Napa County

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

Agenda

Tuesday, December 16, 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) **25-243**

4. CONSENT CALENDAR

Agricultural Commissioner

A. Approve and authorize Amendment No. 1 to Agreement No. 170682B with the California Department of Food and Agriculture, increasing the contract maximum from $128,036 to $138,261 for reimbursement of expenditures associated with the pest detection program. (Fiscal Impact: $10,225 Revenue; General Fund; Budgeted; Mandatory) **25-2013**

Attachments: Agreement

Auditor-Controller

B. Accept and instruct Clerk of the Board to file the Napa Valley Tourism Improvement District (NVTID) annual review for the period of July 1, 2024 - June 30, 2025. (No Fiscal Impact) **25-2004**

Attachments: Report

Clerk of the Board

C. Approval of minutes from the December 8, 2025 special meeting and December 9, 2025 regular meeting. (No Fiscal Impact) **25-103**

Attachments: December 8, 2025
December 9, 2025

Corrections

D. Approve and authorize Agreement No. 260106B with Brightly Software, Inc. to perform a Facility Condition Assessment and inventory assessment for the Napa County Detention Center. (Fiscal Impact: $19,772 Expense; General Fund; Budgeted; Discretionary) **25-1455**

Attachments: Agreement

E. Approve and authorize Amendment No. 2 to Agreement No. 250334B with Smart Communications Holding, LLC, to add contract language to conform to State of California leased revenue bond requirements. (No Fiscal Impact) **25-1958**

Attachments: Agreement

County Counsel

F. Adopt a Resolution amending the Napa County Assessment Appeals Board (AAB) Local Rules to allow assessees to file Assessment Appeal Applications electronically; to allow the AAB to set its annual calendar before its January meeting; and to clarify the AAB Clerk's discretion to approve or deny requests for remote hearings. (No Fiscal Impact) **25-1923**

Attachments: Resolution
Exhibit A - Redlined
Exhibit A - Clean

G. Approve and authorize Agreement No. 260251B with Thomson Reuters to provide Westlaw legal research software for a maximum amount of $32,196 for the term of January 1, 2026, through December 31, 2026, with two annual renewals and a 5% increase each subsequent year. (Fiscal Impact: $32,196 Expense, County Counsel and Child Support Services; Budgeted; Discretionary) **25-2025**

Attachments: Agreement

H. Adopt an Ordinance amending Napa County Code Chapter 6.18 (Keeping of Roosters) to address concerns regarding cockfighting and avian disease, as well as Section 18.08.040 (Agriculture) of Chapter 18.08 (Definitions) relating to the raising and keeping of roosters. (No Fiscal Impact) **25-2069**

Attachments: Ordinance

County Executive Office

I. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **25-1751**

Attachments: Resolution

J. Adopt a Resolution formally terminating the declared emergency regarding CalFresh, otherwise known as SNAP, funding. **25-2034**

Attachments: Resolution

County Fire Department

K. Adopt a Resolution ratifying Ordinance No. 2025-02 of the American Canyon Fire Protection District adopting the 2025 California Fire (Code of Regulations, title 24, part 9) and related model codes with appendices and amendments. (No Fiscal Impact) **25-2031**

Attachments: Resolution
Ordinance No. 2025-02

District Attorney

L. Approve and authorize Agreement No. 260247B with Axon Enterprise, Inc., for a cloud based Digital Evidence System (DEMS) including five Body Worn Camera units for a ten-year agreement with annual price escalators; and approval of a waiver of competitive bidding requirements and sole source award. (Fiscal Impact: $112,800 Expense; General Fund; Budgeted; Discretionary) **25-1879**

Attachments: Agreement

Health and Human Services Agency

M. Approve and authorize Agreement No. 260192B with Crestwood Behavioral Health, Inc. for the term upon approval through June 30, 2026 for a contract maximum of $16,000 for the provision of Recovery and Resilience Solutions Training. (Fiscal Impact: $16,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **25-1854**

Attachments: Agreement

N. Approve and authorize Amendment No. 1 to Agreement No. 220120B with American Medical Response West, dba American Medical Response, extending the agreement for the term January 1, 2026 through December 31, 2031 to provide exclusive emergency and non-emergency advanced life support ambulance transport services in Napa County. (No Fiscal Impact) **25-1947**

Attachments: Agreement

O. Approve and authorize Amendment No. 3 to Agreement No. 240188B with Crestwood Behavioral Health, Inc., to increase the contract maximum by $304,051 for a new contract maximum of $1,502,079, for Fiscal Year 2025-2026, and each subsequent renewal, to provide mobile mental health crisis services. (Fiscal Impact: $1,502,079 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1960**

Attachments: Agreement

P. Approve and authorize Amendment No. 6 to Agreement No. 230135B with Mentis, Inc. to provide specialty mental health services for the term November l, 2025 through June 30, 2026, and each subsequent automatic renewal, to increase the contract maximum by $58,500 for a new contract maximum of $273,242. (Fiscal Impact: $273,242 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1961**

Attachments: Agreement

Q. Adopt a Resolution authorizing the Director of Health and Human Services Agency to execute agreements and program related documents with the California Department of Health Care Services to accept the Providing Access and Transforming Health Justice-Involved Capacity Building Round 3 grant award, in the amount of $901,471, for the purchasing costs of implementation and infrastructure to support the SmartCare Electronic Health Record system. (Fiscal Impact: $901,471 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary) **25-1990**

Attachments: Resolution

Human Resources – Division of CEO's Office

R. Adopt a Resolution amending the Departmental Allocation List for the Public Works Department; authorize the purchase of a capital asset; and approve a Budget Amendment, effective December 16, 2025. (Fiscal Impact: $86,000 Expense; General Fund; Not Budgeted; Discretionary) **25-1912**
[4/5 vote required]

Attachments: Resolution

S. Adopt a Resolution to amend the Table and Index of Classes, the Departmental Allocation List for Planning, Building, and Environmental Services, and appropriate personnel policies. (Fiscal Impact: $26,869 Expense; General Fund; Budgeted; Discretionary) **25-1998**

Attachments: Resolution
37C Exhibit B - Redline
37C Exhibit B - Clean

In-Home Supportive Services Public Authority of Napa County

T. Accept and file the In-Home Supportive Services Authority financial audit report for the fiscal year ended June 30, 2025. (No Fiscal Impact, Mandatory) **25-1995**

Attachments: Audited Financial Statements
Audit Correspondence to the Board

Napa Berryessa Resort Improvement District

U. Approve a Budget Amendment to increase appropriations in the Napa Berryessa Resort Improvement District's Operations budget by $59,790; offset by use of LNU Insurance Proceeds for the repair of a sewer lateral. (Fiscal Impact: $59,790 Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) **25-2029**
[4/5 vote required]

Napa County Groundwater Sustainability Agency

V. Approve and authorize Amendment No. 2 to Agreement No. 230312B (NCGSA) with SCI Consulting Group, to extend the term through June 30, 2026 and increase the maximum compensation from $110,075 to $131,724, for additional services related to the fee program implementation. (Fiscal Impact: $21,649 Expense; Groundwater Sustainability Agency Special Revenue Fund; Budgeted; Discretionary) **25-1992**

Attachments: Agreement

Napa County Housing Authority

W. Accept and file the Napa County Housing Authority's financial audit report for the fiscal year ended June 30, 2025. (No Fiscal Impact) **25-1994**

Attachments: Audited Financial Statements
Audit Correspondence to the Board

Planning, Building and Environmental Services (PBES)

X. Approve and authorize Amendment No. 2 to Agreement 200194B with the City of Napa to extend the term through June 30, 2026 and increase the County's share from $200,000 to $250,000 for joint water quality monitoring of the Lake Hennessey and Milliken Reservoir watersheds. (Fiscal Impact: $250,000 Expense; General Fund; Budgeted; Discretionary). **25-1987**

Attachments: Agreement

Probation

Y. Authorize the purchase of a capital asset for a LiveScan fingerprinting system from IDEMIA, for the replacement of the existing system located at Probation's Juvenile Hall; approve a sole source, waiver of competitive bidding, and approve a Budget Amendment with appropriation authority for the Probation department. (Fiscal Impact: $30,600 Expense; Sheriff's Fingerprint Fund; Not Budgeted; Discretionary) **25-1948**
[4/5 vote required]

Public Works

Z. Approve and authorize creation of Capital Improvement Project 26019 for the "Ag Building Rehabilitation Project," PW 26-16; and approve a Budget Amendment. (Fiscal Impact: $177,800 Expense; General Fund; Not Budgeted; Discretionary) **25-1970**
[4/5 vote required]

AA. Approve and authorize Amendment No. 2 to Agreement No. 240311B with Nacht & Lewis Architects, Inc., to increase the contract maximum amount from $443,360 to $460,454 to provide additional engineering services for the South Campus Buildings A & B Maintenance Project, PW 21-37. (Fiscal Impact: $17,094 Expense; Capital Improvement Fund; Budgeted; Discretionary) **25-1989**

Attachments: Agreement

AB. Approve and authorize Amendment No. 3 to Agreement No. 230262B with Christopher A. Marusich and Michelle F. Del Rosario, Trustees of the Marusich Family Revocable Trust Dated May 4, 2017, to increase the maximum compensation from $195,282 to $199,082 to provide a housing accommodation during the construction of the Dry Creek Road Bridge over Dry Creek Replacement Project. (Fiscal Impact: $3,800 Expense; Roads Fund; Budgeted; Discretionary) **25-2000**

Attachments: Agreement
Budget Summary

AC. Approve and authorize Agreement No. 260252B with the Napa Valley Vine Trail Coalition for the term through June 30, 2026, with a maximum compensation of $85,000 for the Napa Valley Vine Trail between St. Helena and Calistoga, RDS 23-19; and approval of a Budget Amendment. (Fiscal Impact: $85,000 Expense; Roads Fund; Not Budgeted; Discretionary) **25-2001**

Attachments: Agreement

AD. Adopt a Resolution amending Section 30.060 of the airport fee schedule, effective January 1, 2026, to remove hangars A5 - A8 from the fee schedule. (Fiscal impact: $20,000 Revenue; Airport Fund; Not Budgeted; Discretionary) **25-2026**

Attachments: Resolution
Exhibit A

5. 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)

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

8. ADMINISTRATIVE ITEMS

Planning, Building and Environmental Services (PBES)

A. Receive a presentation on the County's Baseline Data Report Update; and provide direction regarding the proposed scope and approach for the General Plan Update and related Environmental Impact Report. (No Fiscal Impact) **25-2033**

B. Adopt a Resolution to responding to the State mandate creating Type 93 Estate Tasting Event permits under AB720. (No Fiscal Impact.) **25-1966**

Attachments: Resolution
Exhibit A

9. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

A. Adopt a Resolution establishing certain Williamson Act Agricultural Preserves (Types A & H); and approve and authorize fourteen (14) new contracts as identified in the attached Resolution, which includes recission of two (2) existing contracts and replacing them with two (2) new contracts. (Fiscal Impact: Less annual property tax revenues; General, Library and Fire Funds; Not Budgeted; Discretionary) **25-1473**

Attachments: Resolution
Template Contract Type A 2025
Template Contract Type H 2025
Map Agricultural Contracts 2025
Agricultural Commissioner Memo

10. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Agricultural Commissioner/Sealer of Weights and Measures **25-2064**

11. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JANUARY 6, 2026 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, DECEMBER 12, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-243

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

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-2013

TO: Board of Supervisors

FROM: Tracy Cleveland - Agricultural Commissioner/Sealer of Weights & Measures

REPORT BY: Jaspreet Faller - Staff Services Analyst

SUBJECT: Amendment No. 1 to Revenue Agreement with California Department of Food and Agriculture

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 170682B with the California Department of Food and Agriculture, increasing the contract maximum from $128,036 to $138,261 for reimbursement of expenditures associated with the pest detection program. (Fiscal Impact: $10,225 Revenue; General Fund; Budgeted; Mandatory)

BACKGROUND

On July 22, 2025 the Board approved renewal of a revenue agreement with the California Department of Food and Agriculture (CDFA) for a maximum of $128,036 for the term July 1, 2025 through June 30, 2026 for reimbursement of services for the Statewide Pest Detection Program (placing, monitoring, reporting, and inspection of insect traps).

CDFA has subsequently identified $10,225 to support survey activities related to the Spotted Lantern Fly for a new agreement total of $138,261. Approval of the requested action will allow the Agricultural Commissioner's office to satisfy the contractual requirements.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 170682B with the California Department of Food and Agriculture, increasing the contract maximum from $128,036 to $138,261 for reimbursement of expenditures associated with the pest detection program.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Agricultural Commissioner
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes

Future fiscal impact:	This is an annual agreement that has no fiscal impact past the stated ending date of June 30, 2025
Consequences if not approved:	If this item is not approved, the County will not receive funding, including not being reimbursed for work already performed.
Additional Information	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.

AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER **25-0002-025-SF**
AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF NAPA
2. The term of this Agreement is: July 1, 2025 through June 30, 2026
3. The maximum amount of this Agreement is: $138,261.00
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by $10,225.00 for a new total not to exceed $138,261.00. The additional funding is necessary for the recipient to complete Spotted Lanternfly detection trapping activities.

Sections of the Scope of Work and Attachments are hereby amended to reflect the increase in funding, incorporate the Spotted Lanternfly detection activities, and add detailed survey guidelines.

The Scope of Work and Attachments are attached. The changes, or lack thereof, are as follows:

1. The Scope of Work, Attachment C, and Attachment G have new information added in red text. The attached versions hereby replace the versions in the original Agreement.
2. An addendum to Attachment A is attached which accounts for the $10,225.00 being added by this amendment. It is hereby incorporated in the Agreement.
3. Attachment I is attached and is hereby incorporated in the Agreement. This was not in the original Agreement.
4. Attachments B, D, E, F, and H are attached, and are unchanged from the original Agreement.

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)* **COUNTY OF NAPA**	Approved as to form: Ryan FitzGerald November 3, 2025 / 1060.1090 | 2025.3113
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 1710 Soscol Avenue, Suite 3, Napa, CA 94559-1315	

STATE OF CALIFORNIA

AGENCY NAME **DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION	
ADDRESS 1220 N STREET, ROOM 120, SACRAMENTO, CA 95814	LB

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2025-2026

Effective Agreement Period: July 1, 2025 through June 30, 2026

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template
9. Attachment I – Supplementary Survey Guidelines

I. The California Department of Food and Agriculture (CDFA) shall:

A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.

B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.

C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).

E. Provide county trappers with trapping guidelines.

- Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
- Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
- Provide guidelines for conducting supplementary survey work outside the activities described in the ITG and the Pest Detection Trapping Guidelines Attachment B as applicable. The guidelines for these surveys are found in Attachment I.

F. Provide annual training programs for county trapping supervisors and trappers as needed.

G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.

H. Contract an outside contractor who will dispose of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

J. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.

K. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.

B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.

C. Hire and train county personnel as needed.

D. Provide and maintain county trapping vehicles.

E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.

F. Ensure that all trapping activities conform to the current version of the ITG, the Pest Detection Trapping Guidelines (Attachment B) and if enclosed, the Supplementary Survey Guidelines (Attachment I).

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.

2. Should there be a discrepancy between the Scope of Work, the enclosed Attachment B, Attachment I (if enclosed) or the ITG, then the Scope of Work, Attachment B and Attachment I (if enclosed) must supersede the ITG.

3. If applicable, conduct supplementary survey work for pests outside the activities described in the ITG and the Pest Detection Trapping Guidelines Attachment B as specified in the Financial Plans in this agreement. Follow the guidelines for these surveys found in Attachment I. Attachment I will only be included in the agreement if applicable.

G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).

H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf for software needs, links to the Map Books and GIS layers, and contacts for assistance.

1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.

   a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
   b. Jackson trap insert – full trap number, placement date, and trapper’s initials on non-sticky side.
   c. Delta trap – full trap number, servicing and rebaiting dates, and trapper’s initials on outside.
   d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.

e. ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.
f. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
g. McPhail trap – full trap number and servicing dates on calendar card.

I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.

J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832

K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.

L. All counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a Hazardous Waste Permanent State (HWPS) ID Number issued by the CalEPA, Department of Toxic Substance Control (DTSC) and shall possess a Certified Unified Program Agency (CUPA) permit from the applicable local CUPA agency. Counties will dispose of this hazardous waste using the PD/EP hazardous waste disposal contractor in accordance with CalEPA regulations and requirements.

M. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-

and-Overriding-Considerations.pdf. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.

N. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submit to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

O. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx

P. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book” or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

Q. Maintain an inventory of known host sites. The inventory shall be organized by square miles, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. Electric records or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.

S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.

1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless Report 1 is completed and submitted.

3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice must be itemized and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.

4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:

   i. County name
   ii. Remit to address
   iii. Date of submittal
   iv. Invoice number
   v. Agreement name
   vi. Agreement number
   vii. Billing period
   viii. If revised, date revised invoice was submitted
   ix. The number of hours worked claimed on the invoice must match those documented on Report 1.
   x. Invoices file names must follow the standard naming convention detailed below:

      County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2025=25), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

      Example: TulareJUN25PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

   Example: TulareJUN25PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.

8. Payment will be made monthly, in arrears, upon receipt of Report 1 and approval of the invoice.

9. Please note that the CDFA cannot reimburse more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture
Pest Detection County Agreements
Spotted Lanternfly Financial Plan
FY 2025/2026
July 1, 2025 - June 30, 2026
Napa County

A. Personnel Services - Spotted Lanternfly (SLF)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**66.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**25.00**
Total Hours:	**91.00**
Subtotal Personnel Cost:	**$7,795.92**
Overhead: 25%	**$1,948.98**
Total Personnel Cost:	**$9,744.90**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Office & Safety	**$200.00**
Total Supplies Cost:	**$200.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

None	**$0.00**
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	4.0	100.0	0.700	**$280.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$280.00**

Total SLF Cost:	**$10,225.00**

Total Agreement Amount CDFA will reimburse for Spotted Lanternfly Cost:	**$10,225.00**

California Department of Food and Agriculture
Pest Detection County Agreements
Spotted Lanternfly Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Napa County

Personnel Costs - Spotted Lanternfly (SLF)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
ASSW - EH	$34.62	$3.46	$38.08	0.00	$0.00
ASSW II	$41.02	$20.51	$61.53	0.00	$0.00
Ag/W&M Inspector I-III	$54.78	$27.39	$82.17	66.00	$5,423.22
			Detection Total:	**66.00**	**$5,423.22**
			THWS	**66.00**	
Non-Detection Positions					
Ag/W&M Inspector IV	$59.12	$29.56	$88.68	15.00	$1,330.20
Ag/W&M Deputy	$69.50	$34.75	$104.25	10.00	$1,042.50
			Non-Detection Total:	**25.00**	**$2,372.70**
				Total SLF Personnel Cost:	**$7,795.92**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **NAPA**

Fiscal Year: **2025-2026**

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON for SLF PROGRAM

Table 1

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SLF								1	1	1		
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2 B: SLF

Trap Type	# Sites	x	serv/year*	=	serv/year/trap
SLF	60.00	x	1.00	=	60.00
				Total:	60.00

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SLF

		Servicings/year		Avg sites serve/hr		Hours/year		Hours/year plus 10%
SLF	TOTAL:	60	÷	1.00	=	60.00	x1.1(10%	66.00
		(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

Form 66-223

PEST DETECTION TRAPPING GUIDELINES (#1)

With McPhail, North District, 6 months

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).

2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.

3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

4. Ensure that McPhail traps are serviced every seven days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30. As stated in the CDFA Insect Trapping Guide (ITG), McPhail traps should be placed in garden sites with melon fly traps June through October. During May, McPhail traps should be placed on properties separate from all other fruit fly traps.

5. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

6. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

7. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

8. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2025, and from June 15 through June 30, 2026, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).

9. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

Attachment C

PEST DETECTION/EMERGENCY PROJECTS FY 25/26

AGRICULTURAL COMMISSIONER	COUNTY
Tracy Cleveland	Napa
DETECTION SPECIALIST	DATE
Andre Napolitano	2/10/2025

			Other COMMITMENT	Core COMMITMENT	TOTAL COMMITMENT
TRAPPING					
JACKSON TRAP - MEDFLY		MF	0	225	225
McPHAIL TRAP		MP	8	50	58
JACKSON TRAP - ORIENTAL FRUIT FLY		OF	8	50	58
JACKSON TRAP - MELON FLY		ML	8	50	58
CHAMP TRAP - Garden		CP	0	0	0
CHAMP TRAP - Rural		CP	0	15	15
CHAMP TRAP - Rural Residential		CP	0	0	0
SPONGY MOTH		SM	0	85	85
JAPANESE BEETLE		JB	33	25	58
Other Traps	WPDCD-Glassy-winged Sharpshooter		600	0	600
	WPDCD-European Grape Berry Moth		250	0	250
	WPDCD-Grape Berry Moth		250	0	250
	WPDCD-Grape Tortrix Moth		250	0	250
	WPDCD-Honeydew Moth		250	0	250
	WPDCD-Spotted Lanternfly		30	0	30
	WPDCD-Vine Mealybug		960	0	960
#	SLF		0	60	60

SPECIAL TRAPPING CONSIDERATIONS:

Please note that all trap types beginning with "WPDCD" are locally funded and pending 2025/26 FY contract approval.

60-221 (REV 5/22)

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING OF DETECTION TRAPPING PROGRAMS

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.

2. Planting specimens are pre-marked as follows:

    a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
    b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
    c. JBs have a mounting-pin hole through the sternum.

3. Trap type – QCP species correlation:

	TRAP	QCP
a.	McPhail, Multillure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b.	Trimedlure Jackson	MF
c.	Cue-lure Jackson	ML
d.	Methyl eugenol Jackson	OF
e.	SM	SM
f.	JB	JB
g.	EGVM	EGVM

4. Only one specimen per trap will be planted.

5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.

6. All planting specimens will be in good condition, clearly showing distinguishing body parts.

7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.

7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.

8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.

9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.

2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.

3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.

4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.

6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day) - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:
Daren Harris
Daren.Harris@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Daren Harris
Daren.Harris@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

1. **Fruit Flies or EGVM: Three (in any combination)**

2. **SM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

PEIR Management Practices (MP) and Mitigation Measures (MM)
For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials.For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
    - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
    - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
    - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
    - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of (County Name) County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	June 30, 2026

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of (County Name) County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of (County Name) County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

			Check Applicable Requirements
General Requirements			
Conduct activity as described in Chapters 2 and 3 of PEIR			✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine			
Activity Site Specific Review			
Database	**Date Reviewed**		
California Natural Diversity Database	N/A		
303(d) List of Impaired Waters	N/A		
EnviroStor Hazardous Site	N/A		

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Budget and Survey Quick Guide

Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Napa
FY: 25/26

Total Agreement Amount CDFA will reimburse $ 138,261.00

Funding Sources	CORE Costs			SLF	Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle			
Federal Funds	$ 64,940.00	$ 2,083.00			$ 67,023.00	48.48%
State Funds	$ 37,135.00	$ 12,915.00	$ 10,963.00		$ 61,013.00	44.13%
General Funds				$ 10,225.00	$ 10,225.00	7.40%
Totals	**$ 102,075.00**	**$ 14,998.00**	**$ 10,963.00**	**$ 10,225.00**	**$ 138,261.00**	**100%**

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Budget and Survey Quick Guide
Pest Detection County Agreements
Survey Summary Guide: This form is to aid in billing and invoicing

County: Napa
FY: 25/26

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	SLF
Core	225	58	58	58	0	15	0	**414**	**85**	**25**	60
Other								**0**		**33**	
Total trap/site surveyed/Mo	225	58	58	58	0	15	0	414	85	58	60
Servicing/trap/Mo	2.17	4	2.17	2.17		1			**2.17**	**2.17**	1
Servicings/Mo	488	232	126	125.9	0	15	0	987	184	125.9	60

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP					4	4	4	4	4	4		
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural					1	1	1	1	1	1		
CP rural res.												
SM						2	2	2	1			
JB						2	2	2	1			
CP garden								1	1	1		
SLF								1	1	1		
	4	weekly servicings				2	biweekly servicings				1	monthly servicings

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

CORE Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

PDEP County Agreements Required		
Trap Activity	**%**	**Cost**
Core Cost		
Fruit Flies	0.000%	$0.00
SM	0.000%	$0.00
JB	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
Total	**0.000%**	**$0.00**

Mileage Expense Breakout	**Total Miles**	**Rate**	**Total Cost**
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

COMMENTS:

Supplemental Survey Guidelines

FY 2025-2026

2025 Spotted Lanternfly (SLF) County Survey Handout

Program Overview

The Spotted Lanternfly (*Lycorma delicatula*) is an invasive pest with a strong preference for Tree of Heaven (TOH, *Ailanthus altissima*), though it can feed on many hosts. Surveys should focus on TOH; if it is absent, survey wild or maintained grapevines instead.

