions of an issued permit shall be submitted to the fire code official for review. Modifications shall not be made without prior written approval, and may require the issuance of a new or amended permit at the discretion of the fire code official.

E. Non-Transferability of Permits.

Permits issued under this code are non-transferable. Any change in occupancy, operation, tenancy, or ownership shall require the issuance of a new permit.

15.32.040 Section 111—Means of appeals.

Section 111 of the fire code is amended to read as follows:

111. Means of appeals. The functions of the board of appeals referred to in Section 111 of the fire code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.32.050 Section 112.4—Violation of penalties.

Section 112.4 of the fire code is amended to read as follows:

112.4. Violation penalties. Persons who violate a provision of this code or fail to comply with any approved construction documents or directives of the fire marshal or marshal's authorized designee, or conditions of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by law.

15.32.060 Section 113.4—Failure to comply.

Section 113.4 of the fire code is amended to read as follows:

113.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as prescribed by law.

15.32.065 Section 307.6—Non-Portable and built-in fire pits.

Section 307.6 is added to read in full as follows:

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307.6.1 General.
This section applies to all exterior non-portable or built-in fire pits, including those constructed as part of landscaping features, outdoor kitchens, or permanent fire features, whether fueled by wood or non-wood sources.

307.6.2 Location.

1. Non-Wood Burning Fire Pits.
   Non-wood burning fire pits, including those fueled by natural gas, propane, or other approved clean-burning fuels, shall be located a minimum of 15 feet from any combustible material or combustible construction.
2. Wood-Burning Fire Pits.
   Fire pits designed to burn wood or other solid fuels shall be located at a minimum of 25 feet from any combustible material or combustible construction.

307.6.3 Use and Maintenance.

1. Fire pits shall be installed and operated in accordance with the manufacturer's instructions and all applicable provisions of the California Fire Code and the California Building Code.
2. Fire pits shall not be used during periods of high fire danger, red flag warnings, or when otherwise prohibited by the fire code official.
3. A responsible adult shall be present at all times when a fire pit is in use. Fires shall be fully extinguished after use.
4. A readily available method of fire extinguishment, such as a garden hose, portable fire extinguisher, or bucket of sand, shall be maintained in close proximity during use.

307.6.4 Authority to Enforce.
The fire code official is authorized to require the immediate cessation of use, modification, or removal of any fire pit deemed to be unsafe, improperly maintained, or not in compliance with this section.

15.32.070 Section 503.1—Where required.

Section 503.1 of the fire code is amended to read in full as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and the Napa County Road and Street Standards.

15.32.073 Section 505.1—Address identification.

Section 505.1 of the fire code is amended to read in full as follows:

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters.

Numbers shall not be spelled out. Each character shall not be less than 6 inches (152 mm) high with a minimum stroke width of ¾ inch (19 mm), except that for one- or two-family dwellings, each character shall not be less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

15.32.075 Section 507.5.7—Fire hydrant specifications and fire flow requirements.

A new section 507.5.7 is added to the fire code to read in full as follows:

507.5.7 Fire Hydrant Specifications and Fire Flow Requirements. Fire hydrant size, ~~and~~ outlets configuration, and performance standards shall comply ~~shall be in accordance~~ with the Napa County Fire Development Guidelines or as approved by the fire code official.

15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.

Section 604.6.3 is deleted and replaced in its entirety with the following:

604.6.3.1 Shunt Trip Prohibited
Shunt trip devices shall not be installed in elevator systems.

604.6.3.2 Alternative Requirements in Sprinklered Buildings.
Where elevator hoistways and/or elevator machine rooms containing elevator control equipment are located within buildings equipped with automatic fire sprinkler systems, the following shall apply in lieu of shunt trip devices:

1. Fire-Resistive Construction.
   Elevator machine rooms shall be enclosed with fire-resistive construction having a fire-resistance rating equal to that of the hoistway. Where the hoistway is non-rated, the machine room shall be enclosed with fire barriers having a minimum one-hour fire-resistance rating in accordance with California Building Code section 707.
2. Prohibited Sprinkler Locations.
   Automatic fire sprinklers shall not be installed:
   a. At the top of the elevator hoistway; and
   b. Within the elevator machine room.
3. Elevator Shutdown Devices.
   Means for automatic elevator power shutdown (shunt trip) shall not be installed.

15.32.080 Section 901.4.7.1—Access.

Section 901.4.7.1 of the fire code is amended to read in full as follows:

901.4.7.1 Access. Commercial automatic sprinkler system risers, fire pumps, and controllers shall be readily accessible from the exterior of the building. Where located in a fire pump room or automatic sprinkler riser room, the door shall be permitted to be locked provided the key is available at all times on site.

15.32.090 Section 903.2—Where required.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during, and after construction".

B. Section 903.2 of the fire code is amended to read in full as follows:

903.2 Where Required. In addition to the requirements of Sections 903.2.1 through 903.2.12 and 903.2.14 through 903.2.21, an approved automatic fire sprinkler system shall be installed and maintained in all occupancies as follows:

1. Throughout all new buildings with a building area of ~~3,600~~1,000 square feet or greater; or

2. Throughout all additions to buildings already provided with an automatic fire sprinkler system; or

3. ~~Throughout the entire building when an addition or expansion of 50% or greater of the existing building area occurs within any three-year period and the resulting building area exceeds 3,600 square feet total floor area;~~Throughout the entire building when:

   a. The addition or expansion equals or exceeds 50% of the existing building area, within any 3-year period; and

   b. The resulting total building area exceeds 1,000 square feet; or

4. Throughout an entire building which exceeds ~~3,600~~1,000 square feet in building area when repair of significant structural damage to the existing building area (caused by fire, flood, or earthquake, for example) requires rebuilding of 50% of the building structure.

5. When the scope of work involves the alteration or removal of any existing structural framing that meets or exceeds fifty percent (50%) or greater of the linear footage of exterior walls, cumulative within a 3-year period.

Exceptions:

1. ~~Group R-3 along with Group U garages or carports that are attached to and accessory to the R-3 occupancy built in accordance with Section 15.12.160.~~

2. ~~Detached structures accessory to Group R-3 not classified as a dwelling unit.~~Detached Group U structures accessory to a non-sprinklered Group R-3 single-family residence, including but not limited to pool houses, workshops, private garages, and similar structures, shall not be required to be sprinklered, provided all of the following conditions are met:

   a. The new structure is detached from the main residence.

   b. The total floor area of the structure is less than 1,000 square feet.

   c. The structure is not intended for use as a dwelling unit or for sleeping purposes.

   For the purposes of this section, "dwelling unit" shall be defined as a building or portion thereof providing complete independent living facilities, including provisions for sleeping, cooking, and sanitation, consistent with the California Residential Code.

23. Buildings that are exclusively Group U – Agricultural Buildings as defined in Appendix C of the building code.

15.32.100 Section 903.2.8.1—Group R-3

Section 903.2.8.1 of the fire code is amended to read in full as follows:

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies and shall be provided throughout all one- and two-family dwellings, or guest cottages, regardless of square footage in accordance with the California Residential Code. An automatic sprinkler system shall be installed in all mobile homes, manufactured homes, and multi-family manufactured homes with two or more dwelling units in accordance with Title 25 of the California Code of Regulations.

15.32.105 Section 903.4.3—Alarms

Section 903.4.3 is added to the fire code to read as follows:

903.4.3 Alarms. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

15.32.110 Section 907.1.6—False alarms.

Section 907.1.6 of the fire code is added to read as follows:

907.1.6 False Alarms. A false alarm shall mean the receipt by the Fire Department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three (3) false alarm calls in a 365-day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.32.113 Section 907.6—Installation and monitoring.

Section 907.6.1.2 of the fire code is added to read as follows:

1. Wiring Installation.
   All fire alarm system wiring shall be installed in metallic conduit or approved raceways per the California Electrical Code (CEC) and NFPA 72 (2025).
2. Prohibited Wiring.
   Armored cable (Type AC) and other non-approved cable types are not permitted for fire alarm wiring unless approved by the Napa County Fire Marshal and Electrical Inspector.
3. Conduit Sizing and Support.
   Conduits shall comply with CEC Chapter 9 conduit fill limitations to ensure proper installation and maintenance. Conduits shall be installed using approved hangers and

supports, with spacing in accordance with the requirements of the California Electrical Code (CEC) Article 358.30 and the manufacturer's recommendations. Under no circumstances shall any other wiring or cabling be attached to, or supported by, the conduit.

4. Wire Specifications.
   Wiring shall be copper conductors with insulation and ratings per CEC and NFPA 72. Wire type, size, and number of conductors must be shown on all shop drawings and floor plans.
5. Approval and Documentation.
   All plans must include wiring details and conduit fill calculations. Any deviations require prior approval by Napa County Fire and Electrical officials.

15.32.115 Section 1205.5.1—Vegetation control.

Section 1205.5.1 of the fire code is amended to read in the full as follows:

1205.5.1 Vegetation Control. A clear, brush-free area of 10 feet (3048 mm) shall be required around the perimeter of the ground-mounted photovoltaic arrays. A noncombustible base of gravel or a noncombustible base, approved by the fire code official, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations.

15.32.117 Section 1207.1—Electrical Energy Storage Systems (ESS)

Section 1207.1 of the fire code is amended to read in full as follows:

1207.1 Electrical Energy Storage Systems (ESS). ESS in Group R-3 and R-4 occupancies including accessory Group U structures, shall comply with Section 1207.11

15.32.120 Reserved.

15.32.130 Reserved.

15.32.140 Reserved.

15.32.150 ~~Section 4906.2 Application.~~

~~Section 4906.2 of the fire code is amended to read as follows:~~

~~**4906.2 Application. Buildings and structures located within unincorporated Napa County shall maintain the hazardous vegetation and fuel management requirements.**~~**Reserved.**

15.32.160 ~~Section 4906.3 Requirements.~~

~~A new subsection (5) is added to Section 4906.3 of the fire code is to read as follows:~~

~~**5. Napa County Code, Chapter 8.36 (Fire Protection - Fire Hazard Abatement).**~~
Reserved.

15.32.170 ~~Section 4907.1 General.~~

~~Section 4907.1 of the fire code is amended to read as follows:~~

~~4907.1 General. Defensible space will be maintained around all buildings and structures within all areas of unincorporated Napa County as required by Public Resources Code Section 4290, 4291; Title 14 California Code of Regulations Section 1270; and Chapter 8.36 of the Napa County Code.~~**Reserved.**

15.32.180 ~~Section 4907.2—Roadways.~~

~~Section 4907.4 is added to the fire code to read as follows:~~

~~4907.4 Roadways. The fire code official is authorized to cause areas within 10 feet on each side of portions of all roads, driveways and fire department access roads which are improved, designed or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth.~~

~~Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover provided they do not form a means of readily transmitting fire.~~ **Reserved**

15.32.190 ~~Section 4907.5—Corrective actions.~~

~~Section 4907.5 is added to the fire code to read as follows:~~

~~4907.5 Corrective Actions. The fire code official is authorized to give notice to the owner of the property upon which conditions regulated by Section 4907.1 exist to correct such conditions. If the owner fails to correct such conditions, the fire code official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.~~ **Reserved.**

15.32.193 ~~Chapter 80—NFPA 13D-16, Section 7.6.~~

~~NFPA 13D-16, Section 7.6 is amended to read in full as follows:~~

~~7.6 A local waterflow alarm shall be provided on all sprinkler systems on the exterior of the home within 10 feet of the riser location, or as approved by the fire code official.~~ **Reserved.**

15.32.195 ~~Chapter 80—NFPA 1142-17, Section 8.9.~~

~~NFPA 1142-17, Section 8.9 is added to Chapter 80 of the fire code, to read in full as follows:~~

~~8.9 Wet Draft Hydrants. When the stored water level supplying a dry hydrant is at an elevation lower than the dry hydrant outlet, the dry section of the draft hydrant shall be plumbed to a second water source, such that the draft hydrant pipe shall remain full of water in accordance with the following provisions:~~

~~1. A means (such as a check valve) shall be provided to prevent the added water from flowing into the storage vessel.~~

~~2. Cross-contamination protection in accordance with the 2022 California Plumbing Code Section 602.2 shall be provided for plan review and inspection by the Napa County Building Division.~~**Reserved.**

15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3.

Chapter 80 – NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3 is amended to read in full as follows:

The following practices shall be observed when installing residential sprinklers unless higher expected ambient temperatures require a higher temperature rating:

(6) Sprinklers in unconditioned garages shall be of intermediate temperature classification or higher.

15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.

A new section B105.4 is added to Appendix B of the fire code to read as follows:

B105.4 Fire flow and water supply for parcels not served by municipal water supply. For parcels not served by a municipal water supply, NFPA 1142-~~17~~22, Chapter 4 shall be used to calculate minimum water storage requirements for fire flow. ~~Where a reduction in fire flow is granted to a parcel in tables B105.1 and B105.2 due to an automatic sprinkler system, the same reduction shall apply, except where prohibited by NFPA 1142.17, Section 4.2.2.~~ The Napa County Fire Marshal's Office permits a 25% reduction in required water storage if the subject building or structure is equipped with an NFPA 13, NFPA 13D, or NFPA 13R fire sprinkler system.

Exceptions:
Reductions in required water supply are not provided for structures located in High or Very High Severity Zones.

15.32.210 Appendix C, Section C103.1—Hydrant spacing.

Section C103.1 of Appendix C of the fire code is amended to read in full as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with the ~~County of Napa~~Napa County Development Guidelines or as approved by the fire code official.

15.32.220 Reserved.

15.32.230 Reserved.

15.32.240 Reserved.

15.32.250 Reserved.

15.32.260 Reserved.

15.32.270 Reserved.

SECTION 19: Section 15.35.010 (Document adopted by reference.) of Chapter 15.35 (Existing Building Code) of the Napa County Code is amended to read in full as follows:

15.35.010 Document adopted by reference.

The ~~2022~~ 2025 California Existing Building Code, hereinafter referred to as "existing building code" which is based on the ~~2021~~ 2024 International Existing Building Code, adopted with modifications by the State of California as Title 24, Part 10 of the California Code of Regulations, is adopted and made a part of this Napa County Code by reference.

SECTION 20: Section 15.48.010 (Documents adopted by reference.) of Chapter 15.48 (Public Swimming Pools—Operating Permits) of the Napa County Code is amended to read in full as follows:

15.48.010 Documents adopted by reference.

For the purpose of establishing proper regulations for public swimming pools, the following regulations are adopted and made a part of this code by reference, and hereinafter collectively referred to as "public swimming pool code":

A. Chapter 31B of the ~~2022~~ 2025 Edition of the California Building Code, as adopted by the State of California in Title 24, Part 2 of the California Code of Regulations.

B. Chapter 20 (commencing with Section 65501) of Division 4 of Title 22 of the California Code of Regulations.

C. Article 5 (commencing with Section 116025) of Chapter 5 of Part 10 of Division 104 of the California Health and Safety Code.

SECTION 21: The Board finds that the adoption of this ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 8 ("Actions by Regulatory Agencies for Protection of the Environment") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15308]. Additionally, the proposed action is not a project as defined by 14 California Code of Regulations section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 22: 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

DRAFT

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

SECTION 24: 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 PAGE INTENTIONALLY LEFT BLANK]

DRAFT

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 18th day of November, 2025, and a public hearing was held at a regular meeting of the Napa County Board of Supervisors, State of California, on the 9th day of December, 2025, where the Ordinance was adopted 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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel By: _____ Code Services Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

FV Project ID 13110057

DRAFT

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1910

TO: Board of Supervisors

FROM: Brian D. Bordona - Director, Planning, Building, and Environmental Services

REPORT BY: Michael Parker - Planning Manager

SUBJECT: Budget Amendment and Approval of Amendment No. 2 to Agreement No. 190093B with LAK Associates, LLC.

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 190093B with LAK Associates LLC to extend the term of the agreement to June 30, 2026 to provide professional planning services for processing Use Permit project applications; and approve a Budget Amendment. (Fiscal Impact: $25,000 Revenue and Expense; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On August 15, 2018, the County of Napa entered into an agreement with LAK Associates LLC for professional planning services and environmental analysis related to the processing of use permit applications. Under the original agreement, the maximum compensation was set at $65,000 per fiscal year. In March of 2021, the Board of Supervisors approved Amendment No. 1 to extend the term of the original agreement to accommodate ongoing and future planning and environmental review work.

LAK Associates has been working on the use permit applications for E&P Technology, Building A&B, located within the South County Business Park (use permit applications P22-00307 and P22-00308). The project was presented to the Napa County Planning Commission in November 2024; however, the item was continued to a date uncertain due to the receipt of comments raising concerns about the biological resources and transportation sections of the project's Mitigated Negative Declaration (MND).

County staff initially anticipated bringing the project back before the Planning Commission in Spring 2025, well before the expiration of the agreement with LAK Associates on June 30, 2025. However, due to the complexity of addressing the feedback and expanding the environmental analysis, the project has not yet been rescheduled for a hearing.

Since the Planning Commission's decision to continue the item, the County Planner and LAK Associates have been working closely with the project applicant and their consultant team to adequately address the comments and provide a more comprehensive analysis of biological resources and transportation. This work is critical for ensuring that the environmental review is thorough and meets the required regulatory standards.

The agreement with LAK Associates expired on June 30, 2025. During the Fiscal Year 2026 budget process, management did not anticipate the need to extend the agreement, as it was erroneously assumed that the project would have been resolved by that time. Given that the project was continued to a date uncertain, and that work on the project is ongoing, it would be inefficient and counterproductive to discontinue the agreement with LAK Associates.

Therefore, staff recommends amending the agreement with LAK Associates to extend the term through June 30, 2026. This extension would allow LAK Associates to continue their work on the environmental analysis without interruption. Lastly, it would allow the department to process an invoice received by LAK Associates for work done after June 30th.

Importantly, the amendment would not result in an increase in the maximum compensation amount, which remains at $65,000 per fiscal year. All costs associated with the agreement are offset by an equal amount of revenue received from the applicant, making this agreement fiscally neutral to the County budget.

Given the ongoing collaboration between LAK Associates, the applicant, and their consultants since 2022, it is in the best interest of all parties involved to maintain continuity of service and avoid the disruption that could arise from transitioning to a different consultant or staff planner. Extending the agreement ensures that the project remains on track and that the environmental review is completed to the necessary standards. Currently, with support from LAK Associates, staff anticipates bringing the project back to the Planning Commission for a final decision in December 2025 or January 2026.

The Director of Planning, Building and Environmental Services recommends approval of the amendment to extend the agreement with LAK Associates through June 30, 2026, with no increase in the maximum compensation.

Today's requested action is to (4/5 votes required):

1. Approve a Budget Amendment increase appropriations by $25,000 in Consulting Services (Fund 1000, Subdivision 1700000, Account 52310) offset by an increase in revenue appropriations of $25,000 in Planning Permits (Fund 1000, Subdivision 1700000, Account 42350); and

2. Approve and authorize Amendment No. 2 to Agreement No. 190093B with LAK Associates LLC to extend the term of the agreement to June 30, 2026, with an optional automatic renewal not to exceed two additional years.

FISCAL IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? No
Is it Mandatory or Discretionary? Discretionary
Discretionary Justification: This amendment is needed to pay a past due invoice and to continue environmental work on the project application.
Is the general fund affected? Yes
Future fiscal impact: Staff do not foresee this agreement continuing into future fiscal years; if it does, the agreement will be included in future fiscal year budget buildout.
Consequences if not approved: The department will be unable to pay a past due invoice to LAK Associates, LLC and work on the existing application will halt until internal staff can find sufficient time to work on environmental analysis of the proposed project.
Strategic Initiative: Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 190093B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 190093B is made and entered into in Napa County, California, this ____ day of _____, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and LAK Associates, LLC; whose address is PO Box 7043, Corte Madera, CA 99476, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190093B (the "Agreement") on August 15, 2018, to provide professional planning services required for processing Use Permit project applications as required by the County of Napa Planning Department; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 1 to the Agreement on March 25, 2021, for the purposes of extending the Term; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to further extend the term.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

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

    1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2025, 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 of omission 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. Except as provided in paragraph 1 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the 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).

LAK ASSOICATES, LLC

By _____
Sean Kennings, Partner

"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	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Laura J. Anderson (e-sign)* _____ Deputy County Counsel Date: October 7, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1810

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Agreement with Daniel B. Peters, dba Summit Center

RECOMMENDATION

Approve and authorize Agreement No. 260160B with Daniel B. Peters, Ph.D, a Psychological Corporation doing business as "Summit Center" to conduct targeted diagnostic evaluations for youth. (Fiscal Impact: $87,000 Expense, General Fund, Budgeted, Discretionary)

BACKGROUND

The consultant's services include a targeted evaluation model, designed to assess neurodevelopmental, academic, social, emotional, and other processing concerns in selected probation youth. The consultant's approach is intentionally comprehensive yet streamlined to ensure evaluations are clinically informative and practically relevant for case planning, intervention recommendations, and court proceedings. The consultant's team brings extensive expertise in working with youth populations impacted by trauma, learning differences, and behavioral health challenges.

The scope of this particular assessment model provides a foundational profile of the youth's emotional and social development and neurocognitive profile. The consultant shall identify clinical and cognitive concerns impacting functioning and clarify diagnoses to guide intervention and service delivery. The findings will allow for planning and collaboration in recommending appropriate county and/or school-based supports.

Dr. Daniel Peters has knowledge, expertise and has personally worked with Probation's Juvenile Hall as a Mental Health clinician. In addition, he has worked with ALDEA, a non-profit providing current treatment services to Probation youth. Dr. Peters and his team are uniquely qualified to provide a skillset and team of experts to provide comprehensive services immediately to Probation's Skyline Academy youth.

This Agreement is paid by a State funding source, Juvenile Justice Realignment Block Grant (SB 823). The maximum contract amount is $100,000 each fiscal year. Probation anticipates an $87,000 expense this fiscal year.

Requested Action:

Approve and authorize Agreement No. 260160B with Daniel B. Peters, Ph.D, a Psychological Corporation doing business as "Summit Center" for the term November 18, 2025 through June 30, 2028.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Psychological stabilization provides support and intervention to youth in a mental health crisis.
Is the general fund affected?	Yes
Future fiscal impact:	Subsequent fiscal years will be budgeted accordingly. State funding is available to offset contracted services.
Consequences if not approved:	Probation does not have the credentials or resources to perform psychological stabilization for Juvenile Hall youth in a mental health crisis.
Additional Information	This item aligns with the County's strategic initiative to Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260160B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 18th day of November, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Daniel B. Peters, PH.D, A Psychological Corporation doing business as "Summit Center"; whose address is 700 Ygnacio Valley Rd., Ste. 320, Walnut Creek, CA 94596, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services to conduct targeted diagnostic evaluations for youth referred by County.

B. Consultant was selected to provide professional services without a competitive process due to exigent circumstances for the need of psychological services primarily focusing on immediate stabilization, safety and well-being of juvenile youth. Consultant is uniquely qualified with their skill set, expertise, knowledge and experience with County's Juvenile Hall mental health services, and their team of experts.

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 through June 30, 2028.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

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

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

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of ONE HUNDRED 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 provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records, with the exception of testing protocols which cannot be released due to test security, 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.

Probation Administration Manager	Dr. Dan Peters, Ph.D
Napa County Probation	Summit Center
212 Walnut Street	700 Ygnacio Valley Rd. Ste 320
Napa, CA 94559	Walnut Creek, CA 94596

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).

Daniel B. Peters, PhD, A Psychological Corporation
(dba SUMMIT CENTER)

By _____
Dr. Dan Peters, Ph.D, President

By _____
Elizabeth Peters, Secretary

NAPA COUNTY, a political subdivision of the State of California

By _____
Anne Cottrell, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Douglas Parker (via e-sign)* Deputy County Counsel Date: October 10, 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 SERVICES

I. Description of Goods and/or Services

Consultant services includes a targeted evaluation model, which is designed to assess neurodevelopmental, academic, social, emotional, and other processing concerns in selected probation youth. Consultant approach is intentionally comprehensive yet streamlined to ensure evaluations are both clinically informative and practically relevant for case planning, intervention recommendations, and court proceedings. Consultant's team brings extensive expertise in working with youth populations impacted by trauma, learning differences, and behavioral health challenges.

Consultant is committed to providing timely, strengths-based, and evidence-informed evaluations that support County's mission of rehabilitative care.

Objectives
Consultant aims to conduct targeted diagnostic evaluations for youth referred by County Probation. These evaluations are designed to determine or rule out the presence of:

- Neurocognitive processing issues (e.g., attention challenges, executive functioning concerns)
- Specific Learning Disorders
- Social Processing Disorders
- Social and emotional regulation challenges

The scope of this particular assessment model shall provide a foundational profile of the youth's emotional and social development and neurocognitive profile. Consultant shall identify clinical and cognitive concerns impacting functioning and clarify diagnoses to guide intervention and service delivery. The findings will allow for planning and collaboration in recommending appropriate county and/or school-based supports.

Report and Deliverables
A comprehensive written evaluation report shall be submitted to the individual's court appointed legal guardian (as identified by County Probation) and County within 5–6 weeks after the final testing session is completed or once all required report measures have been completed. The report shall include:

- Diagnostic impressions
- Functional limitations
- Supporting test results and interpretation
- Strengths and areas for support
- Recommendations for services and supports

Test Administration Format and Duration

- Total Sessions: Approximately four (4) testing sessions
- Session Duration: 3 hours per session
- Total Testing Time: Approximately 12 hours
- Optional Assessments: Included only as clinically indicated and as mutually agreed by County and Consultant

The evaluation is targeted and time-limited. If additional needs are identified beyond the current scope, further testing shall be recommended and outlined in the report. While collateral and consultation services beyond the initial and one post-evaluation meeting were not originally included in the evaluation scope, Consultant proposes consideration of such when clinically necessary in support of the client's treatment planning. In certain cases, obtaining input from family members, caregivers, or other involved professionals can provide essential context and improve the accuracy and usefulness of treatment planning. When such services are requested during the course of evaluation, they should be considered a valuable addition to support more informed, effective recommendations, especially for individuals with complex needs under County's supervision.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Service	Approximate Length of Service	Professional Fees	
		Licensed Psychologist	Director
Initial Consultation	1 hour	$350/hour	$375/hour
Require Testing Sessions *Approximately four (4) sessions/youth. Each session is approximately three (3) hours each*	12 hours	$300/hour	$325/hour
Additional Social Processing *As mutually agreed by County & Consultant*	1 hour	$300/hour	$325/hour
Scoring and Data Analysis	6 hours	$300/hour	$325/hour
Targeted Comprehensive Diagnostic Report	12 hours	$300/hour	$325/hour
Post-Evaluation Consultation	1 hour	$300/hour	$325/hour
Travel to County and Related Administrative Tasks to perform Services	10 hours	$300/hour	$325/hour
Mileage - Travel To/From County		Reimbursement based on actual miles traveled and IRS Mileage Rate for the year	

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1577

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Award of Construction Contract to EIDIM Group, Inc. dba EIDIM AV Technology of Fullerton, California in the amount of $154,290 and Budget Amendment for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38

RECOMMENDATION

Reject the low bid from Creation Networks, Inc as non-responsive; award a construction contract to the EIDIM Group, Inc. dba EIDIM AV Technology of Fullerton, California in the amount of $154,290 for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38; and approve a Budget Amendment. (Fiscal Impact: $70,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Health and Human Services Agency (HHSA) South Campus Building A conference rooms-Madrone (Room 238), Willow (Room 239), and Oak (Room 240)-are heavily used spaces that also serve as a backup boardroom for the Napa County Board of Supervisors. Since the County acquired the building, it has been clear that the existing audio-visual (AV) system is no longer adequate. The current equipment, installed in 1993, is obsolete, unsupported, and cannot be repaired. Replacing only the existing equipment without upgrades was considered but ultimately dismissed due to the risk of non-compliance with ADA accessibility standards and Brown Act requirements. The proposed AV improvements will bring the rooms up to modern standards for meetings and trainings.

On July 22, 2025, the Board of Supervisors approved the creation of the project as well as a budget transfer of $189,000 in HHSA available funds for the design and installation of the project. On October 7, the Board of Supervisors approved the plans and specifications for bidding.

Bids were received and opened on November 6, 2025. The bid results are attached for reference.

Creation Networks, Inc was the original apparent lowest bidder. Creation Networks, Inc, however, indicated their intention to, but did not in fact, submit a bid bond through Surety2000. No cash or check payment or hard

copy of the bid bond was received by the time of bidding. Per the instructions to bidders:

> "Bidders shall deliver bid security in an amount equal to at least 10% of the total bid amount to the Public Works Department prior to the bid opening… If sufficient bid security is not received prior to the bid opening either via Surety2000 or by physical delivery to 1195 Third Street, Suite 101, CA 94559, the associated bid shall be deemed incomplete and therefore non-responsive."

Deeming the apparent low bid to be non-responsive, staff recommends awarding the contract to the lowest responsive bidder, EIDIM Group, Inc. dba EIDIM AV Technology of Fullerton, CA, (EIDIM) in the amount of $154,290. The total project cost is $258,363, including design phase funds previously approved; the request today is for $70,000. Approval of the requested actions today will initiate construction. It is not anticipated that this project will cross into next fiscal year. Construction is anticipated to occur in Winter 2025-2026.

EIDIM is not a local vendor, however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible 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 "A Notice of Invitation to Bid" to the local construction community.

Requested Actions:

1. Reject the bid from Creation Networks, Inc;
2. Award of construction contract for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38 to EIDIM Group, Inc. dba EIDIM AV Technology of Fullerton, California for their low base bid of $154,290; and
3. Approve a Budget Amendment for the following (4/5 vote required):
    a. Increase Intrafund Transfers Out appropriations by $70,000 in the Capital Improvement Projects Fund (Fund 3000, Sub-Division 3000000, Account 57900) offset by use of its available fund balance to transfer to Project 25012; and
    b. Increase Engineer Services appropriations by $70,000 (Fund 3000, Sub-Division 3000504, Project 25012, Account 52145) offset by an Intrafund transfer-in revenue from the Capital Improvement Projects Fund.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? No
Is it Mandatory or Discretionary? Discretionary
Discretionary Justification: Approval is necessary to begin the construction work.
Is the general fund affected? No
Future fiscal impact: The project is expected to complete within Fiscal Year 2026.
Consequences if not approved: The work will not proceed to design and the needed AV improvements will be deferred.
Additional Information: Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Pursuant to California Code of Regulations, title 14, sections 15022 and 15268 (State CEQA Guidelines), issuance/approval of the following permits in the County shall be conclusively presumed to be ministerially exempt from the requirements of CEQA and thus preparation of an environmental document is not required: Building and Related permits (1) Building and related permits, including driveways up to 300 feet (e.g. demolition, plumbing, electrical, solar panels). As noted in the project description this project involves interior building improvements and will not impact the outside of the building or the building envelope, will not result in the need for the removal of any trees, will not require any grading and will not change the underlying existing use of the facility, as such due to this the project is ministerially exempt from the requirements of CEQA and preparation of an environmental document is not required.

Low Voltage AV South Campus HHSA Conference Rooms Project, PW 24-38
Bid Opening: 11/6/2025

BIDS RECEIVED

1	Bidder:	Creation Networks, Inc	
	Base Bid:	$148,771.00	Excluded as Non-Responsive
2	Bidder:	EIDIM Group, Inc. dba EIDIM AV Technology	
	Base Bid:	$154,290.31	
3	Bidder:	Deco Tech Systems Inc.	
	Base Bid:	$189,219.82	
4	Bidder:	Conti LLC	
	Base Bid:	$195,333.00	
5	Bidder:	W. Bradley Electric, LLC	
	Base Bid:	$199,594.00	
6	Bidder:	VMI INC	
	Base Bid:	$217,888.14	
7	Bidder:	PCD	
	Base Bid:	$248,878.00	

Low Voltage AV South Campus HHSA Conference Rooms Project, PW 24-38
Board of Supervisors meeting date: 11/18/2025

BIDDING PHASE

Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Construction	$154,290	$0	$154,290	$0	0%	$154,290
Contingency	$38,573	$24,363	$14,210	$0	0%	$14,210
Design Consultants	$14,500	$0	$14,500	$11,600	80%	$2,900
Engineering & Administration	$25,000	$19,000	$6,000	$5,350	89%	$650
Construction Mngmt	$26,000	$26,000	$0	$0	N/A	$0
TOTAL	**$258,363**	**$69,363**	**$189,000**	**$16,950**	**9%**	**$172,050**

OK

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1761

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Graham Wadsworth, P. E., Engineering Supervisor

SUBJECT: Amendment with Kimley-Horn to provide consultant services for the Napa Valley Vine Trail - Yountville through St. Helena Project, RDS 23-19.

RECOMMENDATION

Approve and authorize Amendment No. 6 to Agreement No. 240200B with Kimley-Horn, with no change to maximum compensation or term, to provide consultant services to revise the plans and environmental studies for the Bale Slough crossing for the Napa Valley Vine Trail segment from Yountville through St. Helena. (No Fiscal Impact)

BACKGROUND

The proposed project (Project) is to design and construct the Napa Valley Vine Trail (NVVT) adjacent to Highway 29 between California Drive or Madison Street in Yountville and Pratt Avenue in St. Helena. The Project would reduce greenhouse gas emissions and enhance accessibility and connectivity by promoting the use of transit, biking, and walking. The Project would also provide safe routes to schools, jobs, services, and recreation.

Approximately eight of the ten miles of the proposed NVVT are in the unincorporated County, with the remaining sections within the City of St. Helena and Town of Yountville. In 2022, Congressman Thompson included $4 million of Community Project Funding (CPF) in the federal fiscal year 2023-2024 Budget for the planning, engineering, and environmental work of over 10 miles of Class I and Class III multiuse path between the existing paths in Yountville and St. Helena. On September 12, 2023, the Board approved a $714,000 Funding Agreement with the Napa Valley Vine Trail Coalition (NVVTC) to reimburse the County for the design and environmental documents.

Based on the value engineering analysis of the 35% design estimate and alignment refinements, the total project cost could be $50 million. With federal and state grants, Napa County, the NVVTC, and the City of St. Helena are required to provide a “local match” of at least 20% of the Project application amount. The NVVTC committed $5 million and the City of St. Helena verbally committed $900,000 for the Project.

On November 7, 2023, the Board of Supervisors approved Agreement No. 240200B with Kimley- Horn to complete the Project Initiation Document (PID) and Project Approval and Environmental Document (PA&ED) Phases of the Project (Tasks 1 through 7).

On January 9, 2024, the Board approved Amendment No. 1 to Agreement No. 240200B with Kimley-Horn to create right of way plat maps showing necessary easements for the Project (part of Task 9). On April 9, 2024, the Board approved Amendment No. 2 to support preparing a Safe Streets and Roads for All (SS4A) grant application, collect bicycle and pedestrian counts for grant applications, value engineer the cost estimate, perform additional utility mapping, and prepare alternatives exhibits for use in discussions with property owners along the Vine Trail. On May 24, 2024, the Board approved Amendment No. 3 to support preparing a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) instead of a Mitigated Negative Declaration (MND).

On September 10, 2024, the Board approved Amendment No. 4 to support preparing an Active Transportation Infrastructure Investment Program (ATIIP) grant application, analyzing three alternative alignments along Highway 29 in the EIR, designing additional railroad crossings, and preparing the 65% design.

On May 20, 2025, the Board approved Amendment 5 that includes moving part of the budget for the 65% plans, specifications and estimate (Task 10) to complete additional engineering and environmental studies, and change the National Environmental Policy Act (NEPA) document from a Categorical Exemption to an Environmental Assessment (EA) to analyze the Locally Preferred Alternative and Alternative Alignment 4. Since the NEPA EA requires expanded studies, Kimley Horn staff proposed additional scope and fee that would be offset by a reduction in scope and fee for Task 10.

During meetings with Caltrans staff to discuss the project design, Caltrans staff raised concerns about maintaining the triple-box culverts that carries water in Bale Slough under Highway 29. The current plan is to construct a bridge over Bale Slough, which is approximately 600 feet south of Mee Lane. Caltrans removes sediment deposits in the box culverts after most winters, and the bridge would block access for cleaning the box culverts.

Caltrans, Kimley Horn, and Napa County staff recommend the option to extend the box culverts to the east, widen Highway 29 to the east, construct the Vine Trail and concrete barrier over the west end of the existing box culverts, and restripe Highway 29. Removing the bridge from the Project will reduce the construction cost by approximately $400,000. Kimley Horn staff submitted an amendment proposal to revise the design plans and environmental documents for this change at no additional cost to the County. To keep the amendment cost-neutral, the proposal shifts the budget for the Final Environmental Document (Task 7) and budgets for two subconsultants performing work across multiple tasks to the budgets for Data Collection (Task 2), Engineering Studies and Project Report (Task 4), and Environmental Studies and Draft Environmental Documents (Task 5). Before proceeding with the final environmental documents, staff will ask the Board to approve an amendment with funding for Task 7.

Staff recommends that the Board approve Amendment No. 6 to Agreement No. 240200B with Kimley-Horn to provide consultant services to revise the plans and environmental studies for the Bale Slough crossing.

Recommended Action:

Approve and authorize Amendment No. 6 to Agreement No. 240200B with Kimley-Horn for the Napa Valley Vine Trail segment from Yountville through St. Helena.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approving the amendment would authorize Kimley-Horn staff to prepare additional engineering and environmental studies for the Bale Slough crossing to include in the NEPA EA and CEQA EIR.
Is the general fund affected?	No
Future fiscal impact:	The services provided with Amendment 6 will continue in fiscal year 2026-27. Funding for final environmental documents will be needed in the future.
Consequences if not approved:	The County will not provide additional engineering and environmental studies for the Bale Slough crossing and Kimley Horn staff would investigate other options for Caltrans approval.
Additional Information	In 2022, Congressman Thompson included $4 million of Community Project Funding (CPF) in the federal fiscal year 2023-2024 budget to complete the planning, engineering, and environmental work for the Project. On November 7, 2023, the Board approved a budget amendment to transfer $2.5 million from the Accumulated Capital Outlay (ACO) budget to Project 24012. On September 10, 2024, the Board approved a budget amendment to transfer $2,214,000 from the Capital Improvement Fund (CIF) budget to Project 24012. The CIF will be reimbursed in full as CPF and NVVTC funding is received. **Strategic Initiative**: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. The proposed action merely approves entering into agreement to conduct detailed design for a potential future trail, which will only be constructed if funding is available, full CEQA review is conducted, and the trail is approved by all required public agencies. The County has not committed to approving this section of the Vine Trail or any potential Vine Trail alignment, or any other specific project that may result in a potentially significant physical impact on the environment.

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AMENDMENT NO. 6 TO

NAPA COUNTY AGREEMENT NO. 240200B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 6 TO AGREEMENT NO. 240200B (Amendment No. 6) is made and entered into as of this 18th day of November, 2025, by and between NAPA COUNTY, a political subdivision of the State of California (COUNTY) and Kimley-Horn and Associates, Inc., a North Carolina Corporation whose business address is 2121 S. El Camino Real, Suite 550, San Mateo, CA 94430, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR are collectively referred to in this Amendment No. 6 as "Parties."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 240200B (Agreement) on November 7, 2023, for CONTRACTOR to prepare environmental and bid documents, assist with right-of-way acquisition, and provide other professional services related to a segment between Yountville and St. Helena of the Napa Valley Vine Trail (Vine Trial), a cycling and pedestrian pathway; and

WHEREAS, the services to be provided by CONTRACTOR are divided into twelve tasks, only the first seven of which (Task Nos. 1-7) are funded and authorized by COUNTY to commence; and

WHEREAS, the Parties amended the Agreement on December 28, 2023, to allow CONTRACTOR to prepare plat maps, for use in discussions with property owners about obtaining access for the Vine Trail, work which is currently included in Task No. 9; and

WHEREAS, the Parties amended the Agreement on April 9, 2024, to allow CONTRACTOR to support preparing a Safe Streets and Roads for All grant application, collect bicycle and pedestrian counts for grant applications, value engineer the cost estimate, perform additional utility mapping, and prepare alternatives exhibits for use in discussions with property owners along the Vine Trail; and

WHEREAS, the Parties amended the Agreement on May 24, 2024, with a budget increase of $178,111.68 to allow CONTRACTOR to support preparing an environmental impact report (EIR) for the Project instead of the mitigated negative declaration (MND) in the Agreement; and

WHEREAS, the Parties amended the Agreement on September 10, 2024, to allow CONTRACTOR to support preparation of an Active Transportation Infrastructure Investment Program (ATIIP) grant application, perform additional traffic data collection and property boundary work, participate in stakeholder meetings, expand the Natural Environment Study and wetland survey for an alternative alignment, revise the Area of Potential Effect Map to comply

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with new Caltrans requirements, design additional railroad crossings, and prepare the 65% plans, specifications and estimate (Task 10); and

WHEREAS, the Parties amended the Agreement on May 20, 2025, to allow CONTRACTOR move part of the budget for the 65% plans, specifications and estimate (Task 10) to complete additional engineering and environmental studies, and change the NEPA document from a Categorical Exclusion (CE) to an Environmental Assessment (EA) to include Alternative Alignment 4 (mostly Tasks 4, 5 and 6); and

WHEREAS, the Parties desire to amend the Agreement to allow CONTRACTOR move the budget for the Final Environmental Document (Task 7) and the budgets for two subconsultants performing work across multiple tasks to the budgets for Data Collection (Task 2), Engineering Studies and Project Report (Task 4), and Environmental Studies and Draft Environmental Documents (Task 5) in support of design and environmental studies related to a scope change at the Bale Slough crossing; and

WHEREAS, this amendment will not increase the Maximum Amount of the Agreement or extend the Agreement's term; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to update the scope of work and move the compensation rates between tasks.

