NAPA COUNTY AGREEMENT NO. 270075B

MEASURE A FUNDING AGREEMENT
(Pressure Tanks and Chemical Injection Pumps Project)

This Measure A Funding Agreement ("Agreement") is made this ___ day of _________ 2026, by and between Napa County, a political subdivision of the State of California ("County"), and the Pacific Union College ("Company"), a California non-profit religious corporation organized under the laws of the State of California.

RECITALS

WHEREAS, the Napa County Flood Protection and Watershed Improvement Authority ("Authority") adopted the Napa County Flood Protection Sales Tax Ordinance ("Ordinance" and/or "Measure A") on November 4, 1997, and the Ordinance was subsequently approved by the electorate in March 1998. The Ordinance imposed a one-half of one percent transactions and use tax, with the proceeds to be used for certain specified flood protection and watershed improvement projects. The Ordinance established a Flood Protection and Watershed Improvement Expenditure Plan which described the projects authorized to be funded with the proceeds of the Flood Protection Sales Tax as more particularly set forth in Sections 7 and 8 of the Ordinance, and

WHEREAS, Section 8A of the Ordinance provides for projects in the community of Angwin/Deer Park which consist of (1) stabilization and enhancement of existing water reservoirs which shall be for the purpose of flood protection and water reliability, and (2) stabilization of water quality; and

WHEREAS, Company has proposed that County expend a portion of its allocated Measure A funds for the Company's proposed Water Booster Pump Station Instrumentation Controls Upgrade project ("Project") to enhance the Company's ability to provide drinking water of suitable quantity, and to ensure the system's reliability; and

WHEREAS, the Project is an authorized project under the provisions of Section 8A of the Ordinance which may be funded out of the County's share of the proceeds of the Flood Protection Sales Tax; and

WHEREAS, Company submitted a Napa County Measure A Funding Application dated March 2, 2026 for a Water Booster Pump Station instrumentation controls upgrade project that will replace outdated infrastructure and improve distribution system working pressure consistency and delivery of water to customers; and

WHEREAS, Measure A sales tax collection exceeded forecasts, thereby increasing the Angwin Program funds available for eligible projects: and

WHEREAS, County is willing to contribute funds towards the Project in an amount of up to Forty-Five Thousand Dollars ($45,000), out of County's share of allocated Measure A funds subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties, and other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date indicated above, and shall expire after three (3) years or sixty (60) days following the filing of the Notice of Completion, whichever occurs first. The obligations of Company to County under Paragraphs 6 (Hold Harmless / Defense / Indemnification) and 7 (Insurance) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. In addition, the obligations of Company to County under Paragraph 13 (Access to Records/Retention) shall also survive said expiration date.

2. **Scope of Work.** Company shall complete the Project as further described in Exhibit "A," including all necessary tasks for advertising, bidding, awarding, constructing and operating the Project. Exhibit "A" is attached hereto and hereby incorporated by reference.

3. **Compensation.**

(a) Actual Costs: County will reimburse Company for the work performed under the terms of this Agreement based on Company's actual costs incurred in the completion of the Projects. Company shall invoice the County monthly and shall provide an itemized invoice describing the work completed in the current billing period. The invoice shall be in a form and of sufficient detail to be satisfactory to County. Upon approval of the invoice, County shall submit the invoice to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt and approval of the invoice.

(b) Maximum Reimbursement: Notwithstanding paragraph 3(a), the maximum amount County will pay Company, under any circumstances, shall not exceed Forty-Five Thousand Dollars ($45,000). Company acknowledges this funding may be insufficient to cover the total cost of the Project. Company shall be responsible for all other costs and expenses necessary to complete the Project.

(c) Compensation Limited to Measure A Funds: County's obligation for reimbursement shall not exceed the amount shown in paragraph 3(b) above, and shall be limited to only those funds available to County and to Company through the Memorandum of Agreement (Angwin/Deer Park Measure A Funding Sub-Allocation), Napa County Agreement No.7680.

4. **Review.** County shall review all contract documents involving the construction phase of the Projects, and any modifications to the Projects, to ensure Measure A funding eligibility and reasonableness of costs. Company shall ensure the Project maintains eligibility for Measure A funding under the provisions of Section 8, Paragraph A of the Ordinance.

5. **Bid Procedures/Required Document Provisions.**

(a) Bid Procedures: Company shall comply with all competitive bidding and prevailing wage requirements as may be required by state law. Company shall be solely responsible for preparing necessary bid documents, advertising for bids, and preparing any contract revisions or addenda. Company shall submit all bid documents to County for review, as described in Paragraph 4 above, prior to being distributed or advertised to contractors.

(b) Required Document Provisions: All bid, design contracts, and construction contracts shall at minimum contain the following provisions:

(i) Prevailing Wage – Provisions requiring contractors to comply with the prevailing wage requirements as set forth in Chapter 1 (commencing with Section 1720), Part 7 of Division 2 of the Labor Code, for any portion of the required work performed under this Agreement.

(ii) Indemnity – Provisions requiring the contractor to defend at its own expense, indemnify and hold harmless County and Company, and their respective 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 Company, or their respective officers, agents, employees, volunteers, or representatives.

(iii) Insurance – minimum insurance coverages, in a form acceptable to the County's Risk Manager, including (a) workers compensation insurance, (b) general liability coverage in a minimum amount of Two Million Dollars ($2,000,000) combined single limit per occurrence, and (c) comprehensive automobile liability insurance of One Million Dollars ($1,000,000). Contractor shall name County and Company as additional named insureds on the automobile and general liability coverages. Any deductibles, self-insured retentions, or requests to provide lower limits of insurance coverage shall be subject to approval of County's Risk Manager.