Preferred host: TOH
Alternate host for survey: grapevine

Survey Type: Visual Observation

Survey Season: August-Early October

Surveys follow CAPS-approved methods and should be timed for 1–50% adult emergence, based on the SAFARIS PestCAST model in this link (https://safaris.cipm.info/safarispestmodel/StartupServlet?pestcast). The degree-day threshold will be reached at different times throughout the state, but the survey will take place between August and October. The model at the above website is updated every Tuesday and Thursday. Staff conducting survey activities in areas that have not reached the degree day threshold should check the above website every Thursday so they may plan accordingly to conduct the survey the following week.

Identifying SLF

Egg Masses: appear as grey, mud-like smears that can resemble dried clay, often laid in rows on tree bark, rocks, or smooth surfaces. As they age, the covering may crack (figure 1).



Figure 1: Left: SLF aged egg mass with the cracked cover at right and hatched in left of the picture (Miriam Cooperband, USDA APHIS), Right: SLF versus spongy moth (Gypsy moth), (Greg Hoover, Penn State Extension)

Nymphs: Early stages are small and black with bright white spots. Fourth instar nymphs develop striking red patches with white spots and black legs, making them more noticeable on host plants (Figure 2).



Figure 2: (a) Spotted lanternfly early instars, (b) SLF fourth instar, (Miriam Cooperband, USDA APHIS)

Adults: Are one inch long. At rest, they appear grey with black spots and broad wings folded tent-like over the body. When the wings are spread, vivid red hindwings with black spots and a bold white spot become visible, making them easy to recognize (Figure 3).



Figure 3: Left: Adult spotted lanternfly at rest, right: Adult SLF with wings spread

Identifying TOH

Leaves: Are large, up to 1-3 feet long, and pinnately compound with 10-40 leaflets. Each leaflet has one or more distinctive rounded teeth near the base with a small gland at the tip. When crushed, the leaf has a strong rancid odor.

Seeds (Propeller): Female trees produce clusters of winged seeds that are twisted and papery, often turning yellow to reddish brown as they mature. Seeds can remain on the tree through fall and winter.

Bark: Smooth and green on young trees, grey and resembling cantaloupe skin as the tree matures (Figure 4).

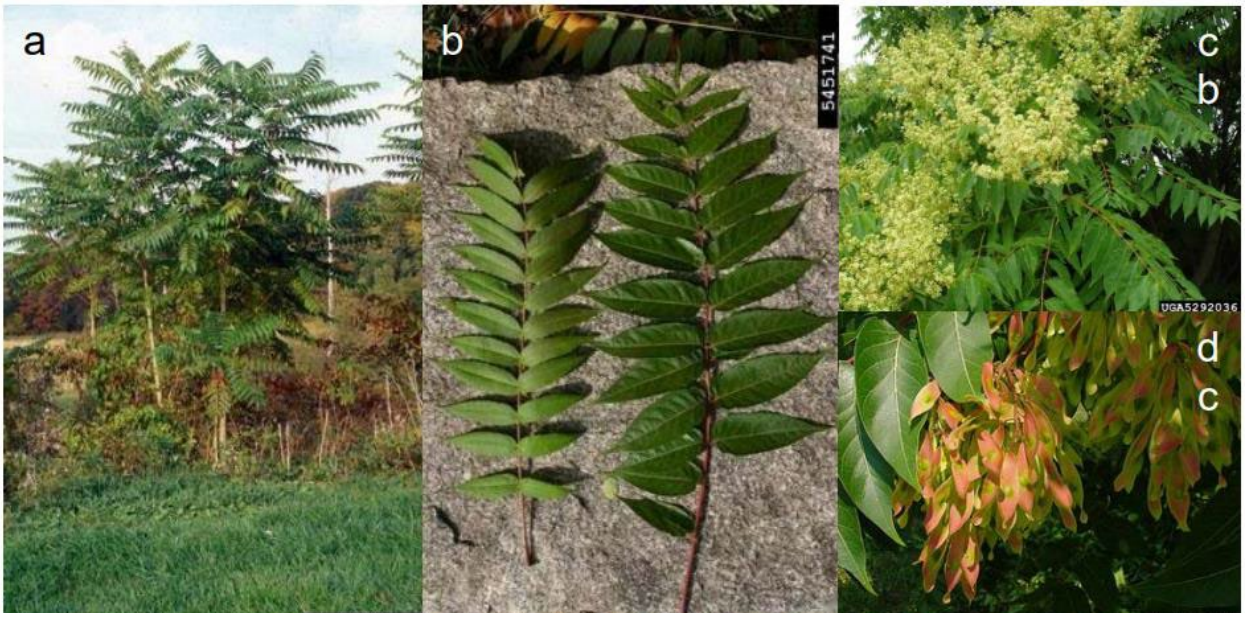


Figure 4: (a) Three of heaven thicket, (b) Large pinnately compound with no terminal bud, (c) Female flowers are small, numerous and yellow green, (d) propeller seeds pods with just one propeller. (All photos from Bugwood.org)

Survey Process

Locating Survey Sites

- CDFA will provide each county with a list of high-risk sites. Please prioritize surveying CDA's recommended sites unless it is not feasible to survey a specific site or the county knows the site will not have hosts present. Counties are welcome to survey additional sites not on this list.
- If TOH is rare in the area, grapevines can be substituted.
- If no hosts are found:
    1. Expand search to within 0.25 miles of the property.
    2. If still none found, expand to 0.5 miles.
    3. If no hosts found, record as "none present" and proceed to the next location.

Spend 5-15 minutes thoroughly visually scanning the tree (or grapevine) and surrounding vegetation for signs of SLF nymphs, adults, egg masses and honeydew. Record GPS of the host. If multiple TOH trees are present, choose largest tree or stand of multiple trees.

Use CDFA's Survey123 to record data for this survey, data can either be recorded in real-time or later in the office.

- Web browser link: https://survey123.arcgis.com/share/a67b136456bb47aebbce0287f5800179
- QR code to scan from Survey123 app to load the 2025 survey:

Using Survey123 record the following data when surveying for SLF:

- Date
- Surveyor name
- County
- Site name or address (like "Roseville Railyard #7", or the address)
- Host presence (Y/N) and description (> or < 6" diameter; single/multiple trees)
- Latitude/longitude of host
- Host type (e.g., Tree of Heaven, Grapevine, Both, Not surveyed, None)
- Number of trees (Single, multiple)
- Counts of suspect adults/nymphs/egg masses (including egg mass substrate)
- Relevant comments (e.g., "wild grapevine," "host behind locked fence," "honeydew present but no SLF seen," etc.)
- Mark host locations on the target location map using pen or marker.

Collecting Specimens:

- Live suspect, adults or nymphs: Knock into net or container and place in alcohol.
- Dead/dry specimens: Place in dry vial.
- Suspect egg masses: Scrape complete mass into vial with alcohol.
- Photos: Take clear photos of suspects if possible (especially egg masses before collection).

Inspection Tips

- On TOH, Focus on tallest trees, especially along edges of forests/tree stands.
- Inspect from base to canopy (binoculars recommended for large trees).
- Look for nymphs, adults and egg masses
- Look for signs of nymph/adult feeding injury: weeping sap wounds, honeydew, sooty mold, fungal mats, and honeydew-attracted insects.
- On grapevines, Check under leaves, stems, and for honeydew/sooty mold (note: other grape pests can cause similar symptoms).
- Other potential hosts (not priority for survey at this time): apple, kiwi, stone fruit, pomegranate, walnut, maple, Virginia creeper, willow, birch, bee-bee tree (*Tetradium daniellii*), and *Toona* spp.

Supplies

- Badge, gloves, long pants
- Maps and datasheets
- Vials (with/without alcohol; wide-mouth for egg masses)
- Binoculars
- Trapping pole, net (optional)
- Knife or putty knife for egg mass scraping

Additional information and pictures

- CPHST Pest Data Sheet (including TOH ID assistance pp. 12-14): http://download.ceris.purdue.edu/file/3555
- Egg Mass Identification Tools: http://www.agriculture.pa.gov/Plants_Land_Water/PlantIndustry/Entomology/spotted_lanternfly/Documents/Egg%20Mass%20Identification%202-23-17.pptx
- Tree of Heaven on Calflora: https://www.calflora.org/cgi-bin/species_query.cgi?where-calrecnum=161
- California Weed Mapper (search species on left):

https://calweedmapper.cal-ipc.org/maps/

- Recent CDFA Advisory with links to flight videos: http://www.cdfa.ca.gov/countyag/postings/files/PD33-2019_SLF_Up.pdf

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SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-2004

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: Napa Valley Tourism Improvement District Review for the Period of July 1, 2024 -June 30, 2025

RECOMMENDATION

Accept and instruct Clerk of the Board to file the Napa Valley Tourism Improvement District (NVTID) annual review for the period of July 1, 2024 - June 30, 2025. (No Fiscal Impact)

BACKGROUND

On January 19, 2010, at the request of Napa Valley lodging owners, the Napa County Board of Supervisors adopted Resolution No. 2010-07, establishing the Napa Valley Tourism Improvement District (NVTID), regulated through the adoption of the Management District Plan (Plan) requiring the jurisdictions to collect a 2% assessment on gross short-term room rental revenues from the lodging establishments. The collected revenue is then distributed according to the Management District Plan for the purpose of promoting tourism and providing services that increase room night sales. A revised Plan was adopted by the Board of Supervisors in 2025 for another 10-year term.

As outlined in Section VI - Governance of the Management District Plan, the Napa County Auditor-Controller (ACO) is authorized to review the Tourism Improvement District assessment collections and disbursements for the jurisdictions of Calistoga, St. Helena, Yountville, City of Napa, American Canyon, and Unincorporated County. Upon completion of the review, a report is presented to the Board of Supervisors at least annually.

To facilitate the ACO review, each jurisdiction is required to submit a single-page financial report that includes the following:

- Total Transient Occupancy Tax (TOT) collected for the period under review
- Total TID assessment collected
- Disbursements for 74%, 25%, and 1% of TID mandated by the Plan

In addition, the local governing committees must provide a single-page financial report detailing revenue and

expenses for the 25% disbursement of TID, which includes:

- The Budget vs. Actuals as approved
- Minutes from committee meetings that demonstrate approval of the annual budget and all expenditures

The jurisdictions and LGCs were requested to provide financial reports for the period of July 1, 2024 - June 30, 2025.

Requested Action: Accept and file the NVTID Annual Report for Fiscal Year 2024-2025.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

Napa Valley Tourism Improvement District
Annual Review
Tourism Improvement District Funds

For Fiscal Year Ended June 30, 2025

Tracy A. Schulze
Auditor-Controller
Internal Audit Section
November 26, 2025

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Internal Audit / Grant Compliance Team

Christine Hernandez - Deputy Auditor-Controller
Kaitlin Ager - Principal Grant Compliance Auditor
Nicholas Kittredge - Grant Compliance & Internal Audit
Susan MacDonald - Internal Audit

A Tradition of Stewardship
A Commitment to Service

Auditor-Controller
1195 Third Street · Room B10
Napa, CA 94559

Main: (707) 253-4551
Fax: (707) 226-9065
www.countyofnapa.org

Tracy A. Schulze
Auditor-Controller

November 26, 2025
Board of Supervisors
Napa, CA

Executive Summary

The internal audit section of the Napa County Auditor-Controller's Office has completed an annual review of the Napa Valley Tourism Improvement District (NVTID) funds for fiscal year ended June 30, 2025. The objectives of this review were to assess whether Tourism Improvement District (TID) funds were administered consistently throughout the County and verify that the funds were collected, distributed, and spent in accordance with the revised Management District Plan approved for renewal by the County Board of Supervisors in 2025.

Based on the financial reports and general ledger detail provided by each of the jurisdictions, we are confident that the collection and disbursement of the Tourism Improvement District funds throughout the reporting jurisdictions is in accordance with the requirements outlined in the Management District Plan.

The following appendices provide additional information from our review:

Appendix A – Schedule of Tourism Improvement District Assessment Collections
Appendix B – Procedures and Results (Local Jurisdictions)
Appendix C – Use of Funds by Local Governing Committees
Appendix D – Procedures and Results (Visit Napa Valley)
Appendix E – Acronyms / Definitions

Each local jurisdiction's submitted report is available upon request.

Sincerely,

Tracy A. Schulze, CPA
Auditor-Controller

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

Background

On January 19, 2010, at the request of Napa Valley lodging owners, the Napa County Board of Supervisors adopted Resolution No. 2010-07, establishing the Napa Valley Tourism Improvement District (NVTID), regulated through the adoption of the Management District Plan (Plan) requiring the jurisdictions to collect a 2% assessment on gross short-term room rental revenues from the lodging establishments. The collected revenue is then distributed according to the Management District Plan for the purpose of promoting tourism and providing services that increase room night sales. A revised Plan was adopted by the Board of Supervisors in 2025 for another 10-year term.

As outlined in *Section VI – Governance* of the Management District Plan, the Napa County Auditor-Controller (ACO) is authorized to review the Tourism Improvement District assessment collections and disbursements for the jurisdictions of Calistoga, St. Helena, Yountville, City of Napa, American Canyon, and Unincorporated County. Upon completion of the review, a report is presented to the Board of Supervisors at least annually.

To facilitate the ACO review, each jurisdiction is required to submit a single-page financial report that includes the following:

- Total Transient Occupancy Tax (TOT) collected for the period under review
- Total TID assessment collected
- Disbursements for 74%, 25%, and 1% of TID mandated by the Plan

In addition, the local governing committees must provide a single-page financial report detailing revenue and expenses for the 25% disbursement of TID, which includes:

- The Budget vs. Actuals as approved
- Minutes from committee meetings that demonstrate approval of the annual budget and all expenditures

The jurisdictions and LGCs were requested to provide financial reports for the period of July 1, 2024 – June 30, 2025.

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

Appendix A

Schedule of Tourism Improvement District Assessment Collections by Jurisdiction

	FY 2024-25 Reporting	Local Share	Admin Fee	Total
	74%	25%	1%	100%
City of American Canyon	$ 160,511	$ 54,227	$ 2,169	$ 216,907
City of Calistoga	1,518,156	512,890	20,518	2,051,564
Unincorporated Napa County	1,352,111	456,281	17,883	1,826,275
City of Napa	3,671,017	1,240,224	49,608	4,960,849
City of St. Helena	452,323	152,720	6,165	611,208
Town of Yountville	1,041,770	351,949	14,078	1,407,797
Total TID Assessment Collections	**$ 8,195,888**	**$ 2,768,291**	**$ 110,421**	**$ 11,074,600**
Adjustments for Timing of Payments*	$ (217,734)			
Less: Accounting Fees	(17,732)			
Less: Payment Adjustments	(124)			
Add: Interest Earned	15,368			
Net FY24-25 TID Collections	**$ 7,975,666**			

* Payments for FY24-25 received by ACO in FY25-26

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

Appendix B

I. Jurisdictional Financial Reporting – Procedures and Results

"The city and county tax collectors will be responsible for collecting the assessment on a monthly or quarterly basis (including any delinquencies, penalties, and interest) from each lodging business located in the boundaries of the NVTID in accordance with each jurisdiction's procedures for collecting transient occupancy taxes. The tax collectors shall make all reasonable efforts to collect the assessments from each lodging business. The tax collectors shall forward 74% of the assessment collected to Napa County, who will forward the funds to the NVTC. The remaining 25% of the funds shall be retained by each jurisdiction for tourism related expenditures in accordance with this Plan. Each tax collector shall deduct from the assessment a fee equal to 1% of the assessment collected for their services in collecting and forwarding the assessment funds."

Management District Plan - § V. F – Time & Manner for Collecting Assessments

Internal Audit obtained the TID Financial Reporting Form from each local jurisdiction for fiscal year 2024-25. This form calculates expected TID assessments based on Transient Occupancy Tax (TOT) collections for the fiscal year.

Procedure #1: Review the Financial report and investigate variances between projected TID and actual booked TID greater than 1%:

Results: **No exceptions noted with a variance greater than 1%.**

Procedure #2: Calculate 74% of the expected assessment and compare to what was remitted to the Napa County Auditor-Controller for disbursement to the Napa Valley Tourism Corporation. Investigate variances greater than 1%.

Results: **No exceptions noted with a variance greater than 1%.**

Procedure #3: Calculate 25% of the expected assessment and compare it to what was remitted to the Local Governing Committee. Investigate variances greater than 1%.

Results: **No exceptions noted with a variance greater than 1%.**

Jurisdictional Financial Reporting – Procedures and Results (continued)

Procedure #4: Calculate the 1% administrative allowance of the expected assessment and compare it to what was retained by the jurisdiction in accordance with the Management District Plan.

Results: **No exceptions noted with a variance greater than 1%.**

II. Local Governing Committee Annual Report – Procedures and Results

"Local governing committees shall be responsible for the following activities:

- *Development and approval of an annual work plan and budget*
- *Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with the Plan*
- *Preparation of a six-month progress report and annual year-end progress report which will be provided to the NVTC"*

Management District Plan - § VI. Governance (D)

Internal Audit obtained the Adopted Budget vs. Actuals, and meeting minutes for each Local Governing Committee for the fiscal year 2024-25.

Procedure #1: Review the report and verify accuracy by tracing to the general ledger and other supporting documentation. Investigate variances greater than 1%.

Results: **No exceptions noted with a variance greater than 1%.**

Procedure #2: Verify that budget and actuals were approved through meeting minutes provided by the Committee (LGC).

Results: **Exceptions noted**

1. Calistoga had $61,680 in disbursements which could not be traced back to approvals in the LGC meeting minutes.

- The LGC for Calistoga outsources all financial collections and disbursements to a third-party bookkeeping firm. No annual budget is prepared and submitted to the LGC for approval. Individual requests for funding are submitted at the committee meetings and voted on at that time.

- Per the meeting minutes provided for FY 2024-25, expenses totaling $61,680 were not submitted to the LGC for approval. However, these may have been pre-approved through contracts with annual autorenewal. Internal Audit requested a copy of any such contracts and minutes from previous years demonstrating approval but has not received them as of this reporting.

2. City of Napa recorded an expenditure of $5,467 not included in the approved Budget which could not be traced back to an after-the-fact approval in meeting minutes. However, actuals still did not exceed the approved budgeted amount.

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

Appendix C

Use of Funds by Local Governing Committees

Each jurisdiction shall form a local governing committee which shall be responsible for the administration of the destination marketing efforts within their respective jurisdiction. Jurisdiction specific destination marketing funding is designed to support initiatives which promote and enhance local, jurisdiction-based tourism and hospitality and is aligned with valley-wide promotional effort.

Management District Plan - § V.A – Local Jurisdiction Destination Marketing

AMERICAN CANYON
Local Governing Committee Budget v Actuals FY 24-25

Specify Use of Funds by Category/Vendor	Budgeted Amount	Date of Meeting when approved	Actual Expense
American Canyon Chamber of Commerce	66,000	5/1/2024	65,000
2024-2025 TBID Contract with Welcome Center			
American Canyon Community Parks Foundation	3,500	5/1/2024	3,500
AC & Parks Foundation 14th Annual Reindeer Run			
Napa Valley Mustard Celebration	2,000	5/1/2024	2,000
TBID Mustard Celebration Contribution 2025			
American Canyon Arts Foundation	3,500	5/7/2025	2,500
Support for Juneteenth			
Vinetrail Support	4,500	5/1/2024	-
	$ 79,500		**$ 73,000**

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

UNINCORPORATED COUNTY
Local Governing Committee Budget v Actuals FY 24-25

Specify Use of Funds by Category/Vendor	Budgeted Amount	Date of Meeting when approved	Actual Expense
Contract Services			
A-220095B-25 Visit Napa Valley	500,000	5/20/2024	500,000
Destination Marketing			
Visit Napa Valley / Agency 21 Consulting, LLC	49,597	12/16/2024	49,597
Community Projects			
A-200063B-25 Napa Valley Vine Trail Coalition	55,000	3/17/2025	55,000
Community Projects			
Napa Valley Museum	25,000	3/17/2025	25,000
	$ 629,597		**$ 629,597**

CITY OF NAPA
Local Governing Committee Budget v Actuals FY 24-25

Specify Use of Funds by Category/Vendor	Budgeted Amount	Date of Meeting when approved	Actual Expense
Salaries & Benefits	60,000	06/28/2024 - 7.C	54,012
Banking Fees	500	06/28/2024 - 7.C	651
Other Overhead	950	06/28/2024 - 7.C	950
General Supplies	10,000	06/28/2024 - 7.C	219
Food for Meeting	5,000	06/28/2024 - 7.C	1,522
Professional Services	30,000	06/28/2024 - 7.C	16,025
Other Purchased Services/Materials	-	06/28/2024 - 7.C	5,467
Advertising/Marketing	795,000	06/28/2024 - 7.C	791,464
Funding Grants & Projects	750,000	06/28/2024 - 7.C	514,500
	$ 1,651,450		**$ 1,384,810**

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

YOUNTVILLE
Local Governing Committee Budget v Actuals FY 24-25

Specify Use of Funds by Category/Vendor	Budgeted Amount	Date of Meeting when approved	Actual Expense
Chamber of Commerce	320,000	6/27/2024	320,000
Napa Valley Museum	10,000	6/27/2024	10,000
Napa Valley Vine Trail	10,000	6/27/2024	10,000
Yountville International Film Festival	10,000	6/27/2024	10,000
ATG Lighting: Holiday Lighting	25,000	6/27/2024	8,431
Art WalkArt Sip & Stroll	25,000	6/27/2024	25,000
Mardi Gras Parade/Pop-ups & Activities	10,000	6/27/2024	10,000
Meesting Expense	25,000	6/27/2024	25,000
Napa Valley Vine Trail	500	6/27/2024	
	10,000	5/8/2023	10,000
	$ 445,500		**$ 428,431**

ST. HELENA
Local Governing Committee Budget v Actuals FY 24-25

Specify Use of Funds by Category/Vendor	Budgeted Amount	Date of Meeting when approved	Actual Expense
Grant Recipients			
GRANT-Marketing Admin Expense-Chamber	6,000	5/9/2024	6,000
GRANT-Destination Marketing-Chamber	199,000	5/9/2024	199,000
GRANT-Vine Trail	15,000	5/9/2024	15,000
Insurance			
D & O Liability	2,500	5/9/2024	2,356
Tax			
Tax fees	150	5/9/2024	-
Tax prep	1,500	5/9/2024	600
Legal and Tax			
Trademark logo renewal	1,385	5/9/2024	-
Addtl Logo trademark	1,500	5/9/2024	-
	$ 227,035		**$ 222,956**

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

CALISTOGA
Local Governing Committee Budget v Actuals FY 24-25

Specify Use of Funds by Category/Vendor	Budgeted Amount	Date of Meeting when approved	Actual Expense
Arts & Culture			
Calistoga Winegrowers		8/7/2024	30,000
Napa County Fair Association (Celebrate! NV)		11/6/2024	60,000
Solage Partners		8/21/2024	20,000
Calistoga Chamber of Commerce (Wellness Weekend)		2/5/2025	20,000
Napa County Fair Association, Inc.		5/7/2025	50,000
Brannan Center		5/7/2025	25,000
Calistoga Chamber of Commerce (Concerts in the Park)		5/7/2025	10,000
Calistoga Chamber of Commerce (Harvest Table)		5/7/2025	25,000
Capiel LLC			12,000
Destination Marketing			
Calistoga Chamber (Holly Hansen PR)		8/7/2024	48,000
Calistoga Chamber (UP Valley Coalition)		8/7/2024	20,000
Calistoga Chamber (Holiday Lights)		8/7/2024	27,500
Calistoga Chamber (Billboard)		11/6/2024	49,500
Calistoga Chamber (Vine Trail Adventures)		11/6/2024	15,000
Calistoga Chamber (Tractor Parade)		11/6/2024	20,000
Calistoga Vines Lessee			10,000
Capiel (Downtown signage refurbishment)		11/6/2024	15,000
Calistoga Chamber (Placer AI)		2/5/2025	28,000
Visitor Shuttle Subsidy			
Napa Valley Transportation Authority (NVTA)			22,500
Contract Services/Other			
Simple View (Lodging reservation system)			9,812
Supplies			14
Chamber of Commerce (admin/bookkeeping)			7,330
Up Valley Tax Service (tax return prep)			500
Federal Taxes			100
	$ -		$ 525,256

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

Appendix D

Visit Napa Valley

Background Information

"The NVTC shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report will include details of NVTID revenues received and expenditures for all governing entities, including the local governing committees. The revenues and expenditures of each governing committee shall be listed separately."