TERMS

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend Agreement No. 240200B as follows:

1. Paragraph 2 "Scope of Work" is hereby amended to read in full as follows:

> **Scope of Work.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A," Exhibit "A-1," Exhibit "A-2," Exhibit "A-3," Exhibit "A-4" and Exhibit "A-5" attached hereto, in accordance with the RFP and CONTRACTOR's proposal, incorporated by reference herein. Because the funds necessary to complete the project have not been secured, the Scope of Services for this Agreement currently consists only of Tasks 1 through 6 as set forth in CONTRACTOR's proposal, excluding any optional tasks, preparation of the plat maps described in Task 9, preparation of an EIR, preparation of the 65% PS&E in Task 10, and additional grant support in Task 12. COUNTY and CONTRACTOR intend to amend this Agreement to add the remaining tasks as funding for the services becomes available. CONTRACTOR shall perform the services in accordance with the "schedule of work" set forth in CONTRACTOR's proposal, as adjusted by the dates COUNTY and CONTRACTOR amend the Agreement to add the remaining tasks in CONTRACTOR's proposal.

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2. Paragraph 3 "Compensation" 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 hourly billing rates set forth in Exhibit "B," Exhibit "B-1," Exhibit "B-2," Exhibit "B-3," Exhibit "B-4" and Exhibit "B-5" attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B," Exhibit "B-1," Exhibit "B-2," Exhibit "B-3," Exhibit "B-4," and Exhibit "B-5."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed FOUR MILLION, ONE HUNDRED AND EIGHTY THOUSAND, SIX HUNDRED AND TWENTY-EIGHT DOLLARS AND FIFTY CENTS ($4,180,628.50), consisting of FOUR MILLION, NINETY-ONE THOUSAND, NINE HUNDRED AND NINETY-THREE DOLLARS AND FIFTY-ONE CENTS ($4,091,993.51) for Tasks 1 through 6, the plat maps described in Task 9, and the 65% design in Task 10, and EIGHTY-EIGHT THOUSAND, SIX HUNDRED AND THIRTY-FOUR DOLLARS AND NINETY-NINE CENTS ($88,634.99) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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

3. This Amendment No. 6 represents all the changes to the Agreement agreed to by the parties. No other 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. 6 shall remain in full force and effect.

4. This Amendment No. 6 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]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 to Napa County Agreement 240200B as of the date written on the first page of this Amendment.

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: Michael L. Mowery C8A5B0C74CCB4AA...
MIKE MOWERY
Sr. Vice President

By: Signed by: John Pulliam 21C0A49EFE2E415...
JOHN PULLIAM, Assistant Secretary

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: October 31, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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This amendment includes scope of services related to supporting the change in approach to crossing Bale Slough and additional traffic analysis requested by the County.

The previous alignment included a stand-alone bridge to the west of the existing Bale Slough triple box culvert which carries SR 29 over Bale Slough. The revised approach consists of widening the existing triple box culvert to the east to allow the highway to be shifted east and provide room on the west end of the existing box culverts for the trail to cross Bale Slough.

The changes to existing tasks, and new tasks, are described below. This amendment does not represent or contain original scope of services as modified through the previous amendments.

This amendment will be funded by transferring funds from other tasks already approved and under contract. The scope of work associated with those unfunded or underfunded tasks will be modified or not performed until such time as additional funding is provided via a future amendment. The budget total for Amendment 6 is a transfer of $126,776.94 from other tasks in the agreement and amendments.

Budget and scope changes to fund this amendment are as follows:

- Task 7 - Final Environmental Document: $ 43,862.15 (entire Task 7 budget)
- Subconsultant ARWS: $ 50,000
- Subconsultant VSCE: $ 32,914.79

TASK 2 – DATA COLLECTION

TASK 2.3.2 – Additional Supplemental Surveys (Bale Slough)

Our subconsultant RSA+ will survey the area shown below in blue, including identifying the location of the right-of-way. RSA+ will complete a topographic survey of the area between SR 29 and the Caltrans right-of-way that was not previously surveyed, the driveway at 1750 State Highway 29 (APN 030-100-020) to 100 feet east of SR 29, the drainage ditch on the east side of SR 29 to 50 feet east of the drainage ditch, and 100 feet of Bale Slough downstream of SR 29.

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Task 2.3.2 Deliverables

- Updated base map with resolved right-of-way

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TASK 4 – ENGINEERING STUDIES AND PROJECT REPORT

TASK 4.1.2 – Additional Traffic Studies (6 Intersections and Alt 4)

Kimley-Horn will review and provide additional support to the Vine Trail Coalition team to address public comments at six (6) additional intersections as follows:

Study Intersections:

1. SR 29/Zinfandel Lane
2. SR 29, Rutherford Road
3. SR 29/Oakville Cross Road
4. SR 29/Oakville Grade Road
5. SR 29/Dwyer Road
6. SR 29/Madison Street

Kimley-Horn will prepare a separate memo summarizing intersection LOS, delay and queue length for Weekday AM/PM and weekend results from our previous analysis. We will review and summarize the Vision Zero information that the Coalition provided to us to identify these intersections' deficiencies. We will propose qualitative discussion to address public concerns and address circulation for vehicles, bikes, and pedestrians.

Our scope includes a meeting to discuss the existing and project opening year conditions and share the findings with the Coalition and the County.

Based on input received from the draft, we will prepare and submit a final memo.

In addition, Kimley-Horn will draft a traffic memo for submittal to Caltrans that discusses the challenges with the trail crossing of SR 29 at the north end of Alternative 4. The memo will include a qualitative discussion of the safety and operational challenges of this SR 29 crossing.

We will submit the draft memo for review by the County, and we assume one round of revisions prior to submittal of the memo to Caltrans.

Task 4.2.1 Deliverables

- Draft and final traffic memo (6 intersections)
- Draft and final memo for Alternative 4 crossing

TASK 4.3.15 – Hydrology and Hydraulic Analysis (Bale Slough)

Based on the preliminary Vine Trail modified Bale Slough crossing design (which spans from north of Rutherford Road at station 327+00± to station 350+50±), RSA$^+$ will prepare a hydrology and hydraulics study to determine the approximate pre-project roadside ditch receiving stormwater flow and capacity, which will be used as the basis for the design of the ditch modifications. These studies will be incorporated into a preliminary drainage report. RSA$^+$ will also determine the stormwater catchment area for the ditch and provide potential ditch geometry and sections for Kimley Horn's consideration. RSA$^+$ will also coordinate and work with River Focus, the hydrology consultant who will be preforming the flood modeling for Bale Slough.

Our subconsultant River Focus will perform a hydraulic modeling and flood & sediment impact assessment to support this task. The purpose of this study is to evaluate the hydraulic impacts of the

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proposed Vine Trail crossing of Bale Slough near the Bear Creek confluence. The study will use two-dimensional SRH-2D modeling to assess existing and proposed conditions, including water surface elevations, flood depths, velocities, shear stresses, and potential for upstream aggradation. Findings will guide design refinements to prevent adverse impacts to flooding or sediment transport.

Bale Slough crosses beneath State Highway 29 in Napa County near its confluence with Bear Creek and resulting downstream to the Napa River. The slough originates in the western hills near Bear Canyon and flows eastward across the valley floor. Based on the Zone "A" designation for Bale Slough, FEMA has not studied this watercourse in detail, and no peak flows or hydrographs are available in the FEMA Flood Insurance Study. The Napa County Flood Control & Water Conservation District has been implementing the Bale Slough–Bear Creek Restoration Project, with the proposed Vine Trail Bridge located immediately downstream of Segment C of the restoration project. At the Highway 29 crossing, Bale Slough is conveyed through culverts beneath the roadway, with a parallel railroad bridge located immediately upstream. The Vine Trail crossing is planned between the railroad and highway bridges, with the current proposed option involving extension of the highway culverts in the downstream / northeast direction.

River Focus's work will include:

Data Collection and Review
River Focus will obtain and review the best available topographic data, aerial photography, Napa County Flood Control & Water Conservation District restoration project documentation, and Vine Trail project design plans.

A site reconnaissance will be conducted to document channel and floodplain geometry, estimate hydraulic roughness, confirm culvert configurations, and identify any evidence of sediment deposition, aggradation, or bank erosion.

Hydrologic Analysis/Modeling
River Focus will develop a two-dimensional (2-D) hydraulic model using SRH-2D within the SMS interface. The model domain will include Bale Slough near the Bear Creek confluence, the proposed Vine Trail crossing, and the adjacent highway and railroad bridges.

The model will be based on available LiDAR, survey data, and prior 1-D HEC-RAS model geometry and results. Simulations will be performed for existing conditions and for the proposed culvert extension.

The model will compute water surface elevations, flood depths, flow velocities, and shear stresses. Proposed-condition scenarios will be analyzed to evaluate design modifications if adverse impacts are identified.

Up to 3 model iterations/revisions for proposed conditions will be included. A detailed model QC review will also be performed, and model comments will be addressed.

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Sediment Transport / Aggradation Assessment
A full scour analysis is not anticipated given the scope of a culvert extension; however, River Focus will evaluate whether the proposed project increases aggradation or otherwise impacts sediment conditions upstream of the culvert. The assessment will use SRH-2D model results (flow distribution, velocity, and shear stress) to qualitatively assess deposition potential, supported by engineering judgment and reference to available restoration project documents. Findings will focus on whether the proposed culvert extension may cause upstream aggradation significant enough to affect channel performance or require design modifications.

Our scope assumes:
· No sediment sampling, full scour analysis, or sediment transport modeling will be performed.
· Aggradation will be assessed qualitatively using velocity and shear stress outputs.

Study Report
River Focus will prepare a draft Hydraulic Study Report describing model setup, assumptions, parameters, and results. The report will document whether the proposed crossing is expected to increase upstream flooding or aggradation potential and will identify alternatives if impacts occur. Comments from Napa County and other reviewers will be addressed, and a final report will be prepared.

Deliverables:
· Draft Hydraulic Study Report
· Final Hydraulic Study Report

Our scope assumes:
· The report will be submitted digitally (no hard copies are anticipated).
· Survey or LiDAR data will be provided by others.
· River Focus will evaluate riverine flooding only (not local storm drainage).

Project Meetings and Coordination
River Focus will coordinate closely with Kimley-Horn and RSA+ during this study and will answer questions for Napa County when requested. River Focus personnel will participate in Teams and/or Zoom meetings, as needed.

TASK 5 - ENVIRONMENTAL STUDIES AND DRAFT ENVIRONMENTAL DOCUMENTS

TASK 5.2.3.1 – Natural Environment Study Revisions (Bale Slough)
Our subconsultant LSA will review the updated ADI boundary for the Bale Slough design change and update the Natural Environmental Study (NES) and Jurisdictional Delineation accordingly. The updated NES will include the revised BSA mapping/figures and the revised jurisdictional delineation along Bale Slough (including the tributary drainage channel that flows parallel to the northeast side of SR 29). This cost estimate assumes that no additional changes to the ADI or project design will occur.

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LSA

CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

October 27, 2025

Taylor Blanford, AICP
Kimley-Horn
1300 Clay Street, Suite 900
Oakland, California 94612

Subject: Contract Amendment for the Bale Slough Change
Napa Valley Vine Trail Yountville through St. Helena Project, Napa County

Dear Ms. Blanford:

Per the request from Napa County, LSA is pleased to submit this contract amendment to include the Bale Slough Change in the Natural Environment Study (NES) and Jurisdictional Delineation (JD) prepared for the above-referenced project. This proposal is based on our e-mail and telephone correspondence with you and the project information you sent to us on August 1, 2025, as well as LSA's familiarity with the project site and experience at preparing NES and JD documents.

SCOPE OF WORK

LSA will review the updated Area of Direct Impact (ADI) boundary (provided on August 1, 2025) for the Bale Slough change and update the NES and JD accordingly. The updated NES will include the revised Biological Study Area (BSA) mapping/figures and the revised JD along Bale Slough (including the tributary drainage channel that flows parallel to the northeast side of State Route 29).

ASSUMPTIONS

This contract amendment assumes that no additional changes to the ADI or project design will occur.

BUDGET

LSA will conduct this work on a time plus expenses basis for an amount not to exceed $21,150 for the above-mentioned tasks. Additional services, if required, will be provided upon your request on a time plus expenses basis. If these terms are acceptable, you may authorize this work by providing your own form of authorization.

Please contact me at 510-376-5704 or at dan.sidle@lsa.net or Ross A. Dobberteen, Ph.D., Principal-in-Charge at ross.dobberteen@lsa.net or at 510-236-6810 if you have any questions or require additional information.

Sincerely,

LSA Associates, Inc.

Dan Sidle
Associate/Senior Biologist

Ross A. Dobberteen, Ph.D.
Principal

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October 2, 2025

Kimley Horn and Associates, Inc.
Attn: Michael Mowery
2121 S. El Camino Real, Suite 550
San Mateo, CA 94403

c/o: John Pulliam and Emily Mohney
John.Pulliam@kimley-horn.com
Emily.Mohney@kimley-horn.com

RE: Vine Trail Yountville to St. Helena
Addendum #3 (#4123047.0)

Dear Michael:

The purpose of this letter is to provide a revised third addendum to our original Agreement dated November 13, 2023. The amended scope of services and associated fees are as follows:

A. Consultant agrees to perform the following additional scope of services:

2.5 **Supplemental Topographic Survey and Boundary.** RSA+ is proposing to survey the area shown on the attached exhibit including identifying the location of the right-of-way. RSA+ will complete a topographic survey of the area between SR 29 and the Caltrans right-of-way that was not previously surveyed, the driveway at 1750 State Highway 29 (APN 030-100-020) to 100 feet east of SR 29, the drainage ditch on the east side of SR 29 to 50 feet east of the drainage ditch, and 100 feet of Bale Slough downstream of SR 29.

4.3 **Engineering Studies.** Based on the preliminary Vine Trail modified Bale Slough crossing design (which spans from north of Rutherford Road at station 327+00± to station 350+50±) prepared by Kimley Horn, RSA+ will prepare a hydrology and hydraulics study to determine the approximate pre-project roadside ditch receiving stormwater flow and capacity, which will be used as the basis for the design of the ditch modifications. These studies will be incorporated into a preliminary drainage report. RSA+ will also determine the stormwater catchment area for the ditch and provide potential ditch geometry and sections for Kimley Horn's consideration. RSA+ will also coordinate and work with River Focus, the hydrology consultant who will be preforming the flood modeling for Bale Slough.

Our budget allows for completion of this work over a period of six (6) weeks following after the supplemental topography has been collected and assumes no significant changes to the alignment. The budget also allows for two (2) design coordination meetings with Caltrans to review the project design and it assumes only one (1) round of comments.

B. Not included in this scope of services:

1. Grading design or plans.

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2. Topographic Survey except as specifically detailed in Task 2.5. Contours if shown outside this area, will be per Napa County GIS and should be considered approximate and not be used as a basis for design.
3. Boundary Survey. Property Lines are per Napa County GIS and should not be used for property owner negotiations.
4. Utility Locates and obtaining markings by topographic survey.
5. Structural design of any and all bridge structures, drainage features, barriers, and retaining walls.
6. Drainage design for any and all drainage crossings.
7. Coordination with agencies outside of the Vine Trail, Napa County, City of St. Helena, and Town of Yountville.
8. River or stream bank improvements.
9. Floodway Mitigation Evaluation. It is assumed that the improvements will not encroach into any mapped FEMA floodway.
10. Joint trench, electric, gas, CATV, or telephone design.

Amended Fee

We will provide these services on a "Time and Materials" (T&M) fee basis as follows:

Task 2.5 Supplemental Topographic Survey & Boundary (T&M) $65,000 Original Fee
$15,000 Add'l Fee*
$80,000* Total Fee

Task 4.3 Engineering Studies (T&M) $39,608.41 Original Fee
$15,000 Add'l Fee*
$54,608.41* Total Fee

* Estimate of fee for this task. Actual fee will be based on required effort to complete task.

Please sign in the space provided below to indicate your concurrence with this third addendum to our original Agreement. Please feel free to call should you have any questions.

Sincerely,

Signed by:
Jeremy Sill
8183A377D2FF446...

Jeremy Sill, PE
Associate Principal
RCE 73257

Agreed: **Kimley Horn and Associates, Inc.**

_____

by: Michael Mowery Date

MY/bs
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Scope of Work

Vine Trail at Bale Slough, Napa County, CA

Hydraulic Modeling and Flood & Sediment Impact Assessment

RIVER FOCUS
WATER RESOURCE CONSULTANTS

This scope of work was prepared by River Focus, Inc., at the request of Kimley-Horn and RSA+ for the County of Napa. The purpose of this study is to evaluate the hydraulic impacts of the proposed Vine Trail crossing of Bale Slough near the Bear Creek confluence. The study will use two-dimensional SRH-2D modeling to assess existing and proposed conditions, including water surface elevations, flood depths, velocities, shear stresses, and potential for upstream aggradation. Findings will guide design refinements to prevent adverse impacts to flooding or sediment transport.



Figure 1. Aerial view of project location at Bale Slough crossing under State Highway 29, Napa County, California. Bale Slough flows west to east, draining from Bear Canyon toward the Napa River. (Source: Google Earth, 2025)

Bale Slough crosses beneath State Highway 29 in Napa County near its confluence with Bear Creek and resulting downstream to the Napa River. The slough originates in the western hills near Bear Canyon and flows eastward across the valley floor. Based on the Zone “A” designation for Bale Slough, FEMA has not studied this watercourse in detail, and no peak flows or hydrographs are available in the FEMA Flood Insurance Study. The Napa County Flood Control & Water Conservation District has been implementing the Bale Slough–Bear Creek Restoration Project, with the proposed Vine Trail Bridge located immediately downstream of Segment C of the restoration project. At the Highway 29 crossing, Bale Slough is conveyed through culverts beneath the roadway, with a parallel railroad bridge located immediately upstream. The Vine Trail crossing is planned between the railroad and highway bridges, with the current proposed option involving extension of the highway culverts in the upstream direction.

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Task 1. Data Collection and Review

River Focus will obtain and review the best available topographic data, aerial photography, Napa County Flood Control & Water Conservation District restoration project documentation, and Vine Trail project design plans.

A site reconnaissance will be conducted to document channel and floodplain geometry, estimate hydraulic roughness, confirm culvert configurations, and identify any evidence of sediment deposition, aggradation, or bank erosion.

Task 2. Hydrologic Analysis/Modeling

River Focus will develop a two-dimensional (2-D) hydraulic model using SRH-2D within the SMS interface. The model domain will include Bale Slough near the Bear Creek confluence, the proposed Vine Trail crossing, and the adjacent highway and railroad bridges.

The model will be based on available LiDAR, survey data, and prior 1-D HEC-RAS model geometry and results. Simulations will be performed for existing conditions and for the proposed culvert extension.

The model will compute water surface elevations, flood depths, flow velocities, and shear stresses. Proposed-condition scenarios will be analyzed to evaluate design modifications if adverse impacts are identified.

Up to 3 model iterations/revisions for proposed conditions will be included. A detailed model QC review will also be performed, and model comments will be addressed.

Task 3. Sediment Transport / Aggradation Assessment

A full scour analysis is not anticipated given the scope of a culvert extension; however, River Focus will evaluate whether the proposed project increases aggradation or otherwise impacts sediment conditions upstream of the culvert. The assessment will use SRH-2D model results (flow distribution, velocity, and shear stress) to qualitatively assess deposition potential, supported by engineering judgment and reference to available restoration project documents. Findings will focus on whether the proposed culvert extension may cause upstream aggradation significant enough to affect channel performance or require design modifications.

Assumptions:

- No sediment sampling, full scour analysis, or sediment transport modeling will be performed.
- Aggradation will be assessed qualitatively using velocity and shear stress outputs.

Task 4. Study Report

River Focus will prepare a draft Hydraulic Study Report describing model setup, assumptions, parameters, and results. The report will document whether the proposed crossing is expected to increase upstream flooding or aggradation potential and will identify alternatives if impacts occur. Comments from Napa County and other reviewers will be addressed, and a final report will be prepared.

Deliverables:

- Draft Hydraulic Study Report
- Final Hydraulic Study Report

Docusign Envelope ID: 1D71C0FD-2872-4038-8AD8-4E44D2CC4AAB

Assumptions:

- The report will be submitted digitally (no hard copies are anticipated).
- Survey or LiDAR data will be provided by others.
- River Focus will evaluate riverine flooding only (not local storm drainage).

Task 5. Project Meetings and Coordination

River Focus will coordinate closely with Kimley-Horn and RSA+ during this study and will answer questions for Napa County when requested. River Focus personnel will participate in MS Teams and/or Zoom meetings, as needed.

Project Schedule

The project schedule will be determined by Kimley-Horn and/or RSA+. River Focus will work closely with Kimley-Horn and RSA+ to meet all project deadlines.

Docusign Envelope ID: 1D71C0FD-2872-4038-8AD8-4E44D2CC4AAB

RIVER FOCUS
WATER RESOURCE CONSULTANTS

TIME & MATERIALS (T&M) COST ESTIMATE
Vine Trail at Bale Slough, Napa County, CA
2-D Hydraulic Modeling and Flood & Sediment Impact Assessment

		Project Manager	Senior Hydraulic Modeler	Water Resources Engineer	Admin/ Clerical	Hours	Labor Price
	Labor Category						
	Hourly Billing Rate	$193.89	$192.57	$124.56	$71.31		
Task #	Task Name/Description						
1	**Data Collection and Review**						
(a)	Obtain/review topo, inspection reports, restoration project documents and design plans	1		2		3	$ 443
(b)	Perform field reconnaissance visit		8	8		16	$ 2,537
	Subtotal	1	8	10	0	19	$ 2,980
2	**Hydraulic Modeling (SRH-2D w/ SMS)**						
(a)	Import and review geometry, boundary conditions, and flows from existing HEC-RAS model	2	4	16		22	$ 3,151
(b)	Process DEM and survey/LiDAR; refine terrain for SRH-2D model domain	1		12		13	$ 1,689
(c)	Develop 2-D mesh in SMS covering Bale Slough, Bear Creek confluence, and adjacent floodplain	1	2	8		11	$ 1,576
(d)	Define inflow/outflow boundaries using hydrology from prior model and available data	2		6		8	$ 1,135
(e)	Incorporate/build existing culverts and bridges into geometry	3	6	20		29	$ 4,228
(f)	Run baseline (existing) and proposed (culvert extension) scenarios for design events and analyze	2	2	8		12	$ 1,769
(g)	Perform model QC review; address comments and backcheck	1	4	4		9	$ 1,462
	Subtotal	12	18	74	0	104	$ 15,010
3	**Sediment Transport/Aggradation Assessment**						
(a)	Review available restoration project docs, sediment-related info to establish baseline channel conditions	2		8		10	$ 1,384
(b)	Extract velocity and shear stress results from SRH-2D model scenarios (existing and proposed)	1		6		7	$ 941
(c)	Evaluate changes in velocity and shear stress to assess aggradation/siltation potential	2		10		12	$ 1,633
(d)	Identify/assess any upstream areas with increased risk of deposition under existing and proposed conditions	2		6			$ 1,135
(e)	Review and summarize findings, perform QC review, and finalize results	2	2	8		12	$ 1,769
	Subtotal	9	2	38	0	41	$ 6,863
4	**Study Report**						
(a)	Prepare draft hydraulic report	4	6	32	2	44	$ 6,060
(b)	Address comments and prepare final hydraulic report	3	2	16	1	22	$ 3,031
	Subtotal	7	8	48	3	66	$ 9,091
5	**Project Meetings and Coordination**						
(a)	Conference call preparation and participation (3 calls assumed)	3		3	3	9	$ 1,169
(b)	Project coordination and management	4			2	6	$ 918
	Subtotal	7	0	3	5	15	$ 2,087
Total Hours		36	36	173	8	245	
Subtotals - Labor Costs		$ 6,980	$ 6,933	$ 21,549	$ 570	-	$ 36,032

Direct Costs (see Table 1)	$ 761
TOTAL PROJECT COST	**$ 36,793**

Docusign Envelope ID: 1D71C0FD-2872-4038-8AD8-4E44D2CC4AAB

RIVER FOCUS
WATER RESOURCE CONSULTANTS

TIME & MATERIALS (T&M) COST ESTIMATE
Vine Trail at Bale Slough, Napa County, CA
2-D Hydraulic Modeling and Flood & Sediment Impact Assessment

Labor Category	Project Manager	Senior Hydraulic Modeler	Water Resources Engineer	Admin/ Clerical	Hours	Labor Price
Hourly Billing Rate	$193.89	$192.57	$124.56	$71.31		

Table 1. Non-Labor Expenses

Airfare	$350
Rental Car	$90
Hotel (one night)	$150
Meals (per diem $59 per person @2 ppl)	$118
Mileage to/from Airport (26 miles @ $0.70/mile)	$18
Airport Parking - (1 day @ $35/day)	$35
	$761

Note: Travel costs assume one local team member and one team member flying in.

Docusign Envelope ID: 1D71C0FD-2872-4038-8AD8-4E44D2CC4AAB

Exhibit B-5

Napa Valley Vine Trail - Yountville through St. Helena

Agreement 240200B with Kimley-Horn
Amendment 6 Summary

Task	Description	Amount
1	Project Management for the PA&ED Phase	$ -
2	Data Collection	$ 1,583.85
3	PSR-PDS - Project Initiation Document	$ -
4	Engineering Studies and Project Report	$ 32,232.16
5	Environmental Studies and Draft Environmental Documents	$ 5,017.93
6	Circulate Draft Environmental Document (DED)	$ -
7	Final Environmental Document	$ (43,862.15)
8	Project Management for the ROW, PSE and DSDC Phases	$ -
9	Right-of-Way Acquisitions	$ -
10	Plans, Specifications and Estimates (PS&E)	$ -
11	Design Services During Construction	$ -
12	Local Assistance Procedures Manual Compliance/Funding Assistance	$ -
	Other Direct Costs	$ -
	Subconsultants - additional	$ 87,943.00
	Subconsultants - reduction	$ (82,914.79)
	Optional Task 5.2.7	$ -
	Total	**$ -**

	Kimley-Horn and Associates, Inc.										
Name	John Pulliam	Emily Mohney	Peter Meyerhofer	Sr. Professional IV	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Technical Support
Category/Title	Project Manager	Deputy PM / Engineering Lead	Principal-in-Charge/ Tech Advisor								
Direct Rate	$104.82	$66.26	$92.50	$137.46	$119.70	$100.34	$82.72	$67.03	$56.97	$46.21	$34.11
Billing Rate	$335.76	$212.24	$296.30	$440.31	$383.42	$321.41	$264.97	$214.71	$182.49	$148.02	$109.26
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	Kimley-Horn and Associates, Inc.											
Name	John Pulliam	Emily Mohney	Peter Meyerhofer	Sr. Professional IV	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Technical Support
Category/Title	Project Manager	Deputy PM / Engineering Lead	Principal-in-Charge/ Tech Advisor								
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	Kimley-Horn and Associates, Inc.										
Name	John Pulliam	Emily Mohney	Peter Meyerhofer	Sr. Professional IV	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Technical Support
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&E)											
&E											
Package											
TOTAL HOURS	12	12			26	2	42	36	12		
Subtotal Labor:	$4,029.10	$2,546.92			$9,968.97	$642.82	$11,128.65	$7,729.55	$2,189.83		
n labor fee)											
n Inc. (DBE)											
WS)											
Proposal for Future Testing)											
TOTAL COST:											

Napa Valley Vine Trail - Yountville through St. Helena, RDS 23-19						
October 7, 2025						
Program 24012						
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date**	**Appropriation Amount Spent to Date**	**Budget Amount % Spent to Date**	**Appropriation Amount Balance**
Construction (35% Estimate)	$30,000,000	$0	$0	$0	0%	$0
Construction Contingency (25%)	$7,500,000	$0	$0	$0	0%	$0
Design and Engineering:	$7,000,000	$0	$4,080,630	$2,859,401	41%	$1,221,229
Design and Engineering Contingency (10%)	$700,000	$0	$300,000	$0	0%	$300,000
Lands and Temporary Construction Easements	$300,000	$0	$0	$0	0%	$0
Construction Management and Construction Administration	$4,500,000	$0	$0	$0	0%	$0
County and Caltrans Project Management/Administration (PE+ROW+CE)	$1,000,000	$0	$320,370	$254,136	25%	$66,234
Special Inspections and Fees	$10,000	$0	$3,000	$778	8%	$2,222
CM/CA/INSP Contingency (5%)	$275,500	$0	$0	$0	0%	$0
Permits/ Post Construction Maintenance/ Reporting	$120,000	$0	$10,000	$5,000	4%	$5,000
TOTAL	**$51,405,500**	**$0**	**$4,714,000**	**$3,119,315**		**$1,594,685**
Prepared by Graham Wadsworth, P.E.						

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1823

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Approve Professional Service Agreements with ADKO Engineering Inc. for the"2026 Annual Guardrail Repair" Project, RDS 16-12

RECOMMENDATION

Approve and authorize Agreement No. 260201B for a contract maximum of $49,584 with ADKO Engineering Inc. for the 2026 Annual Guardrail Repair Project, RDS 26-12. (Fiscal Impact: $49,584 Expense; SB1 Fund; Budgeted; Discretionary)

BACKGROUND

The Public Works Department maintains 420 miles of roads and the County classifies 38 miles as arterial, 109 miles as collector, 259 miles as local, and 8 miles as gravel. Over many years, the County has constructed 22 miles of guardrails on these roads to help prevent drivers from driving into the Napa River, creeks and down roadway embankments. Every year wayward drivers damage guardrails and Public Works staff create a list of roads with damaged guardrails to repair. In the past, County has hired contractors to repair the damaged guardrails or Public Works Roads Division staff repaired the damage as time and funding allowed. With the advent of funding from SB-1, the County now designates $500,000 per year specifically towards guardrail repairs. At the bridge over Dry Creek located at 5101 Dry Creek Road and MPM 5.59, one guardrail at one corner of the bridge was damaged and the other three guardrails at the other three corners of the bridge don't meet the current Caltrans standards. The County is planning to repair the damaged guardrail and replace the other three guardrails so that they are up to standards.

Through a qualifications-based selection process, the County selected ADKO Engineering Inc. (ADKO) as the most qualified firm for the design of the guardrails at this bridge location. The proposed $49,584 not to exceed agreement with ADKO includes project management, surveying, design, and construction support through project completion.

On October 21, 2025, the Board appropriated $110,000 for the design phase for this project.

After staff advertise for bids and open the bids, staff will return to the Board of Supervisors to request a

construction award and another budget transfer to fund the entirety of the project.

Requested Actions:

1. Approve and authorize Agreement No. 260201B for a contract maximum of $49,584 with ADKO Engineering Inc. for the 2026 Annual Guardrail Repair Project, RDS 26-12.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads CIP Project 26015 was funded by SB1 - SRF. This project was not budgeted as part of the annual budget process since SB1 revenues are received monthly. Staff monitors the revenues and cashflow and once there's sufficient cash, come to the board to move forward with the project and establish the project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested approvals will allow for the repair of the damaged guardrail to improve traffic safety
Is the general fund affected?	No
Future fiscal impact:	This is an annual project and future fiscal impact will be routine maintenance.
Consequences if not approved:	If not approved, the guardrail repair at the bridge cannot begin and the contractor will not repair the damaged guardrails.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260201B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 18th day of November, 2025 ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," "Contractor," or "ADKO."

RECITALS

A. County wishes to obtain professional services in order to provide engineering design and support services for the 5101 Dry Creek Road (MPM 5.59) guardrail repair.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for Road Infrastructure Repair Projects and other related services that is valid until 2029.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

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 provided CONTRACTOR has been paid all undisputed invoice amounts due. 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 according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of forty-nine thousand five hundred eighty four dollars and forty cents ($49,584.40); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any

liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is

otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
	Majdi Kanaan, President
	Iman Kanaan, CFO
Napa County Department of Public Works	ADKO Engineering, Inc.
1195 Third Street, Suite 101	140 Diamond Creek Place
Napa, CA 94559	Roseville, CA 95747

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 Exhibits A, B, C and D 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).

ADKO ENGINEERING, INC.

By_____
MAJDI KANAAN, President

By_____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: October 28, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

PROJECT UNDERSTANDING

5101 Dry Creek Road MPM 05.59

This site is located at 5101Dry Creek Road in Napa. The site consists of a two span bridge 55.83' long and 19.5' wide. The bridge has 55.83' long concrete barriers at both edges of deck.

At the south-east quadrant a 20' long K-Rail is in place of a damage section and a remaining section of 28' Metal Beam Guardrail. At this quadrant a wingwall, 8' long, is located at approximately 90 degrees skew.

At the south-west quadrant a 28.5' curved Metal Beam Guard Rail is attached to the bridge barrier. At this quadrant a wingwall, 10 feet long, is located at approximately 20 degrees skew.

At the north-west quadrant a 38' Metal Beam Guard Rail is attached to the bridge barrier. At this quadrant a new 21.5' long Narrow M10 Crash Cushion on top a reinforced concrete cap at the northwest quadrant.

At the north-east quadrant a 57' Wood fence is attached is located. At this quadrant a wingwall is located that will interfere with a future Midwest guard rail post.

The repair will include the following:

1. A new Midwest Guard Rail will be installed at all three quadrants per Caltrans criteria.
    - 57' long guard rail at the northeast quadrant plus 5' end wall.
    - 67' long guard rail at the southeast quadrant plus 5' end wall.
    - 67' long guard rail at the southwest quadrant plus 5' end wall.
2. A new Narrow M10 Crash Cushion will be installed at the northwest quadrant per Caltrans criteria.
    - 21.5' long Narrow M10 Crash Cushion at the northwest quadrant on top a reinforced concrete cap

ADKO Engineering has visited the site and met with Dewey and German and reviewed available project information provided by Napa County. We will coordinate with the client to obtain any additional data required for the design development.

The above design solution will be further evaluated in the design phase of the projects,

and the most feasible, constructible and cost-effective design solution will be proposed to the County in the 35% design development phase. ADKO Engineering will work closely with the geotechnical engineer Miller Pacific Engineering Group to determine the best repair type considering the environmental impacts.

Design of the repair will utilize Napa County, Caltrans Standards, and other appropriate standards and guidance documents. Design will be based on geotechnical memorandum recommendations and other engineering studies and evaluations.

ADKO will work closely with the County project manager to manage both budget, quality and schedule.

SCOPE OF WORK

ADKO Engineering shall provide the following engineering services for the project.

TASK 1: PROJECT MANAGEMENT ($4,872.20)

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

Task 1.2: QC Engineer

ADKO's Senior Engineer will provide QC and constructability reviews on the 35%, 65% and 100% submittals. The review will be documented and submitted to County at the request of the project manager. The QC engineer will back check work product to ensure comments were addressed.

Task 1.3: QA Services

ADKO will provide QA services and reviews. The reviews will be documented and submitted to County at each phase of the project.

Task 1.4: Project Meetings and Site Visit

ADKO's team will participate in design development meetings and resolve technical issues as they arise and to review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- QA/QC review comments
- Schedules

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS ($7,574.44)

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys of both sites. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by Brian Frazier, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by Mark Garrette, PLS, including data reduction, terrain modeling, boundary analysis and quality control. CTA assumes any right of entry or encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1’ contours across both.
- Prepare a 1”= 20’ topographic survey exhibit for each site. Each exhibit will

also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum's used.
- Prepare legal description and exhibit plat for Temporary Construction Easements

Task 2.2: Survey Verification
Albion Surveys will perform construction survey verification of the contractor's layout.

Deliverables:
- Digitally signed pdf copy of each survey site.
- AutoCAD drawing files of each site
- Copies of field notes and photos taken during our field survey efforts.
- Plats and legal descriptions (assumes one per site)
- Survey verification memorandum

TASK 3: DESIGN ($28,236.10)

Task 3.1: Design Basis Memorandum
The ADKO (ADKO) Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination.

Deliverables:
- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 3.2: 65% PS&E Submittal
The ADKO team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The ADKO Team will follow 2015 Caltrans and County specifications wherever possible. ADKO will be responsible for the retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables:
- 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 3.3 95%: PS&E Submittal
The ADKO Team will refine the 65% PS&E and generate the 95% PS&E design by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 3.4: Issued for Bid PS&E Submittal

The ADKO Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the ADKO Team's technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 4: CONSTRUCTION SUPPORT ($8,584.40)

Task 4.1: Bid support

ADKO team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

Task 4.2: Design Services during Construction

ADKO team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations
- Construction close-out punch list and construction certification of completion (PDF)

Task 4.3: As-Built Design Plans

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO team will incorporate

the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Task 4.4: Resident Engineer/Structures Representative

ADKO team will provide a resident engineer during construction. The resident engineer will prepare weekly resident engineer's report and work closely with the construction engineer and design team to ensure the project is constructed in compliance with the contract documents and schedule. The resident engineer will attend construction progress meetings and prepare meeting minutes and track RFI, submittals and change orders, etc.

Assumptions

- This Project will be designed to Caltrans 2024 Standard Plans and Specifications.
- County will obtain Encroachment Permit to cover the ADKO Team.
- The County will provide the right-of-way width information.
  County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

ADKO Engineering Cost Proposal
5101 Dry Creek Rd MPM 05.59
ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								
		Majdi Kanaan PM	Lal Ahmadi Roadway Project Engineer/ Designer	Haroon Hashimi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (Albion)	ADKO Markup (10%)	Total Not To Exceed Cost (ADKO)
	BILLING RATES	*$243.61*	*$195.00*	*$175.00*	*$175.00*	*$185.00*				
No.	**Task Description**									
1	**TASK 1: PROJECT MANAGEMENT**	20	0	0	0	0	20			$ 4,872.20
	1.1 Project Management	8					8			$ 1,948.88
	1.2 Q/C Engineer	2					2			$ 487.22
	1.3 QA Services	2					2			$ 487.22
	1.4 Project Meetings and Site Visit	8					8			$ 1,948.88
2	**TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS**	4	0	0	0	0	4	$ 6,000.00	$ 600.00	$ 7,574.44
	2.1 Field Surveys and Mapping	2					2	$ 4,500.00	$ 450.00	$ 5,437.22
	2.2 Survey Verification Construction Phase (Allowance)	2					2	$ 1,500.00	$ 150.00	$ 2,137.22
3	**TASK 3: DESIGN**	10	100	36	0	0	146			$ 28,236.10
	3.1 Design Basis Memorandum	2					2			$ 487.22
	3.2 35% Plans and Estimate	2	24	8			34			$ 6,567.22
	3.3 65% Plans, Technical Specifications and Estimate	2	40	16			58			$ 11,087.22
	3.4 95% Plans, Technical Specifications and Estimate	2	24	8			34			$ 6,567.22
	3.5 Issued for Bid Technical Specifications and Estimate	2	12	4			18			$ 3,527.22
4	**TASK 4: CONSTRUCTION SUPPORT**	6	12	12	0	0	30			$ 8,901.66
	4.1 Bid Support	2	4	4			10			$ 1,967.22
	4.2 Design Services During Construction	2	4	4			10			$ 1,967.22
	4.3 As-Built Design Plans	2	4	4			10			$ 1,967.22
	4.4 Resident Engineer/Structures Rep						0			$ 3,000.00
	TOTAL HOURS	36	112	48	0	0	196			
	TOTAL COST	$ 8,769.96	$ 27,284.32	$ 8,400.00	$ -	$ -		$ 4,500.00	$ 450.00	$ 49,584.40

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 commercial 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, copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

BUDGET SUMMARY: 2026 ANNUAL GUARDRAIL REPAIR, RDS 26-12						
Program: 26015						11/18/2025
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$350,000	$0	$0	$0	0%	$0
10% Construction Contingency	$35,000	$0	$0	$0	0%	$0
Design and Engineering (Consultant)	$60,000	$0	$60,000	$0	0%	$60,000
Design and Engineering (In-House)	$50,000	$0	$50,000	$0	0%	$50,000
Construction Management	$60,000	$0	$0	$0	0%	$0
County Project Management/Administration	$70,000	$0	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$0	$0	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$5,000	$0	$0	$0	0%	$0
TOTAL	$630,000	$0	$110,000	$0	0%	$110,000

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1825

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Katherine Bales, Assistant Airport Manager

SUBJECT: Pacific Gas and Electric Easement at Napa County Airport

RECOMMENDATION

Approve and authorize an Easement Deed in favor of Pacific Gas and Electric Company for the installation and maintenance of new underground electrical line leading to and into Atlantic Aviation, LLC's leased premises on airport property and find, pursuant to Government Code Section 25526.6, that the easement is in the public interest and will not substantially conflict or interfere with the County's use of the property. (No Fiscal Impact)

BACKGROUND

Pacific Gas and Electrical Company (PG&E) has requested the County to grant it a new utility Easement for underground electrical equipment on airport property to extend their electrical infrastructure from Airport Rd to the new Atlantic Aviation, LLC leasehold. The proposed ten-foot-wide easement is approximately 5,000 square feet in size and is located just South of Airport Road at the main entry to Atlantic Aviation, LLC's leased premises. The proposed easement location is within the vehicle parking areas of the new Atlantic facilities and clear of any runway, taxiway, or apron area.

The PG&E infrastructure improvements and easement are needed to provide power to Atlantic Aviation, LLC's leased premises. Staff has worked with PG&E and Atlantic Aviation, LLC to apply for, assist with design, and draft the easement grant deed to address items such as airport safety and security as required by the Federal Aviation Administration (FAA).

For the relocation of power poles and underground electrical infrastructure located on Airport Rd, there is no cost to the Airport or County; however, the electrical improvements located on Airport property that are required to extend electrical service to Atlantic Aviation, LLC's leasehold will be paid by Atlantic Aviation pursuant to its agreement with PG&E.

Section 25526.6 of the Government Code allows the County to grant or otherwise convey an easement, provided the Board makes a finding that the area proposed to be granted as an easement is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

County staff has evaluated the proposal from PG&E, and granting the requested easement is not anticipated to create any restrictions that may undermine any anticipated uses of the County property. Staff further recommend that the Board find PG&E's installation of new electrical infrastructure on Atlantic Aviation, LLC's leasehold, an effort to provide safe and reliable service to customers, to be in both the flying and general public interest. Following approval of the new Easement, PG&E will begin construction of a new transformer and associated equipment from Airport Rd to Atlantic Aviation, LLC facilities.