6. Hold Harmless/Defense/Indemnification. To the full extent permitted by law, Company and County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. 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.

7. Insurance. Company 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, Company shall provide workers' compensation insurance for the performance of any of its duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation. Company shall provide County with certification of all such coverages upon request by County's Risk Manager.

(b) Liability Insurance.

(i) General Liability. Company shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, either issued by a company having an A.M. Best Rating of no less than A:VIII or by self-insurance satisfactory to County's Risk Manager, or by a combination thereof, covering liability 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 Company, its officers or employees, under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(ii) Professional Liability. Reserved.

(iii) Comprehensive Automobile Liability Insurance. Company shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Company's activities under this Agreement of not less than One Million Dollars ($1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to County), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the County prior to reimbursement for performance of any of the Company's duties under this Agreement; shall reference this Agreement by its County number or title and department; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the Company's liability. For the insurance coverages referenced in paragraphs 7(b)(i) and 7(b)(iii), Company 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, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Company 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 Company 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. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to County's Risk Manager.

8. Termination Due to Excess Cost. If the lowest responsible bid for construction of the Project exceeds Forty-Five Thousand Dollars ($45,000), either party may terminate this Agreement by providing written notice to the other party. Prior to termination, the parties shall meet to discuss ways to reduce the cost of the Project, and whether re-bidding the Project could result in lower bids.

9. 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.

10. 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	Company
County of Napa	Pacific Union College
Director of Public Works	205 Highland Oaks Drive
1195 Third Street Rm. 101	Angwin, CA 94508
Napa, CA 94559	

11. 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.

12. Taxes. Company agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Company 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 the

Company'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, the Company agrees to furnish the County with proof of payment of taxes or withholdings on those earnings.

13. **Access to Records/Retention.** County, the Napa County Flood Protection and Watershed Improvement Authority, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Company 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, Company shall maintain all required records for at least five (5) years after County makes final payment for any work authorized hereunder and all pending matters are closed, whichever is later.

14. **Authority to Contract.** County and Company each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

15. **Independent Contractor.** The parties intend that Company, in performing the obligations specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Company and its employees, agents, and volunteers are not to be considered agents or employees of County and are not entitled to participate in any pension plan, insurance, bonus or similar benefits County provides to its employees.

16. **Employment Practices.** Company shall not discriminate in its performance under the Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

17. **Compliance with Law.** Company shall comply with all applicable federal, state and local laws, rules and regulations affecting Company and its work hereunder. Company represents and warrants to County that Company has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Company to do the work hereunder or, if the work is subcontracted, that such subcontractor has all such licenses, permits, qualifications and approvals. Company represents and warrants to County that Company shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Company to do the work contemplated by this Agreement or, if the work is subcontracted, that Company shall be responsible for ensuring that such subcontractor keeps in effect all such licenses, permits, and approvals.

18. [reserved]

19. **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.

20. 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.

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

22. Amendment of Agreement. This agreement may be amended at any time by mutual agreement. Any amendment shall be in writing and signed by both parties.

23. Entirety of Contract. This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

24. Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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IN WITNESS WHEREOF, this Agreement is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Pacific Union College, acting by and through its Administration.

Pacific Union College,
a California non-profit religious corporation

By: ______________________
President, Chair of President's Cabinet

ATTEST:

____
Pacific Union College
Cabinet Secretary

APPROVED AS TO FORM:

____
Pacific Union College
VP of Financial Administration

NAPA COUNTY, a political subdivision of the State of California

By______________________
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: ______________________ Processed By:	By: ______________________
Date: June 2, 2026 FV 13114816	______________________ Deputy Clerk of the Board	

EXHIBIT A

(Project Description)

Water Booster Pump Station Instrumentation Controls Upgrade Project

Overview

Company shall replace aging controls on the Trumble Booster Pump to improve the reliability of the unit, produce quicker response time to pumps coming up to speed and be able to monitor and alarm flows to improve the overall water system reliability. This system boosts the pressure to about a third of PUC water system. Being able to monitor flow rates gives PUC a much better handle on finding leaks and preventing extensive damage to the hillsides from erosion.

Project Description

The Trumble Booster was built and installed in 2000 and has served PUC well. As time passed, PUC Operators realized they would be able to increase the reliability of the system with more data points on the controls.

The current system has 3 pumps. One is capable of 200 gpm and the other two are capable of 300 gpm. Flows are often lower than the 200 gpm pump. PUC would like to install a fourth pump as a jockey pump to take up the slack times providing better service and reliability. The current system shortens the life of the 200 gpm impellers. The system has been dependable, except for the smaller pump, which Operators must repair frequently.

There is no growth inducement in this project. The Trumble Booster Pump will remain the same total output as it is now. PUC Operators have refined pressure control setpoints at a lower domestic flows to make the pumping systems more dependable with less maintenance. More data points will help Operators identify leaks or problems in the main.

All work will occur within an existing building. There will be no increase in noise or power use.

Total Estimated Project Cost - $45,000

Total Measure A Appropriation - $45,000

Justification

PUC carefully manages its potable water pumping and well system. Rounds are performed daily and data is downloaded from PUC's Electronic Control system and recorded, enabling Operations to see trends and make changes, preventing negative outcomes.

By adding more controls and data points to the Trumble Booster Pump, it will stabilize the water quality to PUC customers, meeting State Water Quality regulations.

PUC would also like to monitor flows the Booster Pump is producing. It will help Operators diagnose leaks sooner on the boosted portion of our water system. An alarm would alert staff to leaks prior to them becoming major leaks.