Management District Plan - § VI. Governance (C)

For the scope of this review, Napa County contracted with Visit Napa Valley (VNV) and the Napa Valley Tourism Corporation (NVTC) under Professional Services Agreement No. 250463B to provide marketing and tourism serving programs for the valley-wide portion of assessments allocated for that purpose under the Management District Plan. Under the agreement, the County is required to forward to NVTC/VNV 74% of the Napa Valley Tourism Improvement District (NVTID) assessment collected from Calistoga, St. Helena, Yountville, City of Napa, American Canyon, and the Unincorporated County.

Procedure #1: Obtained the audited financial statements from VNV.

Compare the Napa Valley Tourism Improvement District revenue from Visit Napa Valley's audited financial statements to the records maintained in the Napa County Auditor-Controller's Office. Investigate variances.

Results: **No exceptions noted after reconciliation of payments received by the Auditor-Controller after June 30, 2025 from the jurisdictions for FY 24-25..**

Annual Review
Napa Valley Tourism Improvement District
For Fiscal Year Ended June 30, 2025

Appendix E

Acronyms / Definitions

ACFR:	Annual Comprehensive Financial Report
Jurisdictions:	Cities of Calistoga, St. Helena, Napa, American Canyon, Town of Yountville, and Unincorporated Napa County
LGC:	Local Governing Committee – established by each Jurisdiction
NVTC:	Napa Valley Tourism Corporation – the Owners' Association of the Napa Valley Tourism Improvement District
NVTID:	Napa Valley Tourism Improvement District
Plan:	Management District Plan – the regulatory document for the collections and disbursements of the 2% assessment (TID) adopted by the County Board of Supervisors in 2010.
TID:	The 2% assessment collected by lodging facilities for the Tourism Improvement District (Jurisdiction)
TOT:	Transient Occupancy Tax
VNV:	Visit Napa Valley – the contractor providing marketing and tourism services

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-103

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 December 8, 2025 special meeting and December 9, 2025 regular meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Monday, December 8, 2025 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

SPECIAL MEETING

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Supervisor Belia Ramos led the assembly in the Pledge of Allegiance.

3. PUBLIC COMMENT

   None

4. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

   None

5. CLOSED SESSION

   A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Director of Child Support Services — **25-1875**

   Closed Session held. No reportable action.

   B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Director of Health and Human Services — **25-1873**

   Closed Session held. No reportable action.

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Director of Housing and Community Services **25-1874**

Closed Session held. No reportable action.

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Director of Library Services **25-1872**

Closed Session held. No reportable action.

E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Director of Planning, Building, and Environmental Services **25-1869**

Closed Session held. No reportable action.

F. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Director of Public Works **25-1876**

Closed Session held. No reportable action.

G. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Chief Probation Officer **25-1878**

Closed Session held. No reportable action.

H. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Public Defender **25-1871**

Closed Session held. No reportable action.

6. ADJOURNMENT

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

Tuesday, December 9, 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 Yvonne Baginski led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 25-242

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

4. CONSENT CALENDAR

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

Agricultural Commissioner

A. Approve and authorize Memorandum of Understanding No. 8704 with Napa County Resource Conservation District and other Members to reestablish a Napa Weed Management Area to support weed control activities and community engagement. (No Fiscal Impact) **25-1969**

Enactment No: A-8704

Auditor-Controller

B. Accept and file the quarterly report for the Napa County Housing Authority (Authority) for the quarter ended September 30, 2025. (No Fiscal Impact) **25-1900**

Clerk of the Board

C. Approval of minutes from the November 18, 2025 and November 25, 2025 regular meetings. (No Fiscal Impact) **25-102**

D. Appoint Todd Walker representing the General Public category to the Napa County Airport Land Use Commission with term of office to commence immediately and expire on May 7, 2029. (No Fiscal Impact) **25-1979**

E. Reappoint Mary G. Palmer, John Pearson, Devereaux Smith, and Dan J. Woodard, all representing Organization Concerned with Older Adults; Jay Kouba, representing District 3; Karen F. Lustig, representing District 4; and appoint Robin S. McKee-Cant, representing District 5, Carol Whichard, representing District 1; and Marianne Galvin, representing District 2, to the Napa County Commission on Aging with terms of office to commence immediately and expire on September 30, 2027. (No Fiscal Impact) **25-1982**

Correction Memorandum provided.

Corrections **25-1931**

F. Approve and authorize Amendment No. 3 to Agreement 210302B with Peterson Mechanical, Inc. to update the scope of work to add the Jail as a service location and to increase the maximum compensation from $281,100 to $305,485 for routine heating, ventilation, air conditioning maintenance services. (Fiscal Impact: $24,385 Expense; General Fund; Budgeted; Discretionary)

Enactment No: A-210302B Amend. 3

County Counsel **25-1965**

G. Approve recently amended conflict of interest code for the Napa County Groundwater Sustainability Agency. (No Fiscal Impact)

County Executive Office

H. Approve and authorize Section 115 Pension and OPEB Trust Investment Policy Statements with PFM Asset Management and receive a report of the Trust's performance. (No Fiscal Impact) **25-1833**

I. Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to Lideres Campesina's CampesinXmas Celebration to provide support and community benefit. (Fiscal Impact: $500 Expense; Budgeted; General Fund; Discretionary) **25-1980**

County Fire Department

J. Approve and authorize Amendment No. 1 to Agreement No. 250340B with Napa Communities Firewise Foundation to amend the fee structure and maximum contract amount. (No Fiscal Impact) **25-1387**

Enactment No: **A-250340B Amend. 1**

K. Approve and authorize Amendment No. 1 to Agreement No. 240187B with Matrix Consulting Group, Ltd., to extend to June 30, 2026 with no change in compensation to complete the fire organizational structure study. (No Fiscal Impact) **25-1848**

Enactment No: **A-240187B Amend. 1**

L. Approve and authorize Amendment No. 1 to Agreement No. 250413B with Napa Communities Firewise Foundation to amend the fee structure. (No Fiscal Impact) **25-1894**

Enactment No: **A-250413B Amend. 1**

M. Approve and authorize declared Capital Asset Nos. 26350, 27012, 27043, 27327, and 27330, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: Increased Revenue; Fire Fund; Budgeted; Discretionary) **25-1916**
[4/5 vote required]

Housing & Community Services

N. Approve and authorize Amendment No. 5 to Master Services Agreement No. 220376B with Partnership Health Plan for the County to provide Community Supports to certain Medi-Cal participants through December 2026. (No Fiscal Impact) **25-1896**

Enactment No: **A-220376B Amend. 5**

Human Resources – Division of CEO's Office

O. Approve and authorize an increase to the County's self-funded Dental Program rate for employees and retirees, effective January 1, 2026. (Fiscal Impact: $187,000 Expense; Fund dependent upon Department usage; Budgeted; Discretionary) **25-1909**

P. Adopt a Resolution establishing a Matching Employer Contribution for Management, Confidential, and Non-Classified Officers and Non-Classified employees, SEIU employees, and NCPPA employees, who are participants in Napa County's 401(a) Retirement Savings Plan during the 2026 calendar year. (Fiscal Impact: $82,100 Expense; Fund Dependent on Department Participation; Budgeted; Discretionary) **25-1918**

Enactment No: **R-2025-125**

Planning, Building and Environmental Services (PBES)

Q. Adopt a Resolution authorizing the submission of an application to the California Department of Resources Recycling and Recovery for a Waste Tire Enforcement Grant and authorize the Director of Planning, Building, and Environmental Services or designee to execute the necessary grant documents. (Fiscal Impact: $22,352 Revenue; General Fund; Budgeted; Discretionary) **25-1988**

Enactment No: **R-2025-126**

Public Works

R. Award a Construction Contract to MG West of San Francisco, CA in the amount of $309,260 for the "Napa Library Furniture Project," PW 25-21 and approve a Budget Amendment. (Fiscal Impact $404,260 Expense; Library Fund; Not Budgeted; Discretionary) **25-1856**
[4/5 vote required]

S. Approve and authorize disposal of nine county surplus vehicles to be sold at auction; approve and authorize purchase of capital equipment and competitive bid award to Jimmy Vasser Toyota for a 2025 Toyota Rav 4; and approve an associated Budget Amendment. (Fiscal Impact: $38,000 Expense and Increased Revenue; Fleet Fund - Replacement Vehicles; Not Budgeted; Discretionary) **25-1868**
[4/5 vote required]

T. Approve and authorize creation of Capital Improvement Project 26018 for the "Devlin Road Paving," RDS 25-50 project and approve a Budget Amendment. (Fiscal Impact: $300,000 Expense; Capital Improvement Fund; Not Budgeted; Discretionary) **25-1904**
[4/5 vote required]

U. Approve and authorize Agreement No. 260232B with the Napa Sanitation District to reimburse the District for construction costs and District administrative expenses; and approve a Budget Amendment for the "Pueblo Area Rehabilitation Project," RDS 26-01. (Fiscal Impact $3,050,000 Expense; Local Transportation Tax (T/U) Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1919**

Enactment No: A-260232B

V. Approve and authorize the Director of Public Works to execute Contract Change Order No. 2, to Agreement No. 260085B with W.R. Forde Associates, Inc., to increase the maximum compensation for the construction contract from $414,377 to $1,145,064 for the "Ridgecrest MPM 0.10," RDS 25-26 Project 25035; and approve a Budget Amendment. (Fiscal Impact $730,867 Expense; General Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1920**

Correction Memorandum provided.

W. Award a Construction Contract to AJM General for the "Atlas Peak Generator Replacement Project," PW 24-21. (Fiscal Impact: $104,542 Expense; Capital Improvement Fund; Budgeted; Discretionary) **25-1922**

X. 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] **25-1927**

Y. Approve the annual Traffic Mitigation Fee Program report pursuant to Government Code Section 66006(b) for Fiscal Year 2024-2025 in the Napa Valley Business Park Area, formerly Airport Industrial Area Specific Plan. (No Fiscal Impact) **25-1929**

Z. Adopt a Resolution approving amendments to the Measure U five-year work plan for County Roads. (No Fiscal Impact) **25-1937**

Enactment No: R-2025-127

AA. Approve and authorize Agreement No. 260238B with TRC Engineers, Inc. for a maximum compensation of $529,778 in support of the "Measure T Solano Avenue Pavement Repair Project," RDS 25-01. (Fiscal Impact: $529,778 Expense; Measure U; Budgeted; Discretionary) **25-1942**

Enactment No: A-260238B

AB. Approve and authorize creation of Capital Improvement Project 26020 for the "1127 First St Tenant Improvement Project" PW 26-13; and approve a Budget Amendment for design, plans specifications, project bidding services, and construction costs. (Fiscal Impact: $1,000,000 Expense; Capital Improvement Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1944**

Recorder/County Clerk

AC. Approve and authorize Agreement No. 260234B to contract with SecureOne Outsource Solutions, Inc. for indexing of vital record images prior to 1972; and approve a corresponding Budget Amendment. (Fiscal Impact: $107,139 Expense, Micrographics Special Revenue Fund, Not Budgeted, Discretionary) [4/5 vote required] **25-1954**

Enactment No: **A-260234B**

Sheriff

AD. Adopt a Resolution approving the Sheriff's Office to apply for and accept a grant award from the Fiscal Year 2026-27 Boating Safety and Enforcement Financial Aid Program. (Fiscal Impact: $308,150 Revenue; General Fund; Budgeted; Discretionary) **25-1831**

Enactment No: **R-2025-128**

AE. Approve and authorize Amendment No. 1 to Revenue Agreement No. 250324B for the provision of law enforcement services with the Napa Valley Community College District. (Fiscal Impact: $51,432 Revenue; General Fund; Budgeted; Discretionary) **25-1832**

Enactment No: **A-250324B Amend. 1**

AF. Approve and authorize Memorandum of Understanding No. 8087 with the cities of Napa, Calistoga, St. Helena, and the California Highway Patrol. (No Fiscal Impact) **25-1834**

Enactment No: **A-8087**

5. PUBLIC COMMENT

Twelve (12) people spoke during public comment.

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Belia Ramos reported on her time with her colleagues at various events including the California State Association of Counties (CSAC) conference. She mentioned the Reindeer Run in American Canyon in which there were 800 participants. The event is now on track to qualify as an official running event. There will be a District 5 Office Open House in American Canyon from 5:30pm to 7:30 pm on Wednesday, December 10, 2025. There will be an art contest from 4:30pm to 5:30pm. Supervisor Ramos referred a review of code changes regarding feral cats to the Chief Executive Officer. She then provided comments regarding airport noise concerns to members of the public. Lastly, she will be collecting food at the District 5 office for the District 5 Food Drive.

Supervisor Joelle Gallagher reported on concerns regarding animal enforcement and urges for review of existing County processes. Supervisor Gallagher will be hosting an Open House on Thursday, December 11, 2025 at 5:00pm at the Napa Valley Yacht Club. Lastly, Supervisor Gallagher congratulated Chair Anne Cottrell on winning the Statewide Service Award from CSAC.

Supervisor Liz Alessio thanked all the individuals who spoke during public comment. She requested the Sheriff's department work with the District Attorney's office regarding a public nuisance. Supervisor Alessio informed the public about what is CSAC. She also discussed the impacts of federal legislation H.R.1 on the health care industry starting January 1, 2026. Lastly, Supervisor Alessio congratulated Chair Anne Cottrell on her CSAC award and announced that on Saturday, December 13, 2025 the 19th annual Holiday Care Package drive for deployed service members from Operation With Love From Home will take place.

Vice-Chair Amber Manfree agreed on the review of the animal nuisance item as well as the airport noise complaint issue. She was pleased to see the number of public members at the listening session. Supervisor Manfree reported on a historic Tule fog event in California and urged the public to review the images available online. The Napa Berryessa Resort Improvement District (NBRID) will conduct a special tax election with a ballot deadline on January 20, 2026 and Vice-Chair Manfree informed the public on where to get additional information. Lastly, Vice-Chair Manfree reported on the Baseline Data Report (BDR) workshop series completion and her attendance at the CSAC conference.

Chair Anne Cottrell thanked various members of the public and staff for their comments. She also discussed her experience at CSAC and reported on the following events within the county: Yountville Tree Lighting; Saint Helena Barrel Tree Lighting; Calistoga Tractor Parade; George C. Yount Pioneer Cemetery and Veterans Home Cemetery Wreath Laying ceremonies on Saturday, December 13, 2025; and District 3 Open House at the Calistoga Branch of the Napa County Library from 6:00pm to 8:00pm.

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

8. ADMINISTRATIVE ITEMS

County Counsel

A. Approve and authorize Amendment No. 1 to Agreement No. 230460B extending the term of the employment contract for County Executive Officer, Ryan Alsop, through December 31, 2029; adopt a Resolution waiving $15,000 of the relocation incentive housing loan balance; and delegate authority to the Director of Housing and Community Services to execute a subordination agreement subordinating the relocation incentive housing loan to the primary residential loan for refinancing purposes. (Fiscal Impact: $15,000 Expense; General Fund; Budgeted; Mandatory) **25-2010**

Chief Human Resources Officer Christine Briceño made presentation.

Discussion held.

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

Enactment No: A-230460B Amend. 1; R-2025-129

Planning, Building and Environmental Services (PBES)

B. 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) **25-1847**

Planning, Building, and Environmental Services Supervising Planner Dana Morrison made presentation.

Two (2) people spoke during public comment.

Discussion held.

Direction provided to staff.

Public Works

C. Receive a presentation on the Countywide Transportation Plan from the Napa Valley Transportation Authority staff. (No Fiscal Impact) **25-1808**

Item moved to a future agenda.

9. PUBLIC HEARINGS

Napa County Groundwater Sustainability Agency

A. Adopt a Resolution to implement Groundwater Sustainability fees in the Napa Valley Subbasin, as authorized by Water Code § 10730 to support implementation of the Groundwater Sustainability Plan. (Fiscal Impact; $2,168,300 Revenue; Not Budgeted; GSA Fund; Discretionary) **25-1321**

Planning, Building, and Environmental Services Natural Resource Conservation Manager Jamison Crosby made presentation.

SCI Consulting Group Senior Consultant Ryan Aston made presentation.

Four (4) people spoke during public comment.

Discussion held.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Gallagher, Manfree, and Ramos**
Voting No:	**Alessio, and Cottrell**
Recused:	**None.**
Result:	**Passed**
Enactment No:	**R-2025-05 (NCGSA)**

Planning, Building and Environmental Services (PBES)

B. Introduction and consideration to adopt an Ordinance accepting 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 the adoption of a Resolution of Findings supporting the local amendments. (No Fiscal Impact) **25-1568**

Planning, Building and Environmental Services - Building Department Chief Building Official Dave Giudice made presentation.

Fire Marshal Jason Downs made presentation.

Discussion held.

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

Enactment No: O-1516; R-2025-130

C. Introduction and intent to adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending Napa County Code Chapter 6.18 (Keeping of Roosters) to address concerns regarding cockfighting and avian disease and Section 18.08.040 (Agriculture) of Chapter 18.08 (Definitions) relating to the raising and keeping of roosters. (No Fiscal Impact) **25-1788**

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

Agricultural Sealer of Weights and Measures Tracy Cleveland made presentation.

Napa County Sheriff Oscar Ortiz made presentation.

Three (3) people spoke during public comment.

Discussion held.

Direction provided to staff.

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

10. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957) **25-1938**
Title: Director of Corrections

Closed Session held. No reportable action.

11. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, DECEMBER 16, 2026 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:** 12/16/2025 | **File ID #:** 25-1455

TO: Board of Supervisors

FROM: Alexander Alarcon, Interim Director of Corrections

REPORT BY: Sue Kuss, Staff Services Manager

SUBJECT: Approve Agreement No. 260106B with Brightly Software, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 260106B with Brightly Software, Inc. to perform a Facility Condition Assessment and inventory assessment for the Napa County Detention Center. (Fiscal Impact: $19,772 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Detention Center began operations August 16, 2025. Because the building and its systems are new, the Department has an opportunity to create a preventative maintenance protocol that adheres to each component's manufacturer's specifications. The number and complexity of systems at the new facility requires attention to many details to stay current with recommended maintenance schedules. Best practice dictates conducting an inventory of all equipment, creating a database of recommended scheduled maintenance, tracking repairs and the useful life of assets.

The Corrections Department proposes to utilize Brightly Software Inc.'s (Brightly) facility management software to create an inventory of equipment (make/model/serial number) and track and alert staff to the need for scheduled preventive maintenance. The inventory system includes placing barcodes on major pieces of equipment that will help track equipment that has been repaired, the cost of the repair, and facilitate calculations of the estimated remaining useful life of equipment.

Requested Action:

1. Approve and authorize Agreement No. 260106B with Brightly Software, Inc. for the term of December 16, 2025-December 16, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	1400003-52490
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A facilities condition assessment and inventory will assist maintenance staff to perform preventive maintenance on schedule, minimize repairs, and maximize the useful life of each system/asset.
Is the general fund affected?	Yes
Future fiscal impact:	Future costs will be included in the department's budget
Consequences if not approved:	Building maintenance staff will need to track scheduled preventive maintenance manually.
Additional Information	Brightly Software Inc.'s facilities management software has been used by the Property Management Division of Public Works since 2017.
Strategic Initiative	Elevating 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.

Docusign Envelope ID: 090E8D47-DA01-4BDC-846B-FB97D784454F

`NAPA COUNTY AGREEMENT NO. 260106B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 16th day of December, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County" and "Customer," and BRIGHTLY SOFTWARE, INC a Delaware corporation, whose mailing address is 4242 Six Forks Road, Suite 1400, Raleigh, NC 27609, hereinafter referred to as "Consultant" and "Company."

RECITALS

WHEREAS, COUNTY wishes to obtain professional services authorized by Government Code section 31000 in order to perform facility condition assessment to support infrastructure capital and operations management and forecasting.

WHEREAS, CONSULTANT was selected to provide professional services without a competitive process because the contract amount is below the threshold for competition.

WHEREAS, 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 a reasonable amount of time following receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence a notification of breach of the contract. If Consultant is unable to remedy the breach using commercially reasonable efforts: (1) Consultant may terminate the Agreement in accordance with Section 2 and (Termination for Cause) (2) Consultant will refund the fees paid for the non-conforming portion of the professional services. Consultant excludes any warranty or liability for: noncompliance with instructions made available to the County; any cause outside of Consultant's control; modifications made by anyone other than Consultant or their authorized representatives; or use of or implementation of suggestions, recommendations, reports or other documents including their outcomes. This Section 1.4 states Consultant's entire liability and County's exclusive rights and remedy for warranty claims. Consultant makes no other warranty, express, implied, or statutory, about the professional services, including any warranties of merchantability or fitness for a particular purpose.

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 [RESERVED]

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 the effective date unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. [RESERVED]

2.3 Termination for Convenience. County may terminate all or any portion of the professional services offerings at its sole option and for its convenience, by giving 30 days prior

written notice of such termination to Consultant. The termination of the services 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 unaffected work necessary for the orderly filing of documents and closing of Consultant's 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 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 where the failure to timely perform was not related to County's obligations. If Consultant fails to satisfactorily cure a default within 30 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: [RESERVED]

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 included 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 NINETEEN THOUSAND

SEVEN HUNDRED SEVENTY-TWO DOLLARS ($19,772) provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. In the event that funds are not appropriated or otherwise made available to County, 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 liability, claims, actions, proceedings, losses, injuries, damages or expenses, including litigation costs and reasonable attorney's fees resulting from third party claims of personal injury (including death) or damage to property, to the extent caused by 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. In accordance with Section 5.1, Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Limitation of Liability. Consultant's aggregate liability for all claims under the Agreement is limited to the total fees paid under this Agreement; provided, however, this limitation will not apply to the extent liability cannot be limited or excluded according to applicable law. Even if foreseeable, Consultant will never be liable for: any indirect, incidental, consequential, special, exemplary, or punitive damages; interruption of operations; loss of use; contractual claims of third parties; or loss of revenue, profits, capital and interest, or anticipated savings. This Section 5.5 will exclusively govern Consultant's liability for all claims, costs, damages, and indemnities, regardless of the form of action, whether based in contract, statute, tort (including negligence) or otherwise.

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. Where applicable, 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 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. The parties shall indemnify and hold each other harmless from any liability it may incur to the United States or the State of California directly resulting from either party fails to pay or withhold, when due, all such taxes and obligations. If applicable where 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 30 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, the parties first agree to settle the dispute with the assistance of each party's senior leadership team members 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 financial 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 30 business days after written request by County, by providing copies of the requested records to County. 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 Dept. of Corrections Staff Services Analyst 2210 Napa-Vallejo Hwy Napa, CA 94558	Brightly Software Inc. Attn: General Counsel 4242 Six Forks Road, Suite 1400 Raleigh, NC 27609

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 specifically for County 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 promptly 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

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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 provided, however, Consultant may assign to an affiliate or an acquirer of all or substantially all of the business covered by the Agreement. Consultant may use affiliates and subcontractors to fulfill its obligations under this Agreement. Consultant will remain responsible for its obligations and those of its affiliates and subcontractors.. 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).

BRIGHTLY SOFWARE INC.

Signed by:
By Brian Benfer
BRIAN BENFER, Senior Vice President

Signed by:
By Saanchika Weerasinghe
SAANCHIKA WEERASINGHE, 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 By: *Corey S. Utsurogi* 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:_____

EXHIBIT A
SCOPE OF SERVICES

PREPARED FOR

Napa County ("Customer")
2210 Napa Vallejo Hwy
Napa, CA 94558

PREPARED BY

Brightly Software Inc
4242 Six Forks Road, Suite 1400
Raleigh, NC 27609

PUBLISHED ON

November 06, 2025

Q-440427

- Omnia Partners Contract Number R210702
- https://www.omniapartners.com/suppliers/brightly/public-sector

Facility Condition Assessment Scope of Work

Summary:

Company wishes to engage Partner to provide certain professional services to its Customer. These professional services include:

Company's facility condition assessment (FCA) is a visual assessment evaluating the facility systems and system components based on the following Standard Scope of Work (SOW). This FCA service will collect data on major facility systems, system components and individual assets, as well as provide narratives that summarize assessment observations and comments. Major systems and system component data will flow into Company's Capital Predictor solution to create and inform predictive funding scenarios and reports. An inventory of individual assets will be gathered to

track preventive and reactive work orders against.