Requested Action:

Approve the following related to the use of a portion of County-owned property in Napa County (APN 057-050 -009) by Pacific Gas & Electric Company (PG&E) to install new electric infrastructure and to maintain the utilities into the future:

1. Pursuant to California Government Code section 25526.6, find that the area proposed to be granted as an easement is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County; and

2. Approve and authorize the Chair to sign an Easement Deed in favor of Pacific Gas & Electric Company for a utility easement for an area of approximately 5,000 square feet to allow for the installation and maintenance of new underground electrical line leading to and onto Atlantic Aviation, LLC's leased premises on airport property.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This PG&E project and Easement is necessary to conform with Board of Supervisor's executed lease agreement with Atlantic Aviation LLC on December 6, 2022.
Is the general fund affected?	No
Future fiscal impact:	Easements and PG&E project are no cost to the County as this project is for Atlantic Aviation development.
Consequences if not approved:	PG&E Equipment will not reach the Atlantic Aviation facilities and power to the new spaces would not be possible.
Additional Information	This item aligns with the County's strategic initiative to elevate County service and workforce excellence.

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 3 ("small facilities or structures") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR 15303. See also Napa County's Local Procedures for Implementing the

California Environmental Quality Act, Appendix B.].

Distribution Electric and Gas Easement Version 1.1 (Rev.09/25)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2404-04-10074 EASEMENT DEED

PM# 35619705

COUNTY OF NAPA, a political subdivision of the State of California,

("**Grantor**"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of Napa, State of California, described as follows:

(APN 057-050-009)

The parcel of land described in the deed from J. B. Almada and wife to County of Napa dated June 21, 1944 and recorded in Book 216 of Official Records at page 77, Napa County Records.

The facilities and easement area are described as follows:

Underground ducts banks, conduits, manholes, electrical conductors, wires, and cables; underground and/or aboveground junction boxes, enclosures, transformers with associated pads or vaults; aboveground risers, marker posts, service pedestals, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the area of land described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said

easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

COUNTY OF NAPA, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair
Napa County Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Sabrina Wolfson Deputy County Counsel Date: October 23, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT 'A'
UTILITY EASEMENT

Lying within Section 2, Township 4 North, Range 4 West, Mount Diablo Meridian and lying over a portion of the lands of the County of Napa as described in Book 216 of Official Records at Page 77, Napa County Records, more particularly described as follows:

Being a 10-foot-wide strip lying 5 feet on each side of the following described centerline:

COMMENCING at a rebar with cap tagged "RCE33483" lying on the southerly right-of-way of Airport Boulevard as shown on that Record of Survey filed in Book 49 of Surveys at Pages 67 through 69, Napa County Records; thence along said southerly right-of-way of Airport Boulevard, North 89°23'10" West, 682.16 feet to a rebar with cap tagged "RCE33483" as shown on said Record of Survey; thence leaving said right-of-way, South 7°58'44" East, 651.71 feet to the most northerly point on the centerline of the 10-foot-wide easement described in the Easement Deed to Pacific Gas & Electric Company recorded January 11, 2024 under Document Number 2024-0000430, Official Records of Napa County; thence along said centerline, South 27°18'46" East, 500.00 feet to the POINT OF BEGINNING of the centerline herein described; thence leaving the centerline of said Pacific Gas & Electric Company easement and continuing South 27°18'46" East 2.55 feet; thence South 60°23'29" West 35.00 feet; thence North 82°15'33" West 126.34 feet; thence South 59°42'40" West 79.77 feet to a point hereinafter referred to as Point "A" and the terminus of the herein described centerline.

The sidelines of said 10-foot-wide strip shall be lengthened or shortened so as to terminate on the sidelines of said Pacific Gas & Electric Company easement.

TOGETHER WITH the following described parcel: BEGINNING at the aforementioned Point "A"; thence North 30°17'20" West 10.00 feet; thence South 59°42'40" West 25.00 feet; thence South 30°17'20" East 24.00 feet; thence North 59°42'40" East 25.00 feet; thence North 30°17'20" West 14.00 feet to Point "A" and the POINT OF BEGINNING of said parcel.

Containing 3,037 Square Feet more or less.

END OF DESCRIPTION

Being a portion of APN 057-050-009-000

Basis of Bearings: Being North 89°23'10" West between found rebars tagged "RCE 33483" as shown on that Record of Survey filed in Book 49 of Surveys at Pages 67-69, Napa County Records.

Prepared by Cinquini & Passarino, Inc.

Mark P. Andrilla, P.L.S. 8985

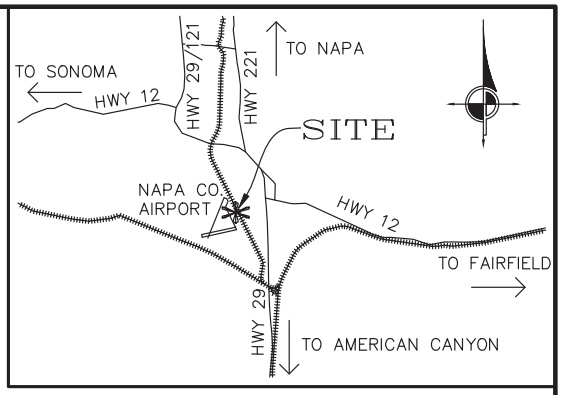


10.7.25

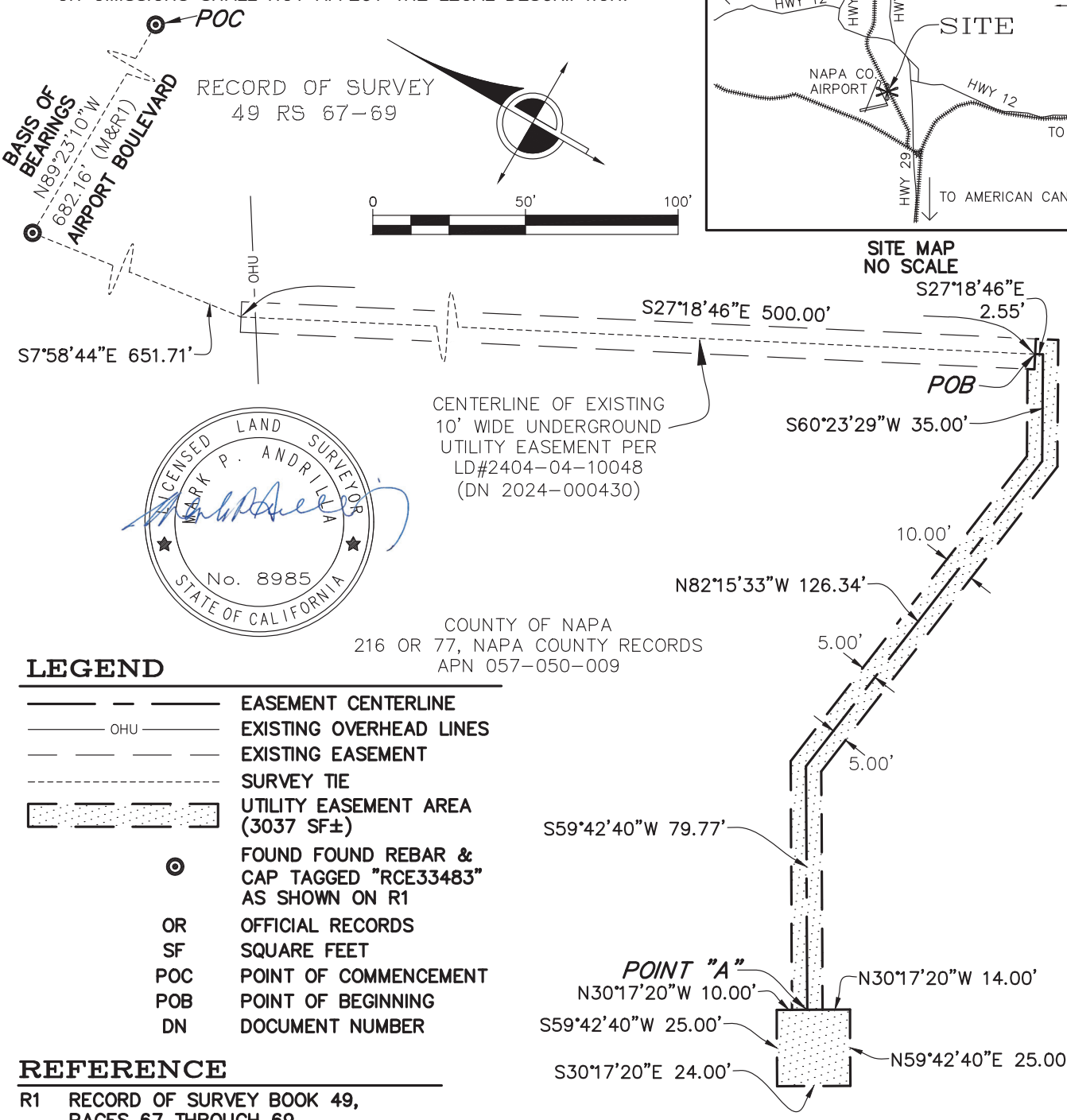
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



SITE MAP
NO SCALE



LICENSED LAND SURVEYOR
MARK P. ANDRILLA
No. 8985
STATE OF CALIFORNIA

COUNTY OF NAPA
216 OR 77, NAPA COUNTY RECORDS
APN 057–050–009

LEGEND

——— — ———	EASEMENT CENTERLINE
——— OHU ———	EXISTING OVERHEAD LINES
— — — —	EXISTING EASEMENT
----------	SURVEY TIE
	UTILITY EASEMENT AREA (3037 SF±)
⊙	FOUND FOUND REBAR & CAP TAGGED "RCE33483" AS SHOWN ON R1
OR	OFFICIAL RECORDS
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
DN	DOCUMENT NUMBER

REFERENCE

R1 RECORD OF SURVEY BOOK 49, PAGES 67 THROUGH 69, NAPA COUNTY RECORDS

SITE INFORMATION

LOCATED WITHIN SEC 2, T4N, R4W, MDM

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY IS N89°23'10"W BETWEEN FOUND REBARS TAGGED "RCE 33483" AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 49 OF SURVEYS AT PAGES 67–69, NAPA COUNTY RECORDS.

0 100' 200'

CINQUINI & PASSARINO, INC.
LAND SURVEYING
△ BOUNDARY
△ TOPOGRAPHIC
△ CONSTRUCTION
△ SUBDIVISIONS
1804 Soscol Avenue, STE 202
Napa, CA. 94559
Phone: (707) 690–9025
Fax: (707) 542–2106
WWW.CINQUINIPASSARINO.COM

JOB NAME: NAPA COUNTY AIRPORT		DRAWN BY: AKM	CHECKED BY: MPA
		SCALE: 1"=50'	DATE: 10/7/25
DESCRIPTION: UTILITY EASEMENT LANDS OF COUNTY OF NAPA		JOB #: 10990–25	PAGE: 1 OF 1

C:\Users\MANDRI~1\AppData\Local\Temp\AcPublish_21620\10990PG&E_ESMT_EXHT.dwg
Oct 07, 2025 - 4:09pm

Pacific Gas and Electric Company

EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.

- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.

- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.

- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.

- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.

- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD: 2404-04-10074
Area, Region or Location: 7
Land Service Office: Santa Rosa
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 24.04.04.02.32, 24.04.04.02.23, 24.04.04.02.31, 24.04.04.11.14, 24.04.04.11.13, 24.04.04.11.41
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: NN3917
LD of Affected Documents: N/A
LD of Cross Referenced Documents: 2404-04-0300, 2404-04-0372, 2404-04-10048
Type of interest: Electric Underground Easements (4), Utility Easement (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35619705
JCN: N/A
County: Napa
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: T6HA
Checked By: AEBJ AEBJ
Revised by:
PW: LS&ES\Distribution - North Coast\Santa Rosa\Active\R_W 2025\Napa\35619705 - 2100 Airport Rd, Napa\Deliverables\2404-04-10074

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1844

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Leigh Sears, Concessions Manager

SUBJECT: Lake Berryessa Concessions Agreements

RECOMMENDATION

Approve and authorize Agreement No. 8703 with Napa Valley Land Company, LLC, to conduct environmental studies, site investigation and due diligence, prepare environmental documents, and enter into negotiations for a long-term agreement for development and operation of resort concessions at the Monticello Shores resort area; and approve and authorize Agreement No. 260224B with Spanish Flat Campground Inc. for the continued operation of the Spanish Flat resort area. (Fiscal Impact: $20,000 Revenue; Lake Berryessa Concessions Fund; Budgeted; Discretionary)

BACKGROUND

The County has assumed management of certain concession areas at Lake Berryessa from the United States Bureau of Reclamation (BOR) pursuant to a Managing Agreement executed in March 2020. Pursuant to the Managing Agreement, the County issued Request for Proposals (RFP) No. CEO112001 for resort concession areas at Lake Berryessa for Steele Canyon, Spanish Flat, and Monticello Shores. Based on the proposals received, the County entered into an exclusive negotiation agreement with Sun Communities for all three resort areas on October 19, 2021. Unfortunately, on June 27, 2023, Sun Communities announced it was no longer pursuing a long-term agreement for the resort areas.

The County recently engaged with Napa Valley Land Company, LLC, another firm that submitted a proposal for Monticello Shores in response to the RFP and is still interested in the resort area. The proposed Exclusive Negotiating Agreement (ENA) will commit the County to negotiating exclusively with Napa Valley Land Company LLC on a long-term concessions agreement for Monticello Shores, while the Napa Valley Land Company conducts due diligence, site investigations, environmental studies, and prepares California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. Normally, the County hires and controls the consultants necessary to prepare environmental documents, and charges project applicants for the services pursuant to Section 104 of Napa County's Local Procedures for Implementing

CEQA. As was done with previous ENAs, approving the proposed Agreement will allow Napa Valley Land Company to deviate from this process so they can better control costs, react quicker to discoveries that may impact their proposed development, and to immediately cease work if their studies and analysis determine their proposed project is not feasible.

The development team will be led by Greg Pitts. Greg and his firm, Realty Financial Resources, Inc., have financed the acquisition and development of over $1 Billion worth of resort hospitality assets throughout the United Stated, Mexico and the Caribbean in markets such as Napa Valley, Lake Tahoe, San Francisco, New York, Aspen, Park City, Vail, St. John, St. Barth, Los Cabos, and San Miguel de Allende. Greg has extensive expertise and experience in the feasibility analysis, pre-development, planning and entitlement areas of resort development and has been involved in many unique and creative hospitality assets and projects. A copy of the project vision for Monticello Shores is attached. At maximum build-out, the project could include from 50-150 cabins, and up to 150 safari tents and yurts, but development will likely be phased based on public demand. The proposal also includes an 8,000 square foot gathering lodge, 2,400 square foot retail center, and a 2,400 square foot restaurant.

The new interim concession contract for Spanish Flat is with Spanish Flat Campground, Inc. The firm is managed by Joseph (Rocky) Costanzo, a resident of Berryessa Highlands who has also been operating the Steele Canyon resort area since 2023. Rocky is a long-time resident of the Lake Berryessa area and is very familiar with the lake. The concessionaire will pay the County 3% of the gross revenue realized from operating the site. The term of the contract will be from January 1, 2026, to October 31, 2027, with an option for the County to extend the contract for one additional year. During the term of the interim concession contract, the County will continue pursuing opportunities for future development and long-term operation of the site.

Recommended Actions:

Approve and authorize Agreement No. 8703 with Napa Valley Land Company, LLC, to conduct environmental studies, site investigation and due diligence, prepare environmental documents, and enter into negotiations for a long-term agreement for development and operation of resort concessions at the Monticello Shores resort area and Agreement No. 260224B with Spanish Flat Campground Inc. for the continued operation of the Spanish Flat resort area. (Fiscal Impact: $20,000 Revenue; Lake Berryessa Concessions Fund; Budgeted; Discretionary)

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Lake Berryessa Concessions Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Long-term concession agreements are needed to attract private investment in the resort areas and improve recreational opportunities for residents and visitors.
Is the general fund affected?	No

Future fiscal impact:	County will receive increased revenue from operation of the resort area if a long-term agreement is reached.
Consequences if not approved:	County will not realize the private investment needed to improve the resort area.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: For Monticello Shores, the activities contemplated by the Agreement are either not a project subject to CEQA pursuant to CEQA Guidelines sections 15060(c)(3) and 15378, or consist of information gathering and investigations categorically exempt from CEQA pursuant to CEQA Guidelines section 15306. For Spanish Flat, the proposed action is categorically exempt from the California Environmental Quality Act under CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing or former use.

NAPA COUNTY AGREEMENT NO. 8703

EXCLUSIVE NEGOTIATION AGREEMENT
LAKE BERRYESSA CONCESSIONS

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "**Agreement**") is made and entered into effective as of _____, 2025 (the "**Effective Date**"), by and between Napa County, a political subdivision of the State of California, ("**County**") and Napa Valley Land Company, LLC, with offices located at 3050 Old Sonoma Road, Napa, CA 94558 (**"Concessionaire"**) who for valuable consideration, agree as follows:

Article 1 – Negotiation

1.1 Background. The United States constructed Monticello Dam and Lake Berryessa and associated diversion facilities and canals located in Solano, Yolo, and Napa Counties pursuant to the Reclamation Project Act of 1939, and acquired ownership of certain lands for the purpose of constructing, operating, and maintaining said facilities. The United States Bureau of Reclamation ("**BOR**") and the County entered into Managing Agreement Number 20-LC-20-2623 (Napa County Agreement No. 200285B) dated March 9, 2020, for the administration, operation, maintenance and development of public recreation facilities, protection of natural and cultural resources, and provision of public health and safety at Lake Berryessa. County issued Request for Proposals No. CEO112001 for resort concession areas at Lake Berryessa ("**RFP**") on November 24, 2020, and Concessionaire submitted the second-place proposal for the Monticello Shores resort property (the "**Property**"). The firm that submitted the winning proposal has since decided not to proceed with a project, and County notified Concessionaire as the second-place firm. The Parties wish to enter into this Agreement to facilitate continued negotiations, environmental analysis, site investigation and due diligence of the Property for purposes of resort concessions as detailed in the RFP (the "**Project**") in accordance with the terms and conditions set forth herein.

1.2 Good Faith Negotiations. The County and Concessionaire agree for the period set forth below, to negotiate diligently and in good faith, pursuant to this Agreement, to prepare a Disposition and Development Agreement or other management or concessionaire agreement ("**DDA**") to be entered into between the County and Concessionaire with respect to the Property, generally as set forth in the proposal submitted by Concessionaire. The County agrees to negotiate exclusively with Concessionaire with respect to the Property during the Negotiation Period set forth below.

1.3 Period of Negotiations. The Parties agree to negotiate a DDA for the Property for a twenty-eight (28) month period ("**Negotiation Period**"), commencing on the Effective Date. The schedule for various tasks needed to conclude negotiations of a DDA, which shall occur concurrently with negotiations, is attached as Exhibit A. If the Parties have not reached agreement on a DDA by the end of 28 months, then this Agreement shall automatically terminate. Concessionaire shall have no further rights regarding the Property, and the County shall be free to negotiate with any other persons or entities with regard to such Property. The Negotiation Period (consisting of the Investigation and Approval Periods described below) may

be extended by Concessionaire two times for up to six (6) months each by delivering written notice thereof to the County, but any further extensions will require the mutual written agreement of the Parties. The Negotiation Period shall consist of two periods, an Investigation Period and an Approval Period.

1.3.1 The "**Investigation Period**" shall be four (4) months starting on the Effective Date. The County shall use reasonable efforts to assist Concessionaire in obtaining copies of all written reports, studies, investigations, information or material in the BOR's possession or control and not previously delivered to Concessionaire relating to the condition or development of the Property (the "**Documents**"). By way of example, without limitation, the term "Documents" shall refer to surveys, topographic maps, engineering plans and specifications, soil boring tests, soils analysis, environmental reports, water table analysis, pending litigation and/or claims, and related correspondence. During the term of this Agreement, Concessionaire shall have full access to inspect the Property, perform all testing, and inspect all records relating to the Property, without unreasonably interfering with ongoing concessions activity or BOR operations. During the Investigation Period, the Concessionaire has the right to terminate this Agreement for any reason or no reason whatsoever. If Concessionaire terminates this Agreement, Concessionaire will repair any damage to the Property caused by such investigations in a timely manner and in a good workmanship manner.

1.3.2 The "**Approval Period**" shall be twenty-four (24) months commencing from the end of the Investigation Period, to complete the environmental analysis documents in accordance with the California Environmental Quality Act ("**CEQA**") and the National Environmental Policy Act ("**NEPA**") and secure all necessary permits, licenses, governmental approvals, including rezoning, if necessary, approval to extend utilities to the boundary of the Property, and all other governmental approvals, permits and licenses required for Concessionaire to commence and complete the development of the Property (the "**Governmental Approval**"). Concessionaire will use commercially reasonable efforts to obtain the Governmental Approvals. However, during the Approval Period Concessionaire has the right to terminate this Agreement for any reason or no reason whatsoever.

1.3.3 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 ("Force Majeure"), which may include, but is not limited to, litigation challenging the Project, unanticipated 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, the Negotiation Period and Approval Period shall be extended by an amount of time equivalent to the length of delay.

1.3.4 The Parties recognize that the time needed for federal review and approval is currently unpredictable due to changes in staffing levels at various federal agencies including BOR. If federal review or approval is on the critical path of one or more of the interim milestones listed in Paragraph 2.6, and delay in federal review or approval causes Concessionaire

to miss the deadline for such interim milestone(s), such delay shall be considered Force Majeure under Paragraph 1.3.3.

1.4 Concessionaire's Representations and Warranties. Concessionaire hereby represents the following to the County, for the purpose of inducing the County to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date:

1.4.1 Concessionaire is a California limited liability company, duly formed, validly existing, in and in good standing under the laws of the state of formation, and certified in good standing under the laws of the State of California by the California Secretary of State.

1.4.2 Concessionaire has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

1.4.3 Concessionaire's undertakings pursuant to this Agreement are for the purpose of negotiating diligently and in good faith to prepare a DDA to be entered into between the County and Concessionaire for the Property and not for speculation in land holding.

1.4.4 The persons executing this Agreement, the instruments referenced herein, and any other documents executed and delivered on behalf of Concessionaire have the full right, power and authority to do so and have been duly authorized to do so by Concessionaire, and no further action, nor any other persons are required to execute this Agreement on behalf of Concessionaire.

1.5 County's Representations and Warranties. The County hereby represents the following to Concessionaire, for the purpose of inducing Concessionaire to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date:

1.5.1 The Property is owned by the federal government. All of the County's rights, obligations, and interests in the Property, as granted by the BOR for development of concessions, are contained in Managing Agreement Number 20-LC-20-2623 ("**Managing Agreement**") dated March 9, 2020.

1.5.2 The County has not, and during the Negotiation Period will not, enter into any agreements which would be binding on Concessionaire upon the effective date of a DDA or which would adversely affect Concessionaire's ability to implement its proposals submitted in response to the RFP, other than Managing Agreement. Additionally, the County represents that it will negotiate exclusively with Concessionaire with respect to the Property during the Negotiation Period.

1.5.3 Neither this Agreement nor anything to be done by the County pursuant to this Agreement, including the transfer of the County's right to develop the Property as contemplated herein, will violate any contract, agreement or instrument to which the

County is a party, except as would not have a material adverse effect on Concessionaire's ability to implement its proposals submitted in response to the RFP.

1.6 Consideration at Public Meeting. If the negotiations culminate in a DDA, such an agreement becomes effective only after and if the DDA and other documents have been considered and approved by the Board of Supervisors after a public meeting, which shall be scheduled once the DDA and necessary environmental documents are complete. County is not obligated to expedite any reviews, approvals, notices, meetings, or other matters, and nothing contained in this Agreement shall be construed to limit the County's discretion in their activities hereunder or to cause County to incur any liability or obligation in connection with any delays in the approval of a DDA.

1.7 No Waiver of Public Agency Powers/Consent. County is a public agency, but is entering this Agreement as a proprietary party and not in its regulatory role, and as such its police powers are entirely undiminished by any terms of this Agreement and are not waived or abrogated. In no way shall any consent by County in its regulatory capacity be deemed to constitute consent of County in its proprietary capacity, and vice versa.

Article 2 – Proposed Development

2.1 Development Concept and Essential Terms and Conditions. The proposed development to be negotiated hereunder shall be consistent with the proposal submitted by Concessionaire in response to the RFP, the Managing Agreement, BOR policies, and any other applicable law or governmental regulation. The Parties acknowledge that the Project (including aesthetics, constructability, financial feasibility, environmental requirements, development timetable and other considerations) shall be generally consistent with the design principles set forth below and will be part of the analysis to be undertaken by Concessionaire and the County during the Negotiation Period. The Concessionaire's general design concept provides for conceptual development, construction, and operation of concessions and other recreational opportunities at the Property, to be memorialized in the DDA. The essential terms and conditions of any such DDA entered into with Concessionaire shall be in general conformance with the following requirements:

2.1.1 In February 2021, Concessionaire submitted a proposal to the County in response to the County's issuance of the RFP for concessions at the Property. The Concessionaire's proposal, which includes a pro forma detailing potential development costs and revenues, constitute the frame of reference for the development to be negotiated hereunder.

2.1.2 The Property is owned by the federal government and cannot be purchased by Concessionaire. The term of the Managing Agreement is fifty-five (55) years, and the parties anticipate the terms of the DDA will be co-terminus with the fifty-five (55) year term of the Managing Agreement, including a reasonable period to wind down operations if necessary. The Concessionaire will take possession of the Property "as is," subject to

any easements, covenants, and restrictions with no warranties of any kind, express or implied.

2.1.3 Concessionaire will design, construct, and operate the development on the Property at its own cost and expense, in accordance with a schedule of performance and the scope of development to be negotiated as part of the DDA and the plans and specifications prepared by Concessionaire and approved by the County and BOR.

2.1.4 Concessionaire will charge fees for concessions and other facilities developed pursuant to the DDA. Such fees will be subject to the approval of the County, which shall not be unreasonably withheld.

2.1.5 Concessionaire will secure all necessary planning, zoning and other entitlement and permit approvals for the proposed development as contemplated by the DDA at its own cost and expense.

2.1.6 Concessionaire shall be responsible for design and construction of any improvements in public right-of-way adjacent to the Property, at Concessionaire's own cost and expense, unless the County and Concessionaire agree otherwise in writing. In the event that road paving or other related improvements are planned by the County during the development timeframe, County will coordinate with Concessionaire to minimize the cost of any public right-of-way improvements borne by Concessionaire.

2.1.7 Concessionaire will pay the County a percentage of the revenue generated at the Property to help offset the County's costs associated with the construction and operation of the development, such as costs associated with increased law enforcement and fire protection, unless the County and Concessionaire agree otherwise in writing.

2.1.8 Concessionaire will need to develop its own wastewater and water treatment facilities and related storage facilities.

2.1.9 Concessionaire may be required to provide a bond or other security to ensure construction is completed once commenced.

2.2 Concessionaire's Interim Submittals. Concessionaire shall submit to the County the following described work items to be used in connection with the negotiations and review by BOR, no later than the deadlines indicated in Paragraph 2.6:

2.2.1 Concessionaire will complete a draft architectural program with an architect, including site plans, floor plans, elevation studies, and building sections for the Property sufficient to confirm that the Project is feasible at the Property. Submit notice to the County that the Concessionaire has determined that the Property is suitable or unsuitable for the proposed development. Submit a Concession Area Plan for BOR review, as described in Exhibit L to the Managing Agreement.

2.2.2 Concessionaire will submit concept package including refinement of the above tasks together with parking, presentation drawings and cost analysis and project pro forma, and complete draft permit applications. Concessionaire will submit draft technical studies for the Project, including traffic, cultural, environmental and aesthetic considerations.

2.2.3 Concessionaire will submit 40% - 65% plans for the Project, including civil, water, sewer, and architectural elements. Submit a Proposed Project Statement for BOR review, as described in Exhibit L to the Managing Agreement.

2.2.4 Concessionaire will provide complete project information for the above tasks and as may be required for applications necessary for planning, zoning, and other entitlement and permit approvals for the proposed development as contemplated by the DDA, to the reasonable satisfaction of the County.

2.3 Concessionaire's Findings, Determinations, Studies, and Reports. Concessionaire and County's Concessions Manager shall speak at least monthly to exchange information regarding Concessionaire's progress on the Project. From time-to-time but no more than every six months, as requested by the County, Concessionaire agrees to make reasonable oral and written progress reports, and to submit to the County non-proprietary third-party reports and analyses, advising the County related to the development, including financial feasibility analyses, construction cost estimates, marketing studies and similar due diligence matters, completed for purposes of development of the Property, and all such reports and analyses shall include County as a party who may rely on such reports. Should negotiations not result in a DDA between the County and Concessionaire for the Property solely due to Concessionaire electing to terminate this agreement, the Concessionaire shall submit to the County the non-proprietary third-party plans, studies, reports, and drawings prepared by or for Concessionaire with respect to development, any alternatives, financial feasibility analyses, construction cost estimates, marketing or pro forma studies and similar due diligence matters, including assignment of all reports. The County may use these plans, studies, reports, and drawings provided by the Concessionaire in any way deemed by the County to be of benefit to the successful implementation of concessions at the Property. Information to be reported to or submitted to the County shall include any non-proprietary third-party due diligence materials prepared for any prospective development partner, joint venture, or management entity. All costs incurred by Concessionaire in the preparation and presentation of such findings, determinations, studies, reports, or other requests by the County under this Agreement shall be at the sole cost and expense of Concessionaire.

2.4 Environmental Studies. Concessionaire shall prepare all required environmental analysis documents in accordance with the CEQA and NEPA at its own cost and expense. Concessionaire's consultants and professionals to be used in preparing the CEQA/NEPA document shall be subject to the reasonable approval of the County CEO or his designee pursuant to section 3.4. If the quality or pace of environmental review is inadequate as reasonably determined by the County CEO, then the County shall so inform Concessionaire and Concessionaire shall inform and direct its consultants to devote additional resources and/or correct the deficient work, but the cost of the consultant shall remain the Concessionaire's

expense. The County and Concessionaire shall agree upon the scope of the CEQA/NEPA document prior to initiating preparation. The County and Concessionaire will meet at least monthly to discuss potential impacts and ongoing studies, review draft documents, respond to comments and other public input, towards the goal of submitting final environmental documents to the Board of Supervisors and BOR for consideration in conjunction with the DDA and any other necessary discretionary approvals for the project.

2.5 Community Outreach meetings. Concessionaire will conduct a series of public outreach meetings (minimum of 2) within the general Lake Berryessa community prior to finalizing the site plans and executing the DDA. Such meetings will be held at the sole cost of Concessionaire but with the attendance of the County. The purpose of the meetings is to present Concessionaire's proposals and receive public input.

2.6 Termination. County may terminate this Agreement in its sole discretion, subject to applicable terms of this Agreement and opportunities for the Concessionaire to cure, at any time during the Negotiation Period if Concessionaire fails to meet any of the following interim milestones by the deadlines set forth below:

Interim Milestone	Deadline
Concessionaire awards contract to principal environmental consultant	60 days after Effective Date
Tasks identified in Paragraph 2.2.1	6 months after Effective Date
Tasks identified in Paragraphs 2.2.2 and 2.2.3	15 months after Effective Date
Draft environmental documents submitted for County and BOR review	18 months after Effective Date
Draft environmental documents submitted for public review	21 months after Effective Date

In the event of termination, the Concessionaire shall have no further rights regarding the Property, and the County shall be free to negotiate with any other persons or entities with regard to such Property. Prior to termination, County shall notify Concessionaire in writing of its intent to terminate the Agreement for failing to meet an interim milestone. If Concessionaire fails to satisfactorily complete the interim milestone within forty-five (45) days of receiving written notice from County, County may immediately terminate this Agreement, upon which neither Party shall have any further obligation to the other pursuant to Paragraph 5.2 of this Agreement. Interim milestones shall be extended for Force Majeure events as described in Paragraph 1.3.3 of this Agreement.

Article 3 – The Concessionaire

3.1 Nature of the Concessionaire. Concessionaire shall be Napa Valley Land Company, LLC. However, the County acknowledges that the Concessionaire may intend to form a new entity

controlled by Concessionaire that will be the Concessionaire entity that will be the party to the DDA which shall be permitted by the County in accordance with the conditions set forth in this Section 3.1. The County shall have the right to review and approve the organizational documents of such entity and the entities comprising such entity. County may require a parent organization or other controlling interest of Concessionaire to enter into a parent guarantee agreement in conjunction with the execution of the DDA, to ensure Concessionaire's successful performance of its obligations under the DDA. The Concessionaire hereunder and under the DDA shall be an entity authorized to conduct business in the State of California by the California Secretary of State. Prior to submission of an executed DDA, Concessionaire shall submit a copy of any executed formation documents (e.g., limited liability company operating agreement, partnership agreement, joint venture, etc.), as well as all organizational documents of each entity, for review and approval by the County, which approval shall not be unreasonably withheld. Such documents may be redacted to remove financial terms or other confidential information contained therein, provided that such redactions do not limit the County's ability (as determined by the County, in its sole discretion) to complete a comprehensive evaluation of the organizational structure of Concessionaire.

3.2 Offices of the Concessionaire. Notices or materials to be provided to Concessionaire under this Agreement shall be sent to:

Napa Valley Land Company, LLC
3050 Old Sonoma Road
Napa, CA 94558
Attn: Greg Pitts
greg@panoramicadvisors.com

3.3 Principals and Employees of the Concessionaire. The Concessionaire's initial employees or representatives who are to be directly involved in this development and who have been designated to negotiate the DDA with the County, and to engage in the activities necessary to determine the feasibility of the Development are as follows:

Greg Pitts
3050 Old Sonoma Road
Napa, CA 94558
greg@panoramicadvisors.com

3.4 Concessionaire's Consultants and Professionals. Concessionaire's third party consultants and professionals for the CEQA and NEPA reports (other than its attorneys) shall be subject to the reasonable approval of the County CEO or his designee, which approval shall not be unreasonably withheld. The CEO or his designee shall not withhold, condition, or delay their approval of any of the foregoing persons unless the CEO or his designee reasonably determines that a proposed person does not have sufficient financial, technical, or operational capabilities or experience to perform the work or such person is reasonably believed to not be of good character or reputation.

Article 4 – Evaluation of Property

4.1 Due Diligence. During the Negotiation Period, Concessionaire may conduct due diligence on the Property to determine the feasibility of utilizing the Property for the Project as proposed by Concessionaire. This may include, but not be limited to:

4.1.1 Compiling and reviewing existing data with respect to the Property from any governmental authorities and any other third parties who may have relevant information.

4.1.2 Performing any necessary or desirable non-invasive analyses, examinations, investigations, tests and inspections of the Property and existing improvements, including but not limited to, surveys, inspections, and environmental studies.

4.1.3 Performing invasive analyses, examinations, investigations, tests, and inspections if, and solely to the extent, recommended as a result of the non-invasive due diligence, and subject to the County's prior written approval, which shall not be unreasonably withheld or delayed.

4.1.4 Contacting utility providers who will furnish water, sewer, electric power, telephone service or any other utility to the Property as to any matters which may affect or be necessary to the development.

4.1.5 Evaluating all statutory and regulatory restrictions and controls with respect to development on the Property, which may require contacting local, state, or federal agencies with potential jurisdictional authority concerning development on the Property to ascertain any such restrictions and controls.

4.2 Indemnification. Concessionaire shall take all safety measures that are reasonably necessary to prevent injury to persons or property resulting from Concessionaire's due diligence activities on the Property. The County may immediately terminate the access provided hereunder if it determines, in its sole discretion, that Concessionaire's activities may cause unreasonable risk to human health or property. Concessionaire shall defend, indemnify and hold the County, its officers and employees harmless from and against any cost, loss, liability, damage, claim, action, suit or proceeding arising from or relating to any physical damage or personal injury caused by such entry and the negligent acts or omissions of Concessionaire or its employees, agents, or contractors in performing due diligence at the Property; provided however, in no event shall Concessionaire be required to indemnify the County to the extent damage is related to or arising from the active or sole negligence, or willful misconduct of the County, its officers or employees.

4.3 Insurance. Concessionaire shall carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in California (1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of $2,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Concessionaire; (2) property damage insurance with a minimum limit of $1,000,000.00; (3) automotive liability insurance, with minimum combined

single limits coverage of $1,000,000.00; and (4) worker's compensation insurance as required by law. County, its officers and employees shall be added as an additional insured on the policy(ies) as to comprehensive general liability, property damage, automotive liability, and worker's compensation coverages, and such insurance shall include a waiver of subrogation. Concessionaire shall deliver to County a copy of the certificates of insurance effectuating the insurance required hereunder, or such other evidence as County may reasonably require, prior to entry by Concessionaire onto the Property, which certificates shall provide that such insurance shall not be terminated or modified without at least thirty (30) days' prior written notice to County. Alternatively, if Concessionaire does not carry the insurance required by this Paragraph, Concessionaire shall ensure that Concessionaire's contractors and consultants entering the Property provide County with certificates of insurance demonstrating their insurance meets the requirements of this Paragraph before entering the Property.

Article 5 – Acknowledgements and Reservations

5.1 Need for DDA. The Parties acknowledge and agree that this Agreement is for the sole purpose of stating the intention of the Parties to negotiate and enter into a DDA. Other than with respect to those provisions of this Agreement which expressly state the agreement of the Parties and to which the parties are bound, the Parties have not reached agreement on the matters described herein for negotiation, and do not intend to be bound unless and until a final written DDA is executed by both Parties. This Agreement is merely an agreement to enter into a period of negotiations and due diligence according to the concepts presented herein. That said, the Parties acknowledge that extensive time, resources and knowledge will be expended in pursuing the execution of the DDA and both Parties agree that the intent is to enter into an agreement to develop and operate the Property. Furthermore, the County confirms that the intent of the Management Agreement is in fact to develop the Property as a recreational asset and the County's intent is to enter into a DDA to create such recreational asset for the benefit of the community and Napa County as a whole.

5.2 No Further Obligations. Unless otherwise expressly set forth in this Agreement, the County and Concessionaire agree that neither the County nor Concessionaire shall be under any further obligation to each other regarding the Property, the Project, or the development of the proposed concessions if this Agreement expires, is terminated for any reason, or a DDA is not executed by both the County and Concessionaire.

5.3 County Not Responsible for Costs. Except as otherwise may be mutually agreed to in writing by the Parties, as part of this Agreement or a DDA, the County shall not be liable for any costs associated with the preparation of any reports, studies, analysis, architectural plans, and any other documentation to be prepared by Concessionaire or its consultants or contractors, or planning or development of the Property pursuant to or arising from this Agreement, or costs of negotiations or legal fees expended by Concessionaire.

5.4 Limitations of this Agreement. Nothing contained in this Agreement shall constitute a waiver, amendment, promise or agreement by the County (or any of its departments or boards) as to the granting of any approval, permit, consent, or other entitlement in the exercise of the

County's regulatory capacity or function. Concessionaire acknowledges and agrees that no County staff, consultant, or agent has the authority to bind the County, and the County will not be bound to any agreement nor to any course of action except after approval and execution of a DDA. The final form of any proposed DDA to be negotiated may contain matters not contemplated by this Agreement.

Article 6 – General Provisions.

6.1 Compliance with County Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. Concessionaire hereby agrees to use commercially reasonable efforts 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. Concessionaire also agrees that it shall use commercially reasonable efforts to not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by County employees or contractors.

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

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment," which is found in the Napa County Policy Manual Part I, Section 37K.

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

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees, and subcontractors of Concessionaire 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 Board of Supervisors effective May 23, 1995 and subsequently revised effective November 2, 2004, which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 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.

6.3 Interpretation; Venue.

6.3.1 Interpretation. This Agreement shall be interpreted and governed by the laws of the State of California without regard to the choice of law or conflicts.

6.3.2 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.

6.4 Compliance with Laws. Concessionaire shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes.

6.5 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.

6.6 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.

6.7 Counterpart and Facsimile Signatures. This Agreement may be signed in counterparts and by facsimile signatures, all of which when taken together shall constitute one and the same Agreement.

[remainder of page intentionally blank]

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

NAPA VALLEY LAND COMPANY LLC

By: _____
GREG PITTS, Owner

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: October 9, 2025 PL Doc. No. 137494	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____


EL CAMPO
DEL SOL
NAPA VALLEY, CA

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- the vision
- the property
- the project
- the napa valley



sailing lake berryessa circa 1965

executive summary



inspirational imagery for el Campo del Sol Resort

the vision

With "glamping's" popularity skyrocketing in the Western United States, the potential for an upscale, comfort-camping experience at Lake Berryessa in the Napa Valley represents a truly unique opportunity. Lake Berryessa offers the ideal location for the perfect blend of couples, group and family-oriented tourism, mountain and lake recreation, and potential for new development. Our vision is to create a glamping resort of unprecedented experience and scale in United States.

Campo del Sol, LLC (the "Sponsor") will create a unique resort property in the Napa Valley that will be positioned as an upscale recreational camping ("glamping") destination that is highly programmed and amenitized, representing the intersection of the traditional campground experience and a lifestyle resort hotel experience. This hybrid approach to hospitality and recreation will provide a product and experience that will induce a high level of demand at a reasonable and approachable cost level.

The Resort will be differentiated from the balance of Napa Valley given its unique location, positioning, amenities, program offerings and lodging product. The project will benefit from a relatively low development cost per key, zero up front land cost and existing high lodging rates and demand in Napa Valley. The Resort will also be conceived and developed to accommodate group events, weddings, retreats and small conferences and to appeal to both a family and non-family demographic.