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and Preventive Maintenance Schedule Creation. Our methodology provides you with confidence to make better data-driven decisions on both short-term and long-term capital investment needs of your organization.

In Scope:

The items below will be considered in scope of this SOW.

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview Customer's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exists.
- Inventory all major building assets including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

- Detailed data collection of individual assets will be captured to build an asset inventory which will be imported into Company's Asset Essentials CMMS as defined in the System/Asset/Component table below.
- A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's Asset
  Essentials CMMS to inform the Capital Predictor solution as defined in the Asset Inventory and System table below.
  - HVAC equipment items only will also be tracked in the capital forecast as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System in the capital forecast.
  - All other major systems will be collected at the system component level.

Asset Inventory and Systems Table

The following table defines the standard SOW that will be followed to capture the asset data used to build the Asset Inventory, which will be imported into the Asset Essentials Solution as well as the system component data that will be imported into Asset Essentials to inform the funding scenarios and reports in Capital Predictor.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected as an individual asset, including attributes such as model/serial number when available and accessible. Individual assets cannot be included in Capital Predictor.
- System = Major top-level facility and/or mechanical systems, location will correspond to the associated building structure.
- System Component = Individual instances of a System, allowing multiple instances of a single system to be tracked with independent replacement cycles and cost. System Components cannot be used on work orders or PM schedules.

System	Individual or System Level Capture	Component Represented in Capital Predictor? (Y/N)	Asset Included in Asset Inventory? (Y/N)	Comments
Exterior Systems				
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	Yes	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	Yes	Yes	Exterior Doors Only
Emergency Generators	Individual	Yes	Yes	Must be Permanently Installed, does not include mobile units

Main Distribution Panels	Individual	Yes	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	Yes	Yes	
Switchgear	Individual	Yes	Yes	
Transformers	Individual	Yes	Yes	Primary Service to Building (Must be Customer Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	Yes	Yes	
Commercial Trash Compactors	Individual	Yes	Yes	Customer-Owned, Permanently installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	Yes	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				

Eyewash / Safety Showers	Individual	Yes	Yes	Permanently Installed Items
Fire Pump	Individual	Yes	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	Yes	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	No	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential

Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise, it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on Customer supplied data and/or drawings only. ***No visual capture**.
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on Customer supplied data and/or drawings only. ***No visual capture**.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on Customer supplied data and/or drawings only. ***No visual capture**.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	

Kitchen				
Dishwashers	Individual	Yes	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	Yes	Yes	
Grease Traps	Individual	Yes	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	Yes	Yes	Valued above $2,000
Oven, Stoves	Individual	Yes	Yes	
Refrigerator (Walk In, Reach In)	Individual	Yes	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	Yes	Yes	Valued above $2,000
Countertop Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
Plumbing				
Domestic Hot Water Heaters	Individual	Yes	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	Yes	Yes	1 HP and above
Hot Water Storage Tank	Individual	Yes	Yes	
Main Backflow Preventer	Individual	Yes	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	Yes	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	

Parking, Paving, Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	Yes	Yes	
Elevators	Individual	Yes	Yes	
Escalators	Individual	Yes	Yes	

For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	**Capital Forecasting Data Population (Y/N)**	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**
Equipment Item Number	Y	N	Y*
	Work & Asset Management Data Population (Y/N)	**Capital Forecasting Data Population (Y/N)**	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**

			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	Y	Y	N* Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	Y	Y	Y
Classification/Type	Y	N	N
Unit of Measure	Y	Y	Y
Quantity	Y	Y	Y
Unit Cost	Y	Y	Y
Manu/Model/Serial Numbers	Y	N	N* Will be included on Individual Equipment Record
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
	Work & Asset Management Data Population (Y/N)	**Capital Forecasting Data Population (Y/N)**	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**

Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty-year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating

Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary

blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Deliverables:

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/System Component replacement costs and dates
- Import asset inventory into Company's Asset Essentials CMMS for preventive and reactive work tracking
- Import of System Component detail into Customer's Company Asset Essentials CMMS to inform funding scenarios and forecast reports in Company's Capital Predictor capital forecasting solution

Acceptance Process:

- Customer will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
- If Data is not reviewed within the 15-business day period, Company will assume that the Data provided by the Company Service Provider is approved and will load into the Customer's software.

Assumptions:

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required, this is subject to additional costs depending upon the number of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.

- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Customer Responsibility

1. Customer will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from Customer drawings or spreadsheets must be provided to the Company Service Provider within 10 business days of completion of onsite activity.
3. Customer will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 10 business days or unless otherwise determined.
4. If Data is not reviewed within the 10-business day period Company will assume that the Data provided by the Company Service Provider is approved and will load into the Customer's software.
5. Customer will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Customer will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required Customer will notify Company and/or Company Service Provider in advance of onsite.
7. Customer will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they can conduct a visual assessment.
8. Customer will ensure that the Company Service Provider is granted accessibility to Company Software, for Customers with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Customer will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.

Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Project Schedule:

- Project kick-off with project coordinator or project manager. Verification of location, contact(s) and square footage data and Customer is asked to verify and send back spreadsheet
- Customer sends back spreadsheet to Company

- Company initiates Partner project for on-site visit
- Partner co-ordinates with Customer for on-site visit
- Partner conducts on-site visit and gathers data and condition
- Draft of FCA asset list data is sent to Customer for review
- Acceptance process
- Company imports data into Company asset management system

On average the transpired time is 6-12 months. However, this is dependent on the complexity of a particular project.

Rates:

Vary based on industry along with type of facility being assessed. Pricing is based per square foot with the number of physical buildings and sites being a determining factor.

Invoicing:

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with Customer, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with Customer first day of onsite, acquisition of data to Scope of Work at all locations included in project and closing meeting at end of on-site activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/Data Gathering) to Customer.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Facility Condition Assessment Scope of Work – Correctional Facility Adder

Brightly's (Company) facility condition assessment (FCA) is a visual assessment evaluating the facility systems based upon Company's Standard Scope of Work (SOW). The inclusion of correctional facility building structures will follow the standard scope of work unless otherwise determined. This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Customer include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Customers, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging Company's PM Schedule Creation service, Company customers are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Customer
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Customer to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the customer within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the customer must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Customer to determine the start date, frequency and load balancing based upon customer staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Customer's Work & Asset Management solution as "Inactive".

Assumptions

- Customer will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliveriable Acceptance Form to the customer to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:

- Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the customer to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the customer's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%

Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
B. Proposal expires in sixty (60) days.
C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.

D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.

E. Payment terms: Net 30
F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.

G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.

H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.

I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.

J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.

L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Professional Services:

A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms).

B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.

C. **Scheduling**. Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.

D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and

(iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

F. **Incidental Expenses**. Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

Additional information

A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
B. Billing frequency other than annual is subject to additional processing fees.
C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-440427 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
D. Brightly Software, Inc. can provide evidence of insurance upon request.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Professional Services		
Item	**Pricing Based On**	**Investment**
Facility Condition Assessment	109,000.00 Sq. Ft.	12,814.04 USD
Correctional Facility Adder	109,000.00 Sq. Ft.	3,489.09 USD
PM Schedule Creation	109,000.00 Sq. Ft.	1,734.19 USD
Equipment Barcode Tagging	109,000.00 Sq. Ft.	1,734.19 USD
		Subtotal: 19,771.51 USD
Total Investment		**19,771.51 USD**

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 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 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. [RESERVED]

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. [RESERVED]

C.5 Deductibles/Retentions. [RESERVED]

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:** 12/16/2025 | **File ID #:** 25-1958

TO: Board of Supervisors

FROM: Alexander Alarcon, Interim Director of Corrections

REPORT BY: Sue Kuss, Staff Services Manager

SUBJECT: Amendment No. 2 to Professional Services Agreement No. 250334B

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 250334B with Smart Communications Holding, LLC, to add contract language to conform to State of California leased revenue bond requirements. (No Fiscal Impact)

BACKGROUND

The State of California pledged $22.8 million in funding for the construction of the replacement jail through SB 844 ($20 million) and SB 863 (2.8 million) legislation. On November 5, 2025, the State of California closed on its 2025 Series C tax-exempt Leased Revenue Bond sale to support these two legislative commitments for Napa County and other projects throughout the state. The Series C issuance partially funded the construction of the new $133 million Napa County detention facility.

As part of the Due Diligence process preceding the sale of the bonds, the State's bond counsel reviewed contracts that the Corrections Department currently had in effect and reviewed services the department intended to contract for in the future. Some vendors were deemed to have a third-party interest in the facility. In instances when a third-party interest may exist, the State provided staff with boilerplate language to incorporate in its contracts. The purpose of the new clauses is to allow the State Public Works Board, Board of State and Community Corrections (BSCC), or the County of Napa to cancel the contract, without cause or penalty, with 50 days' notice. In addition to the vendor and County signing the contract, a representative of the State Public Works Board and BSCC must also sign the agreement. Per the direction from the State Department of Finance, the State signatories must be last to sign.

State Bond Counsel determined that the new clauses ought to be included in the contract with Smart Communications Holding, LLC. Smart Communications provides communications services for incarcerated

persons. Amendment No. 2 is presented today for the sole purpose of incorporating the required State language in the contract.

The Corrections Department will bring additional agreements to the Board for approval to satisfy this new State requirement.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	The County of Napa will not be in compliance with State Leased Revenue Bond requirements.
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.

AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 250334B

THIS SECOND AMENDMENT to Agreement No. 250334B is made this 16 day of December 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as ("CUSTOMER") and Smart Communications Holding, LLC, a Florida corporation, whose business address is 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "PROVIDER";

WHEREAS, on February 25, 2025, CUSTOMER engaged PROVIDER in Agreement No. 250334B to provide for the Napa County Department of Corrections and Juvenile Hall (the "Agreement"); and

WHEREAS, on May 6, 2025, the Agreement was amended in Amendment No. 1 to reflect the actual interstate telephone rates in compliance with California Public Utilities Commission (PUC) regulations at $0.07 per minute; and

WHEREAS, the Parties now desire to amend Agreement No. 250334B to add clauses required by the California State Public Works Board and Board of State and Community Corrections;

TERMS

NOW, THEREFORE, the parties agree to amend Agreement No. 250334B as follows:

1. A section titled "**State Bond Requirements**" and paragraph 113 shall be added to the contract.

113. Notwithstanding anything in this Agreement the parties agree:

(a) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2025 Series C (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Napa and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

(b) This Agreement is subject to the review and written consent of the State Public Works Board and Board of State and Community Corrections prior to execution, as is any amendment or modification thereto; and

(c) This Agreement shall be terminable by the County of Napa, BSCC, or at the direction of the State Public Works Board upon fifty (50) days' written notice, without penalty or cause.

2. All other terms and conditions of Agreement No. 250334b and any written Amendment hereto, not inconsistent with this Amendment, shall remain in full force and effect.

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

SMART COMMUNICATIONS HOLDING, LLC

By_____
JON LOGAN, CEO

By_____
DAVID GANN, General Counsel

"CONTRACTOR'

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Corey S. Utsurogi* County Counsel Date: 10/30/25	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: _____

CONSENTED TO:

CONSENT AND APPROVAL
STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
KOREEN H. VAN RAVENHORST
Deputy Director

Date: _____

Board of State and Community Corrections

_____
AARON R. MAGUIRE
Executive Officer

Date: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1923

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Ryan FitzGerald, Deputy County Counsel III

SUBJECT: Amending Napa County Assessment Appeals Board Local Rules

RECOMMENDATION

Adopt a Resolution amending the Napa County Assessment Appeals Board (AAB) Local Rules to allow assessees to file Assessment Appeal Applications electronically; to allow the AAB to set its annual calendar before its January meeting; and to clarify the AAB Clerk's discretion to approve or deny requests for remote hearings. (No Fiscal Impact)

BACKGROUND

In April 2018, the Board of Supervisors adopted Ordinance No. 1428, adding a new Chapter 2.49 to establish an Assessment Appeals Board (AAB), a quasi-judicial meeting body that hears and adjudicates property assessment appeals. The Board also adopted Resolution No. 2018-48, which created the Local Rules to govern the procedures of the AAB, pursuant to Article XIII, section 16 of the California Constitution.

Amendments to the Local Rules are periodically made to address specific functions and efficiencies pertaining to the processing of assessment appeals. Some previous amendments to the Local Rules pertained to allowing remote hearing attendance and the introduction of a process to elect a Chair and Vice Chair.

The County is under contract with Megabyte Systems Solutions to build a web client to accept electronic versions of Assessment Appeal Applications. The web client is expected to be operational in early 2026, but the current Local Rules only allow for hard copy Assessment Appeal Applications.

The proposed amendments include allowing for the electronic signing and submission of Assessment Appeal Applications; the timing of when the AAB adopts its annual meeting calendar, which is made less restrictive so long as the calendar is adopted on or before the AAB's January meeting; and clarifying that the AAB Clerk has discretion to approve or deny requests for remote hearings.

During its December 4, 2025 meeting, the AAB voted unanimously in favor of the proposed changes to the Local Rules.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without this amendment, assessees will not be allowed to use the web client built by Megabyte Systems Solutions to submit Assessment Appeal Applications electronically; the AAB would not have the flexibility of adopting their annual meeting calendar prior to January; and the AAB Clerk would have less discretion to approve or deny requests for remove hearings.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE LOCAL RULES FOR THE NAPA COUNTY ASSESSMENT APPEALS BOARD TO ALLOW FOR ELECTRONIC FILING OF ASSESSMENT APPEAL APPLICATIONS AND OTHER CLEAN-UP ITEMS

WHEREAS, on February 27, 2018, the Napa County Board of Supervisors ("Board") established an Assessment Appeals Board ("AAB") pursuant to Article XIII Section 16 of the California Constitution; and

WHEREAS, on April 24, 2018, the Board adopted Resolution No. 2018-48, which established local rules and procedures governing assessment appeals heard by the AAB, pursuant to Article XIII Section 16 of the California Constitution; and

WHEREAS, on September 22, 2020, the Board adopted Resolution No. 2020-119, which added Rule 17a to the Local AAB Rules to allow parties to participate in AAB hearings remotely during the local health emergency caused by the coronavirus pandemic and thereafter at the discretion of the Clerk of the AAB; and

WHEREAS, there is a need to amend the Local AAB Rules to allow for electronic filing of assessment appeal applications; and

WHEREAS, upon review of the Local AAB Rules in preparation for this amendment, Clerk of the AAB staff and County Counsel identified two clean-up items which would improve the AAB's calendaring process and provide greater clarity regarding the Clerk of the AAB's discretion under Rule 17a; and

WHEREAS, on December 4, 2025, the AAB considered the proposed amendments to the AAB rules and unanimously supported their adoption by the Board.

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

1. The Napa County Board of Supervisors adopts the amended Local AAB Rules, attached hereto as Exhibit "A," which replaces the previous Local AAB Rules.

2. This Resolution shall become effective upon adoption.

[*Rest of Page Intentionally Left Blank*]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 16th day of December, 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: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: December 8, 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

NAPA COUNTY ASSESSMENT APPEALS BOARD

LOCAL RULES

Article XIII, section 16 of the California Constitution, provides a county board of supervisors with the authority to adopt local rules relating to noticing and other procedures required to facilitate the work of a county's Assessment Appeals Board. The Napa County Board of Supervisors adopted the local rules set forth in this handbook pursuant to this constitutional authority.

State regulations regarding the conduct of Assessment Appeals Board hearings are set forth in Title 18 of the California Code of Regulations (commonly known as the Property Tax Rules). The Board of Supervisors enacted its local rules by adopting Property Tax Rules 301 through 326, modifying each rule where appropriate.

The Napa County Board of Supervisors formed the Assessment Appeals Board to hear and determine applications made by property owners and other affected persons for changes in the assessed value of their property. The rules and procedures contained herein summarize the rights and obligations of a person who applies for a change in the assessed value of property. However, it does not constitute an exhaustive explanation of the law. For that purpose, you are advised to consult a private attorney. It is the obligation of the Assessment Appeals Board to equalize the assessed values of property. In fulfilling its obligation the Assessment Appeals Board may, based upon evidence presented at the hearing, raise, lower, or leave unchanged the assessed value of property.

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Rule No. 1. DEFINITIONS AND GENERAL PROVISIONS.

Reference: Revenue and Taxation Code Sections 110, 110.1, 110.5, 1601, 1603 et seq.
Government Code Section 31000.6.

The provisions set forth in this Rule govern the construction of Napa County Assessment Appeals Board Local Rules.

A. "County" is Napa County.

B. "Assessor" is the assessor of the County.

C. "Auditor" is the auditor of the County.

D. "Board" or "AAB" is the Assessment Appeals Board of the County.

E. "Chair" is the chair of the Assessment Appeals Board.

F. "Clerk" is the clerk of the Assessment Appeals Board.

G. "Person affected" or "party affected" is any person or entity having a direct economic interest in the payment of property taxes on the property for the valuation date that is the subject of the proceedings under this section. "Person affected" or "party affected" shall include the property owner, a lessee required by the property lease to pay the property taxes, and a property owner who acquires an ownership interest after the lien date if the new owner is also responsible for payment of property taxes for the lien date that is the subject of the application.

H. "Application" is the completed Assessment Appeal Application form filed with the Clerk of the Assessment Appeals Board.

I. "Applicant" means a taxpayer that has filed an Assessment Appeal Application form with the Clerk.

J. "Full cash value" or "fair market value" is the value provided in sections 110 and 110.1 of the Revenue and Taxation Code.

K. "Restricted value" is a value standard other than full cash value prescribed by the Constitution or by statute authorized by the Constitution.

L. "Full value" is either the full cash value or the restricted value.

M. "Equalization" is the determination by the Board of the correct full value for the property that is the subject of the hearing.

N. "County legal advisor" is the County Counsel of the County, or outside counsel specifically retained to advise the Board.

O. "Authorized agent" is one who is directly authorized by the applicant to represent the applicant in an assessment appeals proceeding.

P. "Days" means calendar days.

Rule No. 2. THE BOARD'S FUNCTION AND JURISDICTION.
Reference: Revenue and Taxation Code Sections 531.1, 1603, 1604, 1605.5.

A. The functions of the Board are:

(1) To lower, sustain, or increase upon application, or to increase after giving notice when no application has been filed, individual assessments in order to equalize assessments on the local tax assessment roll;

(2) To determine the full value and, where appealed, the base year value of the property that is the subject of the hearing;

(3) To hear and decide penalty assessments, and to review, equalize and adjust escaped assessments on that roll except escaped assessments made pursuant to Revenue and Taxation Code section 531.1;

(4) To determine the classification of the property that is the subject of the hearing, including classifications within the general classifications of real property, improvements, and personal property. Such classifications may result in the property so classified being exempt from property taxation, or reclassified to assessable property;

(5) To determine the allocation of value to property that is the subject of the hearing; and

(6) To exercise the powers specified in sections 1605.5 of the Revenue and Taxation Code.

B. Except as provided in subsection (A)(4), the Board has no jurisdiction to grant or deny exemptions or to consider allegations that claims for exemption from property taxes have been improperly denied.

C. The Board acts in a quasi-judicial capacity and renders its decision only on the basis of proper evidence presented at the hearing.

Rule No. 2a. TRAINING.
Reference: Revenue and Taxation Code Section 1624.01

A. To ensure that the members of the Board are knowledgeable of the statutes, rules, policies, and administrative procedures within their jurisdiction, all members are required to complete a training course prescribed by State Board of Equalization.

B. Every person newly appointed as a member of the Board shall successfully complete training conducted by the State Board of Equalization prior to the commencement of his or her term on the Board or as soon as is reasonably possible within one (1) year thereafter. A member who does not complete this mandated training as stated above shall complete the training within sixty (60) days of the date of the notice by the Clerk advising the member that their failure to complete the training constitutes resignation by operation of law. If the member fails to comply within the 60-day period, the member shall be deemed to have resigned the position on the Board. A Board member may continue to retain his or her position on the Board in order to complete all appeal hearings to which the member is assigned and which commenced prior to the date of resignation.

Rule No. 3. APPLICATION.

Reference: Revenue and Taxation Code Sections 51, 166, 170, 408.1, 469, 619, 1603, 1603.5, 1604, 1605, 1636, 5097, and 5097.02. Government Code Section 25105.5.

No change in an assessment sought by a person affected shall be made unless the following application procedure is followed:

A. **ELIGIBLE PERSONS.**

(1) An application is filed by a person affected or the person's agent, or a relative mentioned in Rule No. 20 and/or State Property Tax Rule No. 317. If the application is made by an agent, other than an authorized attorney licensed to practice in this state who has been retained and authorized by the applicant to file the application, written authorization to so act must be filed with the application. For purposes of signing an application on behalf of an applicant, an agent shall be deemed to have been duly authorized if the applicant's written agent authorization is on the application or attached to each application at the time it is filed with the Board. The attached authorization shall include the following:

(a) The date the authorization statement is executed;

(b) A statement to the effect that the agent is authorized to sign and file applications in the specific calendar year in which the application is filed;

(c) The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located in Napa County;

(d) The name, address, and telephone number of the specific agent who is authorized to represent the applicant;

(e) The applicant's original signature and title. This includes electronic signatures; and

(f) A statement that the agent will provide the applicant with a copy of the application.

(2) ~~If a photocopy of the original authorization is attached to the application, the agent shall submit an original signed authorization within 14 days of submittal of the application~~. The application form shall show that the agent's authorization was attached to the application. An agent must have authorization to file an application at the time the application is filed; retroactive authorizations are not permitted.

(3) If the applicant is a corporation, limited partnership, or a limited liability company, the agent authorization must be signed by an officer or authorized employee of the business entity.

B. **SIGNATURE AND VERIFICATION.** The application shall be in writing and signed by the applicant or the applicant's agent with declaration under penalty of perjury that the statements made in the application are true and that the person signing the application is one of the following:

(1) The person affected, a relative mentioned in Rule No. 20 and/or State Property Tax Rule No. 317, an officer of a corporation, or an employee of a corporation who has been designated in writing by the board of directors or corporate officer to represent the corporation on property tax matters;

(2) An agent authorized by the applicant as indicated in the agent's authorization portion of the application;

(3) An attorney licensed to practice law in this state who has been retained by the applicant and who has been authorized by the applicant, prior to the time the application is filed, to file the application.

C. **FORM AND CONTENTS.** The county shall provide application forms free of charge. All applications must be made on these forms. Unless specifically authorized by the Clerk, a separate application must be filed for each parcel of real property and for each assessment of personal (unsecured) property. In the event that an entire subsection is appealing values and each parcel has identical information the clerk shall authorize a single appeal for that subsection.

(1) The application shall require that the applicant provide the following information:

(a) The name and address of the applicant.

(b) The name and address of the applicant's agent, if any. If the applicant is represented by an agent, both the applicant's actual mailing address and the agent's mailing address shall be provided on the application.

(c) The applicant's written authorization for an agent, if any, to act on the applicant's behalf.

(d) The parcel number and a description of the property that is the subject of the application sufficient to identify it on the assessment roll.

(e) The applicant's opinion of the value of the property on the valuation date of the assessment year in issue.

(f) The roll value on which the assessment of the property was based.

(g) The facts relied upon to support the claim that the Board should order a change in the assessed value, base year value, or classification of the subject property. The amount of the tax or the amount of an assessed value increase shall not constitute facts sufficient to warrant a change in assessed values.

(2) The form shall also include:

(a) A notice that a list of property transfers within the County that have occurred within the preceding two-year period is open to inspection at the assessor's office to the applicant upon payment of a fee.

(b) A notice that written findings of fact will be prepared by the Board upon request if the applicable fee is paid. An appropriate place for the applicant to make the request shall be provided.

(3) An application may include one or more reasons for filing the application. An application may include both property on the secured roll and property on the unsecured roll if related to the same APN.

(4) An application that includes the correct information required by subsection (1) is valid and no additional information shall be required of the applicant on the application form.

(5) If an application for appeal of property subject to an escape assessment resulting from an audit conducted by the county assessor, then all property, both real and personal, of the applicant at the same profession, trade, or business location shall be subject to review, equalization, and adjustment by the Board. An application may not be filed for property that has previously been equalized for the year in question.

(6) If a duplicate application (as defined in Revenue and Taxation Code Section 1603.5) is filed, the Clerk may accept only the first application filed and may reject any duplicate application.

D. **TIME OF FILING.**

(1) An application appealing a regular assessment shall be filed with the Clerk during the regular filing period beginning July 2 but no later than November 30. A regular assessment is one placed on the assessment roll for the most recent lien date, prior to the closing of that assessment roll.

(2) Applications with an original signature must be filed with the Clerk between July 2 and November 30. If hand delivered, the application must reach the Clerk's office before 5:00 p.m. on November 30. If mailed, the application must be postmarked no later than November 30. The address is: Clerk of the ~~Board of Supervisors~~Assessment Appeals Board, 1195 Third Street, Suite 310, Napa, California 94559-3082. If filing electronically, the application must be submitted by 5:00 p.m. on November 30 through the Napa County web portal that can be found at https://www.napacounty.gov/1415/Assessment-Appeals. ~~Applications are not accepted by facsimile or other form of electronic transmission.~~

(3) An application for a reduction in assessment made outside the regular assessment period submitted pursuant to Revenue & Taxation Code § 1603(a) is required to be filed no later than 60 days after the date of mailing printed on the tax bill or postmark therefor, whichever is later.

(4) The tax bill shall fulfill the requirement of written notice of assessment for assessments made outside the regular assessment period.

(5) An application appealing a proposed reassessment made for property damaged by misfortune or calamity pursuant to section 170 of the Revenue and Taxation Code must be filed with the Clerk no later than six months after the date of mailing of the notice of proposed reassessment by the assessor. The decision of the Board regarding the damaged value of property shall be final; however, the decision regarding the reassessment made pursuant to section 170 shall create no presumption regarding the value of the property subsequent to the date of the damage.

(6) An application may be filed within 60 days of receipt of a notice of assessment or within 60 days of the mailing of a tax bill, whichever is earlier, when the taxpayer does not receive the notice of assessment described in section 619 of the Revenue and Taxation Code at least 15 calendar days prior to the close of the regular filing period. The application must be filed with an affidavit from the applicant declaring under penalty of perjury that the notice was not timely received.

(7) A completed application will be deemed to have been timely filed:

(a) If it is sent by U.S. mail, properly addressed with postage prepaid and is postmarked on the last day of the filing period or earlier within such period; ~~or~~

(b) If proof satisfactory to the Board establishes that the mailing occurred on the last day of the filing period or within such period. Any statement or affidavit made by an applicant asserting such a timely filing must be made within one year of the last day of the filing period~~.~~;

(c) If filed electronically by 5:00 p.m. on the last day of the filing period; or

(d) If submitted in person by 5:00 p.m. on the last day of the filing period.

(8) An application filed by mail that bears both a private business postage meter postmark date and a U.S. Postal Service postmark date will be deemed to have been filed on the

date that is the same as the U.S. Postal Service postmarked date, even if the private business postage meter date is the earlier of the two postmarked dates. If the last day of the filing period falls on Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be deemed timely filed. If the county's offices are closed for business prior to 5:00 p.m. or for the entire day on which the deadline for filing falls, that day shall be considered a legal holiday.

(9) Except as provided in sections 1603 and 1605 of the Revenue and Taxation Code, the Board has no jurisdiction to hear an application unless filed within the time periods specified above.

(10) An application filed without the required filing fee will be deemed invalid and shall not be accepted by the Board. Prompt notice that the application is invalid will be given by the Clerk to the applicant, and where applicable, the applicant's agent. An applicant or the applicant's agent who received notice shall be given 14 days to submit the required filing fee in order to cure the invalid application.

E. **AMENDMENTS AND CORRECTIONS.**

(1) An applicant or an applicant's agent may amend an application until 5:00 p.m. on the last day upon which the application might have been timely filed.

(2) After the filing period has expired:

(a) Except as provided in Rule 3a, an application that does not include the information required by subsection (C)(1) of this Rule is invalid and shall not be accepted by the Board. Notice that an application is invalid shall be given by the Clerk to the applicant and, where applicable, the applicant's agent. An applicant or the applicant's agent who has received notice shall refile within the appropriate filing period, or shall correct any errors and/or omissions within 14 days after notice was given that it is incomplete. Disputes concerning the validity of an application shall be resolved by the Board in a validity hearing described in Rule 3a.

(b) The applicant or the applicant's agent may amend an application provided that the effect of the amendment is not to request relief additional to, or different in nature from, that originally requested.

(c) Upon request of the applicant or the applicant's agent, the Board, in its discretion, may allow the applicant or the applicant's agent to make amendments to the application in addition to those specified in subsections (a) and (b) to state additional facts claimed to require a reduction of the assessment that is the subject of the application.

(i) The applicant or the applicant's agent shall state the reasons for the request, which shall be made in writing and filed with the Clerk of the Board prior to any scheduled hearing, or may be made orally at the hearing. If made in writing, the Clerk shall provide a copy to the assessor upon receipt of the request.

(ii) As a condition to granting a request to amend an application, the Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code.

(iii) If a request to amend is granted, and upon the request of the assessor, the hearing on the matter shall be continued by the Board for no less than 45 days, unless the parties mutually agree to a different period of time.

(iv) An applicant or an applicant's agent shall be permitted to present testimony and other evidence at the hearing to support a full value that may be different from the opinion of value stated on the application. The presentation of such testimony or other evidence shall not be considered a request to amend or an amendment to the application.

F. **CLAIM FOR REFUND.** If a valid application is designated as a claim for refund pursuant to section 5097 of the Revenue and Taxation Code, the applicant shall be deemed to have challenged each finding of the Board and to have satisfied the requirements of section 5097.02 of the Revenue and Taxation Code.

G. **CONSOLIDATION OF APPLICATIONS.** The Board on its own motion or on a timely request of the applicant(s) or the assessor may consolidate applications when the applications present the same or substantially related issues of valuation, law, or fact. If applications are consolidated, the Board shall notify all parties of the consolidation.

Rule No. 3a. VALIDITY AND JURISDICTIONAL HEARINGS.

A. **VALIDITY HEARING.** When the Clerk determines that an application is incomplete and the applicant does not remedy the deficiency after the Clerk provides notice of its incompleteness under Rule 3(E)(2)(a), the application will be deemed invalid. Within 14 days after the date set forth in the notice of the Clerk for the applicant to remedy any deficiency, the applicant may request a hearing before the Board to determine the validity of the application. After receiving a request for a Validity Hearing, the Clerk shall set the matter for a hearing solely on the question of the validity of the application. The Clerk is entitled to a presumption that the Clerk's determination is correct, but an applicant may present evidence to rebut the presumption or to establish an exception to the requirements of Rule 3 based on the circumstances. If the Board determines that the evidence presented at the validity hearing demonstrates that the application is complete, or that a valid exception to Rule 3 exists based on the circumstances, the Board will declare the application complete and the application will be scheduled for a hearing on the merits of the appeal at a future date. The Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code. If the Board determines that the Clerk's determination was correct and the application was not complete, the Board will deny the application as incomplete and the case will be closed. A denial based on an incomplete application shall be considered a final determination by the Board.

B. **JURISDICTIONAL HEARING.** The Board does not have jurisdiction to hear an appeal filed after the deadlines established by the Revenue and Taxation Code. When any

application is received by mail or personal delivery on a date that is after that application's applicable filing deadline, the Clerk shall promptly notify the applicant or applicant's agent of the untimely filing status. The Clerk's notice shall contain an explanation of the untimely filing, a notice of the availability of a jurisdictional hearing before the Board, and a warning that unless a request for a jurisdictional hearing is made within 14 days from the date of the Clerk's notice, the application will be deemed invalid. If, within 14 days from the notice of the Clerk, the applicant presents evidence to the Clerk relating to the timeliness of the application and requests a jurisdictional hearing, the Clerk shall schedule a jurisdictional hearing on the timeliness of the application and will provide the applicant and the Assessor with notice of the date and time for the jurisdictional hearing. If the Board determines that the evidence presented at the jurisdictional hearing demonstrates that the application was filed within the appropriate time requirements, the Board will declare the application timely filed and the application will be scheduled for a hearing on the merits of the appeal at a future date. The Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code. If the Board determines that the application was not filed within the appropriate time requirements, the Board will deny the application for lack of jurisdiction to hear the application on the merits and the case will be closed. A denial based on an untimely application shall be considered a final determination by the Board.

Rule No. 4. EXCHANGE OF INFORMATION.

Authority: Government Code Section 15606(c).
Reference: Revenue and Taxation Code Sections 408, 441, 1606, 1609.4.

A. **REQUEST FOR INFORMATION BY ASSESSOR.** At any time, the Assessor may request information or records regarding a property or any other personal property located on the property, pursuant to Section 441 of the Revenue and Taxation Code. If a taxpayer fails to provide information to the Assessor in accordance with this Rule and introduces any of the requested materials or information at any hearing before the Board, the assessor may request and shall be granted a continuance for a reasonable period of time. The continuance shall extend the two-year period specified in subdivision (c) of Section 1604 of the Revenue and Taxation Code for a period of time equal to the period of the continuance.

B. **REQUEST FOR INFORMATION BY ASSESSEE.** At any time, an assessee, or the assessee's authorized agent, may request to inspect or copy any market data in the Assessor's possession, pursuant to Section 408 of the Revenue and Taxation Code. If the Assessor fails to permit the inspection for copying of materials or information as requested pursuant to this Rule and the Assessor introduces any requested materials or information at any hearing before the Board, the assesse or authorized agent may request and shall be granted a continuance for a reasonable period of time. The continuance shall extend the two-year period specified in subdivision (c) of Section 1604 of the Revenue and Taxation Code for a period of time equal to the period of the continuance.

C. **FORMAL REQUEST FOR EXCHANGE OF INFORMATION.**

(1) When the assessed value of the property involved, before deduction of any exemption accorded the property, is $100,000 or less, the applicant may file a written request for an exchange of information with the assessor. When the assessed value before deduction of any

exemption exceeds $100,000, either the applicant or the assessor may request such an exchange of information with the assessor. The request may be filed with the Clerk at the time an application for hearing is filed or may be submitted to the other party and the Clerk at any time prior to 30 days before the commencement of the hearing. For purposes of determining the date upon which the exchange was deemed initiated, the date of postmark as affixed by the United States Postal Service, or the date certified by a bona fide courier services on the envelope or package containing the information shall control. The Clerk shall, at the earliest opportunity, forward any request filed with the application or a copy thereof to the other party. The request shall contain the basis of the requesting party's opinion of value for each valuation date at issue and the following data:

(a) COMPARABLE SALES DATA. If the opinion of value is to be supported with evidence of comparable sales, the properties sold shall be described by the assessor's parcel number, street address or legal description sufficient to identify them. With regard to each property sold there shall be presented the approximate date of sale, the price paid, the terms of sale (if known), and the zoning of the property.

(b) INCOME DATA. If the opinion of value is to be supported with evidence based on an income study, there shall be presented: the gross income, the allowable expenses, the capitalization method (direct capitalization or discounted cash flow analysis), and rate or rates employed.

(c) COST DATA. If the opinion of value is to be supported with evidence of replacement cost, there shall be presented:

(i) With regard to improvements to real property: the date of construction, type of construction, and replacement cost of construction.

(ii) With regard to machinery and equipment: the date of installation, replacement cost, and any history of extraordinary use.

(iii) With regard to both improvement and machinery and equipment: facts relating to depreciation, including any functional or economic obsolescence, and remaining economic life.

The information exchanged shall provide reasonable notice to the other party concerning the subject matter of the evidence or testimony to be presented at the hearing. There is no requirement that the details of the evidence or testimony to be introduced must be exchanged.

(2) If the party requesting an exchange of data under this subsection has submitted the data required therein within the specified time, the other party shall submit a response to the initiating party at least 15 days prior to the hearing. The response shall be supported with the same type of data required of the requesting party. When the Assessor is the respondent, the Assessor shall submit the response to the address shown on the application or on the request for exchange of information, whichever is filed later. The initiating party and the other party shall provide adequate methods of submission to ensure to the best of their ability that the exchange of information process is completed at least 10 days prior to the hearing.

(3) Whenever information has been exchanged pursuant to this Rule, the parties may introduce evidence only on matters pertaining to the information so exchanged unless the other party consents to introduction of other evidence. However, at the hearing, each party may introduce new material relating to the information received from the other party. If a party introduces such new material at the hearing, the other party, upon request, shall be granted a continuance for a reasonable period of time subject to Rule No. 23 and/or State Property Tax Rule No. 323's tolling requirements.

(4) If one party initiates a request for information and the other party does not comply within the time specified in subsection (C)(2), the Board may grant a postponement for a reasonable period of time. The postponement shall extend the time for responding to the request. If the Board finds willful noncompliance on the part of the noncomplying party, the hearing will be convened as originally scheduled and the noncomplying party may comment on evidence presented by the other party but shall not be permitted to introduce other evidence unless the other party consents to such introduction.

Rule No. 5. PREHEARING CONFERENCE.

Reference: California Constitution Article XIII, Section 16.
Revenue and Taxation Code Section 1601 et seq.

A. A prehearing or status conference may be set by the Clerk at the request of the applicant or the applicant's agent, the Assessor, or at the direction of the Board. The purpose of a prehearing or status conference is to resolve issues such as, but not limited to, clarifying and defining the issues, determining the status of exchange of information requests, stipulating to matters on which agreement has been reached, combining applications into a single hearing, bifurcating the hearing issues, and scheduling a date for the Board to consider evidence on the merits of the application.

B. The Clerk shall set the matter for a prehearing or status conference upon the request of either party and shall notify the applicant or the applicant's agent and the Assessor of the time and date of the conference. Notice of the time, date, and place of the conference shall be given not less than 30 days prior to the conference, unless the Assessor and the applicant stipulate in writing to a shorter notice period.

Rule No. 6. APPLICATION FOR EQUALIZATION UNDER REVENUE AND TAXATION CODE SECTION 469.

Reference: Government Code Section 15606(c).
Revenue and Taxation Code Sections 23, 408, 469, 531, 531.8, 533, 534, 1603 and 1605.

A. **GENERAL**. In addition to any rights of appeal of escape or supplemental assessments as described in Rule No. 3 and/or State Property Tax Rule No. 305(D)(3) of the section, if the result of an audit discloses property subject to an escape assessment for any year covered by the audit, then, pursuant to section 1605 of the Revenue and Taxation Code, an application may be filed for review, equalization, and adjustment of the original assessment of all property of the applicant at

the location of the profession, trade, or business for that year. An application may not be filed for any property that has previously been equalized for the year in question.

B. **DEFINITIONS**. For purposes of subsection (A) of this Rule:

(1) "Audit" means any audit of the books and records of a taxpayer engaged in a profession, trade, or business who owns, claims, possesses, or controls locally assessable business tangible personal property and trade fixtures within the county.

(2) "Property subject to an escape assessment" means any individual item of the applicant's property that was under assessed or not assessed at all when the assessor made the original assessment of the applicant's property, and which has not been previously equalized by an appeals board, regardless of whether the assessor actually makes or enrolls an escape assessment. Property is subject to an escape assessment even if the audit discloses an overassessment of another portion of an item of the property, and the amount of the underassessment could be offset completely by the amount of overassessment. If the audit discloses that any property was subject to an escape assessment, the assessor shall include that fact as a finding presented to the taxpayer as required by State Property Tax Rule No. 191. If no such finding is made by the assessor, the taxpayer may file an application and present evidence to the Board of the existence and disclosure of property subject to escape assessment. For purposes of this Rule only, "material value" means value of no less than one percent of the audited value of the taxpayer's trade fixtures and tangible personal property for the year under audit. If the Board determines that property subject to escape assessment was disclosed as a result of an audit, the Board shall permit the taxpayer's section 469 appeal.

(3) "Result of an audit" means the final conclusions reached by the assessor during the audit process as described in State Property Tax Rule No. 191.

(4) "Original assessment" means the assessment and any subsequent roll corrections or roll changes prior to the date of the commencement of the audit for the roll year for which the result of the audit discloses property subject to an escape assessment.

(5) "All property of the applicant" means any property, real or personal, assessed to the applicant, or the applicant's statutory or legal predecessor in interest, at the location of the profession, trade, or business for the year of the audit.

(6) "Location of the profession, trade, or business" means a site, as determined by the Board, where the property subject to the escape assessment in located. Site includes all property within the same appraisal unit as the property that is subject to escape assessment. Site also includes other property not within the same appraisal unit as the property that is subject to escape assessment, when the other property and the property that escaped assessment function as part of the same economic unit of profession, trade, or business. A "location of the profession, trade, or business" may include multiple parcels of real property, noncontiguous parcels, parcels with separate addresses, and parcels in separate revenue districts within the county.

(7) "Property that has been previously equalized for the year in question" means that the Board has previously made a final determination of full value for that item, category, or class of property that was the subject of an assessment appeals hearing or was the subject of a

stipulated agreement approved by the Board. An item, category, or class of property, or portion thereof, shall be deemed to have been the subject of a hearing or of a stipulated agreement only to the extent the Board's decision or the stipulated agreement specifically identify the value of such item, category, or class, or portion thereof, as having been contested and resolved at hearing or as having been agreed to by the parties in stipulation.

C. **NOTICE OF AUDIT RESULTS**. Upon completion of an audit of the applicant's books and records, the assessor shall notify the applicant in writing of the results of the audit as defined in subsection (B)(3) of this Rule for all property, locations, and years that were the subject of the audit. At the request of the applicant, the assessor shall permit the applicant or designated representative to inspect or copy any information, documents, or records relating to the audit in accordance with the provisions of Revenue and Taxation Code section 408.

D. **NOTICE FOR FILING AN APPLICATION**. An application shall be filed with the Clerk no later than 60 days after the date of mailing of the notice of audit results. The notice shall be mailed to the applicant by regular United States mail directed to the applicant at the applicant's latest address known to the assessor, unless, prior to the mailing of the notice, the assessor is notified in writing by the applicant of a change in address. The notice for purposes of filing an application shall be one of the following, depending upon the conclusion(s) of the audit:

(1) The notice of escape assessment pursuant to Revenue and Taxation Code section 534 shall serve as the notice.

(2) Where the assessor does not enroll an escape assessment resulting from the audit or when the escape assessment is enrolled but offset pursuant to Revenue and Taxation Code section 533, the assessor's written notification of the audit results for the property, locations, and each year that were the subject of the audit as described in subsection (C) of this Rule shall be the notice. The notice of audit results showing property subject to escape assessment for each year shall indicate that it is the notice of the applicant's right to file an application.

E. **EXAMPLES**. The following examples are illustrative of the foregoing criteria. Examples 1 and 2 concern “who may file” an application on the applicant's property. Examples 3, 4, and 5 clarify the “location” of the profession, trade, or business.

EXAMPLE 1. Taxpayer ABC owns and is assessed for land, a building, and business property. ABC leases the entire business to XYZ. The county assessor conducts an audit of ABC and the result of the audit discloses property subject to an escape assessment. ABC, as the applicant, can file an application for equalization for all property, real and personal, where the property subject to the escape assessment is located. In addition, XYZ may file an application for equalization of ABC's property if XYZ qualifies as a person affected pursuant to Rule No. 2 and/or State Property Tax Rule 302.

EXAMPLE 2: Taxpayer ABC owns and is assessed for land and a building. ABC leases the land and building to XYZ. XYZ operates a business in ABC's building and is assessed for business tangible personal property and trade fixtures. The county assessor conducts an audit of XYZ, and the result of the audit discloses property subject to an

escape assessment. XYZ, as the applicant, can file an application for equalization on his personal property and trade fixtures only. XYZ cannot file an application on ABC's land and building as this is not property of the applicant. In addition, since ABC is not a person affected pursuant to Rule No. 2 and/or State Property Tax Rule 302, he cannot file an application on either ABC's land and building or XYZ's personal property and fixtures.

EXAMPLE 3: An applicant conducts a profession, trade, or business on a campus-like setting that is composed of three separate buildings. Each building has its own address and assessor's parcel number and is owned and operated by the same applicant. If an audit discloses any property subject to an escape assessment, then all property of the applicant on the campus is eligible for equalization if the Board determines that it functions and is operated as one economic unit of profession, trade, or business.

EXAMPLE 4. An applicant operates five grocery stores in a county. Although the stores are owned and operated by one applicant, carry the same type of merchandise, and share in common advertising, each store operates independently. If property subject to an escape assessment is discovered only at one store, the property at that store's location is subject to equalization following an audit. The other four stores are not considered property at the site of the profession, trade, or business where the escape assessment occurred, as they operate independently as separate economic units.

EXAMPLE 5: An applicant owns and operates a department store with a parking garage on an adjacent parcel. The parcel that houses the parking garage has no personal property or fixtures located on it. If an audit discloses personal property subject to an escape assessment for the department store, the parking garage would also be eligible for equalization if the Board determines that the parcels with the garage and the store are part of the same appraisal unit or economic unit of the profession, trade, or business.

F. **JURISDICTION OF THE BOARD**. Nothing in this Rule shall be interpreted to limit or enlarge a Board's jurisdiction under specific statutory provisions or other Rules of this section.

Rule No. 7. BASE YEAR VALUE PRESUMPTION.

Reference: Revenue and Taxation Code Sections 80, 81, 110.1, 1603, 1605.

A. The Board decision that the full cash value, as defined in section 110 of the Revenue and Taxation Code, is lower than the adjusted base year value (the base year value adjusted to reflect inflation as prescribed by section 110.1, subdivision (f), of the Revenue and Taxation Code) will not establish a new base year value, unless the base year value is the subject of the appeal.

B. The full cash value determined for property that is purchased, is newly constructed, or changes ownership after the 1975 lien date, shall be conclusively presumed to be the base year value, unless an application for equalization is filed:

(1) Within the time period specified in section 1605 of the Revenue and Taxation Code following a determination of new construction or change in ownership;

(2) During the regular equalization period provided for in section 1603 of the Revenue and Taxation Code for the year in which the assessment is placed on the assessment roll, or is filed during the regular equalization period in any of the three succeeding years. Any determination of full cash value by the Board, or by a court of law resulting from such filing shall be conclusively presumed to be the base year value beginning with the lien date of the assessment year in which the appeal is filed; or

(3) At any time after the time period specified in (1) or (2) if the applicant claims that an erroneous change in ownership determination occurred.

C. Any base year value determined pursuant to section 51.5 of the Revenue and Taxation Code shall be conclusively presumed to be the base year value unless an application is filed during the regular equalization period in the year in which the error was corrected or during the regular equalization period in any of the three succeeding years. Once an application is filed, the base year value determined pursuant to that application shall be conclusively presumed to be the base year value for that assessment event.

D. An application for equalization made pursuant to sections 1603 or 1605 of the Revenue and Taxation Code, when determined, shall be conclusively presumed to be the base year value for that assessment event.

Rule No. 8. COPY OF APPLICATION, AMENDMENT, AND CORRECTION TO ASSESSOR.

Authority: Government Code Section 15606.
Reference: Revenue and Taxation Code Sections 1603, 1606.

The Clerk shall transmit to the assessor a copy of each application for a change in assessment and each written request for amendment or correction that is received. A reasonable time shall be allowed before the hearing for the assessor to obtain information relative to the property and the assessment thereof.

Rule No. 9. NOTICE OF HEARING.

Reference: Revenue and Taxation Code Sections 50, 51, 1601, 1603, 1606, 1610.8, 1620.

A. After the filing of an application for reduction of an assessment, the Clerk shall set the matter for hearing and notify the applicant or the applicant's agent in writing by personal delivery or by depositing the notice in the United States mail directed to the address given in the application. If requested by the assessor or the applicant, the Clerk may electronically transmit the notice to the requesting party. The notice shall designate the time and place of the hearing. It shall also include a statement that the Board is required to find the full value of the property from the evidence presented at the hearing and that the Board can raise, under certain circumstances, as well as lower or confirm the assessment being appealed. The notice shall include a statement that an application for a reduction in the assessment of a portion of an improved real property (e.g., land only or improvements only) or a portion of installations which are partly real property and partly personal property (e.g., only the improvement portion or only the personal property portion of machinery and equipment) may result in a reassessment of all

property of the applicant at the site which may result in an increase in the unprotested assessment of the other portion or portions of the property, which increase will offset, in whole or in part, any reduction in the protested assessment.

B. The notice shall be given no less than forty-five days prior to the hearing unless a shorter notice period has been stipulated to by the assessor and the applicant or the applicant's agent pursuant, to section 1605.6 of the Revenue and Taxation Code.