The project will also benefit from being situated on Lake Berryessa, a significantly under-utilized and majestic natural lake setting, adding to the project's unique positioning in Napa Valley. These elements significantly mitigate the risks of the project while providing for long-term sustainability.

the opportunity

Project Highlights

- In addition to attracting a portion of existing Napa Valley clientele, the project will also appeal to a broader diverse demographic than those that historically visited and recreated in Napa Valley;

- Located 30 minutes from downtown Napa and 1 to 2 hours from over 9 million residents in the greater San Francisco Bay Area, el Campo del Sol will be one of few "glamping" resorts of scale in Northern California;

- The project will benefit from an existing high Average Daily Rate (ADR) environment that the project can "draft" below from a value pricing perspective;

- Utilizing existing roads and partial infrastructure in addition to a creative approach to development of lodging units (e.g. low-cost but quality pre-fab cabins and safari style tent cabins), the project can significantly mitigate risk due to a low overall cost-per-key compared to traditional development approaches applied in resort environments;

- The project will be unique in the Napa Valley offering a highly curated "Napa" experience while also providing immediate access to nature and wildlife and associated recreation, including an amazing underutilized natural resource, Lake Berryessa;

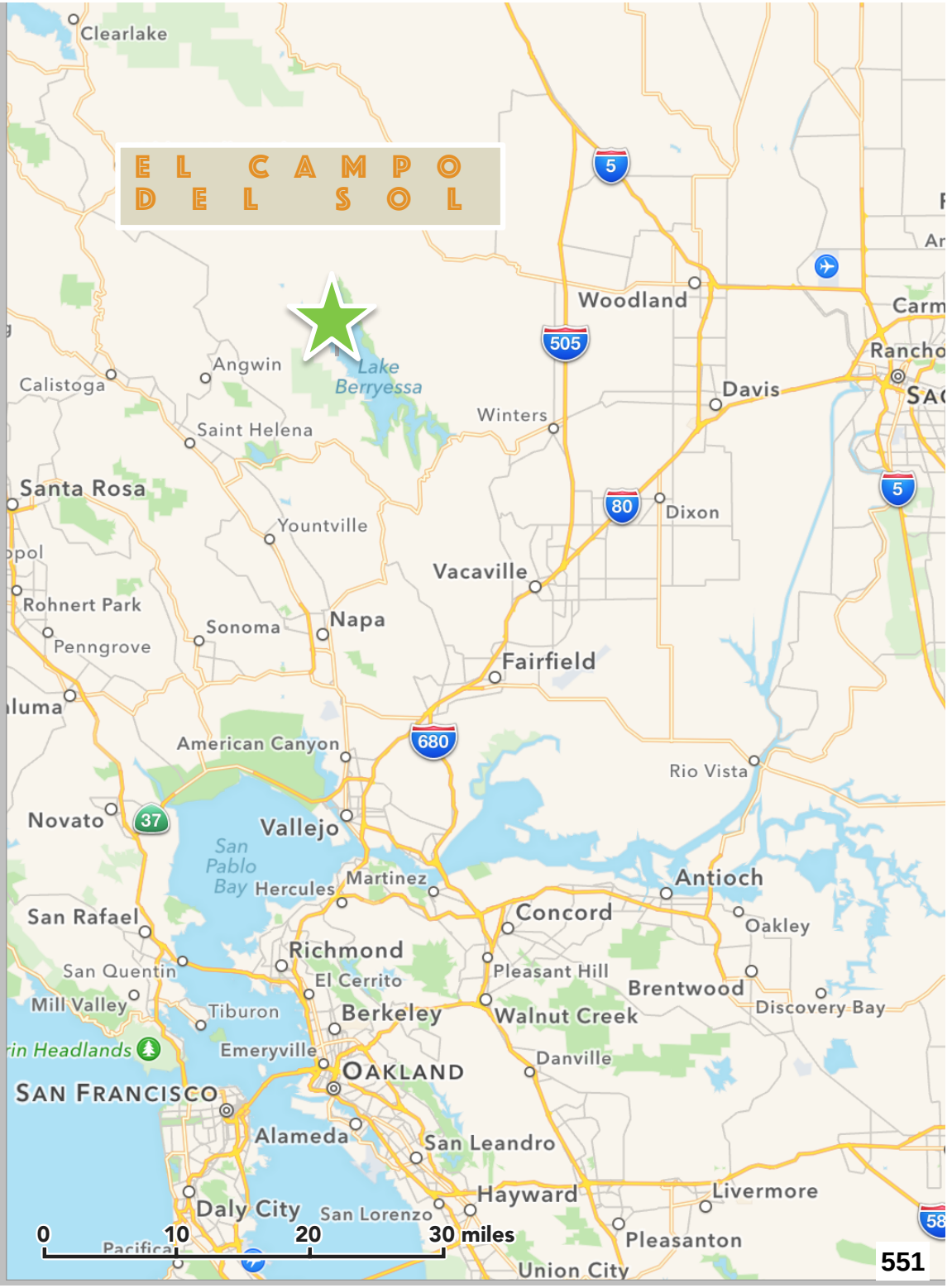
- The project will also be unique in that it will offer a Napa experience that specifically caters to families and a broad universe of groups business other than high-end weddings catered to in Napa Valley;


the property
el Campo del
Sol shoreline

the property

Consisting of 186 acres with almost 2 miles of lake frontage, the property is located in Napa Valley, CA within easy driving distance of the entire San Francisco Bay Area and over 9 million residents.

With easy access from San Francisco, Sacramento, Oakland, San Jose and all other neighboring communities, el Campo del Sol can be enjoyed as an easy weekend get-away or a longer duration vacation. The property will also serve as the gateway to the newly dedicated National Monument, Berryessa Snow Mountain Wilderness Area which offers extensive hiking, biking and wildlife.



the property



the property



The Resort

The Resort will be developed to appeal to a demographic interested in a new growing trend referred to as "glamping" (i.e. glamorous camping) while also appealing to those seeking a unique and authentic campground experience. The camping and lodging options will include a combination of:

- Safari style tent camping units (including fire-ring, picnic tables, electrical outlets, outdoor showers and some with private bathrooms);
- 1 bedroom, 400 square foot contemporary rustic park model units (e.g. the Wheelhaus model – see www.wheelhaus.com) including living room/kitchen area (with pull out couch) and separate bedroom area (also including fire-ring, picnic tables, outdoor electrical outlets and outdoor showers);
- 2 bedroom, 400-1,000 square foot contemporary rustic park model units (e.g. the Wheelhaus model – see www.wheelhaus.com) including living room/kitchen area (with pull out couch) and separate bedroom area (also including fire-ring, picnic tables, outdoor electrical outlets and outdoor showers);
- Yurt camping units (including fire-ring, picnic tables, electrical outlets and outdoor showers);
- Hike-in and Boat-in remote tent campsites with no-utilities (but including fire-ring and picnic table);
- Group campsites with utilities (including fire-ring, picnic tables, electrical outlets and outdoor showers);









EL CAMPO DEL SOL

The Facilities

- 8,000 square foot Town Hall style gathering lodge – this facility will serve as a gathering place for the Resort community but will also be available for rent for events, group meetings, weddings and small conferences;

- 2,400 square foot Retail Center – this facility will include retail outlets as well as an Adventure Center (including the Nature, Arts & Crafts Center; Kids Camp headquarters - the Kids Camp will also include a Tee-Pee Village; Trail and Fishing Guide Center and Rental Kiosk; and Ziplining course kiosk);

- 2,400 square foot Restaurant, Bar & Grill – the restaurant, grill and bar will be strategically located to maximize views of the lake and surrounding natural landscape on the point at Berryessa Shores. This facility will include indoor and outdoor seating and will also be accessible by boat via courtesy docks located proximate to the facility. The restaurant menu will a Napa Valley inspired menu appealing to tourists seeking a Napa Valley culinary experience. The Sponsors have already identified several acclaimed chefs from the Napa Valley that have expressed an interest in working with the Sponsors in providing this experience;

- Marina & Drydock Storage Area – the Resort will offer four loading ramps, marina slips, courtesy docks and on-land and drydock storage;

EL CAMPO DEL SOL









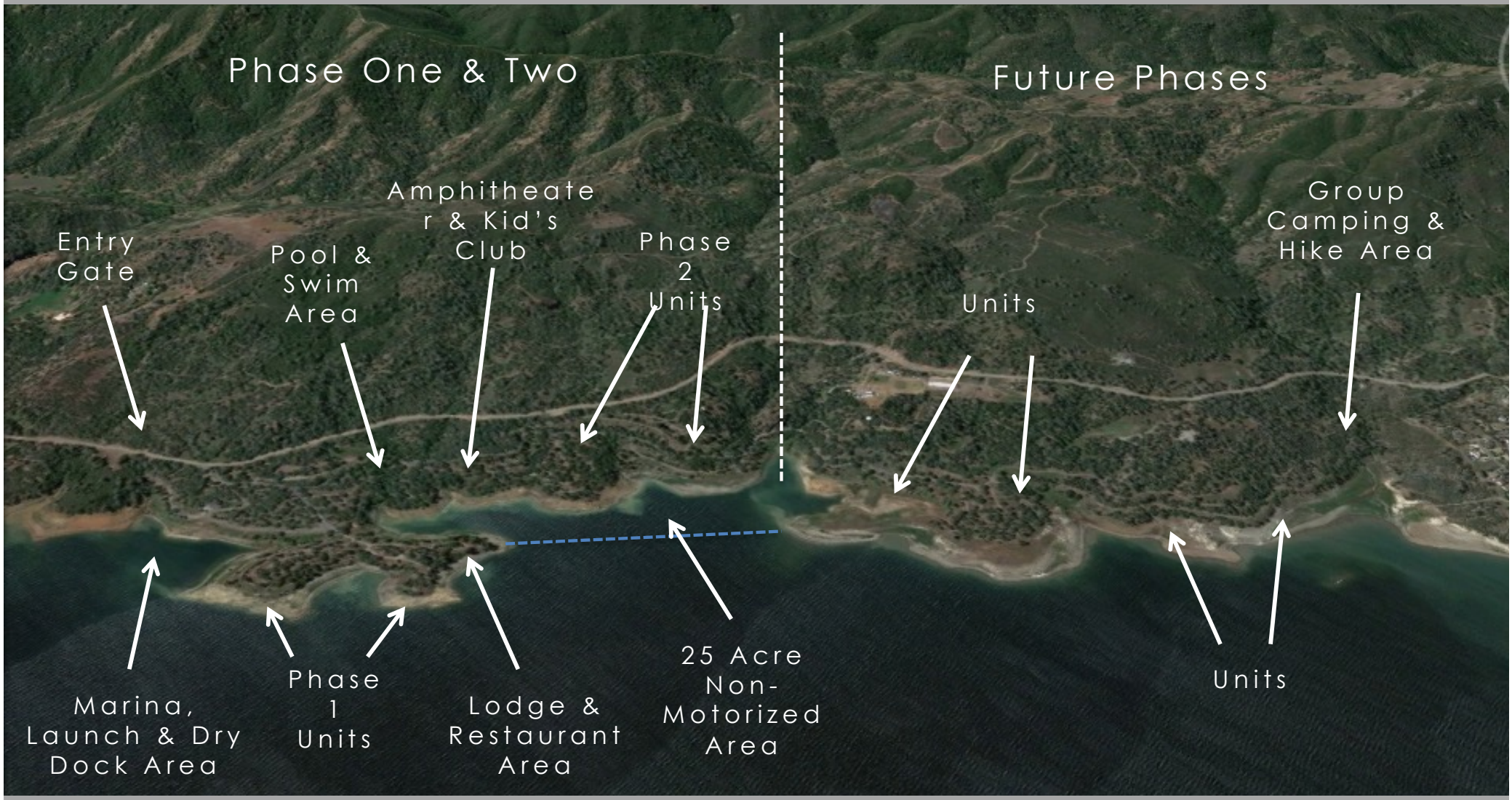




Amenities & Programming

- Approximately 25 acres of cordoned-off and protected swimming and non-motorized boating area – the will appeal to both the stand-up paddle, kayak and canoeing crowd as well as families seeking warm, safe swimmable waters;
- Water-based rental fleet – the Resort will rent canoes, kayaks, stand-up paddle boards, peddle boats, row boats and small sail boats as well as motorized pontoon boats, ski and wakeboard boats and houseboats at the marina area;
- Amphitheater area for gatherings and music events;
- Pool, wading pool and water park area;
- Playground and water/sand playground area;
- Soccer pitch;
- Ropes-course and zip-lining park for individual use and team/confidence building programs;
- Mountain biking and hiking trail;
- Fish cleaning station;
- Kids Camp & Adventure program;
- Nature Program with docent led nature hikes and water based excursions;
- Wake-boarding, water skiing and sailing lessons;
- Campfire music
- Campfire smores
- Winemaker led wine tasting events;
- Communal Winemaker and Chef Inspired dinners and events;

the project & preliminary phasing



EL CAMPO DEL SOL

the project

"glamping" at lake berryessa circa 1965



EL CAMPO DEL SOL



sunset at el Campo del Sol

the napa valley

The project is well positioned to achieve strong performance results and profitability due to its differentiating factors as well as Napa Valley's well established market demand. While Lake Berryessa is not within the core of the existing Napa Valley market area, it is proximate and will offer a unique and differentiated experience in an extremely mature tourism market:

Existing World-Class Tourism Market. Napa Valley is an international culinary and wine destination with over 5 million tourists annually. Napa boasts 200+ wineries, 400 wine brands, 85 restaurants (with 12 Michelin awards in 2015).

Well Established Resort and Hotel Market. There are over 5,200 exiting rooms in the Napa Valley with at least another 1,000 under development. With continued increasing rates and hotel sales prices in the market (recently Bardessono Hotel sold for $1.38MM per room on Yountville), the Napa Valley needs additional more affordable rooms and experiences.

High Barriers to Entry. The Property has unique grandfathered entitlements and jurisdiction that falls within the Bureau of Reclamation (as opposed to the more stringent Napa County) within the Napa Valley Agriculture Preserve. Its picturesque views of Lake Berryessa make it a highly sought after location. With strict zoning measures in place that virtually prohibit the conversion of agricultural lands into commercial property, any new developments in the County on sites that are not already zoned Commercial Limited (CL) requires a vote of the people.

Recreational Focused with Great Food & Wine. While the majority of the Napa Valley focuses on food & wine, el Campo del Sol will offer its guests soulful food & wine experiences while also offering a unique recreational experience including hiking, boating, water sports, horse back riding, mountain biking, zip lining and more. El Campo del Sol will partner with local chefs and vintners to create exceptional culinary adventures in a casual environment.


el Campo del Sol in Springtime

the napa valley

Napa Valley is known for its exquisite vineyards, wineries and diverse gastronomic culture. These attractions, combined with Napa's stunning beauty, proximity to the San Francisco Bay Area (population 9MM), the booming Silicon Valley, and three international airports, center it as a major hub of travel activity. Access to rich cultural offerings in art, music, history, artisanal craft producers and retailers results in an area that is truly unique and highly desirable from a tourism perspective. Furthermore, the entire Napa Valley is within a protected agricultural preserve with strict development limitations and controls, resulting in product scarcity, high barriers to entry, high levels of demand and pricing premiums.

- Napa Valley draws over 5 million visitors annually generating $1.3 billion in annual economic impact.
- Located 50 - 80 miles from 3 major International airports - one of the most trafficked travel hubs in the world.
- Every 24 hours, guests of Napa Valley generate approximately $4 million to local businesses.
- As of 2012, there were 5,232 hotel rooms in Napa County (a 42% increase over 3,693 rooms in 2002) with over 1,200 new rooms under development as of 2014.
- The luxury hotel market continues to grow with increasing average daily rates, making it more and more difficult to find affordable accommodations in the Napa Valley.
- Between 2005 and 2008, prior to the economic downturn, Napa Valley occupancy levels grew from 64.9% to 70.3% , ADR increased from $384 to $478 and RevPar increased from $250 to $336 [(1)]. These growth rates are in part attributable to the high barriers to entry and limited supply in the market.
- Following the economic downturn, between 2009 and 2013, within the Luxury set, ADR increased by 38% and RevPAR increased by 82% showing a strong and rapid recovery in Napa Valley [(2)].
- While only 4% of California's wine is made in Napa Valley, the region accounts for 25% of the state's wine industry revenue further demonstrating the strong demand for luxury and experiential products in general in Napa Valley.

(1) Data based on an upscale and luxury competitive set of 896 keys including Bardessono Inn and Spa, Auberge du Soleil, Calistoga Ranch, Carneros Inn, Harvest Inn, Northblock, Inn at Southbridge, Meadowood, Napa Valley Lodge, Solage, Villagio Inn & Spa, Vintage Inn and Yountville Inn

(2) Data based on a luxury competitive set of 445 keys including Solage, Bardessono Inn and Spa, Auberge du Soleil, Meadowood, Carneros Inn and Calistoga Ranch

INTERIM CONCESSION CONTRACT

Napa County Agreement No. 260224B

With

Spanish Flat Campground, Inc.

For

Spanish Flat Recreation Area

IDENTIFICATION OF THE PARTIES

THIS Interim Concession Contract is made and entered into by and between Napa County, hereinafter referred to as "County" and Spanish Flat Campground, Inc, hereinafter referred to as the "Concession Contractor;" together, County and the Concession Contractor to be referred to as "the Parties."

WITNESSETH:

WHEREAS, the United States Bureau of Reclamation ("Reclamation") and the County entered into Managing Agreement Number 20-LC-20-2623 (Napa County Agreement No. 200285B) dated March 9, 2020, for the administration, operation, maintenance and development of public recreation facilities, protection of natural and cultural resources, and provision of public health and safety at Lake Berryessa; and

WHEREAS, the County is pursuing a long term concession agreement for the improvement and operation of the Spanish Flat Recreation Area, but in the meantime needs to continue operation of the Spanish Flat Recreation Area on an interim basis while those efforts proceed; and

WHEREAS, the Spanish Flat Recreation Area was closed on September 3, 2025, but the County intends to reopen the site next year; and

WHEREAS, the County and Concession Contractor wish to enter into this agreement for Concession Contractor to reopen and operate the Spanish Flat Recreation Area on an interim basis while a long term concession agreement is pursued by the County;

NOW, THEREFORE, pursuant to its authority under the Managing Partner Agreement with Reclamation, County and the Concession Contractor agree as follows:

DEFINITIONS

The following terms used in this Interim Concession Contract and the exhibits to this Interim Concession Contract will be defined, for the purposes of this Interim Concession Contract and exhibits, as set forth below. Definitions apply to both the singular and the plural forms of the defined terms:

"Applicable Laws" means Federal, State, and local laws, regulations and Executive Orders, governing the development, operation, and maintenance of recreation facilities and services at Lake Berryessa, including, but not limited to, both Reclamation Policies and Directives and Standards, along with the rules, regulations, codes, and other requirements promulgated under those laws, whether now in force, or amended, enacted or promulgated in the future.

"Authorized Services" means those services not specifically required under the Interim Concession Contract, but requested by the Concession Contractor and approved by County, which facilitate providing public services and conveniences consistent with this Interim Concession Contract.

"Best Management Practices" means policies and practices that apply the most current and advanced practicable means and technologies available to the Concession Contractor to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Interim Concession Contract. Best Management Practices are expected to change from time to time as technology evolves.

"Catastrophic Hazard Deficiency" means a condition or practice which could result in immediate and imminent danger of death or permanent disability, chronic or irreversible illness, or major damage to property or resources.

"Concession Area" means the lands lying within the Federal Estate which County authorizes the Concession Contractor to use for the purposes of this Interim Concession Contract, as described in Exhibit A.

"Concession Contractor Improvement(s)" means Fixed Assets provided by the Concession Contractor pursuant to the terms of this Interim Concession Contract and with the written approval of County for the purposes of this Interim Concession Contract including buildings, Structures, Fixtures, equipment, and other improvements affixed to the assigned lands in such a manner as to be a part of the real property. Docks and other floating structures currently in place or that have been constructed by the Concession Contractor pursuant to the terms of this Interim Concession Contract are included in this category. Concession Contractor Improvements that are affixed to the lands assigned to the Concession Contractor do not include any interest in the land upon which the improvements are located. Additionally, a Concession Contractor Improvement does not include any interest in Personal Property of any kind including, but not limited to, vehicles,

boats, houseboats, or other objects, regardless of size, unless an item of Personal Property becomes a Fixture as defined in this Interim Concession Contract. Concession Contractor Improvements exclude site preparation work such as grading, cutting, and filling of soil or rock.

"Contracting Officer" means the County's Lake Berryessa Concession Manager.

"Critical Hazard Deficiency" means a condition or practice which could result in permanent partial disability, temporary total disability greater than three (3) months, significant property, or resource damage.

"Day" or "days" means calendar days, unless the Contract shall specifically refer to business days, which shall exclude weekends and federally recognized holidays.

"Depreciation" means the allocation of the cost of an asset over time for accounting or tax purposes to account for the decline in the value of an asset due to wear and tear or obsolescence. The method for calculating the depreciation may conform to generally accepted accounting principles or the Internal Revenue Service requirements, whichever is appropriate to the application.

"Exhibit(s)" means the various labeled documents attached to the main body of this Interim Concession Contract, all of which are binding and enforceable parts of the Interim Concession Contract.

"Federal Estate" means the Federal land and water areas of the Solano Project that are under the jurisdiction of the Department of the Interior, Bureau of Reclamation.

"Fixed Assets" means Structures, and/or Fixtures, permanently attached to the Federal Estate.

"Fixtures" means manufactured items of property of an independent form and utility, necessary for the basic functioning of a Structure that are affixed to and considered to be part of the Structure as real property once installed. Fixtures do not include building materials until incorporated into a Structure (e.g., wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper and paint, walk-in refrigerators or freezers, toilets, sinks and faucets).

"Franchise Fee(s)" means a payment to County that is considered a direct return upon consideration of the value to the Concession Contractor of the use, rights, and privileges granted by this Interim Concession Contract.

"Gross Revenues" or "Gross Receipts" means the total amount received or realized by, or accruing to, the Concession Contractor from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Interim Concession Contract, commissions earned on contracts or agreements with other persons or companies operating in the area, and earnings from electronic media sales,

but excluding:

- Intra-company earnings on account of charges to other departments of the operation (such as laundry).
- Charges for employee's meals, lodging, and transportation.
- Receipts from the sale of non-retail property including, houseboats and personal watercraft.
- Receipts from the sale of State and local licenses (such as fishing and hunting licenses).
- Interest on money loaned or in bank accounts.
- Income from investments.
- Income from any affiliated companies not arising from business conducted in conjunction with this Interim Concession Contract.
- Sale of property that was acquired for the purpose of resale and not for use under this contract.
- Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postages stamps, provided that the amount excluded shall not exceed the amount actually due or paid Government agencies.
- Insurance proceeds from a casualty.

All monies actually received by the Concession Contractor from coin operated devices provided by the Concession Contractor or through vendors authorized by the Concession Contractor and consistent with this Concession Contract shall be included in Gross Revenues.

"Improvements" means any addition to real property that increases its value, utility, or that enhances its appearance.

"Intangible Assets" means an asset without physical form, such as a contract right that may be owned that provides the owner with value.

"Minor Hazard Deficiency" means a condition or practice represents minimal threat to human health and safety (e.g., injuries requiring first aid or minor medical treatments), property or resources, but is still in violation of a standard.

"Personal Property" means all tangible assets not affixed to the land. Personal Property includes but is not limited to: vehicles, boats, houseboats, barges, or other objects, regardless of size, unless an item of Personal Property becomes a Fixed Asset as defined in this Interim Concession Contract.

"Required Services" means the minimum services required that facilitate providing public services and conveniences consistent with this Interim Concession Contract.

"Significant Hazard Deficiency" means a condition or practice which could result in hospitalized minor injury, reversible illness, a period of disability three (3) months or less (e.g., lost time or restricted workday accident), a compensable injury or illness, and/or minimal property or resource damage.

"Structures" means a building or other Improvement affixed to the land so as to be part of the real estate. A Structure may include both constructed infrastructure (e.g., water, power, and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, paved driveways, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or other improvement. Interior furnishings that are not Fixtures are not part of a Structure. Structure excludes site preparation work such as grading, cutting, and filling of soil or rock.

SECTION 1 – TERM OF INTERIM CONCESSION CONTRACT

A. TERM OF INTERIM CONCESSION CONTRACT

1. Period of Performance

This Agreement, herein and hereafter referred to as the "Interim Concession Contract" shall be effective on January 1, 2026, and shall expire on October 31, 2027, unless terminated earlier in accordance with this Interim Concession Contract. County may extend the term of the Interim Concession Contract one additional year, in its sole discretion, on the same terms and conditions by providing written notice to Concession Contractor at least sixty (60) days prior to the expiration date.

2. Discontinuance of Services

Unless specifically authorized in writing by County, the Concession Contractor shall provide no Required or Authorized Services nor conduct commercial activities within the Concession Area during the final 30 days of the term stated above, in order to conduct various close-out activities. Assuming no early termination during the final 30 days of the term stated above, the Concession Contractor is authorized to access the concession area solely to conduct County approved actions to remove Concession Contractor Improvements and Concession Contractor Personal Property and perform final clean-up activities.

3. Responsibility for removal of Concession Improvements and Personal Property

Nothing in this section shall lessen the responsibility of the Concession Contractor to carry out actions to remove Concession Contractor Improvements and Concession Contractor Personal Property and perform final clean-up activities as specified in Section 4.H of this Interim Concession Contract unless specifically authorized in writing by County.

4. Residing at Concession Area

County and Concession Contractor agree that while employee housing is allowed at the Concession Area pursuant to Exhibit D, Paragraph D.3.d.xxv of this Agreement, federal law only allows employees to live on concession property while concessions are being operated for public use pursuant to federal regulations found at 43 C.F.R. § 429.4(b)(6). Otherwise, residing on BOR land is prohibited pursuant to federal regulations found at 43 C.F.R. § 429.31(b). Concession Contractor shall ensure that none of its employees are residing at the Concession Area beyond 10 days after this Agreement is terminated or expires.

B. INTERIM CONCESSION CONTRACT TERMINATION

1. Termination by Mutual Agreement

Upon mutual written agreement, the Concession Contractor and County may terminate this Interim Concession Contract.

2. Termination for Material Breach

County may terminate this Interim Concession Contract if County determines that the Concession Contractor has materially breached any requirement of this Interim Concession Contract. By way of example, the Interim Concession Contract includes the following requirements, the material breach of any of which would likely result in termination:

- Maintain and operate Concession Contractor Improvements and the Federal Estate within the Concession Area to the satisfaction of County.
- Provide those Required Services pursuant to this Interim Concession Contract.
- Pay the established Franchise Fee.
- Comply with Applicable Laws.

Reclamation may also terminate this Interim Concession Contract for a material breach by Concession Contractor, using the same procedure as County, including but not limited to Concession Contractor's opportunity to cure a material breach.

Concession Contractor may terminate this Interim Concession Contract if Concession Contractor determines that the County has materially breached any term, requirement or covenant of this Interim Concession Contract. County shall be afforded 30 days to cure the breach after written notice or in the case the breach cannot be cured within such 30 days, County shall have such longer period of time as shall be reasonably necessary so long as County shall have commenced to cure or caused to be commenced with such cure within the initial 30 day period and diligently prosecutes the same to completion with reasonable diligence.

3. Termination for Concession Contractor Insolvency

County may terminate this Interim Concession Contract upon the filing by the Concession Contractor of any petition seeking relief under any provision of the Bankruptcy Act or successive legislation; an assignment by the Concession Contractor for the benefit of creditors; a petition or other proceeding against the Concession Contractor for the appointment of a trustee, receiver, or liquidator. County may immediately terminate this Interim Concession Contract if the Contracting Officer determines that the Concession

Contractor is unable to perform the terms of the Interim Concession Contract because of such filings or assignments.

4. Termination in Favor of Long-Term Concession Contract

This Agreement shall terminate upon the execution of a long-term concession agreement for the Concession Area and mobilization of a new concessionaire. County shall provide Concession Contractor with at least sixty (60) days prior written notice of termination due to a long-term concession agreement, to provide Concession Contractor time to wind down its operations and transition to a new concessionaire.

5. Termination Notification

Termination of this Interim Concession Contract for any reason shall be preceded by written notice to the Concession Contractor, provided however, Concession Contractor shall be afforded the right to cure such breach as provided in Section 1(D) below.

C. INTERIM CONCESSION CONTRACTOR SUSPENSION

1. Suspension for Breach

County reserves the right to immediately suspend the Concession Contractor's operations in the event of a material breach of this Interim Concession Contract. In the event of a material breach of this Interim Concession Contract, County will provide the Concession Contractor an opportunity to cure by providing written notice to the Concession Contractor of the breach and Concession Contractor shall have the right to cure as provide in Section 1(D) below.

2. Suspension for Resource Protection or Public Safety

County may temporarily suspend operations under this Interim Concession Contract in whole or in part, as deemed necessary, in order to protect area visitors or to protect, conserve, and preserve natural, cultural, or physical area resources. This Interim Concession Contract may also be suspended in whole or in part, for substantial Contract violations such as health and safety or regulatory noncompliance, as deemed reasonably necessary by County, until such violation is cured by the Concession Contractor.

3. Suspension Commensurate With Violation

The suspension will be based upon the extent to which these violations have occurred or reoccurred. No compensation of any nature shall be due the Concession Contractor by County in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, wages, or the necessity to make expenditures as a result of the suspension.

D. CURE OF BREACH

In the event of a monetary breach, County will give the Concession Contractor a period of 15 days to cure the breach after written notice.

In the event of a non-monetary breach, County will give the Concession Contractor 30 days to cure the breach or submit a plan to the County to cure the breach. The plan must be approved by County and must be initiated within 30 days of County's approval and completed on a schedule acceptable to County. *Provided*, if in County's view, exigent circumstances exist that require a more immediate response, County may require immediate resolution of any breach, in which case County shall give reasonable notice of the circumstances.

If a breach is not cured within the above stated period of time, the Contracting Officer may terminate this Interim Concession Contract for default or suspend applicable operations. Notwithstanding this provision, successive, multiple breaches (two or more) of the same nature shall be grounds for termination for default without a cure period.

E. NOTICE OF BANKRUPTCY OR INSOLVENCY

The Concession Contractor or any affiliated organization must give County immediate notice after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concession Contractor must also give County immediate notice of any petition or other proceeding against the Concession Contractor for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this Interim Concession Contract or any part thereof upon execution, attachment, or other process of law or equity. For purposes of the bankruptcy statutes, County considers that this Interim Concession Contract is not a lease but an executory Contract exempt from inclusion in assets of the Concession Contractor pursuant to 11 United States Code (U.S.C.) 365.

F. CONTRACT EXTENSION

Except for the extension included in Paragraph 1(A)1, the term of this Interim Concession Contract may only be extended by mutual written amendment approved by the Board of Supervisors.

G. NO RIGHT OF RENEWAL

This Interim Concession Contract does not include a right of renewal.

H. SALE OR TRANSFER OF INTERESTS

1. Sale of Contract Interests

Unless specifically authorized in this Interim Concession Contract, the Concession Contractor shall not transfer, assign, sell, or otherwise convey or pledge any property or other interests under this Interim Concession Contract. County shall not be obliged to recognize the right of any person or entity to an interest in this Interim Concession Contract of any nature, including but not limited to operating rights.

2. Sale of Operations or Services

The Concession Contractor under Section 1.H of this Interim Concession Contract has no rights for the assignment or sale of interests pertaining to the operations, described in Section 2 of this Interim Concession Contract for Required and Authorized Services. County shall not be obliged to recognize the right of any person or entity to an interest in this Interim Concession Contract of any nature, including but not limited to operating rights.

3. Sale of Concession Contractor Improvements or Personal Property

Upon approval from County, the Concession Contractor shall have the right to sell their Concession Contractor Improvements and Personal Property owned by the Concession Contractor with the intent to remove them from the Concession Area, *provided* the sale of such Concession Contractor Improvements or Personal Property owned by the Concession Contractor does not interrupt the provision of Required and Authorized Services.

a. The sale of Personal Property owned by the Concession Contractor by anyone other than the Concession Contractor is prohibited on the Federal Estate. The sale of Personal Property not owned by the Concession Contractor is prohibited on the Federal Estate.

b. The Concession Contractor shall inform the person(s) purchasing the Concession Contractor Improvements and Personal Property owned by the Concession Contractor that such personal property and improvements must be removed from the Federal Estate within 30 calendar days of the date of sale and at no expense to County. The removal of such personal property and improvements shall be performed in such a manner as to not disrupt the concessions operations, adversely affect the safety or enjoyment of the visiting public, or negatively impact natural or cultural resources.

c. The Concession Contractor shall assume responsibility and liability for any damage to persons, property, or assets that may occur during the removal or transportation of such personal property and improvements. Actions taken under this subsection shall be subject to the Concession Contractor's duties described in Section 6.A of

this Interim Concession Contract. The Concession Contractor shall hold Reclamation and County harmless for any damage to either property or assets that may occur during the removal or transportation of such property and assets.

SECTION 2 - SERVICES AND OPERATIONS

A. GENERALLY

1. County hereby authorizes the Concession Contractor to use the lands described in Exhibit A for public outdoor recreation use, as the Concession Area, subject to the terms and conditions of this agreement.

2. The Concession Contractor shall, at no cost to County, manage the Concession Area by providing, operating, and maintaining all Concession Contractor Improvements, facilities, conveniences, utilities, landscaping, and visitor services within the Concession Area unless otherwise specified in this Interim Concession Contract. Management of the Concession Area, including any construction, alteration, renovation, or repairs, shall be in accordance with all Applicable Laws and be approved by County prior to implementation as specified in this Interim Concession Contract.

    a. During the term of this Interim Concession Contract, the Concession Contractor is not required to provide new Concession Contractor Improvements in order to provide the Required Services outlined in Section 2.B.1; however, Concession Contractor Improvements may be necessary for Authorized Services which the Concession Contractor elects to provide pursuant to Section 2.B.2.

3. Certain Government furnished Improvements and Personal Property is available for use by the Concession Contractor as described in Exhibit B.

4. During the term of this Interim Concession Contract, the Concession Contractor is not authorized to provide any service, facility, or activity not identified within this Interim Concession Contract or other contract between Concession Contractor and County.

5. The Concession Contractor shall ensure that adequate staffing and management is available to provide, operate, and maintain the Concession Contractor Improvements, facilities, conveniences, utilities, landscaping, and visitor services in accordance with this Interim Concession Contract to such an extent and in a manner considered satisfactory by County.

6. Private exclusive use involving recreational or residential uses to the exclusion of public use shall not be permitted. This Interim Concession Contract shall comply with 43 CFR Part 429, excluding concession facilities, and is subject to the provisions of this code in the event of non-compliance.

B. SERVICES

1. Required Services

During the term of this Interim Concession Contract, the Concession Contractor shall

provide the following Required Services to the public within the Concession Area:

a. Boat Launching – Manage, operate, and maintain a suitable lake access area for launching car-top boats, personal watercraft and paddle craft (trailered launching shall not be provided); launching amenities including signage, designated parking stalls, 5-mph buoys, restroom facilities, and trash and recycling receptacles.

b. Day Use - Manage, operate, and maintain day use sites which provide visitors a picnic table, barbeque, and access to the lake. The Concession Contractor shall also provide related day use amenities including signage, single vehicle parking stalls, truck and trailer parking stalls, trash receptacles, and trash disposal services along with restroom facilities and hand washing stations for day use visitors in accordance with this Interim Concession Contract and in the required quantities shown in Exhibit B.

c. Camping - Manage, operate, and maintain camping sites (campsites for tent only, recreational vehicles (RV) only, and standard multipurpose use) in accordance with this Interim Concession Contract and in the quantities shown in Exhibit B. Concession Contractor shall obtain a permit to operate from the California Department of Housing and Community Development (Mobilehome Parks Program), and an annual permit to operate from Napa County, Planning, Building and Environmental Services Department. Camp sites shall include a table, barbeque/fire ring, tent site as applicable, parking stall, and access to the lake. Concession Contractor shall provide supporting amenities including signage, trash and recycling receptacles, restroom facilities, and hand washing stations and shall service those amenities to provide a safe, clean, and healthy environment. Required quantities for restrooms shown in Exhibit B.

d. Retail Sales – The Concession Contractor shall manage, operate, and maintain public retail sale areas featuring bottled potable water at a minimum.

e. Buoys – The Concession Contractor shall manage and maintain Reclamation furnished 5-mph buoys at the Concession Area as specified in Exhibit B.

f. Site Security - The Concession Contractor shall assume full responsibility for providing for the security and safety of the public, and for facility and resource protection within the Concession Area. The Concession Contractor shall provide security at a level necessary to ensure public safety, including facility and resource protection for the term of this Interim Concession Contract. During peak periods additional safety and security personnel may be required to be provided by the Concession Contractor. Security personnel shall be registered with the State of California. Security Requirements are further specified in Exhibit D.

2. Authorized Services

During the term of this Interim Concession Contract, the Concession Contractor may provide the following Authorized Services with prior approval by County:

a. Marine Fueling Service – Provide, operate, and maintain marine fueling facilities and service for vessels.

b. Watercraft Rental Operation – Manage, operate, and maintain rental facilities and provide pleasure boats and Personal Water Craft for rent to the public.

c. Wet Slip Rentals – Provide, operate, and maintain temporary wet slip rentals for privately owned boats. County may limit rental wet slips of any size in accordance with allocations set forth in Applicable Laws including current or future policy regarding lake-wide capacity decisions.

d. Day Use - Additional day use sites which provide visitors a picnic table, barbeque, and access to the lake may be authorized as shown in Exhibit B. Additional day use sites shall provide the same level of amenities and service provision as those required by Section 2.B.1, of this Interim Concession Contract.

e. Camping - Additional tent, RV, and standard campsites providing a table, barbeque/fire ring, parking stall, and access to the lake may be authorized in the quantities shown in Exhibit B. Additional camping sites shall provide the same level of amenities and service provisions as those required by Section 2.B.1, of this Interim Concession Contract.

f. Retail Sales – Management, operation, and maintenance of public retail sales featuring supplies such as firewood, sundries, souvenirs, and groceries, along with camping, boating, and fishing supplies. County shall retain the right to prohibit the sale of any items determined to be inappropriate, obscene, or illegal for retail sales at such concession areas.

g. Trailered Boat Launching - Manage, operate, and maintain a suitable boat launch area for launching trailered boats; courtesy docks, and launching amenities including signage, designated single vehicle parking stalls and truck and trailer parking stalls, 5-mph buoys, restroom facilities, and trash and recycling receptacles.

h. Manage and operate a Reservation Service for the purpose of receiving advance reservation of day use and camping sites at the Concession Area.

C. OPERATING PLAN

The Operating Plan, Exhibit D, shall be the operating document for the term of this Interim

Concession Contract unless amended with County's approval.

1. General Operation Standards

The Operating Plan identifies the required management, seasonal hours of operation, and scope of services provided. The Operating Plan also addresses safety, sanitation, security, and fire protection for the marina facilities along with employee standards and employment conditions.

a. County reserves the right to determine and control the nature, type, and quality of the services provided and merchandise sold within the area of operation as described in this Interim Concession Contract.

b. All such services and merchandise will be compatible with the intent of the Interim Concession Contract and questions of applicability or requests for variance shall be forwarded to County for consideration. Any variance requested must be approved by County in writing.

2. Seasonal Adjustment to Operating Plan

The Concession Contractor may request a seasonal adjustment to the required levels of service and/or the means and methods of providing certain public services and consumables to match seasonal demand.

a. A request to seasonally adjust any required levels of service or consumables must be submitted by the Concession Contractor to County for approval as an amendment to the Operating Plan.

b. Request(s) shall outline in detail the specific service(s) to be adjusted, documentation of historic public demand supporting a seasonal adjustment, and the proposed seasonal adjustment to the seasonal period and level of service and/or an adjustment to the means and methods of providing such services.

D. LEGAL, REGULATORY, AND POLICY COMPLIANCE

This Interim Concession Contract, and its administration by County, shall be in accordance with all Applicable Laws, including applicable Federal policies governing the area of operation. The Concession Contractor shall operate and maintain its facilities and appurtenances in safe and effective working order, in compliance with all Applicable Laws.

All terms of the Interim Concession Agreement will be interpreted and implemented at a minimum in accordance with Reclamation Manual Policy LND P02, dated March 4, 2002; Reclamation Manual Directives and Standards LND 04-01, dated April 29, 2002; and Reclamation Concession Management Guidelines, dated April 2005, and their subsequent amendments and/or approved waivers effective the date of this Interim Concession

Contract (collectively, "Policies").

The Concession Contractor shall give County immediate written notice of any violation of Applicable Laws by the Concession Contractor, including its agents, or contractors, and, at its sole cost and expense, must promptly rectify any such violation. Failure to notify County and a failure to rectify the violation(s) will be considered a breach of the contract and may be reason for County to terminate the contract or suspend operations in accordance with Section 1.B or 1.C.

E. RATES FOR GOODS AND SERVICES

Rates for all Required Services, Authorized Services, and goods shall be reasonable and appropriate for the type and quality of the goods and services provided and must be approved by County.

1. Rates for Services

Rates charged by concessionaires for all facilities, services, and merchandise will be based on charges for comparable facilities, services, and merchandise provided by the private sector in similar situations. Rate approvals shall be requested in advance by the Concession Contractor in writing to County.

a. The initial rates as shown in Exhibit D shall remain in effect for all goods and services for the 2024 recreation season. Thereafter, if this Interim Concession Contract is extended, rate modification requests shall be submitted by the Concession Contractor annually by October 1 for the following calendar year.

b. Requests for rate modification shall reflect the comparable rates for like goods and services provided by the private sector operating in a competitive environment under similar operating conditions.

c. County will make reasonable efforts to respond within 15 days of receipt of annual rate modification requests.

d. County shall approve or deny such rate modification requests based upon the findings of a comparability review of like goods and services from similar concession operations or businesses, as described in Reclamation's Concession Management Guidelines, Chapter 7.

e. Should County not approve a rate request for any of the Concession Contractor's goods or services, the Concession Contractor is required to continue using the rates approved by County.

f. The Concession Contractor shall prominently post all County approved rates and charges for goods and services provided to the visiting public.

g. If the Concession Contractor disagrees with County's determination, it may request reconsideration and should submit additional supporting information to the Contracting Officer within 30 calendar days of the date of a decision on rates.

h. If the Concession Contractor does not request reconsideration of the decision on rates within the 30 days prescribed, the existing decision becomes final and non-appealable.

i. If the Concession Contractor timely requests reconsideration of rates, the Contracting Officer's decision made upon reconsideration is final and non-appealable.

F. NONDISCRIMINATION OF SERVICE TO VISITORS

The Concession Contractor shall comply with all Applicable Laws, whether now in force or made effective after the execution of this Interim Concession Contract, relating to nondiscrimination in the provision of services.

G. CONCESSION CONTRACTOR EMPLOYEES

The Concession Contractor shall employ all personnel necessary to provide the Required and Authorized Services by this Interim Concession Contract.