C. The Clerk shall notify the assessor of the time and place of the hearing.

D. When proposing to raise an assessment on its own motion without an application for reduction pending before it, the Board shall give notice of the hearing in the manner provided below not less than 20 days prior to the hearing unless 1) notice is waived by the applicant or the applicant's agent in writing in advance of the hearing; 2) notice is waived orally at the time of the hearing; or 3) a shorter notice period is stipulated to by the assessor and applicant or the applicant's agent. The notice shall be given to the applicant as shown on the latest assessment roll by depositing the notice in the United States mail directed to the applicant at the latest address of the applicant available to the assessor on file in the records in the assessor's office. It shall contain:

(1) A statement that a hearing will be held before the Board to determine whether or not the assessment shall be raised;

(2) The time and place of the hearing;

(3) The assessor's parcel number or numbers of the property as shown on the local roll;

(4) A statement that the Board is required to find the full value of the property from the evidence presented at the hearing;

(5) The amount by which it is proposed to raise the assessment.

Rule No. 10. WITHDRAWAL.

All withdrawals must be submitted in writing by completing an Assessment Appeal Withdrawal form (BOE-305-WD REV. 01 (09-10)) and is final upon approval of the Board. The Board may, for good cause, allow a withdrawal to be rescinded.

Rule No. 11. REQUEST FOR FINDINGS.

Reference: Revenue and Taxation Code Sections 1603, 1611.5, 1611.6.

A. If an applicant or the assessor desires written findings of fact, the request must be in writing and submitted to the Clerk before commencement of the hearing. The requesting party may abandon the request and waive findings at the conclusion of the hearing. If the requesting party abandons the request at this time, the other party may orally or in writing renew the request at the conclusion of the hearing and accompany the request with payment of the required fee or deposit. The County Board of Supervisors has imposed a reasonable fee to cover the expense of

preparing the findings and conclusions. If, at the conclusion of the hearing, a party requesting written findings has failed to pay the required fee, the Board need not prepare written findings. The Board may deny a request made after the conclusion of the hearing that seeks to waive written findings.

Under County Resolution 2006-62 the party must pay a deposit for written findings of fact in the amount of a $150.00 for residential properties or undeveloped land and $250 for commercial, industrial or developed agricultural properties, including agricultural-zoned parcels containing commercial or industrial uses, including wineries. The deposit is refundable only if the request for preparation of written findings has been withdrawn prior to the close of the hearing on the assessment appeal. In addition, the party requesting written findings must pay the costs incurred by the County legal advisor in preparing the findings. The deposit must be paid before the matter is submitted for decision. Any additional amount will be billed by the County and must be paid prior to the transmittal of the findings and conclusions to any party.

B. The written findings of fact shall fairly disclose the Board's findings on all material points raised in the application and at the hearing. The findings shall also include a statement of the methods of valuation used in determining the full value of the property. The Board shall provide findings within 45 days after the final determination of the Board is entered into the record pursuant to Rule 25 and/or State Property Tax Rule No. 325, unless a longer period of time is agreed between the parties, and shall accompany them with a notice that a request for a transcript of the hearing must be made within 60 days after the final determination.

C. If the Board fails to make findings upon request, or if findings made are found by a reviewing court to be so deficient that a remand to the Board is ordered to secure reasonable compliance with the elements of findings required by section 1611.5 of the Revenue and Taxation Code, the action of the Board shall be deemed to be arbitrary and capricious within the meaning of section 800 of the Government Code, so as to support an allowance of reasonable attorney's fees against the county for the services necessary to obtain proper findings. The dollar limitation set forth in section 800 of the Government Code shall not apply to an allowance of attorney's fees pursuant to this section.

Rule No. 12. CONFLICT OF INTEREST.

A. Section 1624.2 of the Revenue and Taxation Code provides that "no member of an assessment appeals board shall knowingly participate in any assessment appeal proceeding wherein the member has an interest in either the subject matter of or a party to the proceeding of such nature that it could reasonably be expected to influence the impartiality of his judgment in the proceeding." A violation of this section establishes cause for removal under section 1625 of the Revenue and Taxation Code, which allows a board of supervisors to remove any member of a Board for cause.

B. Each Board member is subject to Chapter 7, Article 1 of the Political Reform Act (Gov. Code §§ 87100 et seq.) which prohibits a member from making or attempting to influence a governmental decision in which the member has a financial interest. Board members shall disqualify themselves promptly upon becoming aware of any potential violation of these provisions.

C. Board members may disqualify themselves from any matter pending before the Board for any reason which the members deem to constitute good cause. The reason shall be stated on the record.

When findings are requested on an application which involves both value issues (heard by the Board) and change-in-ownership or new construction issues, i.e. legal issues, findings are completed after a final determination is made on the legal issues and valuation issues respectively.

Rule No. 13. APPLICATION FOR EQUALIZATION BY MEMBER.
Reference: Revenue and Taxation Code Section 1622.6.

An application for equalization filed pursuant to sections 1603 or 1605 of the Revenue and Taxation Code by a member of the Board shall be heard by a neighboring jurisdiction.

Rule No. 14. HEARING.
Reference: Revenue and Taxation Code Sections 441, 1603, 1604, 1606, 1624.4, 1641.1, 1641.2.

A. The Board meets regularly on the first Thursday of each month. The Board may modify this schedule to accommodate known conflicts, including holidays or the nature and duration of scheduled hearings. The Board will continue to sit from time to time until the business of assessment appeals is completed. At or before its ~~first meeting after each~~ January ~~1~~meeting, the Board ~~will~~ may adopt a modified meeting schedule for the calendar year if regular meeting dates need modification ~~for the holidays~~.

(1) Regular meetings begin at 9:00 A.M. in Room 305, Third Floor at the County Administrative Building, 1195 Third Street, Napa, California, unless alternate times and locations are determined by the Board. Nothing herein requires the Board to conduct hearings prior to the final day for filing applications. Special meetings of the Board may be called as deemed necessary, provided there is adequate time for notification of all parties and the public. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment.

B. A hearing must be held and a final determination made on the application within two years of the timely filing of an application for reduction in assessment submitted pursuant to subdivision (a) of section 1603 of the Revenue and Taxation Code, unless the applicant or the applicant's agent and the Board mutually agree in writing or on the record to an extension of time.

C. If the hearing is not held and a determination is not made within the time specified in subsection (B) of this Rule, the applicant's opinion of value stated in the application shall be conclusively determined by the Board to be the basis upon which property taxes are to be levied, except when:

(1) The applicant has not filed a timely and complete application; or,

(2) The applicant has not submitted a full and complete property statement as required by law with respect to the property which is the subject of the application; or,

(3) The applicant has not complied fully with a request for the exchange of information under Rule No. 4 and/or State Property Tax Rule No. 305.1 or with the provisions of subdivision (d) of section 441 of the Revenue and Taxation Code; or

(4) Controlling litigation is pending. "Controlling litigation" is litigation which is:

(i) pending in a state or federal court whose jurisdiction includes the county in which the application is filed; and

(ii) directly related to an issue involved in the application, the court resolution of which would control the resolution of such issue at the hearing; or,

(5) The applicant has initiated proceedings to disqualify a Board member pursuant to Revenue and Taxation Code section 1624.4 within 90 days of the expiration of the two-year period required by Revenue and Taxation Code section 1604.

D. For applications involving base year value appeals that have not been heard and decided by the end of the two-year period provided in section 1604 of the Revenue and Taxation Code and where the two-year period has not been extended pursuant to subsections (B) or (C) of this Rule, the applicant's opinion of value will be entered on the assessment roll for the tax year or years covered by the pending application, and will remain on the roll until the fiscal year in which the Board makes a final determination on the application. No increased or escape taxes other than those required by a change in ownership or new construction, or resulting from application of the inflation factor to the applicant's opinion of value shall be levied for the tax years during which the Board fails to act.

For applications appealing decline in value and personal property assessments that have not been heard and decided by the end of the two-year period provided in section 1604, the applicant's opinion of value will be enrolled on the assessment roll for the tax year or years covered by the pending application.

E. If the applicant has initiated proceedings pursuant to subsection (C)(5) of this Rule, the two-year time period described in subsection (B) shall be extended 90 days.

F. The applicant shall not be denied a timely hearing and determination pursuant to subsection (B) of this Rule, by reason of any of the exceptions enumerated in subsection (C) herein, unless, within two years of the date of the application, the Board, or the Clerk at the direction of the Board, gives the applicant and/or the applicant's agent written notice of such denial. The notice shall indicate the basis for the denial and inform the applicant of its right to protest the denial. If requested by the applicant or the applicant's agent, the Clerk shall schedule a hearing on the validity of the application and shall so notify the applicant, the applicant's agent, and the assessor.

G. When a hearing is postponed or not scheduled because controlling litigation is pending, the notice to the applicant shall identify the controlling litigation by the name of the case, the court number or the docket number of the case, and the court in which the litigation is pending.

If a hearing is postponed because controlling litigation is pending, the hearing must be held and a final determination made within a period of two years after the application is filed, excluding the period of time between the notice of pending litigation and the date that the litigation becomes final.

Rule No. 15. <u>SELECTION OF BOARD CHAIR AND PANEL, QUORUM AND VOTE REQUIRED</u>.

Reference Revenue and Taxation Code Sections 1601, 1620, 1622.1, 1622.5, 1622.6.

A. The Chair and Vice Chair of the Board shall be selected by a majority vote of the Board at the first meeting in any calendar year. The Chair shall preside over meetings and hearings and shall exercise such control over the hearings as is reasonable and necessary and shall make all rulings regarding procedural matters and regarding the admission or exclusion of evidence. Except where not legally applicable to the Board in determining and exercising the Functions and Jurisdiction under Rule 2, motions shall be conducted in accordance with the Roberts Rules of Order, Ninth Edition. The Chair may consult with the Board Counsel at any time. In the Chair's absence, the Vice Chair shall preside over the meeting and will have all the powers and duties of the Chair.

In addition to all powers and duties expressed or implied by law, the Chair will: (1) have general direction of the meeting room and assign seats for use by members; (2) preserve order and decorum; prevent demonstrations; (3) assure that attendance of the public at meetings is limited to that number which can be accommodated by the seating facilities regularly maintained therein, and ask standees to leave when room capacity exceeds that number set by the Fire Marshal; (4) recess the meeting if deemed necessary due to disturbance; (5) remove from the meeting room any person who commits: disorderly, contemptuous or insolent behavior toward the Board or any member of the public or staff, tending to interrupt the due and orderly course of the meeting; a breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of the meeting; disobedience of any lawful order of the Chair which including an order to be seated or to refrain from addressing the Board; or any other unlawful interference with the due and orderly course of the meeting; and (6) prohibit or permit the distribution of literature, of whatever nature or kind, in the meeting room.

B. A panel of three members of the Board shall attend each meeting of the Board. The panel shall consist of the Chair and two other members selected by the Clerk. The remaining two members of the Board shall attend each meeting as an alternate member. Should the Vice Chair be designated by the Clerk as an alternate member at any meeting at which the Chair is absent, the Vice Chair shall become a voting member of the Board in addition to acting in the capacity as the Chair. If a member of the panel cannot attend a meeting, or is disqualified due to a conflict of interest described under Rule 12, herein, an alternate shall act in the absent or disqualified member's place.

C. A quorum of the Board shall consist of a majority of the three-member panel selected by the Clerk for a meeting. No hearing before the Board shall be held unless a quorum is present. Except as otherwise provided, no decision, determination or order shall be made by the Board by less than a majority vote of all the members of the panel, excluding alternates, who have been in

attendance throughout the hearing, unless the parties stipulate to the rehabilitation of a member under section E of this Rule. If a member of the panel is absent from the deliberations, an alternate who was in attendance throughout the hearing shall act in the absent member's place.

D. If either party so demands, a hearing must be held before a full, three-member panel. In the event that only a quorum is present and the applicant demands a hearing before the full panel, the Board may request that the applicant extend the two-year period provided in section 1604 of the Revenue and Taxation Code if the demand precludes the matter from being heard and decided before the expiration of the two-year period. If the applicant does not extend the two-year period as requested, the Board may deny the applicant's demand for a hearing before a full panel.

E. If a hearing takes place before a panel consisting of an even number of members and they are unable to reach a majority decision, the application shall be reheard before the full three-member panel. In any case wherein the hearing takes place before less than the full three-member panel, the parties may stipulate that the absent member may read or otherwise become familiar with the record and participate in the vote on the decision.

Rule No. 16. HEARINGS RECORDED.

Reference: Revenue and Taxation Code Section 1611.

A. All hearings of the Board shall be recorded or reported, or videotaped subject to the conditions set forth in Code of Civil Procedure section 2025, subsection (l)(2).

B. Any person may purchase a copy of the recording of that portion of a hearing that is open to the public upon payment of a reasonable fee, provided the request to purchase has been made within 60 days after the final determination of the Board.

C. The County does not regularly provide a stenographic reporter. The applicant, at the applicant's own expense, may have the hearing reported by a stenographer.

D. All Board proceedings will be recorded. Unless all parties and the Clerk agree otherwise, any transcript of a proceeding must be prepared and paid for by the party requesting it, based on a copy of the Clerk's official recording made by the party. The party must provide a copy of the transcript to the Clerk as soon as it is completed. Any party which believes the transcript contains trade secret materials, or is otherwise exempt from disclosure under the California Public Records Act (Gov. Code, § 6250 et seq.), bears the burden of demonstrating facts sufficient to support the claimed exemption(s). The party will also be required to agree in writing to defend and hold the County harmless if the County denies a public records request on the basis of the party's asserted exemption(s) and the legal action is initiated against the County.

Rule No. 17. HEARING PROCEDURE.

Reference: California Constitution Article XIII A.
Revenue and Taxation Code Sections 110, 167, 1605.4, 1607, 1609, 1609.4, 1637.
Evidence Code Section 664.

A. Hearings on applications shall proceed as follows:

(1) The Chair or the Clerk shall announce the number of the application and the name of the applicant. The chair shall then determine if the applicant or the applicant's agent is present. If neither is present, the chair shall ascertain whether the Clerk has notified the applicant of the time and place of the hearing. If the notice has been given and neither the applicant nor the applicant's agent is present, the application shall be denied for lack of appearance, or, for good cause of which the Board is timely informed prior to the hearing date, the Board may postpone the hearing. If the notice has not been given, the hearing shall be postponed to a later date and the Clerk directed to give proper notice thereof to the applicant. The denial of an application for lack of appearance by the applicant, or the applicant's agent, is not a decision on the merits of the application and is not subject to the provisions of Rule No. 26 and/or State Property Tax Rule No. 326. The Board has adopted a procedure which authorizes reconsideration of the denial where the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period set by the Board. Applicants who fail to request reconsideration within the period set, or whose requests for reconsideration are denied, may refile an appeal of the base year value during the next regular filing period in accordance with Revenue and Taxation Code section 80 so long as the refile is made within three years of the establishment of the base year value pursuant to section 80.

(2) If the applicant or the applicant's agent is present, the Chair or the Clerk shall announce the nature of the application, the assessed value as it appears on the local roll and the applicant's opinion of the value of the property. The Clerk shall administer the oath to both parties. The chair may request that either or both parties briefly describe the subject property, the issues the Board will be requested to determine, and any agreements or stipulations agreed to by the parties.

(3) The Board shall require the applicant or the applicant's agent to present its evidence first, and then the Board shall determine whether the applicant has presented proper evidence supporting its position. This is sometimes referred to as the burden of production. In the event the applicant has met the burden of production, the Board shall then require the assessor to present its evidence. The Board shall not require the applicant to present evidence first when the hearing involves:

(a) A penalty portion of an assessment. Any request for reconsideration of a denial for lack of appearance must be filed within 30 days from the date of mailing of the notification of denial.

(b) The assessment of an owner-occupied single-family dwelling or the appeal of an escape assessment, and the applicant has filed an application that provides all of the

information required in Rule No. 3 and/or State Property Tax Rule No. 305(C) and has supplied all information as required by law to the assessor: In those instances, the chair shall require the assessor to present its case to the Board first. With respect to escape assessments, the presumption in favor of the applicant provided in Rule No. 21 and/or State Property Tax Rule No. 321(D) does not apply to appeals resulting from situations where an applicant failed to file a change in ownership statement, a business property statement, or to obtain a permit for new construction.

(c) A change in ownership and the assessor has not enrolled the purchase price, and the applicant has provided the change of ownership statement required by law. The assessor bears the burden of proving by a preponderance of the evidence that the purchase price, whether paid in money or otherwise, is not the full cash value of the property.

B. All testimony shall be taken under oath or affirmation.

C. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. The Board may act only upon the basis of proper evidence admitted into the record. Board members may not act or decide an application based upon consideration of prior knowledge of the subject property, information presented outside of the hearing, or personal research. A full and fair hearing shall be accorded the application. There shall be reasonable opportunity for the presentation of evidence, for cross-examination of all witnesses and materials proffered as evidence, for argument and for rebuttal. The party having the burden of proof shall have the right to open and close the argument.

D. When the assessor requests the Board find a higher assessed value than the assessor placed on the roll and offers evidence to support the higher value, the chair shall determine whether or not the assessor gave notice in writing to the applicant or the applicant's agent by personal delivery or by deposit in the United States mail directed to the address given on the application. If notice and a copy of the evidence offered has been supplied at least 10 days prior to the hearing, the assessor may introduce such evidence at the hearing. When the assessor proposes to introduce evidence to support a higher assessed value than the value on the roll, the assessor no longer has the presumption accorded in Rule No. 21 and/or State Property Tax Rule No. 321(A) and the assessor shall present evidence first at the hearing, unless the applicant has failed to supply all the information required by law to the assessor. The foregoing notice requirement shall not prohibit the Board from a finding of a higher assessed value when it has not been requested by the assessor.

E. After an application for changed assessment has been filed, no Board member will discuss the application with proponents, opponents, or other interested parties, except in the course of and during the public hearing and authorized private deliberations thereon. Case information provided to the Clerk must not be provided to Board members in advance of the scheduled hearing date because of the possibility that such information may change or not be admitted in evidence, with the exception of any motions or pre-hearing briefs filed by either party. No member, however, is prohibited from discussing a pending matter with the Clerk or the

County legal advisor. The parties should provide nine (9) copies of all admissible evidence to the Clerk of the Board of Equalization at the time of the hearing.

For the purpose of these policies and procedures, the applicant shall be deemed to have received any notice which the Assessor put into the United States mail first class postage prepaid.

F. Hearings by the Board shall be open, accessible, and audible to the public except that:

(1) Upon conclusion of the evidentiary portion of the hearing, the Board may take the matter under submission and deliberate in private in reaching a decision, and

(2) The Board may grant a request by the applicant or the assessor to close to the public a portion of the hearing relating to trade secrets. For purposes of this Rule, a "trade secret" is that information defined by section 3426.1 of the Civil Code. Such a request may be made by filing with the Clerk a declaration under penalty of perjury that evidence is to be presented by the assessor or the applicant that relates to trade secrets whose disclosure to the public will be detrimental to the business interests of the owner of the trade secrets. The declaration shall state the estimated time it will take to present the evidence. Only evidence relating to the trade secrets may be presented during the time the hearing is closed, and such evidence shall be confidential unless otherwise agreed by the party to whom it relates.

Rule No. 17a. REMOTE HEARING PROCEDURES.

Reference: California Constitution Article XIII A.
Revenue and Taxation Code Sections 110, 167, 1605.4, 1607, 1609, 1609.4, 1637.
Evidence Code Section 664.

A. Except as provided herein, a remote hearing shall proceed in the manner set forth in Rule No. 17. HEARING PROCEDURE.

B. At any time prior to thirty (30) days before a scheduled hearing, any party may request that the hearing be conducted using remote audio and video technology. Such a request must be accompanied by a justification for why in-person appearances cannot be made, including by reference to any local health emergency orders, or other public health and safety considerations. The Clerk, upon receiving a request from a party, or on the Clerk's own initiative, may require the parties to appear using remote audio or video technology. The decision of the Clerk to hold a remote hearing or to deny a request for a remote hearing is not subject to appeal or reconsideration. The Clerk shall ensure that the Board's meeting room is equipped with technology to facilitate remote appearances by the parties, such that each Board member and each party, present in the room or appearing remotely, can see and hear the presentations by all parties and witnesses.

C. At least 10 days before the date of the hearing, the Clerk shall notify the appellant or the appellant's representative, and the Assessor, that the hearing will be conducted remotely. The notice shall provide the parties with the meeting details, including the method for connecting to the hearing through the appropriate technology. The notice shall also include details regarding the submission of evidence prior to the hearing, as more fully set forth, below.

D. At least 48 hours prior to the hearing, the appellant, or the appellant's representative, and the Assessor shall electronically submit to the Clerk, in a manner provided by the Clerk, all evidence they intend to present at the hearing, including any rebuttal evidence. The Clerk shall prepare paper copies for the Board, but shall not distribute any copies, paper or electronic, until the hearing is opened by the Chair. When the hearing begins, the Clerk shall send electronic versions of the evidence each party submitted for their primary case to all parties. If a party submitted rebuttal evidence, the Clerk shall send that evidence to all parties if, and only if, the party who submitted the evidence seeks to have the evidence introduced at the hearing. The parties may make arrangements with the Clerk to obtain paper copies of the evidence.

E. Prior to the opening of the hearing, the appellant, or the appellant's representative shall sign a waiver, in a form prepared by the Clerk, indicating their consent to the remote hearing and waiving any right to appearing in person before the Board. Such a waiver must be received by the Clerk before the hearing is opened and may be submitted with the evidence submitted pursuant to paragraph D, above. If a party does not consent to the remote hearing, the Board may require the party to execute an indefinite waiver of the requirements of Section 1604 of the Revenue and Taxation Code.

Rule No. 18. LEGAL COUNSEL FOR APPLICANT AND ASSESSOR.

Reference: Revenue and Taxation Code Sections 1620 et seq., 1638.

The applicant and the assessor may be represented by legal counsel. If the applicant or agent will use legal counsel, reasonable advance notice must be given so that the Assessor's legal counsel may attend.

Rule No. 19. EXAMINATION OF APPLICANT BY BOARD.

Reference: Revenue and Taxation Code Sections 1605.5, 1607, 1608, 1620 et seq.

A. Except as hereinafter provided, no reduction of an assessment or change in ownership or new construction determination shall be made unless the Board examines, on oath, the applicant or the applicant's agent concerning the value of the property and/or the facts upon which the change in ownership or new construction determination is based, and the applicant or the applicant's agent attends and answers all questions pertinent to the inquiry.

B. In the event there is filed with the Board a written stipulation, signed by the assessor and county legal advisor on behalf of the county and by the person affected or the authorized agent making the application, as to the full value and assessed value of the property and/or a determination regarding a change in ownership or new construction, which stipulation sets forth the facts upon which the agreed upon value is premised, the Board may, at a public hearing,

(1) accept the stipulation, waive the appearance of the person affected or the agent and change the assessed value in accordance with section 1610.8 of the Revenue and Taxation Code, or,

(2) reject the stipulation or set or reset the application for reduction for hearing.

C. Generally the Board does not require the presence of the applicant or agent when it considers written stipulations. The Board may defer its decision on a proposed stipulation when it desires further information or clarification which is not immediately available from the Assessor at the hearing.

D. The Board may, in its discretion, waive the examination of the applicant or the applicant's agent if the Board and the assessor are satisfied that the issues raised by the application and the facts pertaining thereto have been fully considered by the Board in previous years or fully presented in the application, and if the applicant or the applicant's agent requests such waiver in the application. The Board shall consult with the assessor and shall act promptly on any request for waiver and give written notice of its decision no less than 30 days before commencement of the hearing on the application. If the Board waives the examination of the applicant or the applicant's agent, it shall decide the case on the merits of the application and on the basis of any evidence properly produced at the hearing by the assessor.

Rule No. 20. PERSONAL APPEARANCE BY APPLICANT; APPEARANCE BY AGENT.

Reference: Revenue and Taxation Code Sections 1601, 1607, 1608.

A. The applicant must appear personally at the hearing or be represented by an agent, unless the applicant's appearance has been waived by the Board in accordance with Rule No. 19 and/or State Property Tax Rule No. 316. If the applicant is represented by an agent, the agent shall be thoroughly familiar with the facts pertaining to the matter before the Board

B. (1) If the application was filed by the applicant, any person who appears at the hearing (except a California licensed attorney retained by the applicant or a person mentioned in subsections (C), (D) or (E)) purporting to act as agent for the applicant shall first file with the clerk a written authorization signed by the applicant to represent the applicant at the hearing.

(2) If at the hearing the applicant is represented by a person other than the person who was originally authorized by the applicant to appear at the hearing, that person shall present to the Board a written authorization signed by the applicant indicating the applicant’s consent to the change in representation.

(3) The written authorization required pursuant to this Rule shall include the information required by Rule No. 3 and/or State Property Tax Rule No. 305(A) and shall clearly state that the agent is authorized by the applicant to appear at hearings before the Board.

C. If the property is held in joint or common ownership or in co-ownership, the presence of the applicant or any one of the owners shall constitute a sufficient appearance.

D. Where the applicant is a corporation, limited partnership, or a limited liability company, the business entity shall make an appearance by the presence of any officer, employee, or an authorized agent, thoroughly familiar with the facts pertaining to the matter before the Board.

E. Spouses may appear for each other, children may appear for parents or vice versa. A domestic partner registered with the State may also appear for their partner.

F. If an agent is previously authorized by the applicant to file an application, no further authorization is required for that agent to represent the applicant at the subsequent hearing.

Rule No. 21. BURDEN OF PROOF.

Reference: Revenue and Taxation Code Sections 110, 167, 1601 et seq. Evidence Code Section 664.

A. Subject to exceptions set by law, it is presumed that the assessor has properly performed its duties. The effect of this presumption is to impose upon the applicant the burden of proving that the value on the assessment roll is not correct, or, where applicable, the property in question has not been otherwise correctly assessed. The applicant must present independent evidence relevant to the full value of the property or other issue presented by the application.

B. If the applicant has presented evidence, and the assessor has also presented evidence, then the Board must weigh all of the evidence to determine whether it has been established by a preponderance of the evidence that the assessor's determination is incorrect. The presumption that the assessor has properly performed its duties is not evidence and shall not be considered by the Board in its deliberations.

C. The assessor has the burden of establishing the basis for imposition of a penalty assessment.

D. Exceptions to subsection (A) applies in any hearing involving the assessment of an owner-occupied single-family dwelling or an escape assessment. In such instances, the presumption in section 167 of the Revenue and Taxation Code affecting the burden of proof in favor of the applicant who has supplied all information to the assessor as required by law imposes upon the assessor the duty of rebutting the presumption by the submission of evidence supporting the assessment.

E. In hearings involving change in ownership, except as provided in section 110 of the Revenue and Taxation Code, the purchase price is rebuttably presumed to be the full cash value. The party seeking to rebut the presumption bears the burden of proof by a preponderance of the evidence.

F. In weighing evidence, the Board shall apply the same evidentiary standard to the testimony and documentary evidence presented by the applicant and the assessor. No greater relief may be granted than is justified by the evidence produced during the hearing.

G. Any challenge affecting the presumptions shall be conducted in two phases. The party with the burden of proof must first present sufficient evidence to overcome the presumption. If the Board rules that the burden has been met, the hearing will continue with evidence of value. If the Board rules that the burden has not been met, the hearing will conclude.

Rule No. 22. SUBPOENAS.

Reference: Revenue and Taxation Code Sections 1609, 1609.4, 1609.5.

A. At the request of the applicant or the assessor in advance of the hearing or at the time of the hearing the Board, or the Clerk on authorization from the Board, may issue subpoenas for the attendance of witnesses at the hearing. The Board may issue a subpoena on its own motion. Expert witnesses appearing on behalf of the Assessor at the hearings shall be paid an hourly rate as recommended by the Assessor and approved by the Board. A subpoena may be served on any resident of the State of California or any person or business entity found within the state. All subpoenas shall be obtained from the Board.

B. If a subpoena is issued at the request of the applicant, the applicant is responsible for serving it and for the payment of witness fees and mileage.

C. An application for a subpoena for the production of books, records, maps, and documents shall be supported by an affidavit such as is prescribed by section 1985 of the Code of Civil Procedure.

D. In the event a State Board of Equalization employee is subpoenaed pursuant to section 1609.5 of the Revenue and Taxation Code at the request of the applicant and the Board grants a reduction in the assessment, the Board will not reimburse the applicant in whole or in part for the actual witness fees paid.

E. If a party desires the Board to issue a subpoena, the party shall make the written request sufficiently in advance of the scheduled hearing date so that the subpoenaed party has an adequate opportunity to fully comply with the subpoena prior to the commencement of the hearing. Upon such request, the Board may, whenever possible, issue subpoenas pursuant to sections 1609.4 and 1609.5 of the Revenue and Taxation Code. Subpoenas shall be restricted to compelling the appearance of a person or the production of things at the hearing and shall not be utilized for purposes of prehearing discovery. A subpoena issued near in time to or after commencement of the hearing should be as limited as possible, and a continuance of the hearing may be granted, if requested, for a reasonable period of time.

F. No subpoena to take a deposition shall be issued nor shall depositions be considered for any purpose by the Board.

Rule No. 23. POSTPONEMENTS AND CONTINUANCES.

Reference: Government Code Section 15606 subdivision (c).
Revenue and Taxation Code Sections 1605.6, 1606.

A. The applicant and/or the assessor shall be allowed one postponement as a matter of right. If the applicant requests a postponement as a matter of right the postponement shall be contingent upon the applicant's written agreement to extend and toll indefinitely the two-year period by completing a Waiver to Extend Hearing on Application For Changed Assessment (BOE-305-W REV. 01 (09-10)) subject to termination of the agreement by 120 days' written notice by the applicant. By terminating such waiver, applicant also agrees to waive 45 day notice of the hearing. The assessor is not entitled to a postponement as a matter of right if the

request is made within 120 days of the expiration of the two-year period, but the Board, in its discretion, may grant such a request. Any subsequent requests for postponement must be made in writing, and good cause must be shown for the proposed postponement. A stipulation by an applicant and the assessor shall be deemed to constitute good cause, but shall result in extending and tolling indefinitely the two-year limitation period subject to termination of the agreement by 120 days' written notice by the applicant an a waiver of 45 days' notice of the hearing. Any information exchange dates remain in effect based on the originally scheduled hearing date notwithstanding the hearing postponement, except as provided in Rule No. 4 and/or State Property Tax Rule No. 305.1(D).

B. Any request for a second or subsequent continuance must be in writing and must be received by the Clerk no later than 4:00 p.m. at least three business days in advance of the hearing. For Thursday hearings with no intervening holidays, the continuance must be requested no later than 4:00 p.m. the Monday before the hearing. If both sides agree to the continuance it will be granted but the parties will be required to waive their right to 45 days' notice of the hearing. If a party objects, the matter will be set for a hearing before the Board to determine whether good cause for the requested continuance exists.

C. The Board has delegated decisions concerning postponement to the Clerk in accordance with locally adopted rules. Requests for postponement shall be considered as far in advance of the hearing date as is practicable.

D. At the hearing, the Board may continue a hearing to a later date. If the applicant requests a continuance within 90 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the Board may require a written extension signed by the applicant extending and tolling the two-year period indefinitely subject to termination of the agreement by 120 days' written notice by the applicant by completing a Waiver to Extend Hearing on Application For Changed Assessment (BOE-305-W REV. 01 (09-10)). The Clerk shall inform the applicant or the applicant's agent and the assessor in writing of the time and place of the continued hearing not less than 10 days prior to the new hearing date, unless the parties agree in writing or on the record to waive written notice.

Rule No. 24. DECISION.

Reference: California Constitution Article XIIIA.
Government Code Section 15606.
Revenue and Taxation Code Sections 402.1, 402.5, 1609, 1610.8, 1611.5.

A. **DETERMINATION OF FULL VALUE, CLASSIFICATION, CHANGE IN OWNERSHIP, OR OTHER ISSUES**. Acting upon proper evidence before it, the Board shall determine the full value of the property, including land, improvements, and personal property, which is the subject of the hearing. The determination of the full value shall be supported by a preponderance of the evidence presented during the hearing. The Board shall consider evidence of value derived by the use of any of the valuation methods described in Rule No. 4 and/or State Property Tax Rule No. 305.1 It shall determine whether the method(s) used was (were) properly applied, considering the type of property assessed, governmentally imposed land use restrictions, and any recorded conservation easements as described in Civil Code section 815.1 et seq., by

examining the factual data, the presumptions, and the estimates relied upon. The Board shall also determine the classification, amount, and description of the property that is the subject of the hearing, the existence of a change in ownership or new construction, or any other issue that is properly before the Board, or that is necessary to determine the full value of the property. The Board shall provide to the Clerk such details as are necessary for the implementation of the Board's decision.

B. **JURISDICTION**. The Board's authority to determine the full value of property or other issues, while limited by the laws of this state and the laws of the United States and usually exercised in response to an application for equalization, is not predicated on the filing of an application nor limited by the applicant's request for relief. When an application for review includes only a portion of an appraisal unit, whether real property, personal property, or both, the Board may nevertheless determine the full value, classification, or other facts relating to other portions that have undergone a change in ownership, new construction or a change in value. Additionally, the Board shall determine the full value of the entire appraisal unit whenever that is necessary to the determination of the full value of any portion thereof. The Board is not required to choose between the opinions of value promoted by the parties to the appeal, but shall make its own determination of value based upon the evidence properly admitted at the hearing. An appraisal unit of property is a collection of assets that functions together, and that persons in the marketplace commonly buy and sell as a single unit or that is normally valued in the marketplace separately from other property, or that is specifically designated as such by law.

C. **VALUATION PRINCIPLES**. The Board, the applicant, and appraisal witnesses shall be bound by the same principles of valuation that are legally applicable to the assessor.

D. **COMPARABLE SALES**. When valuing a property by a comparison with sales of other properties, the Board may consider those sales that, in its judgment, involve properties similar in size, quality, age, condition, utility, amenities, site location, legally permitted use, or other physical attributes to the property being valued. When valuing property for purposes of either the regular roll or the supplemental roll, the Board shall not consider a sale if it occurred more than 90 days after the date for which value is being estimated. The provisions for exclusion of any sale occurring more than 90 days after the valuation date do not apply to the sale of the subject property. The Board shall presume that zoning or other legal restrictions, of the types described in Revenue and Taxation Code section 402.1, on the use of either the property sold or the property being valued will not be removed or substantially modified in the predictable future unless sufficient grounds as set forth in that section are presented to the Board to overcome that presumption.

E. **FINDINGS OF FACT**. When written findings of fact are made, they shall fairly disclose the Board's findings on all material points raised in the application and at the hearing. The findings shall also include a statement of the method or methods of valuation used in determining the full value of the property or its components.

Rule No. 25. NOTICE AND CLARIFICATION OF DECISION.
Reference: Revenue and Taxation Code Section 1601 et seq.

A. A Board may announce its decision to the applicant and the assessor at the conclusion of the hearing, or it may take the matter under submission. The decision becomes final when:

(1) The vote is entered into the record at the conclusion of the hearing provided no findings of fact are requested by either party, and all parties are present at the hearing or the hearing is subject to stipulation by both parties. The Board may provide a written notice of the decision.

(2) A written notice of the decision is issued provided no findings of fact are requested by either party, and the decision is taken under submission by the Board at the conclusion of the hearing. The Board shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. The Clerk shall notify the applicant in writing of the decision of the Board by United States mail addressed to the applicant or to the applicant's agent at the address given in the application.

(3) A written notice of the decision is issued or the findings of fact are issued, whichever is earlier, provided findings of fact are requested. The Board shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. If so requested by an applicant or an applicant's agent, the determination shall become final upon issuance of the findings of fact which the Board shall issue no later than 180 days after the conclusion of the hearing. Such a request must be made by the applicant or the applicant's agent prior to or at the conclusion of the hearing. If the conclusion of the hearing is within 180 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the applicant shall agree in writing to extend the two-year period. The extension shall be for a period equal to 180 days from the date of the conclusion of the hearing.

B. The Board may request any party to submit proposed written findings of fact and shall provide the other party the opportunity to review and comment on the proposed finding submitted. If both parties prepare proposed findings of fact, no opportunity to review and comment need be provided.

C. When findings of fact have been prepared, either party or the Clerk may submit a written request for clarification about the details of the decision, but such clarification shall not alter the final determination of the Board.

D. In any case in which findings of fact are requested, the Board may require one or both parties to prepare findings of fact and submit them to Board for review, as well as submit the proposed findings to the opposing party for comment as required by Rule No. 25 and/or State Property Tax Rule No. Rule 325. The copy provided to the Board must be in electronic format unless the party does not have reasonable access to a computer.

Rule No. 26. POST HEARING PROCEDURES.

Reference: Revenue and Taxation Code Section 1601 et seq.

A. The decision of the Board upon an application is final. The Board shall not reconsider or rehear an application or modify a decision unless:

(1) The decision reflects a ministerial clerical error; or

(2) The decision was entered as the result of the applicant's failure to appear for the hearing and within the period established pursuant to Rule No. 17 and/or State Property Tax Rule No. 313, the applicant furnishes evidence establishing, to the satisfaction of the Board, excusable good cause for the failure to appear.

B. At any time before the Board announces its decision on the matter, the Board on its own motion may reopen any matter pending before it and set it for further hearing to receive additional evidence or to obtain clarification of issues from any party or parties.

EXHIBIT A

NAPA COUNTY ASSESSMENT APPEALS BOARD

LOCAL RULES

Article XIII, section 16 of the California Constitution, provides a county board of supervisors with the authority to adopt local rules relating to noticing and other procedures required to facilitate the work of a county's Assessment Appeals Board. The Napa County Board of Supervisors adopted the local rules set forth in this handbook pursuant to this constitutional authority.

State regulations regarding the conduct of Assessment Appeals Board hearings are set forth in Title 18 of the California Code of Regulations (commonly known as the Property Tax Rules). The Board of Supervisors enacted its local rules by adopting Property Tax Rules 301 through 326, modifying each rule where appropriate.

The Napa County Board of Supervisors formed the Assessment Appeals Board to hear and determine applications made by property owners and other affected persons for changes in the assessed value of their property. The rules and procedures contained herein summarize the rights and obligations of a person who applies for a change in the assessed value of property. However, it does not constitute an exhaustive explanation of the law. For that purpose, you are advised to consult a private attorney. It is the obligation of the Assessment Appeals Board to equalize the assessed values of property. In fulfilling its obligation the Assessment Appeals Board may, based upon evidence presented at the hearing, raise, lower, or leave unchanged the assessed value of property.

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Rule No. 1. DEFINITIONS AND GENERAL PROVISIONS.

Reference: Revenue and Taxation Code Sections 110, 110.1, 110.5, 1601, 1603 et seq.
Government Code Section 31000.6.

The provisions set forth in this Rule govern the construction of Napa County Assessment Appeals Board Local Rules.

A. "County" is Napa County.

B. "Assessor" is the assessor of the County.

C. "Auditor" is the auditor of the County.

D. "Board" or "AAB" is the Assessment Appeals Board of the County.

E. "Chair" is the chair of the Assessment Appeals Board.

F. "Clerk" is the clerk of the Assessment Appeals Board.

G. "Person affected" or "party affected" is any person or entity having a direct economic interest in the payment of property taxes on the property for the valuation date that is the subject of the proceedings under this section. "Person affected" or "party affected" shall include the property owner, a lessee required by the property lease to pay the property taxes, and a property owner who acquires an ownership interest after the lien date if the new owner is also responsible for payment of property taxes for the lien date that is the subject of the application.

H. "Application" is the completed Assessment Appeal Application form filed with the Clerk of the Assessment Appeals Board.

I. "Applicant" means a taxpayer that has filed an Assessment Appeal Application form with the Clerk.

J. "Full cash value" or "fair market value" is the value provided in sections 110 and 110.1 of the Revenue and Taxation Code.

K. "Restricted value" is a value standard other than full cash value prescribed by the Constitution or by statute authorized by the Constitution.

L. "Full value" is either the full cash value or the restricted value.

M. "Equalization" is the determination by the Board of the correct full value for the property that is the subject of the hearing.

N. "County legal advisor" is the County Counsel of the County, or outside counsel specifically retained to advise the Board.

O. "Authorized agent" is one who is directly authorized by the applicant to represent the applicant in an assessment appeals proceeding.

P. "Days" means calendar days.

Rule No. 2. THE BOARD'S FUNCTION AND JURISDICTION.
Reference: Revenue and Taxation Code Sections 531.1, 1603, 1604, 1605.5.

A. The functions of the Board are:

(1) To lower, sustain, or increase upon application, or to increase after giving notice when no application has been filed, individual assessments in order to equalize assessments on the local tax assessment roll;

(2) To determine the full value and, where appealed, the base year value of the property that is the subject of the hearing;

(3) To hear and decide penalty assessments, and to review, equalize and adjust escaped assessments on that roll except escaped assessments made pursuant to Revenue and Taxation Code section 531.1;

(4) To determine the classification of the property that is the subject of the hearing, including classifications within the general classifications of real property, improvements, and personal property. Such classifications may result in the property so classified being exempt from property taxation, or reclassified to assessable property;

(5) To determine the allocation of value to property that is the subject of the hearing; and

(6) To exercise the powers specified in sections 1605.5 of the Revenue and Taxation Code.

B. Except as provided in subsection (A)(4), the Board has no jurisdiction to grant or deny exemptions or to consider allegations that claims for exemption from property taxes have been improperly denied.

C. The Board acts in a quasi-judicial capacity and renders its decision only on the basis of proper evidence presented at the hearing.

Rule No. 2a. TRAINING.
Reference: Revenue and Taxation Code Section 1624.01

A. To ensure that the members of the Board are knowledgeable of the statutes, rules, policies, and administrative procedures within their jurisdiction, all members are required to complete a training course prescribed by State Board of Equalization.

B. Every person newly appointed as a member of the Board shall successfully complete training conducted by the State Board of Equalization prior to the commencement of his or her term on the Board or as soon as is reasonably possible within one (1) year thereafter. A member who does not complete this mandated training as stated above shall complete the training within sixty (60) days of the date of the notice by the Clerk advising the member that their failure to complete the training constitutes resignation by operation of law. If the member fails to comply within the 60-day period, the member shall be deemed to have resigned the position on the Board. A Board member may continue to retain his or her position on the Board in order to complete all appeal hearings to which the member is assigned and which commenced prior to the date of resignation.

Rule No. 3. APPLICATION.

Reference: Revenue and Taxation Code Sections 51, 166, 170, 408.1, 469, 619, 1603, 1603.5, 1604, 1605, 1636, 5097, and 5097.02. Government Code Section 25105.5.

No change in an assessment sought by a person affected shall be made unless the following application procedure is followed:

A. ELIGIBLE PERSONS.

(1) An application is filed by a person affected or the person's agent, or a relative mentioned in Rule No. 20 and/or State Property Tax Rule No. 317. If the application is made by an agent, other than an authorized attorney licensed to practice in this state who has been retained and authorized by the applicant to file the application, written authorization to so act must be filed with the application. For purposes of signing an application on behalf of an applicant, an agent shall be deemed to have been duly authorized if the applicant's written agent authorization is on the application or attached to each application at the time it is filed with the Board. The attached authorization shall include the following:

(a) The date the authorization statement is executed;

(b) A statement to the effect that the agent is authorized to sign and file applications in the specific calendar year in which the application is filed;

(c) The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located in Napa County;

(d) The name, address, and telephone number of the specific agent who is authorized to represent the applicant;

(e) The applicant's original signature and title. This includes electronic signatures; and

(f) A statement that the agent will provide the applicant with a copy of the application.

(2) . The application form shall show that the agent's authorization was attached to the application. An agent must have authorization to file an application at the time the application is filed; retroactive authorizations are not permitted.

(3) If the applicant is a corporation, limited partnership, or a limited liability company, the agent authorization must be signed by an officer or authorized employee of the business entity.

B. **SIGNATURE AND VERIFICATION.** The application shall be in writing and signed by the applicant or the applicant's agent with declaration under penalty of perjury that the statements made in the application are true and that the person signing the application is one of the following:

(1) The person affected, a relative mentioned in Rule No. 20 and/or State Property Tax Rule No. 317, an officer of a corporation, or an employee of a corporation who has been designated in writing by the board of directors or corporate officer to represent the corporation on property tax matters;

(2) An agent authorized by the applicant as indicated in the agent's authorization portion of the application;

(3) An attorney licensed to practice law in this state who has been retained by the applicant and who has been authorized by the applicant, prior to the time the application is filed, to file the application.

C. **FORM AND CONTENTS.** The county shall provide application forms free of charge. All applications must be made on these forms. Unless specifically authorized by the Clerk, a separate application must be filed for each parcel of real property and for each assessment of personal (unsecured) property. In the event that an entire subsection is appealing values and each parcel has identical information the clerk shall authorize a single appeal for that subsection.

(1) The application shall require that the applicant provide the following information:

(a) The name and address of the applicant.

(b) The name and address of the applicant's agent, if any. If the applicant is represented by an agent, both the applicant's actual mailing address and the agent's mailing address shall be provided on the application.

(c) The applicant's written authorization for an agent, if any, to act on the applicant's behalf.

(d) The parcel number and a description of the property that is the subject of the application sufficient to identify it on the assessment roll.

(e) The applicant's opinion of the value of the property on the valuation date of the assessment year in issue.

(f) The roll value on which the assessment of the property was based.

(g) The facts relied upon to support the claim that the Board should order a change in the assessed value, base year value, or classification of the subject property. The amount of the tax or the amount of an assessed value increase shall not constitute facts sufficient to warrant a change in assessed values.

(2) The form shall also include:

(a) A notice that a list of property transfers within the County that have occurred within the preceding two-year period is open to inspection at the assessor's office to the applicant upon payment of a fee.

(b) A notice that written findings of fact will be prepared by the Board upon request if the applicable fee is paid. An appropriate place for the applicant to make the request shall be provided.

(3) An application may include one or more reasons for filing the application. An application may include both property on the secured roll and property on the unsecured roll if related to the same APN.

(4) An application that includes the correct information required by subsection (1) is valid and no additional information shall be required of the applicant on the application form.

(5) If an application for appeal of property subject to an escape assessment resulting from an audit conducted by the county assessor, then all property, both real and personal, of the applicant at the same profession, trade, or business location shall be subject to review, equalization, and adjustment by the Board. An application may not be filed for property that has previously been equalized for the year in question.

(6) If a duplicate application (as defined in Revenue and Taxation Code Section 1603.5) is filed, the Clerk may accept only the first application filed and may reject any duplicate application.

D. **TIME OF FILING.**

(1) An application appealing a regular assessment shall be filed with the Clerk during the regular filing period beginning July 2 but no later than November 30. A regular assessment is one placed on the assessment roll for the most recent lien date, prior to the closing of that assessment roll.

(2) Applications with an original signature must be filed with the Clerk between July 2 and November 30. If hand delivered, the application must reach the Clerk’s office before 5:00 p.m. on November 30. If mailed, the application must be postmarked no later than November 30. The address is: Clerk of the Assessment Appeals Board, 1195 Third Street, Suite 310, Napa,

California 94559-3082. If filing electronically, the application must be submitted by 5:00 p.m. on November 30 through the Napa County web portal that can be found at https://www.napacounty.gov/1415/Assessment-Appeals.

(3) An application for a reduction in assessment made outside the regular assessment period submitted pursuant to Revenue & Taxation Code § 1603(a) is required to be filed no later than 60 days after the date of mailing printed on the tax bill or postmark therefor, whichever is later.

(4) The tax bill shall fulfill the requirement of written notice of assessment for assessments made outside the regular assessment period.

(5) An application appealing a proposed reassessment made for property damaged by misfortune or calamity pursuant to section 170 of the Revenue and Taxation Code must be filed with the Clerk no later than six months after the date of mailing of the notice of proposed reassessment by the assessor. The decision of the Board regarding the damaged value of property shall be final; however, the decision regarding the reassessment made pursuant to section 170 shall create no presumption regarding the value of the property subsequent to the date of the damage.

(6) An application may be filed within 60 days of receipt of a notice of assessment or within 60 days of the mailing of a tax bill, whichever is earlier, when the taxpayer does not receive the notice of assessment described in section 619 of the Revenue and Taxation Code at least 15 calendar days prior to the close of the regular filing period. The application must be filed with an affidavit from the applicant declaring under penalty of perjury that the notice was not timely received.