The Concession Contractor shall use commercially reasonable efforts to comply with all Applicable Laws relating to employment and employment conditions. The Concession Contractor shall comply with the federal minimum wage standards for contractors in Executive Order 14026, which includes a minimum wage adjusted annually with inflation, currently set at $16.20 per hour for 2023.

The Concession Contractor shall use commercially reasonable efforts to require and ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public and with County and Reclamation employees. The Concession Contractor will require its employees to wear some type of visual identifier by which they may be identified as employees of the Concession Contractor.

The Concession Contractor shall review the conduct of any of its employees whose action or activities are considered by the Concession Contractor or County to be inconsistent with the proper administration of the area and protection of visitor safety and enjoyment and shall take such lawful actions as are commercially reasonably necessary to correct the situation.

H. CONCESSION CONTRACTOR EMPLOYMENT CONDITIONS

The Concession Contractor shall comply with Applicable Laws relating to employment of workers, nondiscrimination in employment, and providing accessible facilities and services.

The Concession Contractor shall maintain, to the greatest extent possible, a drug-free environment, both in the workplace and in any Concession Contractor employee housing, within the authorized area of operation.

These responsibilities of the Concession Contractor may be exercised through an external agreement with individuals, companies, or agencies qualified to provide such assistance.

I. CONCESSION REVIEW PROGRAM

The Concession Contractor shall be evaluated by County or Reclamation under the Concession Review Program, required per Directive and Standard LND 04-01, and further described in Reclamation's Concession Management Guidelines, Chapter 8. The Concession Management Guidelines identify four separate areas of evaluation for the Concession Review Program: (1) Operation and Facilities Evaluation, (2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. Other inspections may be conducted as necessary, based upon County or Reclamation's inspection recommendations.

The Operation and Facilities Evaluation shall be conducted not less than two (2) times per year with at least one evaluation during the operating season. All other evaluations shall be conducted annually or more frequently, if determined by County or Reclamation to be needed. At all times County reserves the right on its behalf and Reclamation's to inspect the site and all facilities. County and Reclamation will be granted ingress and egress to these locations, but County and Reclamation will seek to provide reasonable notice as appropriate.

J. LEGAL VEHICLE USES IN THE CONCESSION AREA

All vehicles owned and used by the Concession Contractor must have current vehicle insurance, license, and registration as required by the State of California and be operated in accordance with all motor vehicle statutes, rules, and regulations.

K. RESERVATION POLICY

If approved as an Authorized Service, reservations shall be accepted for camping, day use, and other services in accordance with the approved reservation policy identified in Exhibit D, Operating Plan. Proposed changes to the approved reservation policy shall be submitted in writing to County for approval prior to implementation. The Concession Contractor may amend the policy, as necessary, with County's prior approval.

SECTION 3 - PROTECTION AND INTERPRETATION OF AREA RESOURCES

A. ENVIRONMENTAL MANAGEMENT OBJECTIVES

The Concession Contractor shall comply with the environmental management objectives identified in the Mid-Pacific Region Environmental Management System policy (www.usbr.gov/recman/env/env-P05.pdf) and Reclamation's "Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species" (Technical Memorandum #86-68220-07-05), which Concession Contractor may obtain from Reclamation. The manual may also be accessed at: www.usbr.gov/mussels/prevention

Compliance with Reclamation's Mid-Pacific Region Environmental Management System requires, but is not limited to, the incorporation of the following practices into marina operations.

1. Compliance with Applicable Laws

The Concession Contractor, including its employees, agents, and contractors, shall comply with all Applicable Laws pertaining to the protection of the public, employees, and natural and cultural resources within the area of operation.

2. Best Management Practices

The Concession Contractor shall be responsible for incorporating the Best Management Practices into the operations, maintenance, and construction activities occurring in the Concession Area.

a. The Concession Contractor shall provide training when applicable for all managers, supervisors, and employees regarding Best Management Practices.

b. Recycling program and other similar environmental activities shall be implemented.

c. The Concession Contractor's operation, maintenance, acquisition, and purchasing activities will, to the extent practical, promote the use of environmentally preferable products, including materials and supplies with recycled content

3. Pollution Prevention

The operation of the facilities and the provision of services under this Interim Concession Contract shall be performed in a manner that prevents, identifies, and reduces pollution at the source.

a. The Concession Contractor shall immediately report to County any event that

results in pollution or contamination adversely affecting lands, water, or facilities within the area of operation.

b. A Concession Contractor may not knowingly allow contamination of lands, water, or facilities within the area of operation including refuse, garbage, sewage effluent, industrial/commercial waste, petroleum products, hazardous materials, containers, or any other pollutants, including, but not limited to, misuse of pesticides.

c. No waste or by-product which contains any substance in concentrations which may result in harm to fish and wildlife, flora and fauna, water supplies, or human health shall be discharged onto the lands or into the waters of the Federal Estate.

d. No goods or merchandise which are explosive, toxic, or in any way hazardous shall be kept, stored, or sold except those goods or materials that are customary and appropriate for carrying on routine business.

4. Machinery and Apparatus Operations

Machinery and apparatus shall not be used and operated in such a manner as to damage the lands or waters of the Federal Estate without prior approval in writing by County, and, if applicable, Reclamation.

a. The Concession Contractor shall be responsible for cleaning of all Concession Contractor earth moving equipment, trailers, vehicles, and other equipment moving from one land site to the Concession Area, prior to arrival, for the prevention and spread of invasive species.

b. The Concession Contractor shall be responsible for the inspection and cleaning of all Concession Contractor watercraft, vehicles, pumps, trailers, and other equipment moving from one water source to another for the prevention and spread of invasive water species.

c. Gasoline, oils, and other petroleum products shall be stored, handled, and dispensed in accordance with Federal, state and local laws, regulations, and statutes.

5. Soil Erosion

The Concession Contractor shall be responsible for control of soil erosion in the Concession Area and for provision of prevention measures when such actions are required by Applicable Laws.

6. Environmental Compliance

The Concession Contractor is responsible for accomplishing, either independently or through a third party, all required California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) Section 106 compliance efforts required in connection with new Concession Contractor Improvements proposed by the Concession Contractor or Authorized Services proposed by the Concession Contractor that are not currently being provided by the existing concessionaire and to the extent any such Authorized Services require compliance pursuant to CEQA, NEPA, or NHPA Section 106. Reclamation and County, as the parties responsible for assuring proper CEQA, NEPA and NHPA Section 106 compliance, as applicable, will promptly review all compliance submittals, applications, documents, and other such work product in advance of providing approvals required for the construction of any such new Concession Contractor Improvements or the commencement of any such Authorized Services.

a. The Concession Contractor is required to pay for all costs related to CEQA, NEPA and NHPA Section 106 compliance efforts, if any, including those performed by County and Reclamation staff.

b. County will provide cost and time estimates for its CEQA, NEPA, and NHPA Section 106 compliance efforts prior to the Concession Contractor providing compliance submittals, applications, documents, and other such work product.

c. The Concession Contractor must provide payment of any costs identified in Section 3.A.6.b in advance of the Concession Contractor providing compliance submittals, applications, documents, and other such work product; upon receipt County will deposit payments into a reimbursable account to be drawn upon as charges accrue related to CEQA, NEPA, and NHPA Section 106 compliance efforts.

B. Environmental Data, Reports, Notifications, and Approvals

1. Inventory of Hazardous Substances and Inventory of Waste Streams

The Concession Contractor shall submit to County, at least annually, an inventory of Federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the area of operation by the Concession Contractor.

a. County may prohibit the use of any OSHA hazardous chemical by the Concession Contractor in operations under this Interim Concession Contract.

b. The Concession Contractor shall obtain County's approval before using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Interim

Concession Contract.

c. The Concession Contractor shall submit to County, at least annually, an inventory of all waste streams generated by the Concession Contractor under this Interim Concession Contract. Such inventory shall include any reports, manifests, or other documentation required by Applicable Law regarding waste streams.

2. Reports

The Concession Contractor shall submit to County copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to any regulatory agencies. The Concession Contractor shall also submit to County any environmental plans for which coordination with concession area operations are necessary and appropriate, in accordance with Applicable Laws.

3. Notification of Releases

The Concession Contractor shall give County immediate notification by phone, followed with a written report within 24 hours, of any discharge, release, or threatened release (as these terms are defined by Applicable Laws) within or in the vicinity of the area of operation (whether solid, semisolid, liquid, or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product, or petroleum byproduct.

4. Notice of Violation

The Concession Contractor shall similarly notify County of any actual or proposed notice of violation from other regulatory agencies of any Applicable Laws arising out of the activities of the Concession Contractor, its agents, or employees.

5. Communication with Regulatory Agencies

The Concession Contractor shall provide timely written advance notice to County of communications, including without limitation, meetings, audits, inspections, hearings, and other proceedings, between regulatory agencies and the Concession Contractor related to compliance with Applicable Laws concerning operations under this Interim Concession Contract. The Concession Contractor shall provide to County any written materials prepared by the Concession Contractor for regulatory agencies in advance of any such communications, and shall provide copies of written materials received from regulatory agencies within five (5) days of receipt. The Concession Contractor shall allow County to participate in any such communications. The Concession Contractor shall also provide timely written notice to County following any unplanned communications between regulatory agencies and the Concession Contractor.

6. Proposition 65 Warning Signs

The Concession Contractor shall provide Proposition 65 warning signs to the public as applicable. Proposition 65 is a California law titled "Safe Drinking Water and Toxic Enforcement Act of 1986."

C. CORRECTIVE ACTION

1. The Concession Contractor, at its sole cost and expense, shall promptly control and contain any discharge, release, or threatened release, or any threatened or actual violation, arising in connection with the Concession Contractor's operations under this Interim Concession Contract, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge, or violation, the Concession Contractor shall take all response actions necessary to remediate the release, discharge, or violation and to protect human health and the environment.

2. Even if not specifically required by Applicable Laws, the Concession Contractor shall comply with directives of County to cleanup or remove any materials, product, or byproducts used, handled, stored, disposed, or transported onto or into the area of operation by the Concession Contractor to ensure that the area of operation remains in good condition.

D. INDEMNIFICATION AND COST RECOVERY FOR ENVIRONMENTAL ACTIVITIES

1. The Concession Contractor's responsibilities under Section 6.A. shall apply to all losses, claims, damages, environmental injuries, expenses, response costs, allegations, or judgments (including, without limitation, fines, and penalties), and expenses (including, without limitation, attorneys' fees and experts' fees) arising out of the activities of the Concession Contractor, its employees, agents, and contractors pursuant to this Section 3. Such indemnification and other responsibilities under Section 6.A. shall survive termination or expiration of this Interim Concession Contract.

2. If the Concession Contractor does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concession Contractor, its employees, agents, and contractors, as set forth in Section 3.C.1, or correct any environmental self-assessment finding of noncompliance, in full compliance with Applicable Laws, County may, in its sole discretion and after notice to the Concession Contractor, take any such action consistent with Applicable Laws as deemed necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding.

3. The Concession Contractor shall, upon demand, be liable for and shall pay to County

any costs incurred by County associated with any corrective actions undertaken relative to environmental compliance. Nothing in this section shall preclude the Concession Contractor from seeking to recover associated costs from a responsible third party.

4. Any violation of the provisions in Section 3 shall constitute grounds for termination of the Interim Concession Contract or suspension of operations as specified in Section 1.B or 1.C. and shall make the Concession Contractor liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

E. PEST MANAGEMENT

1. The Concession Contractor shall be responsible for managing weeds, invasive species, and other pests on all authorized land and in all facilities assigned for their use in conducting operations under the Contract. Plants and animals that are native to the area of operation may not be removed or harmed except with the prior written approval of County. The Concession Contractor shall not allow planting of any non-native vegetation by employees or visitors.

2. The Concession Contractor shall not perform any application of herbicide or pesticide without County approval. The Concession Contractor shall submit to County for approval, a Pesticide Use Proposal at least 30 days in advance of any pesticide application. The Concession Contractor is responsible for complying with all training (Federal, State, and local), operational and licensing requirements as may be pertinent to and required for the application of herbicide or pesticides within the State of California.

F. HAZARDOUS MATERIALS

The Concession Contractor shall maintain health and safety standards and take necessary mitigation and corrective measures to ensure healthy working and living environments in all assigned buildings and improvements. The Concession Contractor shall store, handle, and use hazardous materials in a manner that protects workers from harmful exposure, minimizes the potential for spills and releases, and reduces the use of these materials to diminish the subsequent generation of hazardous waste.

1. Hazardous Material Handling

Hazardous materials shall be handled in accordance with OSHA 29 C.F.R. Parts 1910 and 1926. Examples of hazardous materials requiring special management controls include asbestos, radon, and lead-based paint. The Concession Contractor shall obtain County approval before using poisonous or water-reactive chemicals, Class 1 or Class 2 pesticides, and any other "Toxic" labeled materials. Applications and methods of use shall conform to Applicable Laws.

2. Hazardous Materials-Related Training

The Concession Contractor shall provide training to all employees in accordance with Applicable Laws, including but not limited to 29 C.F.R. 1910.120 (First Responder for Hazardous Materials Incidents) and 29 C.F.R. 1910.1200 (Hazard Communication). The Concession Contractor shall comply with all Applicable Laws pertaining to hazardous materials.

3. Hazardous Waste Minimization and the Use of Environmentally Preferable Products

The Concession Contractor shall attempt to minimize the use of hazardous materials in its operations with the purpose of diminishing the amount of hazardous waste generated over time. The Concession Contractor shall seek to use less toxic materials and products that are environmentally preferable as a general means to minimize hazardous waste. If the Concession Contractor generates more than 100 kilograms per month of hazardous waste, the Concession Contractor must provide County with a Hazardous Waste Minimization Plan. To track any trends for waste generated, the Concession Contractor must provide information on all hazardous waste management (recycling and disposal) to County on a quarterly basis.

4. Hazard Communication

Concession Contractor shall comply with Applicable Laws relating to current hazardous materials communication protocols. The Concession Contractor must comply with the United Nations Global Harmonization System (GHS) for the classification and labeling of chemicals. As part of the GHS, the Concession Contractor is required to train its employees on how to read and interpret GHS-formatted Safety Data Sheets and labels.

G. SOLID WASTE MINIMIZATION

The Concession Contractor shall implement a Recycling Program as referenced in Section 3.I for the purpose of minimizing the solid waste stream in accordance with Applicable Laws. The Concession Contractor shall also, to the extent possible, minimize the solid waste stream that is a product of the operation by exercising Best Management Practices.

H. DRAINAGE AND STORM WATER POLLUTION PREVENTION

1. The Concession Contractor shall implement Best Management Practices to prevent the degradation of water quality in storm water and other runoff from facilities assigned to the Concession Contractor. Erosion controls must be implemented at construction sites with disturbed soils exposed. Vehicle and equipment washing must not be allowed to run off untreated water; oil/water separation must occur prior to discharge. Any improvements to drainage systems must be made in accordance with Applicable Laws.

2. The Concession Contractor shall ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible.

I. RECYCLING AND CONSERVATION

The Concession Contractor will develop a recycling and conservation program for the Concession Area that at a minimum provides for the collection of bottles, cans, and cardboard, to the satisfaction of County. A written program plan will be submitted to County as part of the Operating Plan.

J. WASTEWATER TREATMENT

In the event of a wastewater leak or spill, County will be notified immediately. Facilities and equipment contaminated with sewage as a result of leaks, spills, and sewage system backflow will be thoroughly washed down with water and detergent as appropriate.

K. PROTECTION OF CULTURAL AND ARCHEOLOGICAL RESOURCES

Discoveries of any cultural and archeological resources by the Concession Contractor shall be promptly reported to County. The Concession Contractor shall cease work or other disturbance that may impact any protected site or archeological resource until County grants approval, upon such terms and conditions as County deems necessary, to continue such work or other disturbance.

L. RISK MANAGEMENT

The Concession Contractor shall be committed to provide a safe and healthful environment for all employees and visitors to the Concession Area. Compliance with this clause involves, at a minimum, the incorporation of the following standards into concession area operations.

1. The Concession Contractor shall develop written procedures to identify and correct safety deficiencies and measures to ensure safety awareness and training in hazards recognition.

    a. The Concession Contractor shall be responsible for procedures to ensure accountability and responsibility of managers, supervisors, and employees with goals and objectives to achieve a safe and healthful environment.

    b. The Concession Contractor shall have a written safety and health policy that along with safety and health information is available to all permanent and seasonal employees.

    c. OSHA "right to know" posters (OSHA 2203) shall be distributed to employees or posted in conspicuous locations.

    d. Supervisors are assigned the responsibility to conduct routine safety inspections of the assigned work areas and job sites. Inspections are conducted as required in Section 2.I Concession Review Program and by the Operating Plan approved by County; all inspection records shall be kept for the term of this Interim Concession Contract.

2. Accident/incident reporting and investigation procedures shall be documented.

    a. All accidents or incidents occurring within the concession area must be reported to County's designated point of contact within one (1) hour of occurrence.

    b. A written report of all accidents or incidents occurring within the concession area must be submitted to County's point of contact within five (5) business days.

    c. A summary report listing the total number of accidents occurring and total lost days from injury shall be reported to County annually by December 31.

3. Safety hazards, including but not limited to resource and activity hazards (falling rocks, water hazards, rattlesnakes, rental watercraft, and houseboat operation, etc.), that exist within the concession area must be effectively communicated to concession area visitors and abated as follows:

    a. Catastrophic and Critical Hazard Deficiencies must be abated immediately. Action plans for a permanent cure shall be developed and implemented within time limits established by County. Abatement methods include correction of the deficiency or other action to reduce risk temporarily to staff and visitors.

b. Significant Hazard Deficiencies must be abated or action plans developed within time limits established by County. Any such deficiencies must be abated within 15 days or other reasonable time frame as established by the Concession Contractor and approved by County. Abatement methods include correction of the deficiency or other action to reduce risk temporarily to staff and visitors.

c. Minor Hazard Deficiencies must be abated or action plans developed within time limits established by County. Any such hazards must be abated within 45 days or a reasonable time frame as established by the Concession Contractor and approved by County. Abatement methods include correction of the deficiency or other action to reduce risk temporarily to staff and visitors.

4. If abatement of any deficiency cannot be achieved within the established timeframe required by County, the facility or service may be suspended until such time as the deficiency is corrected, or County may take appropriate action to abate the hazard and be reimbursed by the Concession Contractor. Either action by County to suspend a facility or service or to abate a hazard shall be with prior written notice to the Concession Contractor.

5. Concession Contractors' food services will comply with Federal, State, and local food handling and sanitation laws, rules, and regulations.

6. Within 60 days of execution of this Interim Concession Contract, the Concession Contractor shall develop a written emergency action plan that identifies occurrences that will require specific procedures to be followed in the interest of life safety and property protection. The emergency action plan shall be provided to County for approval, and once approved, shall be executed as written.

    a. Emergency action procedures shall be provided for probable occurrences relative to the Concession Area (e.g., earthquakes, floods, fires, bomb threats, and hazardous material spills or releases).

    b. Implementation of emergency action plans shall be coordinated with County.

    c. Emergency action plans shall be reviewed and updated annually by the Concession Contractor.

    d. Concession Contractor employees must be familiar with all emergency action plan procedures and with their individual responsibilities for implementation and reporting.

7. The Concession Contractor shall be evaluated, based on compliance with these standards, in accordance with the Concession Review Program referenced in Section 2.I.

SECTION 4 - LAND AND FACILITIES USED IN OPERATION

A. AUTHORIZATION TO USE THE CONCESSION AREA

1. County hereby authorizes the Concession Contractor to use the following lands and facilities for the purposes of this Interim Concession Contract:

    a. The Concession Area lands and waters lying within the Federal Estate as described in Exhibit A.

    b. There are no remaining Concession Contractor Improvements located at the Concession Area as of the effective date of this Interim Concession Contract.

    c. There are currently Government furnished Improvements and Personal Property authorized for use by the Concession Contractor located in the Concession Area as of the effective date of this Interim Concession Contract. The existing Government furnished Improvements and Personal Property located at the Concession Area as of the effective date of this Interim Concession Contract shall be listed in Exhibit B.

    d. All Government furnished Improvements and Personal Property shall remain the property of County and shall not be altered, removed, or disposed of without written approval from County. Additional requirements for the use, operation, and maintenance of Government furnished Improvements and Personal Property are set forth in Exhibits D and E.

2. County shall have the right, at any time, to enter upon the lands used by the Concession Contractor for any purpose deemed reasonably necessary for the administration of County lands or County's implementation of this Concession Contract.

B. RESCISSIONS OF CONCESSION AREA OR FACILITY AUTHORIZATIONS

At any time during the term of this Interim Concession Contract, County may rescind its authorizations made under subsection 4.A for all or any portions of the Concession Area and for any County owned Fixed Assets authorized, if any of the following conditions apply:

1. The rescission is necessary for project purposes, for compliance with Applicable Laws, for the purpose of conserving, preserving, or protecting area of operation resources, or for visitor enjoyment or safety;

2. The operations utilizing the Concession Area, or any portion thereof, or any County or Reclamation owned Fixed Assets have been suspended by County under Section 1 of this Interim Contract; or

3. County and Concession Contractor improvements or Concession Area, or portions thereof, are no longer necessary for the concession operation.

C. CONCESSION CONTRACTOR PERSONAL PROPERTY

The Concession Contractor shall provide and maintain in good condition all Personal Property, including but not limited to, removable equipment, vehicles, vessels, furniture, inventory, and goods necessary for its operations under this Interim Concession Contract. Concession Contractor shall not be entitled to any reimbursement or other means of compensation for such Personal Property. All Concession Contractor Personal Property present on the Federal Estate must be removed by the Concession Contractor in accordance with Section 4.D of this contract

D. DISPOSITION OF CONCESSION CONTRACTOR IMPROVEMENTS

1. All Concession Contractor Improvements within the concession areas shall be considered the property of the Concession Contractor, with any such improvements subject to disposition under the terms of this Contract.

    a. All Concession Contractor Improvements and Concession Contractor Personal Property shall be removed at the Concession Contractor's expense upon termination or expiration of this Interim Concession Contract.

    b. Any permanent additions or modifications to the Concession Contractor Improvements approved by County shall likewise be considered the property of the Concession Contractor and removed under the terms of this Interim Concession Contract.

E. CONDITION OF CONCESSION AREA UPON CONTRACT CLOSEOUT

1. On or before the expiration or termination date of the Interim Concession Contract, the Concession Contractor shall remove all Concession Contractor Improvements and Concession Contractor Personal Property as per Section 4.D, and shall leave the portions of the Concession Area which it formerly accessed, used or occupied in a clean, safe, and orderly condition to the reasonable satisfaction of County.

2. County will conduct a walk-through, with the Concession Contractor present, prior to the final 14 days of the Interim Concession Contract to determine the condition of the Concession Area. County will establish a punch list of items to be performed by the Concession Contractor prior to expiration or termination.

3. In the event the Concession Contractor fails to perform the tasks identified in the punch list, the Concession Contractor shall be responsible for reimbursement to County for the clean-up and/or repair of those items.

4. For the purposes of this Interim Concession Contract, a "clean, safe, and orderly condition" means that the Concession Contractor has:

    a. removed all hazardous materials and/or contaminated soils, debris, trash, rubbish, and litter generated by the Concession Contractor during the term of this Concession Contract.

    b. disposed of all hazardous materials and/or contaminated soil, debris, trash, rubbish, and litter generated by the Concession Contractor during the term of this Concession Contract.

    c. repaired areas of erosion caused by concession activities during the term of this Concession Contract.

    d. removed all debris, wood, rubbish, litter, and any other matter relating to the Concession Contractor Improvements and Personal Property generated during the term of this Concession Contract.

F. UTILITIES

The Concession Contractor shall provide all utilities at its expense to perform the Required and Authorized services during this Interim Concession Contract, unless otherwise specified in this Interim Concession Contract.

G. MAINTENANCE PLAN AND MAINTENANCE OBLIGATION

The Concession Contractor shall be solely responsible for the physical maintenance, repairs, housekeeping, grounds keeping, and landscaping of the Concession Area and Concession Contractor Improvements, as well as any authorized County or Reclamation Fixed Assets, to the satisfaction of County.

For these purposes, the Concession Contractor shall undertake appropriate inspections and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements that shall be adhered to by the Concession Contractor. The initial Maintenance Plan is set forth in Exhibit E. The Maintenance Plan shall be updated annually and submitted to County by October 1 of each successive year for approval. County may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concession Contractor. Such modifications shall be in furtherance of the purposes of this Interim Concession Contract and shall not be inconsistent with the terms and conditions of this contract.

H. ANIMALS

The Concession Contractor is allowed to accommodate clients and visitors with domestic pets in accordance with Applicable Laws. To protect the health and safety of the animals,

employees, and the public, domestic pets will not be allowed to freely roam the Concession Area or elsewhere within the Federal Estate. The Concession Contractor shall be responsible to inform clients and visitors of Applicable Laws regarding domestic pets and shall ensure that pet waste is promptly and properly disposed.

I. CONSTRUCTION, ALTERATION, OR REPAIR OF CONCESSION CONTRACTOR IMPROVEMENTS

The Concession Contractor may construct or install upon lands assigned to the Concession Contractor under this Concession Contract only those Concession Contractor Improvements that are determined by County and Reclamation to be necessary and appropriate for the conduct by the Concession Contractor of the services required under this Concession Contract. Construction or installation of Concession Contractor Improvements and associated expenditures may occur only after the written approval by County of their location, plans, and specifications. County may prescribe the form and content of the application and the procedures for such approvals. The desirability of any project, as well as the location, plans, and specifications thereof, will be reviewed in accordance with Applicable Laws. The Concession Contractor may not remove, dismantle, or demolish Concession Contractor Improvements without the prior approval of County.

Any salvage resulting from the authorized removal, severance, or demolition of Concession Contractor Improvements remains the property of the Concession Contractor; however any salvage resulting from the removal, severance, or demolition of Concession Contractor Improvements that have been abandoned by the Concession Contractor shall become the property of the United States.

In the event that a Concession Contractor Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concession Contractor, at its expense, shall promptly, upon the request of County, restore the site as nearly as reasonably practicable to its original condition.

SECTION 5 – FEES AND BENEFITS

A. FRANCHISE FEES

The Franchise Fees due will be three percent (3%) of Gross Revenues for the term of this Interim Concession Contract. The Franchise Fee shall be remitted in a timely fashion as designated in Section B.1. below.

B. PAYMENTS DUE

1. The Franchise Fee and associated financial report shall be due on a quarterly basis, 30 days after the end of each quarter (Quarter 1: January – March; Quarter 2: April – June; Quarter 3: July – September; Quarter 4: October – December). Payments received from the Concession Contractor more than 30 days after the last day of each quarter will be overdue and subject to interest and penalties per Section 5.C below.

2. In the event of termination, bankruptcy, or expiration of this Interim Concession Contract, overpayments will first be credited against any money due and owing the Government, and the remainder, if any, will be returned to the Concession Contractor.

3. The Concession Contractor shall mail all payments and reports directly to the following address:

   Napa County
   Lake Berryessa Concession Manager
   1195 Third Street, Suite 101
   Napa, CA 94559
   leigh.sears@countyofnapa.org

C. INTEREST AND PENALTY

Lessee shall be charged forty-five dollars ($45.00) for any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within ten (10) days of its due date shall carry an additional charge of one and one-half percent (1.5%) as a late penalty fee.

An interest charge will be assessed on overdue payments. In the event any amounts payable by Concession Contractor hereunder shall not be paid on the due date thereof, Lessee shall pay to County as additional Franchise Fees, an interest charge of two percent (2%) of the amount due for each full calendar month of delinquency, computed as simple interest. No interest shall be charged until payment is thirty (30) days overdue, but any such interest assessed thereafter shall be computed from the due date.

D. FINANCIAL REPORTING

The Concession Contractor shall maintain a financial accounting system under which its accounts can be readily identified with its system of accounts classification. Such an accounting system shall provide the financial reports required by this Interim Concession Contract.

If the Concession Contractor fails to submit quarterly Franchise Fee payments or financial reports within 60 days of quarter end, an estimate of revenue due to County will be developed and a bill for collection will be sent to the Concession Contractor. Should the Concession Contractor fail to make full payment within 90 days from the due date specified in this Interim Concession Contract, Concession Contractor will be considered late and in material breach of this Interim Concession Contract. Failure to cure this breach within the time specified in Section 1.D may be cause for termination of this Interim Concession Contract.

SECTION 6 - INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

The Concession Contractor agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend, and indemnify the County and the United States of America, their officers, agents, and employees from and against any and all liabilities, obligations, losses, damages or judgments, including but not limited to, penalties and fines, claims, actions, suits, costs and expenses (including but not limited to, attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concession Contractor, its employees, agents, subcontractors, or contractors under this Interim Concession Contract. This indemnification shall survive the termination, bankruptcy, or expiration of this Interim Concession Contract.

B. INSURANCE IN GENERAL

1. Upon execution of this Interim Concession Contract the Concession Contractor shall have provided County with proof of insurance in accordance with subsections 6.C, 6.D, and 6.E, and shall thereafter maintain all insurance policies in effect on the date of execution of the Interim Concession Contract for the duration of the Contract term. Any policy changes, except for an increase in coverage amounts, shall be made only with advance approval by County.

2. County will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Concession Contractor proves to be inadequate or otherwise insufficient for any reason whatsoever.

C. CERTIFICATE OF INSURANCE AND CERTIFICATE OF ENDORSEMENT

Upon execution of the Interim Concession Contract and whenever necessary to ensure County has the continuously effective certificates and endorsements throughout the term of this Agreement, the Concession Contractor shall provide County with a Certificate of Insurance and Endorsement that accurately details the conditions of the policy as evidence of compliance with this Section. The Concession Contractor shall provide County immediate written notice of any material change in the Concession Contractor's insurance program hereunder, including without limitation, cancellation of any required insurance coverage. County and the United States will be "Additional Named Insured" on all insurance policies.

D. COMMERCIAL PUBLIC LIABILITY

The Concession Contractor shall provide commercial general liability insurance against

claims arising out of or resulting from the acts or omissions of the Concession Contractor or its employees, agents or contractors, in carrying out the activities and operations required or authorized under this Interim Concession Contract. This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required or authorized under this Interim Concession Contract. All liability policies shall specify that the insurance company shall have no right of subrogation against the County or the United States of America and shall provide that the County and the United States of America are named an additional insured.

E. PROPERTY INSURANCE

1. In the event of loss, damage, or destruction, the Concession Contractor may be required to repair or replace those Concession Contractor Improvements and Personal Property owned or utilized by the Concession Contractor in the performance of the Concession Contractor's obligations under this Interim Concession Contract, as directed by County. If required by County, such repair or replacement shall be required whether covered in whole, in part, or not covered by insurance. If replacement is required, and not completed, the Concession Contractor will be in breach of this Interim Concession Contract. Absent written approval from County prior to the expenditure of insurance proceeds, insurance proceeds must be utilized to restore the Concession area.

2. For this purpose, the Concession Contractor shall maintain commercial property insurance to provide fire and extended insurance coverage for full replacement cost of Concession Contractor Improvements and Personal Property owned by the Concession Contractor, and for authorized Fixed Assets.

3. Commercial property insurance shall provide for the Concession Contractor, Reclamation, and County to be named insured as their interests may appear.

4. In the event of loss, damage, or destruction the Concession Contractor shall declare to County and may be required to use all proceeds of such insurance to repair, rebuild, restore, or replace Concession Contractor Improvements and Personal Property owned by the Concession Contractor utilized in the Concession Contractor's operations as directed by County.

5. The Concession Contractor shall not be relieved of its obligations to provide Required Services and existing Authorized Services due to loss, damage, or destruction of Concession Contractor Improvements and Personal Property owned by the Concession Contractor, and authorized Fixed Assets because insurance proceeds are not sufficient to compensate for the loss.

SECTION 7 - ACCOUNTING RECORDS AND REPORTS

A. ANNUAL FINANCIAL REPORTS AND ACCOUNTING SYSTEM

The Concession Contractor shall maintain a financial accounting system under which its accounts can be readily identified with its system of accounts classification. The accounting system shall be capable of providing the information reasonably necessary to calculate and determine Gross Revenues on a quarterly basis for the term of this Interim Concession Contract. The accounting system shall also be capable of producing detailed profit and loss statements on a quarterly basis.

The Concession Contractor shall follow Generally Accepted Accounting Principles in recording financial transactions and in reporting results to County. Additionally, the accounting system shall include the following:

1. Systematic internal controls and recording by kind of business the gross receipts derived from all sources of business conducted under this authorization. Receipts should be recorded daily, and if possible, deposited into a bank account without reduction by disbursements. Receipt entries shall be supported by source documents such as cash register tapes, sale invoices, rental records, and cash accounts from other sources.

2. A permanent record of investments in facilities including a depreciation schedule and current source documents for acquisition costs of capital items.

3. The holder shall retain the above records and keep them available for audit for five (5) years after the end of the year involved.

B. REPORTS

The Concession Contractor shall submit to the County a visitor use report, a detailed profit and loss statement, and a financial report calculating Gross Revenues, all on a quarterly basis for the term of this Interim Concession Contract. The Concession Contractor must use the accrual accounting method. The Concession Contractor's financial reports may be prepared and submitted without a review or audit opinion of a licensed certified public accountant (CPA), unless otherwise directed by County or required by law.

The County will provide sample reports showing the level of detail necessary for Concession Contractor's reports to comply with this Section.

SECTION 8 – GENERAL PROVISIONS

A. ACCESS TO RECORDS

For the purpose of administering this Interim Concession Contract (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the Concession Contractor agrees to make all of the concession-related business records and supporting documents available for analysis by qualified representatives of County. Records so obtained shall be treated as confidential to the extent allowable by Applicable Laws.

B. PUBLIC RELEASE OF INFORMATION

Information submitted to County by the Concession Contractor pursuant to this Interim Concession Contract is subject to public release by County to the extent provided by Applicable Laws.

C. SUB-CONCESSIONS

No Concessions Subcontracting shall be permitted unless approved in writing by the County Executive Officer or designee. Any sub-concession must meet the terms and conditions of this Interim Concession Contract.

D. PAYMENT OF TAXES

All taxes or assessments of any nature that may be lawfully imposed by the United States Government or by any State or its political subdivisions upon the property or business of the Concession Contractor shall be paid promptly by the Concession Contractor.

E. POLITICAL INFLUENCE AND CONFLICT OF INTEREST

No member or employee of the judicial, legislative, or executive branches of the United States Government shall be admitted to any share or part of this Interim Concession Contract or to any benefit that may arise from this Interim Concession Contract, but this restriction shall not be construed to extend to this Interim Concession Contract if it is made with a corporation or company for its general benefit.

F. DEBARMENT AND SUSPENSION

This Interim Concession Contract is subject to the provisions of 43 C.F.R. Subtitles A and B including 43 C.F.R. 12.913, concerning non-procurement debarment and suspension. County may recommend that the Concession Contractor be debarred or suspended in accordance with the requirements and procedures described in those regulations as they are in effect now or may be revised in the future.

G. AMENDMENTS

This Interim Concession Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Interim Concession Contract. This Interim Concession Contract may be amended only by mutual agreement approved by the Board of Supervisors.

H. THIRD PARTIES

This Interim Concession Contract does not grant rights or benefits of any nature to any third party.

I. WAIVERS

A waiver of any term of this Interim Concession Contract or the waiver of any breach of any of the terms of this Interim Concession Contract shall not be deemed a waiver or elimination of such terms or of any subsequent breach of the same type or of any other term of the Interim Concession Contract. The subsequent acceptance of any payment of money or other performance required by this Interim Concession Contract shall not be deemed to be a waiver of any preceding breach of any term of the Interim Concession Contract.

J. CORRUPTION AND FRAUD

Claims against County or the United State of America (to the extent subject to 28 United States Code (U.S.C.) 2514) arising from this Interim Concession Contract shall be forfeited to County by any person who corruptly practices or attempts to practice any fraud against the County or United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

K. SIGNS

The installation of any new signs must meet County and Reclamation sign requirements and be approved in advance by County in writing. County may require the removal or replacement of any existing signs. Posting of any signage that indicates or advertises the personal property of others "For Sale" is strictly prohibited on the Federal Estate.

L. ANTI-DEFICIENCY

The expenditure or advance of any money or the performance of any obligation of the County under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Concession Contractor

from any obligations under this contract. No liability shall accrue to the County in case funds are not appropriated or allotted.

M. LAWS SUBJECT TO CHANGE

Applicable Laws, including Reclamation Directives and Standards, and the Napa County Code, are subject to change over the term of this contract. County and the Concession Contractor shall conform their actions to any changes as they occur.

N. REQUIRED REPORTS, DOCUMENTS, AND DATA

The Concession Contractor shall supply to County all reports, documents, and data required by this Interim Concession Contract. The Concession Contractor shall provide recreation use data as requested by Reclamation.

O. CORRESPONDENCE PROCEDURES

All correspondence and notices required by this Interim Concession Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to County and the Concession Contractor shall be sent to the following addresses:

County:	Napa County Executive Office
Site name:	Spanish Flat Recreation Area
Address:	1195 Third Street, Suite 310 Napa, CA 95449
Attention:	Lake Berryessa Concession Manager
Concession Contractor:	Spanish Flat Campground, Inc.
Address:	4290 Knoxville Berryessa Road Napa, CA 94558 (707) 966-0200 campspanishflat@gmail.com
Attention:	Joseph (Rocky) Costanzo

A party may modify the address or addressee by providing the other party with notice via registered or certified mail, return receipt requested, at least 14 days prior to the effective date of the proposed change. A copy of communications to the County should be emailed to leigh.sears@countyofnapa.org.

P. SEVERABILITY

Each provision of this Contract shall be interpreted in such a manner as to be valid under Applicable Laws, but if any provision of this Contract shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

Q. EXHIBITS

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A	Authorized Area of Operation
Exhibit B	Concession Services and Government Furnished Property
Exhibit C	[reserved]
Exhibit D	Operating Plan
Exhibit E	Maintenance Plan

R. 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.

S. 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.

T. RECLAMATION RIGHTS

This Interim Concession Contract is subject to the rights of Reclamation and its agents to use the Federal Estate for Solano Project purposes.

U. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

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

SPANISH FLAT CAMPGROUND, INC.

By_____
JOSEPH R. COSTANZO, President

NAPA COUNTY, a political subdivision of
the State of California

By_____
ANNE COTTRELL, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By:_____
Date: October 31, 2025	_____ Deputy Clerk of the Board	

Exhibit A
AREA OF OPERATION AND ASSIGNED LAND

A. LEGAL DESCRIPTION OF AREA OF OPERATION

The following legal description describes the Concession Area, the area within the Federal Estate where the Concession Contractor is authorized to conduct business under this Interim Concession Contract. The Concession Contractor is not permitted to conduct any aspects of its business (except the provision of authorized tours, transportation, or other activities specifically authorized in writing by the County) on any other portion of the Federal Estate outside these described boundaries.

Spanish Flat Recreation Area (formerly known as Spanish Flat Resort and Foothill Pines):

Beginning at a point on the westerly boundary of the land acquired by the United States of America for Monticello Reservoir, now known as Lake Berryessa, said point is North 59º 38' East 1,434.8 feet from the northwest corner of Section Twenty (20), township Eight (8) North, Range Three (3) West, Mount Diablo Meridian; running thence from said point of beginning North 22º 46′ West along said westerly boundary 200.0 feet; thence leaving said boundary North 67º___′East 600.00 feet; thence North 88º 30′ West 730 feet to the first crossing of elevation 350 feet; thence southerly along the 350 feet contour to a point that is South 56º 00′ East 1,400.0 feet and South 78º 25' East 400.0 feet, more or less, from the intersection of the northerly boundary of Section Twenty nine (29), township Eight (8) North, Range Three (3) West of the mount Diablo Meridian with the westerly boundary of said land of the United States of America; thence North 56º 00′ West 1,400.0 feet; thence North 78º 15′ West 400.0 feet more or less to the aforesaid intersection of the northerly boundary of Section 29 with the westerly boundary of said land of the United States of America; said intersection is North 89º 55′ East 2,959.5 feet from the northwest corner of said Section 29; thence along the aforesaid westerly boundary of land of the United States of America as follows: North 12º 39′ West 1,649.7 feet, North 27º 43′West 3,103.5 feet, North ___ º 56′East 527.1 feet; South _60º 37′East 1,090.3 feet; North 61º 44′East 75.6 feet and North 28º 15′West 1,742.7 feet to the point of beginning.

B. MAPS OF ASSIGNED LAND

The lands legally described above are authorized for the use of the Concession Contractor, and the boundaries are illustrated on the following map(s). The boundaries displayed on the following pages are approximate boundaries based upon the preceding legal description.

Spanish Flat Recreation Area - Lake Berryessa, California



Exhibit B

Concession Services and Government Furnished Improvements and Personal Property

A. REQUIRED AND AUTHORIZED SERVICES

During the term of this Interim Concession Contract, the County requires the Concession Contractor to provide the services listed as "Required" as shown in the tables below. Those services listed as "Authorized" in the tables below are not required, but may be provided with prior approval by County.

In providing the Required and Authorized Services the Concession Contractor may utilize the Government furnished Improvements and Personal Property listed in Part B of this Exhibit in accordance with the Interim Concession Contract.

Spanish Flat			
Service/ Facility	**Required Services/ Facilities**	**Authorized Services/ Facilities**	**Total**
Tent Only Campsites (1 vehicle, 4 people)	10 (2 will be accessible)	10	20
Standard Campsite (2 vehicles, 8 people)	45 (3 will be accessible)	50	95
Group Camping (8 sites for 64 people, 16 vehicles)	0	1	1
Campground Chemical Toilets	11 (4 will be accessible)	12 *	23
Day Use Chemical Toilets	3 (1 will be accessible)	4 *	
Day Use Picnic Sites	10 (2 will be accessible)	20	

Spanish Flat			
Service/ Facility	**Required Services/ Facilities**	**Authorized Services/ Facilities**	**Total**
Day Use Single Vehicle Parking Spaces	10 (2 will be accessible)	20	30
Retail Sales of Bottled Water	Yes		
Retail Sales of Firewood	No	Yes	
Retail Sales of groceries, boating supplies, fishing supplies, camping supplies, sundries, souvenirs	No	Yes	
Lake access area for launching car-top boats, personal watercraft and paddle craft	Yes	No	1
Boat Launch Ramp	No	Yes, 2 Lanes	1
Courtesy Dock		Yes, 1 dock	1
Truck and Trailer Parking Spaces	0	20	20
Entrance Station	1	0	1

Spanish Flat			
Service/ Facility	**Required Services/ Facilities**	**Authorized Services/ Facilities**	**Total**
Chemical Toilets and Service	Yes	Yes	
Hand Wash Stations and Service	Yes	Yes	
Vault Toilets Cleaning and Maintenance	Yes,	Yes	
Trash Cans	Yes	Yes	
Garbage Dumpsters and Service	Yes	Yes	
Recycle Containers	Yes	Yes	
Pumping of Recl. vault toilets	Yes	Yes	
Staffing	Yes		
Security	Yes		
Electric and Street Lights	Yes		
Fuel Sales	No	Yes	
Temporary Wet Slips	No	Yes	
Boat Rentals	No	Yes	
Reservation Service	No	Yes	
Shower Units	No	Yes	
5 MPH Buoys	4 (2 at each cove)		4
Operation and maintenance of Recl. RV Dump Station	Yes	Yes	

*Chemical toilets, Hand Wash Stations, and Trash Cans - Based on the International Plumbing Code which requires one toilet and one urinal for every 40 men and two toilets for every 40 women, the Concession Contractor is required to disperse chemical toilets

throughout the facility. Each cluster of chemical toilets is required to have an ADA-accessible chemical toilet, a hand wash station, and a trash can. For 55 sites (4 ADA), 11 chemical toilets are required depending on the final layout of the campgrounds.

B. GOVERNMENT FURNISHED IMPROVEMENTS AND PERSONAL PROPERTY

Government furnished Improvements and Personal Property that are temporarily assigned to the Concession Contractor for the purposes of this Interim Concession Contract are listed in the table below. Government furnished Improvements and Personal Property may not be removed from the Concession Area.

Government-Furnished Improvements and Personal Property	**Number of Items:**	**Condition:**
Concrete Vault Toilets	2	Fair
Telephone poles and PG&E meters, connections	1	Fair
Safety Fencing	100 feet	Fair
T-Post/welded wire	100 feet	Fair
Gates	2	Poor
Entrance Booth	1	Poor
Signs	10	Poor
Entrance sign	1	Poor
Picnic tables	65	Poor
BBQ/Fire Pits	65	Poor
5 MPH Buoys, Anchors, Cable	4	Good
Light (on pole, illuminating entrance area)	1	Good
Stihl Weed Eater	1	Good
Stihl Head Unit & Attachments (Pole Saw, Hedger, Weed Eater)	1	Good
Stihl Chainsaw MS 194T	1	Good
Stihl Chainsaw MS 250	1	Good
Stihl Chainsaw MS 362C	1	Good
Craftsman Walk-Behind Weed Eater	1	Good
Kobalt Work Bench (9 Drawer)	1	Good
Kobalt Combo Kit	1	Good
Dewalt Combo Kit (Drill, Impact Wrench, Sawzall, Grinder, Circular Saw, 2 Batteries, Charger)	1	Good
Generac Generator	1	Good

Government-Furnished Improvements and Personal Property	Number of Items:	Condition:
Stihl Backpack Blower	1	Good
2003 GMC 1-Ton w/ water spray system	1	Good
2022 John Deere Gator	1	Good
2007 Kubota ATV	1	Good
Extra Set Kubota Rims and Tires	1	Good
Connex Storage Container	1	Good
Trash Bins	5	Good
Recycling Bins	5	Good
Ice Machine	1	Good
Dog Stations	5	Good
Launch Pads – Wires and Cables	1	Good
Tuff Shed Gate House	1	Good
New Dock, Gangway, Cleats and Attachments	1	Good

EXHIBIT C

[reserved – not used]

Exhibit D

CONCESSION AREA
OPERATING PLAN

A. INTRODUCTION

1. This Operating Plan between Spanish Flat Campground, Inc. (hereinafter referred to as the Concession Contractor and Napa County (hereinafter referred to as "County") shall serve as a document attached to the Interim Concession Contract (hereinafter referred to as the "Contract") and is considered a part of that Contract. The Operating Plan delineates and specifies the operating responsibilities of the Concession Contractor and County with regard to those lands and facilities within the Spanish Flat Recreation Area (Concession Area) which will be utilized for the purposes authorized by the Contract.

2. In the event of any apparent conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, shall prevail.

3. This Operating Plan shall be the operating document for the term of this Contract unless amended with County's approval. Necessary revisions shall be submitted in writing for County's review by the Concession Contractor annually due on October 1 by County and the Concession Contractor. All revisions must be approved in advance by County. County reserves the right to make periodic revisions to this Operating Plan with advance written notice to the Concession Contractor.

B. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

1. CONCESSION CONTRACTOR

   a. The Concession Contractor will direct the concession operation. The Concession Contractor will employ a General Manager to carry out the policies and directives of Reclamation and County as well as those of the Concession Contractor in the operation of the Required and Authorized concession facilities and services at the concession area. To achieve an effective working relationship between the Concession Contractor and County, the Concession Contractor shall designate the onsite manager and qualified alternate(s) who have full authority to act as a liaison in all concession matters related to the Concession Area.

   b. The onsite manager or qualified alternate(s) shall be available for contact by County during the established hours of operation (duty hours), and available by telephone during off-duty hours. If for unusual circumstances the onsite manager/alternate will be absent from the concession areas for more than 24 hours, an alternate point of contact shall be established and County notified.

c. The Concession Contractor will employ a staff with the expertise to operate all services required and authorized under the Contract. The concession contractor will hire a sufficient number of employees to ensure satisfactory services during off-season and shoulder seasons, as well as peak seasons.

d. The Concession Contractor will pay or cause to be paid all taxes and assessments levied or assessed upon the possession, use, or occupancy of the premises. The Concession Contractor is liable for prompt payments to all vendors and other entities for monies owed, and shall maintain its accounts in good standing.

2. COUNTY

a. The County is responsible for the total area operation, including the concession operations. The Lake Berryessa Concession Manager ("Contracting Officer" or "Area Manager") carries out the policies and directives of County, including oversight of the Concession Contractor's operations. Through staff representatives, the Area Manager reviews, supervises, and coordinates concession activities, including monitoring contract compliance.

b. Monitoring contract compliance includes evaluating all concession operations and services and reviewing and authorizing all rates, maintenance of and improvements to facilities, and construction.

c. The Area Manager will provide a current personnel list to the Concession Contractor with all appropriate points of contact.

C. CONCESSION OPERATIONS (SEASON AND HOURS OF OPERATION)

The Concession Contractor will provide the Required and Authorized Services for the area visitors with regular hours of operation approved by County. The following minimum hours of operation and months of operation shall remain in effect and be adhered to unless changes are requested in writing and approved by County. Hours and months of operation shown represent the posted opening and closing times for public services. The Concession Contractor is expected to provide staffing and support services beyond this schedule in order to operate and maintain the concession area and provide the Required and Authorized services and meet standards identified in the Contract. County may direct occasional changes to this schedule in the interest of visitor services. The Area Manager will give reasonable notice of any changes that County may initiate.

Spanish Flat Recreation Area	Season/Months	Operation/Hours
Overnight Camping and Day Use	Peak Season May 1 – Labor Day	Mon-Thu 8:00 a.m. to 5:00 p.m. Fri-Sat 8:00 a.m. to 10:00 p.m. Sun 8:00 a.m. to 7:00 p.m. Sun Peak Season - 8:00 a.m. to 9:00 p.m.
Overnight Camping and Day Use	Off Season Labor Day – April 30	Gate open Mon-Sun 8:00 a.m. to 4:30 p.m. and may extend time as needed Iron ranger with Self Pay Station

D. STANDARDS OF OPERATIONS

1. Concession Contractor shall manage and operate the Concession Contractor Improvements, accommodations, facilities, conveniences, utilities, landscaping, and visitor services in accordance with the Interim Concession Contract and this Operating Plan to such an extent and in a manner considered satisfactory by County.

2. The operation of Concession Contractor Improvements, accommodations, facilities, conveniences, utilities, landscaping, and visitor services required and authorized by the contract will conform to the evaluation standards set forth in the Contract, especially the Reclamation Concession Review Program described in Section 2.I, the Reclamation Concession Management Guidelines Chapter 8, and this Operating Plan, Section D.3. The Concession Contractor must adhere to all Applicable Laws in its operation of the concession area, including 43 Code of Federal Regulations (C.F.R.) Part 423 Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies.

3. Concession Review Program

a. The Concession Contractor will manage operations and services to ensure visitor safety, the protection of resources, compliance with public health requirements and to provide satisfactory services for the area visitors within the concession area. The operation of facilities and services required and authorized by the Contract will conform to the evaluation standards set forth in the Concession Review Program described in Section 2.I of the Contract, and the current Reclamation Concession Management Guidelines, Chapter 8.

b. County will conduct performance evaluations that address operations, facilities, health, safety, and all other performance requirements stipulated in the concession contract. The following chart sets forth the evaluation schedule. These performance evaluations will be in accordance with standards set forth in the Concession Review Program as described in subsection D.3.a above.

Evaluation Schedule

Evaluation	Operation and Facility Evaluations	Public Health Service Inspections	Safety and Environmental Evaluations	Contract Compliance
Frequency	Semiannual	Semiannual	Annual	Annual

c. The Concession Contractor will meet with County area officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concession Contractor will be responsible for correcting deficiencies and developing abatement plans within the dates assigned by the Area Manager. County has final determination of dates and established time frames for correction of deficiencies. Depending upon the seriousness of any individual deficiency the Concession Contractor's ability to operate the impacted visitor facilities may be reduced or terminated pending final corrections.

i. If the Concession Contractor receives an "unsatisfactory" rating in any review evaluation, the Concession Contractor shall be given a specific period of time to correct the deficiencies that were the basis for the "unsatisfactory" rating. A single critical deficiency may be sufficient to warrant an "unsatisfactory" rating.

ii. If the Concession Contractor fails to remedy deficiencies and, thereby, obtain a "satisfactory" rating or better within the period of time specified in the notification, the Concession Contractor shall be considered to be in default of the concession contract, and the concession contract may be terminated at the discretion of the County. County may also, at its own discretion close part of the Concession Contractor's operation when necessary for the protection of the resources or the safety or welfare of people or property. County may also take appropriate administrative action in direct relationship to the severity or magnitude of the problem.

iii. The Concession Contractor may appeal a review evaluation rating in writing to the County's Chief Executive Officer. The appeal shall present whatever supporting information the Concession Contractor feels is appropriate and necessary to substantiate its appeal. A final determination will be made by the Chief Executive Officer.

d. In addition to the standards in Sections D.1, D.2 and D.3 of this Operating Plan, the provision of Required and Authorized Services shall be in accordance with the following local standards.

i. Length of Stay. Reclamation's Visitor Services Plan, Record of Decision dated June 2, 2006 (VSP ROD) prohibits public overnight use such as lodging, or camping, (including the use of transient trailers or recreational vehicles or vessels), within the same concession area by the same individuals for more than 14 days during any period of 30 consecutive days. This 14 day limit does not pertain to Concession Contractor employees who are provided with lodging or camping facilities as a part of an employee housing agreement. Such employee housing agreements are discussed in Section F.3 below.

ii. Record of Overnight Use. For all overnight use of the concession area, the Concession Contractor shall maintain a ledger that records the period and length of stay, the names and other identifying information of individuals who use its sites and shall make the ledger available for inspection by County at any time.

iii. Watercraft Occupancy and Moorage agreements. The Concession Contractor must comply with provisions of the VSP ROD specifying the Watercraft Occupancy requirements and maximum Water Craft Carrying Capacity for the lake. The VSP ROD requires that "Houseboats will be authorized for placement on the lake by permit issued by Reclamation and moorage agreements with those concession operations capable of providing pumpout services. Houseboats and Overnight Occupancy Vessels (OOV's) will be regulated by size, sewage and gray water holding capabilities, etc." In coordination with Reclamation's permit process, the Concession Contractor will issue mooring agreements or other agreements for all private houseboats and for any other vessels which will occupy a boat slip or otherwise remain on the Federal Estate for more than 14 days during any period of 30 consecutive days. Such agreements must comply with Applicable Laws and be approved by County prior to issuance. All vessels must comply with Applicable Laws regarding sanitation requirements, including those of the U.S. Coast Guard.

iv. Waiting List. The Area Manager may determine parameters and stipulations on the public's use and rental of boat slips. It is traditional to permit the Concession Contractor the opportunity to provide longer term assignments/rentals of such facilities (such as a renewable 1-year lease) as long as the tenets of Applicable Laws prohibiting "exclusive use" of the Federal Estate are upheld. The

Concession Contractor will ensure that a reasonable percentage of the facilities are available for use by short-term boaters. In addition, if the use demand is so high that all available long-term boat slips are full, a waiting list will be maintained by the Concession Contractor in a manner approved by County. In accordance with the VSP ROD, a waiting list for houseboats will continue to be maintained by Reclamation unless current policy is amended.

v. Sale of Personal Property. The sale of boats, houseboats, or other personal property by anyone other than the Concession Contractor is prohibited on the Federal Estate (See Reclamation Manual Directives and Standards LND 04-01, Section 4.D.19). The Concession Contractor will monitor the public's use of the Concession Area for such prohibited activities, such as the posting of "For Sale" signs, and enforce compliance with this standard.

vi. Boat Repairs. The Concession Contractor is not permitted to engage in major repairs to boats owned by the public, or to allow the public to perform boat repairs within the concession area. The Concession Contractor is permitted to perform minor repairs to assist the public, such as offering battery jump starts, replacing trailer light bulbs, etc.

vii. Reservation, Deposit and Refund Policy.

1. The Concession Contractor will establish and maintain, to the satisfaction of the Area Manager, a fair, impartial, and equitable reservation system for the use of boat rental, camping, lodging, and other concession services that visitors secure in advance.

2. A written Reservation Policy approved by County shall be in effect throughout the term of the Interim Concession Contract and shall be an attachment to the approved Operating Plan (Attachment 1).

3. The Reservation Policy shall include standards for deposits, cancellations, and refunds that are patterned after industry or local or regional standards.

4. The Concession Contractor may not accept reservations and associated deposits more than 1 year in advance, and the Concession Contractor should consider capacity limits when accepting any reservation.

5. Conditions for deposit refunds or cancellation fees must be clearly stated in the Concession Contractor's rate schedule and advertising materials.

6. Once approved by County, the policy will be communicated to the public by posting onsite, and included in hard copy brochures, electronic media and reservation confirmations.

7. Proposed changes to the approved Reservation Policy shall be submitted in writing to County for approval prior to implementation, and will be subject to the rate determination and approval process referenced in subsection D.3c.xiii.

viii. Operating Rules and Policies. The Concession Contractor will establish and implement concession area operating rules and policies for the public that are approved in advance by County. Rules and policies will be posted prominently at the entrance to the concession area and other locations accessible by the public, and copies will be made available to all visitors and customers.

ix. Quiet Hours. The Concession Contractor will maintain and enforce quiet hours between the hours of 10 p.m. and 6 a.m. in the concession area. Boat Slip renters will be informed that quiet hours are also applicable when operating a vessel outside the concession area.

x. Lost And Found. The Concession Contractor will establish and provide an effective program for handling lost and found or unattended property within the Concession Area. Each found item shall be tagged, listing the item found, location found, date and time found, and who found it. The found items should be handled and disposed in accordance with 43 C.F.R. § 423.23(2)(d). The Concession Contractor shall attempt to identify the ownership of the found item and provide this information to County. Under no circumstances will Concession Contractor or County employees be permitted to keep lost and found items even after a prescribed waiting period.

xi. Fuel Storage. The Concession Contractor will be responsible for compliance with all Applicable Laws pertaining to aboveground fuel storage. The Concession Contractor must provide the Area Manager with copies of all reports and correspondence to or required by any regulatory agency pertaining to fuel storage. If any leak detection testing indicates a possible release or leak from a tank, County must be notified in writing within 24 hours; the Concession Contractor will be responsible for fulfilling all reporting, monitoring, and remediation requirements associated with a leak or release. County must approve all plans for any work involving the aboveground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, and ground water remediation work.

xii. Advertising and Signs.

1. The Concession Contractor will be required to notify the public that they are authorized by Reclamation and County to conduct business on the Federal Estate. All promotional materials, regardless of media format, provided to the public by the Concession Contractor in connection with the service provided under the Contract must conform to Reclamation's Visual Identity Program (for a listing of current Visual Identity Program directives, see http://www.usbr.gov/recman/ and enter visual identity into search) and be

approved in writing by County. At a minimum, all such material will identify the Concession Contractor as an authorized Concession Contractor of the County via its MPA with the Department of the Interior, Bureau of Reclamation. The Concession Contractor will contact the Area Manager in advance to establish specific timeframes for each project review.

2. Before County or Reclamation emblems, logo, or name is displayed in advertisements or on signs, their use must be approved by County or Reclamation as applicable. Outdoor signs or other forms of advertisements must not be displayed on the Federal Estate without written approval from County or Reclamation as appropriate. The County and Reclamation name or logo will be obvious at the entrances to all concessions.

3. All signs will be approved by the Area Manager and will be professionally made. The Concession Contractor must follow the general guidelines for signs as described in Reclamation's Sign Guidelines. (See Guidelines at http://www.usbr.gov/pmts/planning/signguide2006.pdf).

xiii. Rates and Forms of Payment

1. Rates charged for all Required Services, Authorized Services, and goods shall be reasonable and appropriate for the type and quality of the goods and services provided and must be approved by County.

2. The approved rates for the calendar year 2021 are shown in Attachment 2 of this Operating Plan. Thereafter, rate modification requests shall be submitted by the Concession Contractor annually by October 1st for the following calendar year.

3. The Concession Contractor shall adhere to the rate determination and approval process in Section 2.E of the Contract, and as further specified in Reclamation's Concession Management Guidelines, Chapter 7.

4. Goods and services may not be provided to Government employees or their families without charge or at a reduced rate, except as available to the general public.

5. Credit cards will be honored including, at a minimum, American Express, Visa, and Master Card. The Concession Contractor will accept debit cards at its discretion or at the direction of Area Manager.

6. Rates confirmed by the Concession Contractor, as identified in the reservation confirmation, will be honored during the entire time of stay.

xiv. Safety

1. The Concession Contractor will comply with the applicable requirements of the Contract including but not limited to Section 2.I and Section 3, the Maintenance Plan Section 4.G and all Applicable Laws including Occupational Safety and Health Administration (OSHA) requirements., and other Federal, State, and local safety codes, statutes, and standards. The Concession Contractor shall exercise precaution for the safety of all people within its facilities at all times.

2. The Concession Contractor must ensure that all buildings within the Concession Area meet applicable local Fire Codes and National Fire Protection Association's (NFPA) Life Safety Codes (www.nfpa.org), and that fire detection and suppression equipment is in good operating condition at all times.

3. It is the Concession Contractor's responsibility to report all structural and wildfires in accordance with Section 3.L.5 of the Contract.

4. All injuries sustained by visitors or employees in concession facilities and all medical emergencies must be reported to County as specified in Section 3.L.2 of the Contract. Significant employee and visitor illness complaints will be reported immediately to County so that thorough investigation can be completed, as necessary.

5. The Concession Contractor will provide first-aid kits for use by employees, prominently displayed in appropriate areas.

6. The Concession Contractor shall comply with Applicable Laws pertaining to employee training in first aid and CPR, OR the Concession Contractor is required to have, at a minimum, one employee certified in CPR and First Aid per work shift, whichever requirement is greater.

xx. Sanitation

1. The Concession Contractor is required to ensure that the concession facilities comply with Applicable Laws concerning smoking in and around public facilities.

2. The Concession Contractor shall provide an effective system for the collection and disposal of garbage and trash within the concession area and shall comply with Applicable Laws regarding sanitation. Trash receptacles shall be conveniently located for the public and employees.

3. The Concession Contractor shall keep the concession area free of foul odors, litter, debris, garbage, abandoned equipment, vehicles, furniture, and fixtures.

Refuse shall be stored in receptacles that are covered, waterproof, and vermin-proof.

4. The Concession Contractor shall provide public facilities and the services necessary for recycling aluminum, newspapers, glass, plastic, and cardboard generated within the Concession Area.

xxi. Resource Protection

1. The Concession Contractor shall support County's and Reclamation's efforts to protect the resources. Any harm to or alteration of natural, paleontological, historic, or archaeological objects or structures is prohibited. The Concession Contractor shall ensure that its employees, agents, contractors and customers leave artifacts and objects in place and do not disturb archeological sites or engage in vandalism of any kind, including defacement of rocks, damage to Federal Estate, or damage to property.

2. The Concession Contractor will notify County as soon as possible of any violations of Applicable Laws regarding cultural or natural resources.

3. The Concession Contractor shall restore any resources damaged by its operations. Restoration measures shall be determined and directed by County.

xxii. Security

The Concession Contractor must provide for the security and safety of its employees, the public, and for facility and resource protection within the Concession Area as required under the Contract Section 2.B.1.g. A minimum of one security personnel are required at Spanish Flat on Friday and Saturday nights, and three nights on holiday weekends. The number of security personnel engaged must be sufficient to maintain order, safeguard public safety, property and the environment and ensure compliance with posted operational rules and policies. Security personnel have no authority to take law enforcement actions or carry or use fire arms within the Concession Area. Concession Contractor personnel should expect to request voluntary compliance with Concession Contractor posted operational rules and policies. Additionally, they shall coordinate and cooperate with local law enforcement personnel when law enforcement action is required.

xxiii. Hiring

1. The Concession Contractor will hire a sufficient number of employees to ensure satisfactory visitor services throughout the year.

2. The Concession Contractor will establish hiring policies that will include appropriate background reviews of applicants for employment.

3. Employees who are drivers of delivery trucks or passenger carrying vehicles shall have a valid operator's license for the size and class of vehicle being driven. Drivers shall also meet any additional State requirements established for the vehicle driven or passengers carried.

4. The Concession Contractor will maintain, to the greatest extent possible, a drug-free workplace. The Concession Contractor will conduct educational programs for its employees to deter substance abuse. The Concession Contractor may require that those employees who are in safety sensitive position, such as boat captains, participate in random drug testing. Should any illegal drug use occur in the area, it must be promptly reported by the Concession Contractor to the appropriate law enforcement authority and to the Lake Berryessa Park Manager.

5. The Concession Contractor and its employees shall not discriminate against any individual because of race, creed, sex, national origin, sexual orientation, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.

xxiv. Reclamation Employees and Families

The Concession Contractor shall not employ in any status a Reclamation employee, spouse of a Reclamation employee, or minor children of Reclamation employees without the Area Manager's approval. Reclamation employees must submit a written request to the Area Manager requesting that their spouse or minor children be allowed to work for the Concession Contractor.

xxv. Employee Housing

1. Concession Contractor may provide or allow for temporary housing for concession employees in accordance with Applicable Laws, when feasible and upon approval by County.

2. The Concession Contractor will inspect all quarters for fire and safety compliance within 30 days of initial occupancy of a residence. Fire drills will be performed in accordance with local fire codes. Employee rooms will be adequately furnished to serve the number of occupants.

3. The Concession Contractor will conduct health and safety inspections in employee housing areas. The County may conduct periodic inspections of Concession Contractor's employee housing.

4. The Concession Contractor will provide adequate cooking and food storage facilities where appropriate. Food storage facilities shall be vermin-proof.

5. The Concession Contractor shall provide facilities and services necessary for solid waste management and for recycling of aluminum, newspaper, glass, cardboard and other recyclables generated within employee housing areas. The Concession Contractor shall promote recycling and make it convenient for employees.

xxvi. Training Program

1. As required by Applicable Laws, and to meet the requirements of this Contract including the Operating Plan, the Concession Contractor will provide all required and necessary employee training and orientation, and will inform employees of the regulations and requirements that affect their employment and activities while working for the Concession Contractor.

2. Within the first 30 days of employment, new employees will be provided an orientation to the Concession Contractor's safety plans, emergency action plan(s), site security plans, hazardous communication and spill contingency plans for fuels, oil and other hazardous substances, and other plans and materials relevant to the employee and the public's safety and health.

3. The Concession Contractor will provide appropriate job training to each employee before duty assignments, including adequate hospitality training for employees who have direct visitor contact or who provide visitor information

4. Concession Contractor Improvements

a. County may authorize or require the Concession Contractor to construct, alter, or replace Concession Contractor Improvements within the concession area only in accordance with the terms and conditions of this Contract and as necessary for the conduct, by the Concession Contractor, of Required or Authorized services. All construction, alteration or replacement of Concession Contractor Improvements will comply with the following requirements:

i. To initiate a new project for construction, alteration or replacement of Concession Contractor Improvements for Required or Authorized Services under the Contract, the Concession Contractor must notify the Area Manager of the proposed project and, after an initial meeting to discuss the project, submit a completed Project Statement Form with all applicable information and submittals. The current approved Project Statement Form and Instructions are attached to this Operating Plan (Attachment 3).

ii. All construction, alteration or replacement of Concession Contractor Improvements must comply with Applicable Laws, including obtaining required permits from local, state and Federal agencies and entities. Required construction standards and codes include, but are not limited to, the most current editions of the Uniform Building Code, the International Plumbing Code, the National Electric Code, Americans with Disabilities Act (ADA), Architectural Barriers Act (ABA), National Fire Protection Association's Life Safety Code, Reclamation's Recreation Facility Design Guidelines, and pertinent State and county codes and regulations. Where locally applicable codes exist that set a higher standard than national codes for a particular issue, the local codes will apply for that issue. International Codes may be accessed online at http://publicecodes.cyberregs.com/icod/index.htm

iii. County must approve plans and specifications for all types of construction prior to the start of each project. Initial plans and specifications for construction projects should be submitted at a 35 percent design level for County review, followed by 65 percent and 95 percent design documents (as applicable).

a. 35 percent design submittal includes completion of environmental documents, utility plans, Geotechnical Report, Draft staged construction plans, Structure type construction, seismic analysis (if earthquake zone), preliminary cost estimate, and a Draft materials Report

b. 65 percent construction submittals includes draft design calculations, unchecked structural construction plans, utility plans, draft environmental agreements, draft special provisions, draft construction estimate, draft final reports, (geotechnical, constructability review, staged construction plan), and draft foundation reports.

c. 95 percent construction submittals shall include finalized structural construction plans, all permits, finalized environmental agreements, final foundation reports, final engineers report (including construction estimate and staged construction plan), final incorporation of special provisions, and finalized design calculations.

d. all plans, reports calculations and drawings are required to be submitted in both hard copy- paper and electronically format.

xiv. Submittals will be made in a time frame that allows for all necessary reviews and clearances. Refer to the Project Statement Form and Instructions for estimated time requirements for "Regulatory Permits, Environmental Compliance, and Technical Review". County will provide additional guidance regarding the project review and approval process at the initial project meeting and upon subsequent request.

xv. Upon approval by County of a Project Statement, County will issue a written "Notice To Proceed" to the Concession Contractor. No work shall begin to construct, alter or replace Concession Contractor Improvements, including purchase or staging of materials, ground preparation etc. without such written notice.

5. Environmental Compliance

All project decisions of Reclamation will be in accordance with the NEPA of 1969, as amended, the Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 C.F.R. Parts 1500-1508), and the Department of the Interior (DOI) regulations for implementation of NEPA (43 C.F.R. Part 46).

Projects on Federal lands typically constitute an undertaking pursuant to Section 301 (7) of the NHPA (16 U.S.C. 470) as amended, and requires compliance with Section 106 of the NHPA. Actions involving the type of activities that have the potential to affect historic properties, pursuant to the regulations at 36 C.F.R. Part 800.3(a)(1) will require Section 106 consultation. Any project that may affect an historic site, structure, district, cultural landscape, archeological site, or historic object or furnishing will require Section 106 compliance. Such compliance may require up to 90 days of consultation efforts from the date the completed proposal package was submitted to County.

6. Accessibility Standards

The Concession Contractor will work with County staff to inspect and evaluate current facilities, services and programs for compliance with all Applicable Laws including the ADA and ABA standards and requirements, and make improvements to ensure compliance as required by law. All future development of facilities, and all services and programs will comply with the accessibility requirements set forth in Applicable Laws.

ATTACHMENTS:

1. Reservation Policy
2. Approved Rate Schedule
3. Project Statement Form and Instructions

ATTACHMENT 1

RESERVATION POLICY (where applicable for this Authorized service):

Reservations can be made by phone, online and drop in. Payments are made in advance over the phone, online and drop in. Cancellations must be received 7 days or more in advance of planned arrival date to receive a refund. All nightly and weekly reservations will require a deposit of 2 nights, or half of the total applicable charges for the reservation, whichever is greater.

Campsites and RV Sites - During the Summer (April 1st to October 1st) there is a 2 night minimum stay for weekend campsite reservations (3 nights over holiday weekends). No charge for children under the age of 12.

Rates are based on double occupancy, and do not include taxes or gratuities.

Must be 21 years old to reserve a campsite.

There is a limit of two vehicles and eight people for Standard and RV Campsites. There is a limit of one vehicle and four people for Tent Only Campsites. Rates are subject to approval by County and can change at any time.

ATTACHMENT 2

RATES

Rates for all goods and services shall be reasonable and appropriate for the type and quality of the goods and services provided and must be approved by County. The rates listed below are the rates for Required and Authorized services identified in this contract. Rate change requests should reflect changes in rates for comparable goods and services provided by the private sector operating in a competitive environment under similar operating conditions. County may choose to accept the Concession Contractor's proposed rates; however, if County does not accept the Concession Contractor's proposed rates, County's decision is final and non-challengeable.

RV Campsite (Max 2 vehicles) $55 (2 people). Additional person $5 with max 8 people per site

Standard Campsite (Max 2 vehicles) $50 (2 people). Additional person $5 with max 8 people per site

Tent Only Campsite (Max 1 vehicle) $45 (2 people) Additional person $5 with max 4 people per site

Extra Person (day use) $5 per person, walk in

Pet Fee $5 per pet, per day or night of camping

Extra Vehicle/Parking $10 per vehicle, per night of camping

Day Use $20 per vehicle up to 4 persons with additional person $5 each and/or $14 per vehicle up to 2 persons with additional persons $5 each.

Annual Day Use Pass $175

Annual Boat Launch Pass - $350

RV Dump Fee: $25

Boat Launch $30.00 per day

ATTACHMENT 3

Project Statement Form (to be provided by County if needed)

EXHIBIT E

CONCESSION AREA

Maintenance Plan

A. INTRODUCTION

1. This Maintenance Plan between Spanish Flat Campground, Inc. hereinafter referred to as "Concession Contractor," and Napa County, hereinafter referred to as "County," shall serve as document attached to the Interim Concession Contract, (hereinafter referred to as the "Contract") and is considered a part of that concession contract. The Maintenance Plan delineates and specifies the maintenance responsibilities of the Concession Contractor and Reclamation with regard to the Concession Area.

2. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, shall prevail.

3. This plan shall remain in effect until superseded or amended in writing upon mutual agreement between the Concession Contractor and the County.

B. CONCESSION CONTRACTOR'S RESPONSIBILITIES

1. The Concession Contractor is required to maintain the concession facilities according to the standards set forth in Chapter 8 of the Concession Review Program as described in the current Reclamation Concessions Management Guidelines and in this Maintenance Plan.

2. The Concession Contractor shall provide, operate, and maintain Concession Contractor Improvements, facilities, conveniences, utilities, landscaping, and visitor services in accordance with this Interim Concession Contract to such an extent and in a manner considered satisfactory by County, unless otherwise specified in the Contract. The Concession Contractor shall be responsible for maintaining, as applicable, all improvements resting on the lands (such as buildings, walkways, docks, floating docks, slips, signs, ramps, moorings, picnic facilities, trails, parking areas, pavement markings, fences, retaining walls, curbing, culverts, etc.); aboveground storage tanks and associated mitigation if needed; marine fueling stations, auto and equipment maintenance and repair areas (hoists, cranes, fuels and fluids management, used oil and lubricants, used antifreeze, filters, and batteries); intrusion and fire alarm systems; emergency equipment; interior and exterior lighting systems; fire suppression systems; maintenance of fire breaks and reduction of fuels within concession assigned areas; utility and utility distribution systems; structural elements and surfaces (roofing, flooring, sub-flooring,

windows, doors, porches, etc., including hazard abatement); heating and cooling systems; wastewater treatment facilities, flush restrooms, composting and vault toilets; and all installed fixtures and miscellaneous equipment.

3. The Concession Contractor shall carry out all general, preventive, and emergency repairs in such a manner as to ensure that provision of all Required and Authorized Services are minimally impacted and creates the least amount of disruption for the visiting public. All existing and future Concession Contractor Improvements and Personal Property, and all Government furnished Improvements and Personal Property, shall be maintained by the Concession Contractor in accordance with the Interim Concession Contract, the Concession Review Program, this Maintenance Plan, and Applicable Laws.

4. All maintenance will be conducted in compliance with all Applicable Laws, the latest version of the International Property Maintenance Code (IPMC), and the manufacturer's recommendations and specifications. A brief synopsis of the current IPMC along with purchase information of the code can be found at: https://law.resource.org/pub/us/code/ibr/icc.ipmc.2012.html. In the event of any conflict between Applicable Laws and the IPMC, the Applicable Laws will prevail.

C. GENERAL MAINTENANCE RESPONSIBILITIES

1. Codes

   The Concession Contractor shall comply with all Applicable Laws. As well, the Concession Contractor shall comply with the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, the National Fire Protection Association's (NFPA) Life Safety Codes, and other portions of the Napa County Code; unless the County has provided a written exception. The Uniform Plumbing Codes may be purchased at www.iapmo.org, The National Electrical, Life Safety and Fire Codes may be purchased at www.nfpa.org, and The Uniform Building Codes at www.iccsafe.org.

2. Painting

   To maintain the appearance of the structures, exterior painting shall be performed on a 5-year cycle or more often if needed to provide adequate protection to the structure. Interior painting shall be performed on a 5-year schedule or more often if needed to maintain a good appearance. Latex paint with a low content of volatile organic compounds must be used unless approval is granted by Reclamation for use of an oil-based product because of the historic context or use context of the area to be painted.

3. Interior Systems

   The Concession Contractor shall operate, repair, and replace lighting, and heating and cooling systems. The Concession Contractor shall clean and inspect all chimneys,

fireplaces, stoves, and exhaust ducts prior to the start of each operating season. The Concession Contractor shall also provide and install any needed winterization covers for chimneys.

4. Seasonal Closures

   The Concession Contractor will notify Reclamation and County of the maintenance of utility systems before any action is taken. The Concession Contractor will be responsible for all utility system work supporting a seasonal operation (shut down of systems, drainage of water, charging systems, etc.). The Concession Contractor assumes sole responsibility for actions needed to correct damage that results from inadequate preventive measures on all facilities and systems that are closed down for any particular seasons.

5. Underground and Aboveground Fuel Storage Tanks

   The Concession Contractor shall monitor, test, maintain, repair, upgrade, replace as necessary, remove underground and above fuel storage tanks and mitigate any soil or groundwater contamination in compliance with Section 3 "Environmental Management" of the Interim Concessions Contract. Written notification and approval by County is required before initiating work.

6. Signs

   The Concession Contractor will install and maintain, all interior and exterior signs relating to its operations and services within the Concession Area and directional signs outside assigned areas that relate specifically to concession operations. Signing will meet all applicable codes and comply with the intent of Reclamation's Sign Guidelines (See Guidelines at http:// www.usbr.gov/pmts/planning/signguide2006.pdf).

7. Litter, Garbage, and Recycling

   Refuse receptacles will be kept clean, well maintained, and serviceable; sites will be free of spills, waste, and odors. Waste shall not accumulate in collection containers to the point of overflowing. Refuse collection containers shall be conveniently located and in sufficient quantity to handle the needs of the area. All materials generated as solid waste must be removed from areas at the Concession Contractor's expense and disposed of in an appropriate manner in an approved refuse disposal site. The Concession Contractor shall comply with applicable state and local solid waste regulations. The Concession Contractor shall promote recycling and place recycling bins in convenient locations for public use. The Concession Contractor shall be responsible for the frequent litter removal from the Concession Area, including campsites, day use picnic sites and any shoreline areas within their land assignment, and for the removal of debris that is floating in the lake and adjacent to their area of operation, if it is apparent that the debris is related to the concession operation.

8. Grounds and Landscaping

   The Concession Contractor is responsible for landscaping, grounds care (planting, watering, mowing, weeding, fertilizing, aerating, pruning, etc.), and maintaining required defensible space for fire management, and aesthetic improvement of the Concession Area. Contractor shall maintain vegetative fire fuels control as prescribed by CAL FIRE. The Concession Contractor shall, at all times, be responsible for keeping the assigned area free and clear of safety hazards (fallen branches, leaf buildup, broken glass, sharp objects, etc.).

9. Hazardous Trees

   The Concession Contractor shall notify County when potentially hazardous trees are identified. The Concession Contractor shall only remove trees within the Concession Area that have been confirmed by County as hazardous. The County Executive Officer or designee will approve all trees requiring removal in writing.

10. Roads, Trails, Parking Areas, and Walkways

    The Concession Contractor shall operate, maintain, and repair roads, parking areas, curbing, sidewalks, walkways, and trails within the Concession Area in a state of good repair and in a manner that provides reasonable access to the general public, persons with physical disabilities, and emergency and service vehicles. The Concession Contractor shall sweep, paint curbs, and stripe roadway surfaces to ensure that public areas are consistently safe from hazards, clean and free of litter and earthen debris, and well marked. The Concession Contractor shall maintain trails assigned for its use, to levels prescribed by County. Maintenance of any portions of external trail systems that enter and exit the assigned Concession Area shall be addressed through mutual agreement by the Parties.

11. Marina , Docks, Slips, and Anchoring Systems

    The Concession Contractor shall operate, maintain, and repair, marina, breakwaters, piers, jetties, docks, slips, anchoring systems, floating docks, courtesy docks and slips, sewage pump out stations, boat launches, fish cleaning stations, dry dock facilities, hoists and cranes, boat storage facilities, restrooms, and all utility systems to the extent the facilities exist within the Concession Area in a state of good repair and in a manner that provides safe reasonable access to the general public, persons with physical disabilities, and both emergency and service vehicles.

12. Wastewater Treatment

    The Concession Contractor shall operate, maintain, and repair, wastewater treatment service and facilities, and shall also maintain all fixtures attached to the wastewater

treatment system, including building plumbing systems, all wells, wastewater treatment facilities, storage facilities, tanks, sewage ponds and leaching fields, distribution systems, master meters and valves, pumping stations, and down flow from the meter within the Concession Area in accordance with all Applicable Laws and environmental requirements including effluent limitation requirements established in the Clean Water Act.

13. Utility Systems

The Concession Contractor shall operate, maintain, and repair, all interior and exterior utility systems within the Concession Area in accordance with Applicable Laws, except that County may provide certain Government furnished Improvements and Personal Property identified in Exhibit B. As systems or equipment need to be replaced, the Concession Contractor shall within reason, employ products and technologies that reduce impacts, conserve resources, and improve efficiencies, including electric peak load shedding and the use of alternative fuels. The Concession Contractor will replace or repair all utility systems, regardless of location, damaged as a result of the negligence of its employees, agents, or contractors. The Concession Contractor shall be required to operate, maintain and repair the potable water system in compliance with the requirements of the State.

14. Exterior Maintenance

The Concession Contractor shall operate, maintain, and repair, the exterior of all Concession Contractor Improvements and Government furnished Improvements within the Concession Area in accordance with all Applicable Laws. Exterior refers to the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments of structures, including all equipment, walkways, trails, parking lots, and other Improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility. All facilities will be harmonious in form, line, color, and texture with the existing landscape.

15. Electrical Systems

The Concession Contractor shall operate, maintain, and repair, all wiring, conduits, fuses, breakers, fixtures, etc., within the buildings and facilities, all electrical systems and equipment, and distribution systems, except that Reclamation or County may provide certain Government furnished Improvements and Personal Property identified in Exhibit B. Any repairs, remodeling, or upgrading shall be consistent with Applicable Laws well as the National Electrical Code. Installations must be performed by a contractor or electrician licensed by the State of California.

16. Chemical and Vault Toilets

The Concession Contractor shall be responsible for the cleaning, restocking and pump out of all chemical and vault toilets operated within the Concession Area. The frequency of cleaning, restocking and pump out of the toilets will be based on use by the public and may require a higher level of attention during high use periods.

17. Vehicles and Equipment

The Concession Contractor shall maintain the equipment listed as Government Furnished Improvements and Personal Property in Exhibit B in accordance with manufacturer-recommended maintenance schedules and services. The Concession Contractor shall keep accurate records and receipts showing when and what type of maintenance is performed, and provide copies of such records to County upon request. The Concession Contractor will notify the County when the vehicles listed in Exhibit B need maintenance according to the manufacturer-recommended maintenance schedules, and deliver the vehicles to, and pick up the vehicles from, County's Fleet Division at no cost to County. County will perform routine vehicle maintenance and minor repairs at no cost to the Concession Contractor. Cost to repair damage caused by abuse, neglect, or reckless behavior shall be reimbursed by the Concession Contractor.

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Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1845

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Juan Arias, Deputy Director of Public Works

SUBJECT: Behavioral Health Treatment Center and 555 Gateway Drive Improvements Project Approvals

RECOMMENDATION

Approve the Plans and Specifications for the "Behavioral Health Treatment Center and 555 Gateway Drive Improvements Project" PW 26-100; and authorization to advertise for sealed bids and opening of the bids at a time, date, and locations to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact)

BACKGROUND

A. Behavioral Health Treatment Center (BHTC)

On June 3, 2025 the Board of Supervisors received a presentation, created a new capital improvement project, and approved related budget amendments for repurposing the Reentry Facility as the HHSA Behavioral Health Treatment Center.

The Reentry Facility was originally built with a mix of State and local funding. In order to use the Reentry Facility for BHTC, the County was required to "buy out" the State's interest in the facility. The new goal for the facility is to provide services by the County Health and Human Services Agency (HHSA) as a Behavioral Health Treatment Center. The Behavioral Health Treatment Center will consist of three programs: 1) Residential Substance Use Disorder Treatment and Withdrawal Management; 2) a Lanterman-Petris-Short (LPS) Act designated Mental Health Rehabilitation Center (MHRC) or other licensed facility type deemed eligible by the State to serve the target population; and 3) a Sobering Center.

The Behavioral Health Treatment Center envisions:

1) New and Expanded Mental Health and Substance Use Disorder Care -SB 43 Treatment Mandate,

2) Proposition 36 Treatment Capacity, and

3) Jail and Emergency Department Diversion.

These proposed programs at this new campus will strengthen the County's behavioral health care system for those with the most serious mental health and substance use disorders to create infrastructure to meet the new SB43 mandate that modernizes conservatorships, sustain and expand residential treatment capacity to provide for a long-term facility through its relocation from Napa State Hospital and to serve the new adult offender population under Prop. 36 (allowing for an increase from 35 to up to 48 residential treatment beds at this new site) and create a program to divert intoxicated adults from arrest and jail into a safe environment with critical short-term care and access to onsite longer-term treatment.

HHSA, in working with the Public Works Department and Nacht & Lewis architects, anticipates that some modifications to the existing facility are needed to operate the three treatment programs, thereby maximizing the facility's use. Nacht & Lewis Architects was selected through a RFQ for on-call architectural services for various County projects and has assisted the County with design of the project and preparation of plans, specifications and estimates. Nacht & Lewis designed the original facility, which has been beneficial to the County for coordination and cost efficiency purposes.

Current Challenges at Napa State Hospital:

Napa County currently leases space at Napa State Hospital for its Residential Treatment and Withdrawal Management Program. That facility is in urgent need of extensive maintenance, has limited access, has limited capacity, and has no ability to co-locate with other treatment programs.

Optimal Relocation and Expansion:

Reentry Facility's design, capacity, and existing furnishings make it the ideal site to relocate and expand capacity of our Residential Treatment and Withdrawal Management Program and add new critical programs to create a "Behavioral Health Treatment Center." This new center is also adjacent to our new jail and nearby the Napa County HHSA that directly oversees these programs creating clear connections and referral pathways.

For tracking the modifications, a new Capital Improvement Project was created: 25050-HHSA Behavioral Health Treatment Center, with initial appropriations of $300,000 for the design phase, funded through a transfer from HHSA reserves. The goal is to complete the modifications to the facility in the first half of 2026, assuming Probation Department's relocation from reentry to another leased space is accomplished in the Spring

of 2026. The estimated total project cost through completion is $4,000,000 and will be funded from HHSA reserves.

Now that design of the required improvements and construction documents have been completed, staff recommends letting the project out for construction bids. Once bids are received and a lowest apparent bid is determined, staff will return to the Board for approval of a construction contract award and for a budget transfer to fully fund the project based on actual construction bids.

B. 555 Gateway Drive:

On June 3, 2025, the Board received an update on the Facilities Master Plan, made the strategic decision to indefinitely pause implementation of the plan, and directed instead to move forward with short-term improvements to address critical facility and department space needs. Among these short-term actions was an item to lease office space for the Probation Department and Child Support Services. Movement of Child Support Services to leased space opens needed space for the District Attorney in 1127 First Street and movement of the Probation Department opens the Reentry Facility for the BHTC.

Staff from Probation, Child Support Services, and Public Works have utilized the services of the County's contracted real estate agent to seek available office space for lease. Staff evaluated several properties and identified approximately 40,000 square feet of space in a single building located at 555 Gateway Drive as the most cost-effective available property to meet the space needs. With tenant improvements to be made by the Landlord, the space is suitable for the Probation Department, one of its program service providers (GEO, currently located at the Hall of Justice), and for Child Support Services. The space is anticipated to be available in April of 2026 for the County to install furniture and security cameras with occupancy anticipated in the summer of 2026. Timelines are subject to change for earlier occupancy should the Landlord's current tenant vacate the space earlier than required.

Upon approval of the proposed lease, additional costs were anticipated, including purchase and placement of furniture and security systems, movement and installation of existing furniture and department essentials, and allocation of two additional custodial positions. Capital Improvement Funds have been budgeted to support improvements and the move. Additional staffing in the custodial subdivision of property management will be requested at mid-year.

Now that design of the required improvements and construction documents have been completed, staff recommend letting the project out for construction bids. Once bids are received and a lowest apparent bid is determined, staff will return to the Board for approval of a construction contract award and for a budget transfer if needed to fully fund the project based on actual construction bids.

C. BHTC and 555 Gateway Drive construction process:

Department of Public Works staff have worked with the County's on-call Architects Nacht and Lewis and with applicable departments for the preparation of designs and construction bid plans and specifications for the improvements required for the BHTC and for the improvements and systems furniture installation required at the 555 Gateway property. Staff proposes to bid the two projects as one construction contract to take advantage of construction coordination and cost efficiencies.

Now that design has been completed and the construction bid documents are ready, staff recommends approval of plans and specifications and releasing the project out for construction bids. Once construction bids are received, staff will return to the Board with a recommendation for a construction contract award and any necessary budget adjustments in order to move the project forward into construction.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Project funding will be located in Behavioral Health Treatment Center: Fund 3000 Sub-division 3000550 Project 25050 - HHSA Behavioral Health Treatment Center 555 Gateway Drive: Fund 3000 Sub-division 3000550 Project 26002
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The project must be let out for construction bids in order to move project into the construction phase.
Is the general fund affected?	No
Future fiscal impact:	Lease payments for the 555 Gateway Boulevard property.
Consequences if not approved:	The project may not move into the construction bidding phase.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration of possible adoption of Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities" and Class 2 ("Replacement or Reconstruction") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301 and §15302; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

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Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1863

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Katherine Bales, Assistant Airport Manager

SUBJECT: Approve Capital Improvement Project for Runway 6-24 End Lighting Replacement, PW 26-14 at the Napa County Airport, and an associated budget amendment.

RECOMMENDATION

Approve and authorize the creation of Capital Improvement Project 26016, "Runway 24 End Lighting Replacement Project" PW 26-14 and an associated Budget Amendment for the emergency replacement of Runway 24 end threshold lighting. (Fiscal Impact $150,100 Expense; Airport Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On July 10, 2025, a transient Jet aircraft departed the Napa County Airport from Runway 24 at max power and caused several large pavement pieces of the blast pad and two of the eight Runway 24 end threshold lights to dislodge into the Runway Safety Area. This exposed sections of live high-voltage electrical cable, potentially fatal to people and wildlife near it. Airport Operations staff immediately secured the electrical circuit to the end threshold lighting system, issued proper notices to the Federal Aviation Administration (FAA), and began to repair the blast pad area where feasible. The end threshold lighting of a runway identifies the edge of pavement for aircraft landing from both directions on the runway and is required for safe landing during nighttime and inclement weather operations. Inoperable lights require FAA notice of non-standard to pilots and results in limits to nighttime and inclement weather operations, leading to unsafe airfield conditions.

On or about July 11, 2025, the Airport's airfield lighting contractor was called to assess the damage and propose repairs. After assessment, the lighting contractor determined there was no way to repair the existing system as the end threshold lighting is original to the 1940's era runway, with high voltage electrical cables directly buried in the ground without conduits or safety measures. It was determined that replacement of the damaged system would be required to bring it up to FAA safety standards. As we head into winter months, if

Runway 24 end threshold lights are not operational, the Airport has to close this primary runway at night and during inclement weather due to poor visibility, leading to inconsistent and less safe airfield operations. In addition, under Advisory Circulars AC 150/5345-46E and 150/5340-26C, the FAA requires prompt attention by Napa County to repairs that cause runway closures.

Prior to moving forward with repairs, the Airport required electrical design to replace the lighting and bring the damaged end threshold lighting system up to current FAA safety standards. On August 19, 2025, the board approved Amendment No.1 to Agreement No. 250309B with Mead & Hunt to design the Runway 24 edge lighting system to meet current FAA standards. The design was completed on or around September 26, 2025. Airport staff requested informal bid proposals from Vellutini Corporation dba: Royal Electric Co (Royal Electric) and St. Francis Electric based on the Mead & Hunt design. Royal Electric provided a bid for $137,100 and could meet the emergent timeframes to make the system operational. St. Francis provided a quote significantly higher at $251,710. Due to the 12-week lead time on electrical components, Royal Electric was asked to move forward and order the required airfield lighting.

On October 24, 2025, Construction Contract 260208B with Royal Electric was executed by the Chief Executive Officer per Resolution No. 2015-37 with a maximum compensation of $137,100 to perform emergency threshold runway lighting repairs (Agreement attached for reference). On October 27, 2025, the Board received and reviewed a report of an emergency Public Works action in response to damaged runway lighting accomplished without competitive bidding as authorized by Resolution No. 2015-37 and determined that based on the report from Public Works, the emergency did not permit the delay associated with competitive bidding procedures, and that the actions were necessary to respond to the emergency pursuant to Public Contract Code section 22050.

Under Resolution No. 2015-37, the Board of Supervisors must initially review an emergency repair project ordered by the Chief Executive Officer or Director of Public Works within 7 days of the emergency action, or at the next regular meeting scheduled. If the action is approved, the Board of Supervisors must review the emergency action at every regularly scheduled meeting thereafter (but not more often than every two weeks) until the Board determines the emergency situation no longer exists (unless the action is terminated earlier by the Chief Executive Officer or Director of Public Works).

Today’s action is requesting to establish a Capital project and approve a budget amendment to cover the emergency contract work and staff time that is required to replace the end threshold runway lighting on Runway 24 and bring it up to current safety standards (Budget Summary attached for reference). A future project to address the remaining lighting for Runway 24 and joint repair is planned through the FAA grant program in federal fiscal year 2028 and is not a part of the emergency project to address the immediate life, safety concerns.

Requested Actions related to the “Runway 24 End Lighting Replacement Project”:

1. Approve creation of a new Airport Capital Improvement Project 26016, PW 26-14 for the "Runway 24 End Lighting Replacement Project";

2. Approve a Budget Amendment for the following:

a. Increase Intrafund Transfers-Out appropriation by $150,100 in the Airport Operations budget (Fund 5010, Subdivision 5010000) offset by the use of its available fund balance to transfer to Project 26016 and increase its Intrafund Transfers-In revenue (Fund 5010, Subdivision 5010500, Project 26016, Account 49900);

b. Increase Engineer Services appropriation by $13,000 in Project 26016 budget (Fund 5010, Subdivision 5010500, Project 26016, Account 52145) transferred from Airport Operations; and

c. Increase Construction Services appropriation by $137,100 in Project 26016 budget (Fund 5010, Sub-Division 5010500, Project 26016, Account 52360) transferred from Airport Operations.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	This is a new capital project with funding sourced from the Airport Enterprise Fund (Fund 5010).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Damage to Runway 24 Threshold system created unsafe field conditions and required the system to be shut down. The lighting system identifies the end threshold of the Runway and prompt repair is required by the FAA.
Is the general fund affected?	No
Future fiscal impact:	Regular maintenance of airfield systems has been contemplated and planned for future budget cycles.
Consequences if not approved:	Napa County Airport will continue to be non-compliant with FAA standards and create a "unsafe condition" notice on our annual inspections, potentially leading to Grant Assurance violations.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

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.].

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NAPA COUNTY AGREEMENT NO. 260208B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, this 24th day of October, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Vellutini Corporation dba Royal Electric Company whose address is 8481 Carbide Ct, Sacramento, CA 95828, hereinafter referred to as "Contractor."

RECITALS

A. County needs the services of a licensed contractor in order to complete the RUNWAY 6-24 Threshold Light Emergency Repair project in accordance with the Scope of Work listed in Exhibit A.

B. Contractor was selected to perform the work without competitive bidding pursuant to the emergency authority delegated to the County Executive Officer under County Resolution No. 2015-37 in accordance with Public Contract Code Section 22050.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall furnish all labor, materials, equipment, tools, transportation, apparatus, facilities, and services and perform and complete all work required in connection with the RUNWAY 6-24 Threshold Light Emergency Repair project scope of work 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 plans prepared by Mead & Hunt for the Runway 6-24 End Lighting Replacement Emergency Repair project dated September 26, 2025 incorporated herein by reference ("Plans"), the Specifications For Napa County Airport Runway 6-24 Threshold Light Emergency Repair attached hereto as Exhibit E and incorporated herein by reference ("Specifications"), the Request for Quotes, or Invitation for Bids issued by County (if any), and Contractor's proposal, quote, or bid.

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. Time is of the essence in the performance of the scope of work.

1.3 Warranty. Contractor warrants to County that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by County within one year after the date the scope of work is completed, unless a longer period is specified by the Contract Documents.

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 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 performance 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.

1.5 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 County may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

1.6 Change in Scope of Work. Any change in the scope of the work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the County. Contractor specifically understands, acknowledges, and agrees that the County shall have the right to request any alterations, deviations, reductions, or additions to the project or work, and the cost thereof shall be added to or deducted from the amount of the contract price set forth in Paragraph 3.1 by fair and reasonable valuations. Contractor also agrees to provide the County with all information requested to substantiate the cost of the change order and to inform the County whether the work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

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 Contractor's completion of the scope of work, unless terminated earlier in accordance with this Article.

2.2 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 this 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. County 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. 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 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 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.

2.3.1 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 2.2.

2.4 Director's Authority. The Director of Public Works 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 full and satisfactory performance of the scope of work in accordance with the terms and conditions of this Agreement, the lump sum of One Hundred Thirty-Seven Thousand One Hundred Dollars ($137,100) in accordance with Exhibit B.

3.2 Payment Process. Contractor may submit invoices in accordance with the payment schedule in Exhibit B in arrears for work performed, to the Airport Manager who will review the invoice to confirm its contents match the work performed during the period covered by the

invoice. 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 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 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.

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. Prior to commencing the scope of work, Contractor shall furnish to County and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1 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 Work and project schedule in a form approved by County Counsel.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project in a form approved by County Counsel. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by County 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 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 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 County 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 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 the work under this Agreement that would interfere with compliance or induce violation of these policies by County employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

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

7.4 Prevailing Wage Requirements. The scope of 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 County 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 County 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 County 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.

7.7 Licenses and permits. Contractor represents that Contractor has all licenses, permits, or qualifications of whatsoever in nature, which are legally required for Contractor to perform the scope of work. Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement, any such licenses, permits or qualifications. Contractor is required to possess a current C-10 Electrical Contractor license.

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 County, 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 County. 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 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.

8.6 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 County with access to Contractor's records which are reasonably necessary for County to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by County, either by providing copies of the requested

records to County or allowing County to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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

COUNTY	CONTRACTOR
Napa County Airport	Vallutini Co. dba Royal Electric
2000 Airport Rd	8481 Carbide Ct
Napa, CA 94558	Sacramento, CA 95828

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 work, 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 work 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 Change Order approved in accordance with Section 1.6.
9.4.2 This Agreement.

9.4.3 The Exhibits to this Agreement.
9.4.4 Plans
9.4.5 The RFQ or RFP issued by County.
9.4.6 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 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 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 work, 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 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 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 work, 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 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.

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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).

Vellutini Corporation dba Royal Electric Company

Signed by:
By Greg Schniegenberg
41121CBA109748D...
GREG SCHIEGENBERG, COO

DocuSigned by:
By Dina Kimble
407D27872F18407...
DINA KIMBLE, President

NAPA COUNTY, a political subdivision of the State of California

By _____
RYAN ALSOP, Napa County CEO
Authority Under Res 2015-37

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sabrina S. Wolfson* Deputy County Counsel Date: October 21, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF WORK

I. Description of Work

Contractor shall remove existing Runway 6-24 Threshold lights, wire, and haul off 280SY of existing over run AC pavement and shall replace with new lights, base cans, conduit & wire, and 50 CY of Caltrans base rock class 1 (160'x15'x.5'), in accordance with the Plans and Specifications (as defined in Paragraph 1.1 of the Agreement) .

II. Schedule

Contractor shall complete the Scope of Work within 63 Calendar days after the Effective Date of this Agreement.

Contractor shall perform the Scope of Work in accordance with this schedule:

Project Element	Duration
Mobilization	1 Calendar Day
Construction	2 Calendar Days
Material Procurement	60 Calendar Days
Total	**63 Calendar Days**

EXHIBIT B
COMPENSATION

County will pay Contractor in accordance with the following pricing and payment schedule:

Bid Item #	Description	Qty	Unit	Unit Price	Ext Price
100	MOBILIZATION	1.000	LS	$ 20,000.00	$20,000.00
200	PAVEMENT REMOVAL	280.000	SY	$ 56.00	$15,680.00
300	CALTRANS AGGREGATE BASE CLASS 2	50.000	CY	$ 470.00	$23,500.00
400	REMOVE & SALVAGE EXISTING RW THRESHOLD LIGHT FIXTU	1.000	LS	$ 9,000.00	$ 9,000.00
500	F&I L-824 LIGHTING CABLE INSTALLED IN CONDUIT	220.000	LF	$ 15.00	$3,300.00
600	NO.6 SOLID BARE COUNTER POISE ABOVE CONDUIT	220.000	LF	$ 3.00	$ 660.00
700	F&I 1W-2" UNDERGROUND CONDUIT	340.000	LF	$ 64.00	$21,760.00
800	F&I L-861E LED THRESHOLD LIGHTS COMPLETE	8.000	EA	$5,400.00	$ 43,200.00
Grand Total:					**$137,100.00**

Project Payment Schedule	Invoice
Material Procurement	1
Mobilization	1
Demo & Salvage	1
Construction	1
Total	**4**

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 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 Work.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of

and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

Docusign Envelope ID: EC7CC768-77BC-41F7-8724-25A800BAE543

EXHIBIT E
Specifications For Napa County Airport Runway 6-24 Threshold Light Emergency Repair

Runway 6-24 End Lighting Replacement Project, PW 26-14 10/8/25

CIP# 26016

Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date*	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Environmental	$0					
Technical Study	$0					
Design/ project management	$0					
Design Admin	$0					
Construction	$137,100	$137,100				
Construction Contingency 10%	$0					
Construction Management/Inspection	$0					
Construction Admin	$13,000	$13,000				
Total Project	**$150,100**	**$150,100**	**$0**	**$0**	**%**	**$0**
Total Federal Project Cost	$0					
Federal Grant Share	$0					
Sponsor Share	$150,100					
Sponser Final Share and 10% contingency						

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1867

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, A.A.E., Airport Manager

SUBJECT: Amendments to the Airport Advisory Commission Bylaws

RECOMMENDATION

Adopt a Resolution to amend the Airport Advisory Commission Bylaws, effective immediately. (No Fiscal Impact)

BACKGROUND

The Airport Advisory Commission's Bylaws provide the rules and procedures for the conduct of the Commission's meetings and business. The last substantive update of the Airport Advisory Commission Bylaws occurred in 2019. The 2019 Bylaws have been used for the last 6 years and continue to govern how the Commission conducts its meetings.

An update to the 2019 Bylaws is being proposed to clarify participation, establish better continuity in the terms of Commissioners, and align the conduct of business to the Board policies.

In summary, the proposed changes include:

1) Updating the language on Commissioner qualifications to be consistent with County policy and to ensure that Commissioners have knowledge and appreciation of General Aviation;

2) Updating the names of each seat on the Airport Advisory Commission with their group and industry representation;

3) Establishing a two year limit on the number of annual terms for serving as Commission Chair;

4) Establishing the Airport Manager as the Commission Secretary;

5) Staggering the terms of the Commissioners so that continuity improves while preserving the opportunity to serve;

6) Updating the language on Commissioner termination;

7) Shifting the notifications of absences to the Commission Secretary;

8) Updating the language on parliamentary procedure, public comment, and the conduct of the Commission meetings; and

9) Other minor language edits to improve consistency.

On June 6, 2025, the proposed bylaw updates were agendized for consideration by the Airport Advisory Commission, but the meeting was cancelled due to lack of a quorum. On August 4, 2025, the updated bylaws were agendized for consideration by the Airport Advisory Commission, and the matter was tabled for further review. The Bylaws were recommended unanimously by the Airport Advisory Commission in a 6-0 vote on October 6, 2025.

Section 8 of the Napa County Policy Manual relating to the establishment of County boards, commissions and committees requires that rules and regulations for the conduct of business of the various commissions must be adopted by the Board of Supervisors. Attachment A is the current version of the Airport Advisory Commission Bylaws with redline proposed revisions. Attachment B is the resolution to amend the Airport Advisory Commission Bylaws along with a clean version of the proposed changes.

Once the Board adopts the Airport Advisory Commission's Bylaws, they will be disseminated to the Commission and posted on the County's website so members of the public will have a full and complete understanding of the Commission's purpose and meeting protocol.

Requested Action: Adopt a resolution amending the Napa County Bylaws Manual Part II, Section 3, Airport Advisory Commission, effective immediately.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Airport Advisory Commission's current Bylaws were last updated in 2019 and are outdated. An update to the Bylaws is warranted and will improve the function and representation of the Commission.
Is the general fund affected?	No
Consequences if not approved:	The Airport Advisory Commission will continue to operate under the 2019 Bylaws.
Additional Notes:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NUMBER _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE BYLAWS OF THE AIRPORT ADVISORY COMMISSION

WHEREAS, on June 24, 1969, the Napa County Board of Supervisors ("Board") adopted a resolution creating the Napa County Airport Advisory Commission ("Commission") and adopting policies to govern various aspects of the Commission; and

WHEREAS, these policies have been incorporated into Part II: Section 3 of the Napa County Policy Manual; and

WHEREAS, the Airport Advisory Commission Bylaws were amended on August 19, 1997 by Resolution No. 97-91, and

WHEREAS, the Airport Advisory Commission Bylaws were amended a second time on May 7, 2019 by Resolution No. 2019-54; and

WHEREAS, Public Works, County Counsel, and Airport staff, have developed a set of amendments to the Commission bylaws to clarify participation, establish better continuity in the terms of Commissioners, and align the conduct of Commission business to the Board policies; and

WHEREAS, at its October 6, 2025 meeting, the Airport Advisory Commission voted in support of the recommended amendments to the bylaws.

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NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby approves the amended Bylaws of the Airport Advisory Commission attached hereto as Exhibit A, and incorporated by reference herein and directs the County Executive Officer to place a copy of this Resolution in Part II: Section 3 of the Napa County Policy Manual.

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 18th day of November, 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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Sabrina Wolfson Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: October 28, 2025	_____ Deputy Clerk of the Board	

Established pursuant to Board of Supervisors' policy dated June 24, 1969
Amended January 14, 1975
Amended October 9, 1979; Resolution 79-142
Amended January 26, 1993; Resolution 93-6
Amended August 19, 1997; Resolution 97-91
Amended May 7, 2019; Resolution 2019-54
Amended XXXX; Resolution 2025-xx

BYLAWS OF THE AIRPORT ADVISORY COMMISSION

~~This Board of Supervisors' policy is prepared to provide guidance to the Napa County Airport Advisory Commission in relation to the following subjects: (1) Functions of the Commission; (2) Composition of the Commission; (3) Officers; (4) Appointment and term of Commissioners; (5) Frequency of Meetings of the Commission; and (6) Attendance of Commissioners at meetings.~~

1. Functions of Napa County Airport Advisory Commission:

Upon request of the Board of Supervisors, the Airport Advisory Commission shall:

A. Advance and promote the interest of aviation to the public.

B. Advise and support Airport Management on selected issues related to Airport policies and operations.

C. Provide recommendations to Airport Management on selected actions that require Board of Supervisors approval.

D. Work collaboratively with other agencies and local economic development efforts to effectively market the Airport as a community asset and advance the Airport's business interests.

E. Serve as an informational forum for community members and Airport users to receive and provide input on Airport and aviation related issues.

2. Qualifications and Composition of the Napa County Airport Advisory Commission:

~~2.1~~A. ~~-~~In addition to the requirements in paragraph B below, ~~T~~the desired qualifications for candidates for appointment to the Airport Advisory Commission ~~shall~~ include:

i. A resident of Napa County, or a business owner with an office in Napa County.

ii. Knowledge of General Aviation and an appreciation for its role in the economic structure of Napa County.

iii. A desire to assist the Board of Supervisors in the development and operation of the Napa County Airport as a contributory element of the local economy and ~~the~~ County infrastructure.

~~2.2~~B. ~~-~~The Napa County Airport Advisory Commission shall consist of seven (7) voting Commissioners and one non-voting liaison Commissioner, representing the following groups or industries:~~.~~

- ~~Three~~ Two (~~2~~3) ~~of the voting Commissioners shall represent the general public~~
- ~~One (1) shall represent a Napa County Airport pilots group or club~~
- ~~One~~ Two (~~2~~1) ~~shall represent a local Chamber of Commerce~~
- ~~One (1) shall represent the Wine/Hospitality Industry~~
- ~~One (1) shall represent the local Education Industry~~
- ~~The non-voting liaison Commissioner shall be appointed to represent and act as the liaison with the Napa County Planning Commission.~~

Seat 1: representative of the general public

Seat 2: representative of the general public

Seat 3: representative of a local Chamber of Commerce

Seat 4: representative of a local Chamber of Commerce

Seat 5: representative of a Napa County Airport pilots group or club

Seat 6: representative of the local Education Industry

Seat 7: representative of the Wine/Hospitality Industry

Seat 8: member of the Napa County Planning Commission (non-voting)

C. ~~Any~~ Commercial Operators or employees of a Commercial Operator conducting business at the Napa County Airport are ~~disqualified from~~not eligible for ~~application to~~appointment to the Airport Advisory Commission. Each Commission meeting agenda will have a designated item for Commercial Operator updates.

3. Officers:

The officers of the Commission shall be the Chair, Vice-Chair and Secretary.

A. Chair. The Chair of the Commission shall be elected annually by and from its voting members. The term of office shall be one year and a member may not be elected to serve more than two terms as Chair beginning with the election in 2025. If all members

desiring to be Chair have served two terms as Chair since the election in 2025, the position of Chair shall rotate annually beginning with Seat 1 and proceeding consecutively to Seat 7. If a member declines to serve as Chair, the rotation will proceed to the next seat.

B. Vice-Chair. The Vice-Chair of the Commission shall be elected annually by and from its voting members. There is no term limit to serve as Vice-Chair. If the office of Chair becomes vacant during the term, the Vice-Chair shall serve as Chair for the remainder of the term. Vacancy in the office of Vice-Chair during the term shall be filled by election to serve the remainder of their term.

C. Duties of the Chair and Vice-Chair. The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the Commission and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a two-thirds vote and perform such other duties as are required by the Commission. The Chair shall have all the rights and duties enjoyed by any other member of the Commission, including the right to make and second motions.

D. Secretary. The Airport Manager shall serve as the Secretary of the Commission.

~~The Commission shall annually elect a Chair, Vice Chair and Secretary. The term of office shall be one year and the term of the Chair shall be limited to no more than two consecutive terms. If all sitting commissioners have served two consecutive terms as Chair, a rotation shall commence. The Secretary need not be a member of the Commission, but may be the Airport Manager.~~

4. Appointment and Term of Commissioners:

A. Service. All of the voting Commissioners shall be appointed by and shall serve at the pleasure of the Board of Supervisors.

The non-voting liaison Commissioner shall be appointed by~~,~~ and from ~~among~~ the members of~~, and serve at the pleasure of~~ the Napa County Planning Commission, and serve at the pleasure of the Napa County Planning Commission.

B. Term of Commission members. The terms of Seats 1, 3, 5, and 7 shall be for two years from their appointments in 2025, and two year terms thereafter. The terms of Seats 2, 4, and 6 shall be one year from their appointments in 2025, and two year terms thereafter. The term ~~of appointment~~ of the non-voting liaison Commissioner (Seat 8) shall be the same as the liaison Commissioner's term on the Planning Commission.

C. Vacancies.

~~The term of appointment of the voting Commissioners shall be three years and shall be staggered such that the terms of no more than four voting Commissioners end in the same year. The term of appointment of the non-voting liaison Commissioner shall be the same as the liaison Commissioner's term on the Planning Commission.~~

Should a vacancy occur in a voting Commissioner position, the Board of Supervisors shall appoint a replacement Commissioner to fill only the unexpired term of the vacant position~~(s)~~. Should vacancy occur in the liaison Commissioner position, the vacancy shall be filled by the Planning Commission from among its remaining members.~~-~~

D. Appointments. All voting Commissioners shall be appointed by the Board of Supervisors from a list of applicants generated by advertising by the County Executive Office in the manner required by the Maddy Act (Government Code Section 54970 et seq.). Additionally,~~ and following.~~

~~T~~the advertising shall indicate that the qualifications for appointment ~~as Commissioner~~ to represent specific ~~organizations~~ groups or industries reflect the following requirements:

i. Napa County Airport ~~—P~~pilots group or club~~:~~. Recommendation from the Napa Airport Pilots Association, the Napa County Experimental Aircraft Association or other club/group as recognized by the County Executive Office.

ii. Chamber of Commerce Representative~~:~~. Recommendations from a recognized chamber of commerce operating in Napa County.

iii. Wine/Hospitality Industry~~:~~. Recommendation from a recognized wine or hospitality industry association, such as the Napa Valley Vintners, Napa Valley Grape Growers, Visit Napa Valley, or other associations as recognized by the County Executive Office.

iv. Local Education~~:~~. Recommendation from a Napa county school district, Napa Valley College or other local institution of higher education, or from a trades/vocational program as recognized by the County Executive Office.

v. Organizations may recommend more than one person for each position and the County Executive Office may accept recommendations from multiple industry associations. Representatives of specific organizations or industries will be expected to regularly report to those entities on the matters discussed at the Airport Advisory Commission. If qualified recommendations for those positions are not received, the Board of Supervisors may fill any designated Commission position with a member of the general public after a list of applicants is generated by appropriate advertising required by ~~Government Code Section 54970~~the Maddy Act.

E. Recommendations. If multiple applications are received for a Commission vacancy, the Commission may provide a recommendation to the Board of Supervisors for appointment. The Chair may form an ad-hoc ~~S~~subcommittee to interview applicants and return to the Commission with a recommendation for consideration.

F. Termination. A Commissioner's term may be concluded before expiration if any one of the following events occurs, upon which the Commission Secretary will notify the Board of Supervisors and request appointment of a replacement.

i. Commissioners must provide advance notice of an intended absence to the Secretary and an acceptable reason for such an absence. Failure of a Commissioner to attend three regular meetings or special meetings during their term without such notice shall constitute tender of resignation by the Commissioner which may be accepted by the Commission Secretary without further notice after the third such meeting.

ii. The Commissioner's resignation is submitted to the Chair or Secretary.

iii. The Commissioner is convicted of a felony or any offence involving a violation of the Commissioner's official duties.

iv. The Commissioner is in default of their Napa County Airport lease agreement or applicable Airport Rules and Regulations.

~~Any Commercial Operators or employees of a Commercial Operator conducting business at the Napa County Airport are disqualified from application to the Airport Advisory Commission. Each Commission meeting agenda will have a designated item for Commercial Operator updates.~~

5. ~~Frequency of~~ Meetings of Commission:

A. Schedule. The Napa County Airport Advisory Commission shall meet ~~bimonthly~~ on the first Monday of February, April, June, August, October, and December. Meetings shall be held at 12:00 pm at 2000 Airport Road. ~~at the time and place set for regular meetings in bylaws adopted by the Commission.~~ If ~~the Commission does not adopt such a bylaw, or~~ a meeting needs to be held at any other date or time, the meetings shall be held at the call of the Chair and shall be considered special meetings for purposes of the Brown Act ~~(Government Code Section 54950 and following)~~.

B. Parliamentary Procedure. Unless otherwise provided by these bylaws or the Brown Act, all proceedings of the Commission shall be conducted in accordance with and pursuant to the parliamentary procedure prescribed in the most current version of Robert's Rules of Order.

C. Public Comment. Comments from the public on matters appearing on the Commission agenda, or on matters within the subject matter jurisdiction of the Commission and not appearing on the agenda, is limited to 3 minutes per speaker. The Chair may reduce the amount of time per speaker if, in their opinion, the number of speakers will prevent the orderly and efficient conduct of Commission business, but in no event to less than 1 minute per speaker.

D. Quorum. A majority of the members of the Commission shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other official purposes, except that less than a quorum may adjourn from time to time until a quorum is obtained. For purposes of a quorum, "majority of the members" means at least 4 of the authorized positions, excluding the liaison Commissioner, whether or not all of the positions have been filled by the Board of Supervisors.

E. Number of Votes Required for Action. All actions require a motion and a second. No action or recommendation of the Commission shall be valid and binding unless a quorum is present and the motion is approved by at least a majority of the members present. Each member shall have one vote. No votes may be cast by proxy. Tie votes shall be considered as denial of the motion. The liaison Commissioner may not vote.

F. Meetings to be Open and Public. All meetings of the Commission to take action or to deliberate concerning Commission business and its conduct shall be open and public. All persons shall be permitted to attend any such meetings except as otherwise provided or permitted by law.

~~**6. Quorum:**~~

~~A quorum for the transaction of business shall only exist as long as a majority of the Advisory Commission members are present. For purposes of these Bylaws, "majority of the members" means a majority (4) of the authorized positions, whether or not all of the positions have been filled by the Board of Supervisors.~~

~~**7. Number of Votes Required for Action:**~~

~~Actions and recommendations of the Advisory Commission shall be binding when a quorum is present and the action is approved by a majority vote of the members actually present at the meeting and voting on the action. Tie votes shall be considered as a denial of the motion.~~

86. Ad-hoc Subcommittees:

The Chair, or the Commission by majority vote, may establish ad-hoc ~~such~~ subcommittees as they deem necessary; however, membership may not exceed ~~three~~3 ~~members from the Airport Commission~~Commissioners. Ad-hoc subcommittees shall be tasked with a single purpose and be temporary in nature.

7. Changes to Bylaws:~~9. Conflict of Interest:~~

The provisions of these bylaws may only be altered, amended, or repealed by the Board of Supervisors.

~~No Commissioner shall vote on a matter before the Commission, which directly affects the personal or economic well-being of the Commissioner.~~

~~**610. Attendance of Commissioners:**~~

~~Commissioners must provide advance notice of an intended absence and an acceptable reason for such an absence. Failure of a Commissioner to attend three consecutive regular meetings or special meetings called by the Chair without such notice shall constitute tender of resignation by the Commissioner which may be accepted by the Commission~~ Secretary ~~without further notice~~

~~after the third such meeting. The Commission shall immediately notify the Board of Supervisors of such acceptance and request appointment of a replacement.~~

###

Exhibit A

Established pursuant to Board of Supervisors' policy dated June 24, 1969
Amended January 14, 1975
Amended October 9, 1979; Resolution 79-142
Amended January 26, 1993; Resolution 93-6
Amended August 19, 1997; Resolution 97-91
Amended May 7, 2019; Resolution 2019-54
Amended XXXX; Resolution 2025-xx

BYLAWS OF THE AIRPORT ADVISORY COMMISSION

1. Functions of Napa County Airport Advisory Commission:

Upon request of the Board of Supervisors, the Airport Advisory Commission shall:

A. Advance and promote the interest of aviation to the public.

B. Advise and support Airport Management on selected issues related to Airport policies and operations.

C. Provide recommendations to Airport Management on selected actions that require Board of Supervisors approval.

D. Work collaboratively with other agencies and local economic development efforts to effectively market the Airport as a community asset and advance the Airport's business interests.

E. Serve as an informational forum for community members and Airport users to receive and provide input on Airport and aviation related issues.

2. Qualifications and Composition of the Napa County Airport Advisory Commission:

A. In addition to the requirements in paragraph B below, the desired qualifications for candidates for appointment to the Airport Advisory Commission include:

   i. A resident of Napa County, or a business owner with an office in Napa County.

   ii. Knowledge of General Aviation and an appreciation for its role in the economic structure of Napa County.

   iii. A desire to assist the Board of Supervisors in the development and operation of the Napa County Airport as a contributory element of the local economy and County infrastructure.

B. The Napa County Airport Advisory Commission shall consist of seven (7) voting Commissioners and one non-voting liaison Commissioner, representing the following groups or industries:

Seat 1: representative of the general public

Seat 2: representative of the general public

Seat 3: representative of a local Chamber of Commerce

Seat 4: representative of a local Chamber of Commerce

Seat 5: representative of a Napa County Airport pilots group or club

Seat 6: representative of the local Education Industry

Seat 7: representative of the Wine/Hospitality Industry

Seat 8: member of the Napa County Planning Commission (non-voting)

C. Commercial Operators or employees of a Commercial Operator conducting business at the Napa County Airport are not eligible for appointment to the Airport Advisory Commission. Each Commission meeting agenda will have a designated item for Commercial Operator updates.

3. Officers:

The officers of the Commission shall be the Chair, Vice-Chair and Secretary.

A. Chair. The Chair of the Commission shall be elected annually by and from its voting members. The term of office shall be one year and a member may not be elected to serve more than two terms as Chair beginning with the election in 2025. If all members desiring to be Chair have served two terms as Chair since the election in 2025, the position of Chair shall rotate annually beginning with Seat 1 and proceeding consecutively to Seat 7. If a member declines to serve as Chair, the rotation will proceed to the next seat.

B. Vice-Chair. The Vice-Chair of the Commission shall be elected annually by and from its voting members. There is no term limit to serve as Vice-Chair. If the office of Chair becomes vacant during the term, the Vice-Chair shall serve as Chair for the remainder of the term. Vacancy in the office of Vice-Chair during the term shall be filled by election to serve the remainder of their term.

C. Duties of the Chair and Vice-Chair. The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the Commission and in that capacity shall preserve order and decorum, decide questions of order subject to being overruled by a

two-thirds vote and perform such other duties as are required by the Commission. The Chair shall have all the rights and duties enjoyed by any other member of the Commission, including the right to make and second motions.

D. Secretary. The Airport Manager shall serve as the Secretary of the Commission.

4. Appointment and Term of Commissioners:

A. Service. All of the voting Commissioners shall be appointed by and shall serve at the pleasure of the Board of Supervisors. The non-voting liaison Commissioner shall be appointed by and from the members of the Napa County Planning Commission, and serve at the pleasure of the Napa County Planning Commission.

B. Term of Commission members. The terms of Seats 1, 3, 5, and 7 shall be for two years from their appointments in 2025, and two year terms thereafter. The terms of Seats 2, 4, and 6 shall be one year from their appointments in 2025, and two year terms thereafter. The term of the non-voting liaison Commissioner (Seat 8) shall be the same as the liaison Commissioner's term on the Planning Commission.

C. Vacancies. Should a vacancy occur in a voting Commissioner position, the Board of Supervisors shall appoint a replacement Commissioner to fill only the unexpired term of the vacant position. Should vacancy occur in the liaison Commissioner position, the vacancy shall be filled by the Planning Commission from among its remaining members.

D. Appointments. All voting Commissioners shall be appointed by the Board of Supervisors from a list of applicants generated by advertising by the County Executive Office in the manner required by the Maddy Act (Government Code Section 54970 et seq.). Additionally, the advertising shall indicate that the qualifications for appointment to represent specific groups or industries reflect the following requirements:

i. Napa County Airport pilots group or club. Recommendation from the Napa Airport Pilots Association, the Napa County Experimental Aircraft Association or other club/group as recognized by the County Executive Office.

ii. Chamber of Commerce Representative. Recommendations from a recognized chamber of commerce operating in Napa County.

iii. Wine/Hospitality Industry. Recommendation from a recognized wine or hospitality industry association, such as the Napa Valley Vintners, Napa Valley Grape Growers, Visit Napa Valley, or other associations as recognized by the County Executive Office.

iv. Local Education. Recommendation from a Napa county school district, Napa Valley College or other local institution of higher education, or from a trades/vocational program as recognized by the County Executive Office.

v. Organizations may recommend more than one person for each position and the County Executive Office may accept recommendations from multiple industry associations.

Representatives of specific organizations or industries will be expected to regularly report to those entities on the matters discussed at the Airport Advisory Commission. If qualified recommendations for those positions are not received, the Board of Supervisors may fill any designated Commission position with a member of the general public after a list of applicants is generated by appropriate advertising required by the Maddy Act.

E. Recommendations. If multiple applications are received for a Commission vacancy, the Commission may provide a recommendation to the Board of Supervisors for appointment. The Chair may form an ad-hoc subcommittee to interview applicants and return to the Commission with a recommendation for consideration.

F. Termination. A Commissioner's term may be concluded before expiration if any one of the following events occurs, upon which the Commission Secretary will notify the Board of Supervisors and request appointment of a replacement.

i. Commissioners must provide advance notice of an intended absence to the Secretary and an acceptable reason for such an absence. Failure of a Commissioner to attend three regular meetings or special meetings during their term without such notice shall constitute tender of resignation by the Commissioner which may be accepted by the Commission Secretary without further notice after the third such meeting.

ii. The Commissioner's resignation is submitted to the Chair or Secretary.

iii. The Commissioner is convicted of a felony or any offence involving a violation of the Commissioner's official duties.

iv. The Commissioner is in default of their Napa County Airport lease agreement or applicable Airport Rules and Regulations.

5. Meetings of Commission:

A. Schedule. The Napa County Airport Advisory Commission shall meet on the first Monday of February, April, June, August, October, and December. Meetings shall be held at 12:00 pm at 2000 Airport Road. If a meeting needs to be held at any other date or time, the meetings shall be held at the call of the Chair and shall be considered special meetings for purposes of the Brown Act.

B. Parliamentary Procedure. Unless otherwise provided by these bylaws or the Brown Act, all proceedings of the Commission shall be conducted in accordance with and pursuant to the parliamentary procedure prescribed in the most current version of Robert's Rules of Order.

C. Public Comment. Comments from the public on matters appearing on the Commission agenda, or on matters within the subject matter jurisdiction of the Commission and not appearing on the agenda, is limited to 3 minutes per speaker. The Chair may reduce the amount of time per speaker if, in their opinion, the number of speakers will prevent the

orderly and efficient conduct of Commission business, but in no event to less than 1 minute per speaker.

D. Quorum. A majority of the members of the Commission shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other official purposes, except that less than a quorum may adjourn from time to time until a quorum is obtained. For purposes of a quorum, "majority of the members" means at least 4 of the authorized positions, excluding the liaison Commissioner, whether or not all of the positions have been filled by the Board of Supervisors.

E. Number of Votes Required for Action. All actions require a motion and a second. No action or recommendation of the Commission shall be valid and binding unless a quorum is present and the motion is approved by at least a majority of the members present. Each member shall have one vote. No votes may be cast by proxy. Tie votes shall be considered as denial of the motion. The liaison Commissioner may not vote.

F. Meetings to be Open and Public. All meetings of the Commission to take action or to deliberate concerning Commission business and its conduct shall be open and public. All persons shall be permitted to attend any such meetings except as otherwise provided or permitted by law.

6. Ad-hoc Subcommittees:

The Chair, or the Commission by majority vote, may establish ad-hoc subcommittees as they deem necessary; however, membership may not exceed 3 Commissioners. Ad-hoc subcommittees shall be tasked with a single purpose and be temporary in nature.

7. Changes to Bylaws:

The provisions of these bylaws may only be altered, amended, or repealed by the Board of Supervisors.

###

1195 THIRD STREET
SUITE 310
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1883

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Graham Wadsworth, P. E., Engineering Supervisor

SUBJECT: California Department of Transportation invoice for the Napa Valley Vine Trail - Yountville through St. Helena Project, RDS 23-19

RECOMMENDATION

Authorize the Auditor-Controller to pay the final invoice from the California Department of Transportation for staff time spent on the Napa Valley Vine Trail - Yountville through St. Helena Project in the amount of $148,713.94 from FY 2024 and FY 2025. (Fiscal Impact: $148,713.94; Capital Improvement Fund; Budgeted; Mandatory)

BACKGROUND

The proposed project (Project) is to design and construct the Napa Valley Vine Trail (NVVT) adjacent to Highway 29 between California Drive or Madison Street in Yountville and Pratt Avenue in St. Helena. The Project would reduce greenhouse gas emissions and enhance accessibility and connectivity by promoting the use of transit, biking, and walking. The Project would also provide safe routes to schools, jobs, services, and recreation.

Approximately eight of the ten miles of the proposed NVVT are in the unincorporated County, with the remaining sections within the City of St. Helena and Town of Yountville. Approximately 40% of the path alignment is within Caltrans Highway 29 right-of-way. On November 28, 2023, the Board adopted a Resolution for approval of and authorization for the Chair to sign a Cooperation Agreement No. 240223B with Caltrans to review the Project Initiation Document (PID) for the Project for a not to exceed amount of $200,000.

On October 22, 2025, Caltrans emailed a $148,713.94 invoice and expense report showing staff time costs in January 2024 through September 2024 (fiscal years 2023-24 and 2024-25). Even though County staff requested the invoice several times in 2024, it took Caltrans over a year to send the invoice and expense report that are required in the Agreement. Public Works staff confirmed that all services were delivered as reported, and the recommended action utilizes the existing Project funding in fiscal year 2025-26 to pay the invoice for services properly provided and documented.

Board policy requires Board approval of claims of more than $10,000 submitted for payment more than one year after service is rendered. Public Works staff communicated the Board's policy with Caltrans staff and are committed to working closely with Caltrans staff to ensure that their requests for reimbursement are processed in a more timely and efficient manner.

Recommendation:

Authorize the Auditor-Controller to pay the final invoice from the California Department of Transportation for staff time spent on the Napa Valley Vine Trail - Yountville through St. Helena Project in the amount of $148,713.94 from FY 2024 and FY 2025.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Project 24012.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	Napa County would not meet the commitments in Cooperation Agreement 240223B.
Additional Information:	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

Napa Valley Vine Trail - Yountville through St. Helena, RDS 23-19						
October 7, 2025						
Program 24012						
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date**	**Appropriation Amount Spent to Date**	**Budget Amount % Spent to Date**	**Appropriation Amount Balance**
Construction (35% Estimate)	$30,000,000	$0	$0	$0	0%	$0
Construction Contingency (25%)	$7,500,000	$0	$0	$0	0%	$0
Design and Engineering:	$7,000,000	$0	$4,080,630	$2,859,401	41%	$1,221,229
Design and Engineering Contingency (10%)	$700,000	$0	$300,000	$0	0%	$300,000
Lands and Temporary Construction Easements	$300,000	$0	$0	$0	0%	$0
Construction Management and Construction Administration	$4,500,000	$0	$0	$0	0%	$0
County and Caltrans Project Management/Administration (PE+ROW+CE)	$1,000,000	$0	$320,370	$254,136	25%	$66,234
Special Inspections and Fees	$10,000	$0	$3,000	$778	8%	$2,222
CM/CA/INSP Contingency (5%)	$275,500	$0	$0	$0	0%	$0
Permits/ Post Construction Maintenance/ Reporting	$120,000	$0	$10,000	$5,000	4%	$5,000
TOTAL	**$51,405,500**	**$0**	**$4,714,000**	**$3,119,315**		**$1,594,685**
Prepared by Graham Wadsworth, P.E.						

Keep this portion for your records

California Department of Transportation
(916) 227-4227
Toll Free: (800) 404-7787

COUNTY OF NAPA
ATTN: PUBLIC WORKS DEPT
1195 3RD STREET SUITE 101
NAPA CA 94559

Invoice Number: 25000080

Invoice Date: 10-28-25

Amount Due: $148,713.94

Invoice Description

Final invoice for Project 0424000033/Phase K/COOP 04-2959

Period	Amount
FY 2024	$98,135.41
FY 2025	$50,578.53
Total	$148,713.94

The Project constructs approximately 11miles of Class I and Class III bicycle facilities in Napa County and will relocate the "Welcome to Napa" sign located along southbound SR-29. The Project limits are from California Drive in the Town of Yountville to Pratt Avenue in the City of St. Helena and generally, abuts the SR-29/Napa County Wine Train corridor. The facility will be primarily located in private property, but portions of the alignment will be located within State right of way

For questions, please contact Daniel Y. Chang at (510) 421-9744

Billing accountant: Qing Zhu at (279) 234-2731

Return this portion with your payment

State of California
Department of Transportation
PO Box 168019
ATTN: Cashiering Office
Sacramento CA 95816-8019

Make check payable to Department of Transportation

COUNTY OF NAPA
ATTN: PUBLIC WORKS DEPT
1195 3RD STREET SUITE 101
NAPA CA 94559

Amount: $148,713.94
Invoice Number: 25000080

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SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1884

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Katherine Bales, Assistant Airport Manager

SUBJECT: Approve creation of CIP Project 26017, Airport Terminal Redevelopment Phase 2 Project PW 26-10 at the Napa County Airport and an associated budget amendment

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 26017, "Airport Terminal Redevelopment Phase 2 Project," PW26-10; and approve a Budget Amendment. (Fiscal impact: $277,300 Expense; Airport CIP Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Board of Supervisors entered into two long-term lease agreements with Fixed Based Operators (FBO) that included redevelopment requirements for the County Airport and for the two lessees: Atlantic Aviation, LLC and Skyservice US, LLC. The County is responsible for several infrastructure projects at the Airport to make way for the new private developments, which are the responsibility of the two FBOs, and the infrastructure projects each have specific timeframes within the leases to accomplish these efforts. Given the timeframes and cost, staff recommended a phased approach. Project 26017 is Phase 2 of the infrastructure projects required from the County which are necessary to meet lease milestones.

In December 2024, Napa County Airport completed the Terminal Redevelopment Phase 1 Project (PW23-29) which included efforts to demolish the former General Aviation Terminal and Electrical Vault, relocate utilities, and establish a new airfield electrical control room and lighting control system to the Federal Aviation Administration (FAA) Air Traffic Control Tower. The Phase 1 project was completed on or about November 25, 2024.

Airport Terminal Redevelopment Phase 2 (PW26-10) supports relocation of Airport Operations Area security

fencing and gate access at the north end of the airfield, addition of vehicle parking to 2000 Airport Rd facility (the new County terminal and office building), demolition of portions of the Japan Airlines training academy, electrical upgrades, and replacement of heating, ventilation, and air conditioning (HVAC) equipment and controls. Airport Rd reconfiguration design, under project PW26-06, is incorporated into Phase 2 efforts though a separate project due to funding through Measure U initiatives.

Airport staff requested a task order quote from COAR Design Group under Napa County Agreement No. 220316B to prepare 30% initial design and feasibility analysis for the Phase 2 project. Architectural and Engineering services with COAR Design Group was completed under formal Request for Qualifications (RFQ) on February 8, 2022. The task order quote from COAR Design Group to complete initial design and feasibility analyses was $244,400. The proposed budget amendment of $277,300 includes consultant services through COAR Design Group, design administration costs ($19,000), and environmental assessment ($13,900). The entire project will be funded through the Airport Enterprise Fund (Fund 5010, Division 50105, Project 26017).

Requested Actions related to the "Airport Terminal Redevelopment Phase 2 Project":

1. Approve creation of a new Airport Capital Improvement Project, PW26-10 for the "Airport Terminal Redevelopment Phase 2 Project;"

2.Approval of Budget Amendment for the following:

a. Increase Intrafund Transfers Out appropriation by $277,300 in the Airport Operations budget (Fund 5010, Subdivision 5010000) offset by the use of its available fund balance to transfer to Project 26017 and increase to its Intrafund Transfers In revenues (Fund 5010, Subdivision 5010500, Project 26017, Account 49900);

b. Increase Engineer Services appropriation by $19,000 in Project 26017 budget (Fund 5010, Subdivision 5010500, Project 26017, Account 52145) transferred from Airport Operations; and

c. Increase Consulting Services appropriation by $258,300 in Project 26017 budget (Fund 5010, Subdivision 5010500, Project 26017, Account 52310) transferred from Airport Operations.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	This is a new capital project, budgeted for FY 25/26 with funding sourced from the Airport Enterprise Fund (Fund 5010).

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Napa County Airport committed to Airport Terminal Area Redevelopment efforts through lease agreements with two fixed based operators. Phase 2 of these efforts are necessary to establish vehicle parking per code to the 2000 Bldg and to replace failed HVAC systems with tenants and open to the public.
Is the general fund affected?	No
Future fiscal impact:	Construction will be budgeted in the Airport Enterprise CIP Fund accordingly.
Consequences if not approved:	Napa County Airport will not fulfill its current lease obligations or be compliant with local building and zoning codes for vehicle parking to a public building.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

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].

Airport Terminal Redevelopment Phase 2 Project, PW 26-10
CIP# 26017

10/23/25

Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date*	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Environmental	$13,900	$13,900				
Technical Study	$0					
Design/ project management	$244,400	$244,400				
Design Admin	$19,000	$19,000				
Construction						
Construction Contingency 10%	$0					
Construction Management/Inspection	$0					
Construction Admin	$0					
Total Project	**$277,300**	**$277,300**	**$0**	**$0**	**%**	**$0**
Total Federal Project Cost	$0					
Federal Grant Share	$0					
Sponsor Share	$277,300					
Sponser Final Share and 10% contingency						

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1887

TO: Board of Supervisors

FROM: Steven Lederer, Public Works Director

REPORT BY: Steven Lederer, Public Works Director

SUBJECT: Receive a report on emergency projects currently under construction

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

Project 1: Mt. St. Helena Communications Tower Emergency Generator Replacement ($145,313)

The County currently has a 40-foot-tall telecommunications tower atop the South Peak of Mt. St. Helena that was built in 1970. This site is critical for the operation of public safety communication throughout the county serving local government, law enforcement, and fire agencies.

In April of 2025, the emergency generator that previously provided power during outages ceased operation. To temporarily resolve this, Public Works borrowed one mobile generator from the Office of Emergency Services (OES) to operate on standby at the communications tower. While this temporary solution works in the short term, it limits resources that OES can deploy in emergency situations. Additionally, there is concern that the fuel capacity of the mobile generator may not meet the operational time required for emergency situations at the communications tower during a power outage. Because of the tower's remote location, access to the tower during an emergency may be significantly hampered, making refilling the temporary generator's fuel tank during an emergency challenging. If the communications tower is left without power, especially in an emergency, this has the potential to severely affect the response of emergency agencies to the public.

Public Works staff determined that it is necessary to replace the temporary generator with a permanent generator, equipped with a higher capacity fuel tank that will be suitable to power the communications tower in an emergency, as soon as possible. Staff went through Sourcewell to obtain a quote for a contractor with the ability to provide and install the replacement generator. Based on the Sourcewell quote received, Public Works executed a contract with Peterson Power Systems, Inc. for the replacement of the emergency generator.

Status: Peterson Power has ordered the generator and the custom fuel tank. Seismic calculations for anchoring the assembly are being completed. Based on known lead times, the materials are scheduled to arrive in May, 2026.

Project 2: Yountville Fire Department Bathroom Emergency Repairs ($373,620)

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer response time to travel back to the station.

Status: Shower room No. 1 is complete. Shower room No. 2 is underway and is scheduled to complete November 24. This is likely the final report on this project.

Project 3: Napa County Airport Runway 24 Lighting Repairs ($150,100)

On July 10, 2025, a transient Jet aircraft departed the Napa County Airport from Runway 24 at max power and caused several large pavement pieces of the blast pad and two of the eight Runway 24 end threshold lights to dislodge into the Runway Safety Area. This exposed sections of live high-voltage electrical cable, potentially fatal to people and wildlife near it. Airport Operations staff immediately secured the electrical circuit to the end threshold lighting system, issued proper notices to the Federal Aviation Administration (FAA), and began to repair the blast pad area where feasible. The end threshold lighting of a runway identifies the edge of pavement for aircraft landing from both directions on the runway and is required for safe landing during nighttime and inclement weather operations. Inoperable lights require FAA notice of non-standard to pilots and results in limits to nighttime and inclement weather operations, leading to unsafe airfield conditions.

On or about July 11, 2025, the Airport's airfield lighting contractor was called to assess the damage propose repairs. After assessment, the lighting contractor determined there was no way to repair the existing system as the end threshold lighting is original to the 1940's era runway, with high voltage electrical cables directly buried in the ground without conduits or safety measures. It was determined that replacement of the damaged system would be required to bring it up to FAA safety standards. As we head into winter months, if Runway 24 end threshold lights are not operational, the Airport has to close this primary runway at night and during inclement weather due to poor visibility, leading to inconsistent and less safe airfield operations. In addition,

under Advisory Circulars AC 150/5345-46E and 150/5340-26C, the FAA requires prompt attention by Napa County to repairs that cause runway closures.

Prior to moving forward with repairs, the Airport required electrical design to replace the lighting and bring the damaged end threshold lighting system up to current FAA safety standards. On August 19, 2025, the board approved Amendment No.1 to Agreement No. 250309B with Mead & Hunt to design the Runway 24 edge lighting system to meet current FAA standards. The design was completed on or around September 26, 2025. Airport staff requested informal bid proposals from Vellutini Corporation dba: Royal Electric Co (Royal Electric) and St. Francis Electric based on the Mead & Hunt design. Royal Electric provided a bid for $137,100 and could meet the emergent timeframes to make the system operational. St. Francis provided a quote significantly higher at $251,710. Due to the 12-week lead time on electrical components, Royal Electric was asked to move forward and order the required airfield lighting.

On October 24, 2025, Construction Contract 260208B with Royal Electric was executed by the Chief Executive Officer per Resolution No. 2015-37 with a maximum compensation of $137,100 to perform emergency threshold runway lighting repairs (Agreement attached for reference). On October 27, 2025, the Board received and reviewed a report of an emergency Public Works action in response to damaged runway lighting accomplished without competitive bidding as authorized by Resolution No. 2015-37 and determined that based on the report from Public Works, the emergency did not permit the delay associated with competitive bidding procedures, and that the actions were necessary to respond to the emergency pursuant to Public Contract Code section 22050.

A separate item on today's Board agenda requested to establish a Capital project and approve a budget amendment to cover the emergency contract work and staff time that is required to replace the end threshold runway lighting on Runway 24.

Status: All equipment has been ordered. Precast concrete is due on December 15th and electrical lighting equipment is due by December 31st. Once materials are in hand construction work is estimated to take 30 working days.

No additional funds are being requested via this Agenda Item. Good progress is being made, and staff recommends continuing these projects to conclusion in order to expeditiously protect public safety and property.

Requested Action:

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner.
Is the general fund affected?	No
Consequences if not approved:	If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

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)].

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

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1902

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Approval of Contract Change Order No. 4 which exceeds the Director of Public Work's authority for the Chiles Pope Valley Road MPM 3.63 project.

RECOMMENDATION

Approve and authorize the Director of Public Works to execute Contract Change Order No. 4, Part 4B to Agreement No. 250437B with Valentine Corporation to resurface the intersection of Chiles Pope Valley Road and Lower Chiles Valley Road, to increase the maximum compensation from $832,260 to $920,212 for the Chiles Pope Valley Road MPM 3.63 Project 23006. (Fiscal Impact: $87,952 Expense; SB-1 Fund; Budgeted; Discretionary)

BACKGROUND

The Chiles Pope Valley Road MPM 3.63 Project (RDS 22-27) was authorized to proceed with construction on June 17, 2025, and was substantially completed on November 4, 2025. The project scope included replacement of the existing culvert wingwall structure, installation of upstream and downstream concrete slabs and riprap to mitigate erosion and scouring, and installation of roadside concrete barriers and new guardrails.

Although the original construction contract included a bid item for minor patch paving, field observations during storm events revealed that additional intersection paving was necessary. The pavement at the intersection of Chiles Pope Valley Road and Lower Chiles Valley Road is in poor condition, with additional damage caused by winter storm events and an emergency repair that occurred at this location in January 2019. The existing pavement exhibits several low spots where stormwater collects, resulting in inadequate drainage. This ponding impedes proper water flow, threatens the integrity of the newly constructed culvert wingwall structure, and presents potential safety hazards to roadway users during inclement weather. To correct these deficiencies, a 2-inch mill and fill was performed at the intersection to improve the pavement condition and direct stormwater to the downstream rock slope protection.

Valentine Corporation, the prime Contractor, solicited bids from three paving contractors. Team Ghilotti, Inc. submitted the lowest and most time-efficient proposal and was subcontracted on October 23, 2025, to perform the paving work. Due to the time-sensitive nature of the work, impending rain, and considering that the project

contained limited remaining contract working days, the County authorized the paving to proceed immediately.

Contract Change Order (CCO) No. 4 was executed and separated into two parts. Part 4A of CCO No. 4, in the amount of $50,668, authorized the Contractor to perform the paving work within the Director of Public Works' signing authority pursuant to Resolution 2011-18. Part 4B of CCO No. 4 covers the remaining cost of the work, in the amount of $37,284, which exceeds the Director's delegated authority and therefore requires approval from the Board of Supervisors to fully execute CCO No. 4 for a total amount of $87,952. The Department of Public Works hereby requests authority to authorize Part 4B of CCO No. 4 to complete the pavement improvements at the intersection of Chiles Pope Valley Road and Lower Chiles Valley Road.

Requested Action:

1. Authorize the Director of Public Works to execute Part 4B for Contract Change Order No. 4 in the amount of $37,284, that is outside of the Director's signing authority, for a total Contract Change Order amount of $87,952.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	It is budgeted in Project 23006.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The revised scope is essential to complete construction and protect the project improvements and road users.
Is the general fund affected?	No
Future fiscal impact:	CCO No. 4 will increase construction costs by $89,952. Construction was completed in FY 2025-26. This project has regulatory agency permits from the California Department of Fish and Wildlife and the Regional Water Quality Control Board which require 5 years of mitigation and monitoring, which will be completed in FY 2030-31.
Consequences if not approved:	If the Director is not given the authority to execute CCO No. 4, the pavement condition at the intersection of Chiles Pope Valley Road and Lower Chiles Valley Road will allow stormwater to deteriorate the culvert improvements and will create ponding on the roadway, which will further deteriorate the damaged pavement on this highly utilized commuter route and ponding would put road users at risk during adverse weather conditions.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

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].

County of Napa
Public Works Department

BUDGET SUMMARY: CHILES POPE VALLEY MPM 3.63						
						11/5/2025
Budget Item, Program: 23006, Activity: CHILESPOPE	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$763,369	$0	$763,369	$573,092	75%	$190,277
15% Construction Contingency	$114,505	$0	$114,505	$0	0%	$114,505
Design and Engineering	$421,883	$0	$421,883	$393,211	93%	$28,672
10% Design and Engineering Contingency	$14,700	$0	$14,700	$0	0%	$14,700
Construction Management	$130,000	$0	$130,000	$129,551	100%	$449
County Project Management/Administration	$106,105	$0	$106,105	$95,925	90%	$10,180
Permits	$20,000	$0	$20,000	$18,549	93%	$1,452
TOTAL	$1,570,562	**$0**	$1,570,562	$1,210,327	77%	$360,235

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1828

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Office

REPORT BY: Shana A. Bagley, Deputy County Counsel

SUBJECT: Adopt a Resolution Terminating the Proclamation of Local Health Emergency Due to the 2025 Pickett Fire

RECOMMENDATION

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

BACKGROUND

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

California Health and Safety Code section 101080 confers upon the local health officer, emergency powers necessary to protect public health and safety. By proclamation and declaration on August 25, 2025, Dr. Christine Wu, Napa Couty Public Health Officer, proclaimed the existence of a local health emergency due to the imminent threat to safe water supplies and hazardous waste and materials created by the 2025 Pickett Fire. This action was ratified by the Board of Supervisors on August 26, 2025.

On September 23, and October 21, 2025, the Board of Supervisors continued to proclaim and declare the emergency conditions.

Health and Safety Code section 101080 also requires that the Board of Supervisors proclaim the termination of the local health emergency when conditions warrant the termination.

Because conditions now no longer warrant a continuance of the state of local health emergency, it is requested that the Board adopt the attached resolution terminating the local health emergency declared as a result of the 2025 Pickett Fire.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Napa County no longer needs to reply upon a state of local health emergency as to the Pickett Fire.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Noncompliance with requirements of Health and Safety Code section 101080

ENVIRONMENTAL IMPACT

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

NAPA COUNTY RESOLUTION NO. 25-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, TERMINATING THE STATE OF LOCAL HEALTH EMERGENCY DUE TO THE PICKETT FIRE

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

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

WHEREAS, on August 25, 2025, pursuant to Health and Safety Code section 101080 and Napa County Code section 2.80.065, Dr. Christine Wu, the Napa County Public Health Officer, proclaimed the existence of a local health emergency due to the Pickett Fire; and

WHEREAS, on August 26, 2025, the Board of Supervisors confirmed the existence of a local emergency and a local health emergency due to the Pickett Fire; and

WHEREAS, on September 23, October 21, 2025, the Board of Supervisors proclaimed the continuance of the state of local health emergency; and

WHEREAS, the conditions caused by the Pickett Fire no longer create an immediate threat to the public health; and

NOW, THEREFORE, **BE IT RESOLVED** by the Napa County Board of Supervisors, that the state of local emergency is hereby terminated.

[REMAINDER OF 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 ____ day of 2025, November by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: October 23, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1721

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building & Environmental Services

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: AB 720 Implementation Discussion

RECOMMENDATION

Receive presentation and provide direction regarding the County's implementation of Assembly Bill 720 (Rogers). (No Fiscal Impact.)

BACKGROUND

Effective January 1, 2026, under Assembly Bill 720 (Rogers, D-Santa Rosa), the California Department of Alcoholic Beverage Control (ABC) will offer an estate tasting event permit (known as a "Type 93 permit") that may be issued to a licensed winegrower. The permit will grant the winegrower the ability to exercise its tasting room privileges, for wine manufactured by or for the winegrower, on either property adjacent to their licensed premises that is owned by or under control of the licensee, or a nonadjacent vineyard that is owned by or under control of the licensee. The purpose of the permit is to enable winegrowers to host special events in areas adjacent to their winery that are currently unlicensed or in their vineyard that is not licensed for alcohol sales and consumption.

In order to exercise the privileges of the permit, the winegrower must apply to ABC for an event authorization, and a permit holder is capped at receiving no more than 36 event authorizations per calendar year. Upon receiving the event authorization from ABC, the permit holder will be able to exercise its tasting room privileges in the approved area. Tasting room privileges that may be exercised include both on-sale and off-sale of the winegrower's wine.

Key Elements

Regulatory Scope of Type 93 Permits

Type 93 permits allow special events to occur on properties containing vineyards, but do not contain a winery production facility. The authority to host these events stems from having a valid Type 02 winegrower license,

and the purpose of a winegrower license from the ABC is authorization of the production and sale of wine by wineries and requires facilities and equipment for the conversion of fruit into wine.

The Bill clearly acknowledges that local governments have broad land use authority, with each municipality having the authority to establish its own approval requirements for special events. It is the responsibility of all winegrowers to obtain any approvals required from their local jurisdiction prior to holding an event, and an event authorization approved by ABC does not supersede or relieve the winegrower from receiving any approvals necessary from their local jurisdiction. The Bill is silent on application of other State regulations, including building and fire safety, ADA accessibility, food safety, water, and public health requirements.

Existing Policies Regulating Events and Marketing of Wine

For Napa County, Type 93 permits are a new category of events not previously contemplated in existing Napa County Code. They do not fall within the category of a Temporary Event (County Code Chapter 5.36). The County regulates First Amendment temporary event activity under its Temporary Events ordinance. Under the code, a temporary event is any festival, fair, show, showcase, house or garden design tour, concert, dance, rally, parade, demonstration or competition of creative athletic form, or any other gathering or assemblage of individuals for the purpose of observing or engaging in expressive activities within the ambit of the First Amendment to which the public is invited or admitted with or without the payment of an admission charge.

Most temporary events require a ministerial permit that imposes reasonable “time, place, and manner” regulations on First Amendment activities, which under the ordinance, the County is required to permit everywhere in the unincorporated areas of the County. The temporary event license process was created because the County’s general plan and zoning do not provide a constitutionally sufficient opportunity for such events to occur in conformance with the County’s zoning regulations and General Plan. The temporary event license method of imposing health and safety (not zoning) regulations accomplishes this purpose.

First Amendment activities must feature an expressive activity, and the sale of a product must be purely incidental. Conduct is only entitled to constitutional protection if it is “sufficiently imbued with elements of communication.” Elements of communication requires, at the very least: (1) an intent to convey a particularized message along with (2) a great likelihood that the message will be understood by those viewing it.

Similarly, a winery use permit is required to be able to conduct marketing events because the winery is defined as agriculture and functions as the primary use to which the “marketing of wine” is accessory, subordinate, and incidental. Furthermore, marketing event activities (County Code section 18.08.370) are limited to the “marketing of wine” only at the winery parcel. Type 93 permits are not issued on parcels containing the winery.

The existing regulatory framework subjects these activities to applicable building and fire safety, ADA accessibility, food safety, water, and public health requirements, commensurate with the size, location, and intensity of the activity.

Request for Direction

Although Type 93 permits are not presently addressed within the existing regulatory framework, staff believes

there are opportunities to establish a narrowly defined set of de minimis vineyard visits that could be integrated into the current regulatory structure for County's Road and Street Standards (RSS). Fire Marshal Downs has indicated allowing a small number of shuttled visitors and vehicles to use defined agricultural roads would not be contradictory to current processes. At a minimum, such a limited scope would include the following parameters:

- Vineyard visits would occur no more than 36 days a year as allowed by AB 720.
- Each vineyard visit would be limited to no more than 15 people.
- Visitors must be shuttled in no greater than two vehicles to vineyards by the winegrower or its employees, and no visitor vehicles will be allowed at the vineyard.
- The vineyard visit would be limited to travel on agricultural roads with intermittent stops to provide educational experiences related to agriculture, grape growing and wine.
- Vineyard visits would be limited to travel-ways that meet the definition of "agricultural roads" in the RSS.
- A recommended observation period of approximately 12 months would provide sufficient time to collect data, engage with stakeholders, and inform future policy considerations.

Next Steps
Based on the Board's direction, staff would require additional time to evaluate a potential mechanism to develop standards for a de minimus exemption for Type 93 permits that fall within the standards. It is anticipated that staff could return to the Board with the proposed regulatory framework for said exemption within 60 - 90 days.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1836

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Receive Update on Community Aircraft Noise Concerns and Approve Professional Service Agreement Amendment No. 1 to Agreement No. 220216B with Coffman Associates, Inc. at the Napa County Airport**.**

RECOMMENDATION

Receive an update on community aircraft noise concerns; approve and authorize Amendment No. 1 to Agreement No. 220216B with Coffman Associates, Inc., to extend the term to June 30, 2027 and increase the maximum compensation from $80,000 to $300,000 for additional environmental and planning services in part to address aircraft noise concerns; and approve an associated Budget Amendment. (Fiscal Impact $220,000 Expense; Airport Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Airport is owned and operated by Napa County and employs eight full-time staff and management to ensure the airport's safety and compliance with federal and state regulations. The Federal Aviation Administration (FAA) owns and manages the nation's airspace for optimal use by flight operations assuring the safety of travel and flight in all weather conditions. In September 2024, the FAA, on its own initiative and without any approval by the County, added an instrument approach for Runway 19R to improve safety and efficiency of flight in the Bay Area. An instrument approach helps pilots land safely when visibility is poor (e.g., fog, low clouds, or night-time). It reduces diversions and delays during bad weather. In Napa's case, it means some residential overflight is unavoidable for aircraft landing at the Airport during inclement weather. This is due to the positioning of Runway 19R, the hills east of Highway 221, and the location of downtown. While pilots are required to use instrument approaches during poor visibility, they can choose to fly the approaches during good weather if the wind direction and FAA Tower support using that runway for arrivals.

The new instrument approach route that aircraft fly has generated numerous complaints from residents in the area of Alta Heights. To investigate and better understand this growing community concern, the Airport Advisory Commission reconvened the Noise Working Group. In addition, Airport staff was requested to seek professional services to evaluate the feasibility of developing an additional flight approach procedure for Runway 19R that could be used when visibility to the Airport is not impaired. To that end, staff is requesting an amendment to Napa County Agreement No. 220216B with Coffman Associates, Inc. to increase maximum compensation available for technical assistance task orders. One such task order will be to evaluate the feasibility, design, and impact of an additional flight approach procedure using methods acceptable to the FAA. These services will include evaluation of terrain, density of development, prior noise complaints, visibility minimums, required aircraft equipment, and FAA procedure standards. The work will additionally involve public engagement on the proposed procedures (including those communities outside of Alta Heights that might see increased air traffic in their areas), presentation materials, and printed materials suitable for publication. Once the scope of work is agreed to, staff will execute a task order directing the consultant to begin this effort. The estimated cost for this work is $185,000.

In addition to the flight approach feasibility study, the airport intends to issue a task order to Coffman Associates, Inc. to initiate the environmental review for the reconstruction of Taxiway Charlie, at a cost of approximately $35,000. Taxiway Charlie was built in 1948 and was last reconstructed in 1999. Taxiway Charlie has pavement failures and requires drainage improvements for the safety of aircraft movement. Initiating environmental review in 2026 will allow Airport staff to move forward with project design, FAA grant submissions, and ultimate project construction in 2028 or 2029.

Recommended actions:

1. Receive an update on community aircraft noise concerns;

2. Approve and authorize Amendment No. 1 to Agreement No. 220216B with Coffman Associates, Inc., increasing maximum compensation by $220,000 for a new contract maximum of $300,000 for additional environmental and planning services, and extending the term of the agreement to July 1, 2027; and

3. Approve a Budget Amendment for the following:

a. Increase appropriation by $220,000 in the Consulting Services account in the Airport Operations budget (Fund 5010, Subdivision 5010000, Account 52310) available from Fund Balance.

[4/5 Vote Required]

PROCEDURAL REQUIREMENTS:

1. Staff reports.

2. Public comment.

3. Motion, second, discussion and vote on the item.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Airport Enterprise Fund (Fund 5010, Subdivision 5010000, Object 52310)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Added services for feasibility, design, and impact of alternate flight approach procedures acceptable to the Federal Aviation Administration.
Is the general fund affected?	No
Future fiscal impact:	This may extend into future fiscal years and will be budgeted in the Airport Enterprise Operating Fund accordingly.
Consequences if not approved:	The community will continue to see regular flights using the current instrument flight procedure even in good visibility weather conditions.
Additional Information:	This requested action is in alignment with the County's strategic initiative to build healthy, connected communities.

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 220216B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220216B is made and entered into as of this _____ day of November, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Coffman Associates, Inc. a Missouri corporation, whose business address is 4835 E. Cactus Road, Suite 235, Scottsdale, AZ 85254, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, on December 14, 2021, County and Consultant entered into Agreement No. 220216B ("Agreement") for Consultant to provide Environmental and Planning services for necessary consultation and technical assistance on projects with specific aviation/airport issues for compliance with FAA standards at the Napa County Airport; and

WHEREAS, County desires to increase contract value for additional Environmental and Airspace Planning work to be performed at County's request; and

WHEREAS, Consultant has been pre-qualified by the County to perform this type of work through a competitive Request for Qualifications process completed in April of 2021; and

WHEREAS, additional services are needed to complete several Planning projects for Napa County Airport including establishing additional approach procedures.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant hereby amend Agreement No. 220216B as follows:

TERMS

1. Paragraph 1 of the Agreement is amended in its entirety 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, 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 Consultant to County shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

3. Compensation.

(a) Rates. In consideration of Consultant fulfillment of the promised work, County shall pay Consultant at the rate set forth in Exhibit "B-3", which replaces "B", and "B-1". Exhibit "B-3" attached hereto and incorporated by reference herein.

(b) Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit "B-3". 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".

(c) Maximum Amount. Notwithstanding paragraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Three Hundred Thousand Dollars and Zero Cents ($300,000.00) 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.

(d) Price Adjustments. After the first anniversary of the Effective Date of this Amendment No. 1, County may increase the unit prices or hourly rates in Exhibit "B-3" 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(c). This paragraph does not apply where compensation is based on fixed prices or lump sums.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties had executed the same page.

This Amendment may be executed by facsimile or electronic (.pdf) signature and shall constitute an original for all purposes.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement No. 220216B is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officers.

COFFMAN ASSOCIATES, INC.

By_____
DAVE FITZ, Vice President

By_____
MIKE DMYTERKO, Vice President

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sabrina S. Wolfson* Deputy County Counsel Date: October 29, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT B-3
COMPENSATION AND FEE SCHEDULE

Tasks performed by Consultant at the request of the Airport Manager will be compensated on a time and expense (T&E) basis at the rates shown in Exhibit "B-3." Each task order will contain an agreed upon Not to Exceed (NTE) amount. Any T&E task with a NTE amount in excess of $25,000 shall be approved by the Director of Public Works in advance of any work being completed.

EXHIBIT B-3
COMPENSATION AND FEE SCHEDULE

COFFMAN ASSOCIATES, INC.
FEE SCHEDULE *
January 1, 2025 – December 31, 2025

Employee Category	Hourly Rate
Principal-In-Charge	$ 317.00
Senior Professional/Project Manager	$ 288.00
Professional	$ 172.00
Technical/Support	$ 122.00

Employee Category	Daily Rate
Principal-In-Charge	$ 2,536.00
Senior Professional/Project Manager	$ 2,304.00
Professional	$ 1,376.00
Technical/Support	$ 976.00

* This Fee Schedule shall be in effect until December 31, 2025. Following this date, a new Fee Schedule will be submitted.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1855

TO: Board of Supervisors

FROM: Sheryl L. Bratton - County Counsel

REPORT BY: Silva Darbanian - Deputy County Counsel

SUBJECT: Introduction and Intent to Adopt an Ordinance

RECOMMENDATION

Introduction and intent to adopt an Ordinance of the Napa County Board of Supervisors, State of California, adding Sections 2.10.050, 2.12.030, and 2.48.070 to the Napa County Code relating to the timing of elections for the offices of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector. (No Fiscal Impact)

BACKGROUND

At its regular meeting on October 21, 2025, the Board of Supervisors directed staff to return at its next regular meeting with a proposed ordinance that would affect the consolidation of the countywide offices of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector to the presidential election cycle, with the next primary election on March 7, 2028, and the next general election on November 7, 2028.

The five countywide offices in Napa County controlled by California Elections Code Section 1300, which include the three offices above plus the offices of Sheriff and District Attorney, were all consolidated in the gubernatorial election cycle prior to a 2022 change in law that moved the elections of District Attorney and Sheriff to the presidential election cycle.

The proposed ordinance will reunify the countywide offices of Assessor-Recorder-County Clerk, Auditor-Controller, District Attorney, Sheriff, and Treasurer-Tax Collector to the same election cycle. The one-time effect of this change will be to extend the terms of the offices of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector by two years. This is the same effect as the one-time extension to the offices of the District Attorney and Sheriff when the law changed in 2022.

Requested Action:
Introduction and intent to adopt and Ordinance of the Napa County Board of Supervisors, State of California, adding Sections 2.10.050, 2.12.030, and 2.48.070 to the Napa County Code.

Procedural Requirements:

1. Open public hearing.
2. Staff report.
3. Public comments.
4. Close public hearing.
5. Motion, second, discussion, and vote on the intention to adopt the Ordinance.

FISCAL IMPACT

Is there a Fiscal Impact? No

Consequences if not approved: If the Board chooses not to proceed with this change in ordinance, the offices of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector will remain on their present cycle and finish their current terms in office in January, 2027.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: 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)].

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADDING SECTIONS 2.10.050, 2.12.030, AND 2.48.070 TO THE NAPA COUNTY CODE RELATING TO THE TIMING OF ELECTIONS FOR THE OFFICES OF ASSESSOR-RECORDER-COUNTY CLERK, AUDITOR-CONTROLLER, AND TREASURER-TAX COLLECTOR

WHEREAS, Elections Code Section 1300 was amended in 2022, to require the elections to select the District Attorney and Sheriff to be held with the presidential primary election; and

WHEREAS, Elections Code Section 1300(b)(2) authorizes a county board of supervisors to adopt an ordinance to hold an election to select any other county officer other than a county superintendent of schools with the presidential primary; and

WHEREAS, the Board of Supervisors intends to establish that the election for the offices of (1) Assessor-Recorder-County Clerk, (2) Auditor-Controller, and (3) Treasurer-Tax Collector to be held at the same time as the presidential primary.

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

SECTION 1. Section 2.10.050 (Time of election of assessor-recorder-county clerk) of Chapter 2.10 (Assessor-Recorder-County Clerk) of the Napa County Code is hereby added to read in full as follows:

2.10.050 Time of election of assessor-recorder-county clerk.

A. Under the authority of Elections Code Section 1300(b)(2), the election to select the office of Assessor-Recorder-County Clerk shall be held with the presidential primary.

B. The Assessor-Recorder-County Clerk elected in 2022 shall serve a six-year term and the next election for that office shall occur at the 2028 presidential primary.

SECTION 2. Section 2.12.030 (Time of election of auditor-controller) of Chapter 2.12 (County Auditor) of the Napa County Code is hereby added to read in full as follows:

2.12.030 Time of election of auditor-controller.

A. Under the authority of Elections Code Section 1300(b)(2), the election to select the office of Auditor-Controller shall be held with the presidential primary.

B. The Auditor-Controller elected in 2022 shall serve a six-year term and the next election for that office shall occur at the 2028 presidential primary.

SECTION 3. Section 2.48.070 (Time of election of treasurer-tax collector) of Chapter 2.48 (Treasurer-Tax Collector) of the Napa County Code is hereby added to read in full as follows:

2.48.070 Time of election of treasurer-tax collector.

A. Under the authority of Elections Code Section 1300(b)(2), the election to select the office of Treasurer-Tax Collector shall be held with the presidential primary.

B. The Treasurer-Tax Collector elected in 2022 shall serve a six-year term and the next election for that office shall occur at the 2028 presidential primary.

SECTION 4. The Bord of Supervisors finds that pursuant to the California Environmental Quality Act (CEQA), 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)].

SECTION 5. 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 6. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 7. 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 18th day of November, 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: S. Darbinian Deputy County Counsel By: *s/ McKayla McMahon* Code Services Date: 11/5/2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1822

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

RECOMMENDATION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Chief Executive Officer

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 11/18/2025 | **File ID #:** 25-1048

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Holly Dawson - Deputy CEO, Chief Communications Officer

SUBJECT: 2025 Napa County Employee Recognition Awards

RECOMMENDATION

Present the 2025 Napa County Employee Recognition Awards. (No Fiscal Impact, Discretionary)

BACKGROUND

Napa County's Employee Recognition Awards Program is designed to motivate, recognize, and reward exemplary performance that supports the County's overall organizational goals. It encourages high-quality work and highlights the skills and behaviors that reflect the County's core values.

Napa County is proud of its 1,600 dedicated employees contributing to the County's mission enhancing the quality of life for our residents through exceptional public service.

The Napa County CEO and Board of Supervisors are committed to celebrating the outstanding accomplishments of County employees and showing appreciation for their dedication to serving our community. This special board meeting celebrates Napa County's inaugural Employee Recognition Awards.

Award Categories:

Chair's Award for Extraordinary Achievement in Public Service:

Selected and presented by the Chair of the Board to an individual employee, employee group, or County project

that exemplifies high-level competency and significant achievement in delivering extraordinary public service.

CEO's Award for Leadership, Culture, & Productivity:

Selected and presented by the CEO to an individual employee, employee group, or County project that has significantly advanced organizational goals and objectives. This award recognizes efforts that build public trust and confidence in County government, improving the public's perception of our organization, workforce, and services provided.

Outstanding Department Head Award:

Presented by the Chair of the Board to a Department Head or Elected Department Head selected through nominations and colleague input. This award recognizes a leader who sets the standard of excellence in managing operations and people. The recipient demonstrates exceptional leadership, customer service, fiscal management, innovation, collaboration, and sound judgment. They are known as a thought leader, mentor, and mediator.

Excellence in Public Service Award (four awards):

Presented by members of the Board of Supervisors, this award recognizes an employee nominated by their peers, colleagues, and department heads for exceptional leadership in public service. Awardees are known for their strategic thinking, accountability, customer-focused service, and thoughtful decision-making, serving as top performers and role models in their respective areas.

30+ Years of Service Awards:

Presented by the Director of Human Resources, this award recognizes employees who have dedicated more than thirty years in service to the community of Napa County.

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.