(7) A completed application will be deemed to have been timely filed:

(a) If it is sent by U.S. mail, properly addressed with postage prepaid and is postmarked on the last day of the filing period or earlier within such period;

(b) If proof satisfactory to the Board establishes that the mailing occurred on the last day of the filing period or within such period. Any statement or affidavit made by an applicant asserting such a timely filing must be made within one year of the last day of the filing period;

(c) If filed electronically by 5:00 p.m. on the last day of the filing period; or

(d) If submitted in person by 5:00 p.m. on the last day of the filing period.

(8) An application filed by mail that bears both a private business postage meter postmark date and a U.S. Postal Service postmark date will be deemed to have been filed on the date that is the same as the U.S. Postal Service postmarked date, even if the private business postage meter date is the earlier of the two postmarked dates. If the last day of the filing period falls on Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be deemed timely filed. If the county's offices are closed for business

prior to 5:00 p.m. or for the entire day on which the deadline for filing falls, that day shall be considered a legal holiday.

(9) Except as provided in sections 1603 and 1605 of the Revenue and Taxation Code, the Board has no jurisdiction to hear an application unless filed within the time periods specified above.

(10) An application filed without the required filing fee will be deemed invalid and shall not be accepted by the Board. Prompt notice that the application is invalid will be given by the Clerk to the applicant, and where applicable, the applicant's agent. An applicant or the applicant's agent who received notice shall be given 14 days to submit the required filing fee in order to cure the invalid application.

E. **AMENDMENTS AND CORRECTIONS.**

(1) An applicant or an applicant's agent may amend an application until 5:00 p.m. on the last day upon which the application might have been timely filed.

(2) After the filing period has expired:

(a) Except as provided in Rule 3a, an application that does not include the information required by subsection (C)(1) of this Rule is invalid and shall not be accepted by the Board. Notice that an application is invalid shall be given by the Clerk to the applicant and, where applicable, the applicant's agent. An applicant or the applicant's agent who has received notice shall refile within the appropriate filing period, or shall correct any errors and/or omissions within 14 days after notice was given that it is incomplete. Disputes concerning the validity of an application shall be resolved by the Board in a validity hearing described in Rule 3a.

(b) The applicant or the applicant's agent may amend an application provided that the effect of the amendment is not to request relief additional to, or different in nature from, that originally requested.

(c) Upon request of the applicant or the applicant's agent, the Board, in its discretion, may allow the applicant or the applicant's agent to make amendments to the application in addition to those specified in subsections (a) and (b) to state additional facts claimed to require a reduction of the assessment that is the subject of the application.

(i) The applicant or the applicant's agent shall state the reasons for the request, which shall be made in writing and filed with the Clerk of the Board prior to any scheduled hearing, or may be made orally at the hearing. If made in writing, the Clerk shall provide a copy to the assessor upon receipt of the request.

(ii) As a condition to granting a request to amend an application, the Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code.

(iii) If a request to amend is granted, and upon the request of the assessor, the hearing on the matter shall be continued by the Board for no less than 45 days, unless the parties mutually agree to a different period of time.

(iv) An applicant or an applicant's agent shall be permitted to present testimony and other evidence at the hearing to support a full value that may be different from the opinion of value stated on the application. The presentation of such testimony or other evidence shall not be considered a request to amend or an amendment to the application.

F. **CLAIM FOR REFUND.** If a valid application is designated as a claim for refund pursuant to section 5097 of the Revenue and Taxation Code, the applicant shall be deemed to have challenged each finding of the Board and to have satisfied the requirements of section 5097.02 of the Revenue and Taxation Code.

G. **CONSOLIDATION OF APPLICATIONS.** The Board on its own motion or on a timely request of the applicant(s) or the assessor may consolidate applications when the applications present the same or substantially related issues of valuation, law, or fact. If applications are consolidated, the Board shall notify all parties of the consolidation.

Rule No. 3a. VALIDITY AND JURISDICTIONAL HEARINGS.

A. **VALIDITY HEARING.** When the Clerk determines that an application is incomplete and the applicant does not remedy the deficiency after the Clerk provides notice of its incompleteness under Rule 3(E)(2)(a), the application will be deemed invalid. Within 14 days after the date set forth in the notice of the Clerk for the applicant to remedy any deficiency, the applicant may request a hearing before the Board to determine the validity of the application. After receiving a request for a Validity Hearing, the Clerk shall set the matter for a hearing solely on the question of the validity of the application. The Clerk is entitled to a presumption that the Clerk's determination is correct, but an applicant may present evidence to rebut the presumption or to establish an exception to the requirements of Rule 3 based on the circumstances. If the Board determines that the evidence presented at the validity hearing demonstrates that the application is complete, or that a valid exception to Rule 3 exists based on the circumstances, the Board will declare the application complete and the application will be scheduled for a hearing on the merits of the appeal at a future date. The Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code. If the Board determines that the Clerk's determination was correct and the application was not complete, the Board will deny the application as incomplete and the case will be closed. A denial based on an incomplete application shall be considered a final determination by the Board.

B. **JURISDICTIONAL HEARING.** The Board does not have jurisdiction to hear an appeal filed after the deadlines established by the Revenue and Taxation Code. When any application is received by mail or personal delivery on a date that is after that application's applicable filing deadline, the Clerk shall promptly notify the applicant or applicant's agent of the untimely filing status. The Clerk's notice shall contain an explanation of the untimely filing, a notice of the availability of a jurisdictional hearing before the Board, and a warning that unless

a request for a jurisdictional hearing is made within 14 days from the date of the Clerk's notice, the application will be deemed invalid. If, within 14 days from the notice of the Clerk, the applicant presents evidence to the Clerk relating to the timeliness of the application and requests a jurisdictional hearing, the Clerk shall schedule a jurisdictional hearing on the timeliness of the application and will provide the applicant and the Assessor with notice of the date and time for the jurisdictional hearing. If the Board determines that the evidence presented at the jurisdictional hearing demonstrates that the application was filed within the appropriate time requirements, the Board will declare the application timely filed and the application will be scheduled for a hearing on the merits of the appeal at a future date. The Board may require the applicant to sign a written agreement extending the two-year period indefinitely provided in section 1604 of the Revenue and Taxation Code. If the Board determines that the application was not filed within the appropriate time requirements, the Board will deny the application for lack of jurisdiction to hear the application on the merits and the case will be closed. A denial based on an untimely application shall be considered a final determination by the Board.

Rule No. 4. EXCHANGE OF INFORMATION.

Authority: Government Code Section 15606(c).
Reference: Revenue and Taxation Code Sections 408, 441, 1606, 1609.4.

A. **REQUEST FOR INFORMATION BY ASSESSOR.** At any time, the Assessor may request information or records regarding a property or any other personal property located on the property, pursuant to Section 441 of the Revenue and Taxation Code. If a taxpayer fails to provide information to the Assessor in accordance with this Rule and introduces any of the requested materials or information at any hearing before the Board, the assessor may request and shall be granted a continuance for a reasonable period of time. The continuance shall extend the two-year period specified in subdivision (c) of Section 1604 of the Revenue and Taxation Code for a period of time equal to the period of the continuance.

B. **REQUEST FOR INFORMATION BY ASSESSEE.** At any time, an assessee, or the assessee's authorized agent, may request to inspect or copy any market data in the Assessor's possession, pursuant to Section 408 of the Revenue and Taxation Code. If the Assessor fails to permit the inspection for copying of materials or information as requested pursuant to this Rule and the Assessor introduces any requested materials or information at any hearing before the Board, the assesse or authorized agent may request and shall be granted a continuance for a reasonable period of time. The continuance shall extend the two-year period specified in subdivision (c) of Section 1604 of the Revenue and Taxation Code for a period of time equal to the period of the continuance.

C. **FORMAL REQUEST FOR EXCHANGE OF INFORMATION.**

(1) When the assessed value of the property involved, before deduction of any exemption accorded the property, is $100,000 or less, the applicant may file a written request for an exchange of information with the assessor. When the assessed value before deduction of any exemption exceeds $100,000, either the applicant or the assessor may request such an exchange of information with the assessor. The request may be filed with the Clerk at the time an application for hearing is filed or may be submitted to the other party and the Clerk at any time prior to 30 days before the commencement of the hearing. For purposes of determining the date

upon which the exchange was deemed initiated, the date of postmark as affixed by the United States Postal Service, or the date certified by a bona fide courier services on the envelope or package containing the information shall control. The Clerk shall, at the earliest opportunity, forward any request filed with the application or a copy thereof to the other party. The request shall contain the basis of the requesting party's opinion of value for each valuation date at issue and the following data:

(a) COMPARABLE SALES DATA. If the opinion of value is to be supported with evidence of comparable sales, the properties sold shall be described by the assessor's parcel number, street address or legal description sufficient to identify them. With regard to each property sold there shall be presented the approximate date of sale, the price paid, the terms of sale (if known), and the zoning of the property.

(b) INCOME DATA. If the opinion of value is to be supported with evidence based on an income study, there shall be presented: the gross income, the allowable expenses, the capitalization method (direct capitalization or discounted cash flow analysis), and rate or rates employed.

(c) COST DATA. If the opinion of value is to be supported with evidence of replacement cost, there shall be presented:

(i) With regard to improvements to real property: the date of construction, type of construction, and replacement cost of construction.

(ii) With regard to machinery and equipment: the date of installation, replacement cost, and any history of extraordinary use.

(iii) With regard to both improvement and machinery and equipment: facts relating to depreciation, including any functional or economic obsolescence, and remaining economic life.

The information exchanged shall provide reasonable notice to the other party concerning the subject matter of the evidence or testimony to be presented at the hearing. There is no requirement that the details of the evidence or testimony to be introduced must be exchanged.

(2) If the party requesting an exchange of data under this subsection has submitted the data required therein within the specified time, the other party shall submit a response to the initiating party at least 15 days prior to the hearing. The response shall be supported with the same type of data required of the requesting party. When the Assessor is the respondent, the Assessor shall submit the response to the address shown on the application or on the request for exchange of information, whichever is filed later. The initiating party and the other party shall provide adequate methods of submission to ensure to the best of their ability that the exchange of information process is completed at least 10 days prior to the hearing.

(3) Whenever information has been exchanged pursuant to this Rule, the parties may introduce evidence only on matters pertaining to the information so exchanged unless the other party consents to introduction of other evidence. However, at the hearing, each party may introduce new material relating to the information received from the other party. If a party

introduces such new material at the hearing, the other party, upon request, shall be granted a continuance for a reasonable period of time subject to Rule No. 23 and/or State Property Tax Rule No. 323's tolling requirements.

(4) If one party initiates a request for information and the other party does not comply within the time specified in subsection (C)(2), the Board may grant a postponement for a reasonable period of time. The postponement shall extend the time for responding to the request. If the Board finds willful noncompliance on the part of the noncomplying party, the hearing will be convened as originally scheduled and the noncomplying party may comment on evidence presented by the other party but shall not be permitted to introduce other evidence unless the other party consents to such introduction.

Rule No. 5. PREHEARING CONFERENCE.

Reference: California Constitution Article XIII, Section 16.
Revenue and Taxation Code Section 1601 et seq.

A. A prehearing or status conference may be set by the Clerk at the request of the applicant or the applicant's agent, the Assessor, or at the direction of the Board. The purpose of a prehearing or status conference is to resolve issues such as, but not limited to, clarifying and defining the issues, determining the status of exchange of information requests, stipulating to matters on which agreement has been reached, combining applications into a single hearing, bifurcating the hearing issues, and scheduling a date for the Board to consider evidence on the merits of the application.

B. The Clerk shall set the matter for a prehearing or status conference upon the request of either party and shall notify the applicant or the applicant's agent and the Assessor of the time and date of the conference. Notice of the time, date, and place of the conference shall be given not less than 30 days prior to the conference, unless the Assessor and the applicant stipulate in writing to a shorter notice period.

Rule No. 6. APPLICATION FOR EQUALIZATION UNDER REVENUE AND TAXATION CODE SECTION 469.

Reference: Government Code Section 15606(c).
Revenue and Taxation Code Sections 23, 408, 469, 531, 531.8, 533, 534, 1603 and 1605.

A. **GENERAL**. In addition to any rights of appeal of escape or supplemental assessments as described in Rule No. 3 and/or State Property Tax Rule No. 305(D)(3) of the section, if the result of an audit discloses property subject to an escape assessment for any year covered by the audit, then, pursuant to section 1605 of the Revenue and Taxation Code, an application may be filed for review, equalization, and adjustment of the original assessment of all property of the applicant at the location of the profession, trade, or business for that year. An application may not be filed for any property that has previously been equalized for the year in question.

B. **DEFINITIONS**. For purposes of subsection (A) of this Rule:

(1) “Audit” means any audit of the books and records of a taxpayer engaged in a profession, trade, or business who owns, claims, possesses, or controls locally assessable business tangible personal property and trade fixtures within the county.

(2) “Property subject to an escape assessment” means any individual item of the applicant’s property that was under assessed or not assessed at all when the assessor made the original assessment of the applicant's property, and which has not been previously equalized by an appeals board, regardless of whether the assessor actually makes or enrolls an escape assessment. Property is subject to an escape assessment even if the audit discloses an overassessment of another portion of an item of the property, and the amount of the underassessment could be offset completely by the amount of overassessment. If the audit discloses that any property was subject to an escape assessment, the assessor shall include that fact as a finding presented to the taxpayer as required by State Property Tax Rule No. 191. If no such finding is made by the assessor, the taxpayer may file an application and present evidence to the Board of the existence and disclosure of property subject to escape assessment. For purposes of this Rule only, “material value” means value of no less than one percent of the audited value of the taxpayer’s trade fixtures and tangible personal property for the year under audit. If the Board determines that property subject to escape assessment was disclosed as a result of an audit, the Board shall permit the taxpayer's section 469 appeal.

(3) “Result of an audit” means the final conclusions reached by the assessor during the audit process as described in State Property Tax Rule No. 191.

(4) “Original assessment” means the assessment and any subsequent roll corrections or roll changes prior to the date of the commencement of the audit for the roll year for which the result of the audit discloses property subject to an escape assessment.

(5) “All property of the applicant” means any property, real or personal, assessed to the applicant, or the applicant's statutory or legal predecessor in interest, at the location of the profession, trade, or business for the year of the audit.

(6) “Location of the profession, trade, or business” means a site, as determined by the Board, where the property subject to the escape assessment in located. Site includes all property within the same appraisal unit as the property that is subject to escape assessment. Site also includes other property not within the same appraisal unit as the property that is subject to escape assessment, when the other property and the property that escaped assessment function as part of the same economic unit of profession, trade, or business. A “location of the profession, trade, or business” may include multiple parcels of real property, noncontiguous parcels, parcels with separate addresses, and parcels in separate revenue districts within the county.

(7) “Property that has been previously equalized for the year in question” means that the Board has previously made a final determination of full value for that item, category, or class of property that was the subject of an assessment appeals hearing or was the subject of a stipulated agreement approved by the Board. An item, category, or class of property, or portion thereof, shall be deemed to have been the subject of a hearing or of a stipulated agreement only to the extent the Board's decision or the stipulated agreement specifically identify the value of

such item, category, or class, or portion thereof, as having been contested and resolved at hearing or as having been agreed to by the parties in stipulation.

C. **NOTICE OF AUDIT RESULTS**. Upon completion of an audit of the applicant's books and records, the assessor shall notify the applicant in writing of the results of the audit as defined in subsection (B)(3) of this Rule for all property, locations, and years that were the subject of the audit. At the request of the applicant, the assessor shall permit the applicant or designated representative to inspect or copy any information, documents, or records relating to the audit in accordance with the provisions of Revenue and Taxation Code section 408.

D. **NOTICE FOR FILING AN APPLICATION**. An application shall be filed with the Clerk no later than 60 days after the date of mailing of the notice of audit results. The notice shall be mailed to the applicant by regular United States mail directed to the applicant at the applicant's latest address known to the assessor, unless, prior to the mailing of the notice, the assessor is notified in writing by the applicant of a change in address. The notice for purposes of filing an application shall be one of the following, depending upon the conclusion(s) of the audit:

(1) The notice of escape assessment pursuant to Revenue and Taxation Code section 534 shall serve as the notice.

(2) Where the assessor does not enroll an escape assessment resulting from the audit or when the escape assessment is enrolled but offset pursuant to Revenue and Taxation Code section 533, the assessor's written notification of the audit results for the property, locations, and each year that were the subject of the audit as described in subsection (C) of this Rule shall be the notice. The notice of audit results showing property subject to escape assessment for each year shall indicate that it is the notice of the applicant's right to file an application.

E. **EXAMPLES**. The following examples are illustrative of the foregoing criteria. Examples 1 and 2 concern “who may file” an application on the applicant's property. Examples 3, 4, and 5 clarify the “location” of the profession, trade, or business.

> EXAMPLE 1. Taxpayer ABC owns and is assessed for land, a building, and business property. ABC leases the entire business to XYZ. The county assessor conducts an audit of ABC and the result of the audit discloses property subject to an escape assessment. ABC, as the applicant, can file an application for equalization for all property, real and personal, where the property subject to the escape assessment is located. In addition, XYZ may file an application for equalization of ABC's property if XYZ qualifies as a person affected pursuant to Rule No. 2 and/or State Property Tax Rule 302.
>
> EXAMPLE 2: Taxpayer ABC owns and is assessed for land and a building. ABC leases the land and building to XYZ. XYZ operates a business in ABC's building and is assessed for business tangible personal property and trade fixtures. The county assessor conducts an audit of XYZ, and the result of the audit discloses property subject to an escape assessment. XYZ, as the applicant, can file an application for equalization on his personal property and trade fixtures only. XYZ cannot file an application on ABC's land and building as this is not property of the applicant. In addition, since ABC is not a

person affected pursuant to Rule No. 2 and/or State Property Tax Rule 302, he cannot file an application on either ABC's land and building or XYZ's personal property and fixtures.

EXAMPLE 3: An applicant conducts a profession, trade, or business on a campus-like setting that is composed of three separate buildings. Each building has its own address and assessor's parcel number and is owned and operated by the same applicant. If an audit discloses any property subject to an escape assessment, then all property of the applicant on the campus is eligible for equalization if the Board determines that it functions and is operated as one economic unit of profession, trade, or business.

EXAMPLE 4. An applicant operates five grocery stores in a county. Although the stores are owned and operated by one applicant, carry the same type of merchandise, and share in common advertising, each store operates independently. If property subject to an escape assessment is discovered only at one store, the property at that store's location is subject to equalization following an audit. The other four stores are not considered property at the site of the profession, trade, or business where the escape assessment occurred, as they operate independently as separate economic units.

EXAMPLE 5: An applicant owns and operates a department store with a parking garage on an adjacent parcel. The parcel that houses the parking garage has no personal property or fixtures located on it. If an audit discloses personal property subject to an escape assessment for the department store, the parking garage would also be eligible for equalization if the Board determines that the parcels with the garage and the store are part of the same appraisal unit or economic unit of the profession, trade, or business.

F. **JURISDICTION OF THE BOARD**. Nothing in this Rule shall be interpreted to limit or enlarge a Board's jurisdiction under specific statutory provisions or other Rules of this section.

Rule No. 7. BASE YEAR VALUE PRESUMPTION.

Reference: Revenue and Taxation Code Sections 80, 81, 110.1, 1603, 1605.

A. The Board decision that the full cash value, as defined in section 110 of the Revenue and Taxation Code, is lower than the adjusted base year value (the base year value adjusted to reflect inflation as prescribed by section 110.1, subdivision (f), of the Revenue and Taxation Code) will not establish a new base year value, unless the base year value is the subject of the appeal.

B. The full cash value determined for property that is purchased, is newly constructed, or changes ownership after the 1975 lien date, shall be conclusively presumed to be the base year value, unless an application for equalization is filed:

(1) Within the time period specified in section 1605 of the Revenue and Taxation Code following a determination of new construction or change in ownership;

(2) During the regular equalization period provided for in section 1603 of the Revenue and Taxation Code for the year in which the assessment is placed on the assessment

roll, or is filed during the regular equalization period in any of the three succeeding years. Any determination of full cash value by the Board, or by a court of law resulting from such filing shall be conclusively presumed to be the base year value beginning with the lien date of the assessment year in which the appeal is filed; or

(3) At any time after the time period specified in (1) or (2) if the applicant claims that an erroneous change in ownership determination occurred.

C. Any base year value determined pursuant to section 51.5 of the Revenue and Taxation Code shall be conclusively presumed to be the base year value unless an application is filed during the regular equalization period in the year in which the error was corrected or during the regular equalization period in any of the three succeeding years. Once an application is filed, the base year value determined pursuant to that application shall be conclusively presumed to be the base year value for that assessment event.

D. An application for equalization made pursuant to sections 1603 or 1605 of the Revenue and Taxation Code, when determined, shall be conclusively presumed to be the base year value for that assessment event.

Rule No. 8. COPY OF APPLICATION, AMENDMENT, AND CORRECTION TO ASSESSOR.

Authority: Government Code Section 15606.
Reference: Revenue and Taxation Code Sections 1603, 1606.

The Clerk shall transmit to the assessor a copy of each application for a change in assessment and each written request for amendment or correction that is received. A reasonable time shall be allowed before the hearing for the assessor to obtain information relative to the property and the assessment thereof.

Rule No. 9. NOTICE OF HEARING.

Reference: Revenue and Taxation Code Sections 50, 51, 1601, 1603, 1606, 1610.8, 1620.

A. After the filing of an application for reduction of an assessment, the Clerk shall set the matter for hearing and notify the applicant or the applicant's agent in writing by personal delivery or by depositing the notice in the United States mail directed to the address given in the application. If requested by the assessor or the applicant, the Clerk may electronically transmit the notice to the requesting party. The notice shall designate the time and place of the hearing. It shall also include a statement that the Board is required to find the full value of the property from the evidence presented at the hearing and that the Board can raise, under certain circumstances, as well as lower or confirm the assessment being appealed. The notice shall include a statement that an application for a reduction in the assessment of a portion of an improved real property (e.g., land only or improvements only) or a portion of installations which are partly real property and partly personal property (e.g., only the improvement portion or only the personal property portion of machinery and equipment) may result in a reassessment of all property of the applicant at the site which may result in an increase in the unprotested assessment

of the other portion or portions of the property, which increase will offset, in whole or in part, any reduction in the protested assessment.

B. The notice shall be given no less than forty-five days prior to the hearing unless a shorter notice period has been stipulated to by the assessor and the applicant or the applicant's agent pursuant, to section 1605.6 of the Revenue and Taxation Code.

C. The Clerk shall notify the assessor of the time and place of the hearing.

D. When proposing to raise an assessment on its own motion without an application for reduction pending before it, the Board shall give notice of the hearing in the manner provided below not less than 20 days prior to the hearing unless 1) notice is waived by the applicant or the applicant's agent in writing in advance of the hearing; 2) notice is waived orally at the time of the hearing; or 3) a shorter notice period is stipulated to by the assessor and applicant or the applicant's agent. The notice shall be given to the applicant as shown on the latest assessment roll by depositing the notice in the United States mail directed to the applicant at the latest address of the applicant available to the assessor on file in the records in the assessor's office. It shall contain:

(1) A statement that a hearing will be held before the Board to determine whether or not the assessment shall be raised;

(2) The time and place of the hearing;

(3) The assessor's parcel number or numbers of the property as shown on the local roll;

(4) A statement that the Board is required to find the full value of the property from the evidence presented at the hearing;

(5) The amount by which it is proposed to raise the assessment.

Rule No. 10. WITHDRAWAL.

All withdrawals must be submitted in writing by completing an Assessment Appeal Withdrawal form (BOE-305-WD REV. 01 (09-10)) and is final upon approval of the Board. The Board may, for good cause, allow a withdrawal to be rescinded.

Rule No. 11. REQUEST FOR FINDINGS.

Reference: Revenue and Taxation Code Sections 1603, 1611.5, 1611.6.

A. If an applicant or the assessor desires written findings of fact, the request must be in writing and submitted to the Clerk before commencement of the hearing. The requesting party may abandon the request and waive findings at the conclusion of the hearing. If the requesting party abandons the request at this time, the other party may orally or in writing renew the request at the conclusion of the hearing and accompany the request with payment of the required fee or deposit. The County Board of Supervisors has imposed a reasonable fee to cover the expense of preparing the findings and conclusions. If, at the conclusion of the hearing, a party requesting

written findings has failed to pay the required fee, the Board need not prepare written findings. The Board may deny a request made after the conclusion of the hearing that seeks to waive written findings.

Under County Resolution 2006-62 the party must pay a deposit for written findings of fact in the amount of a $150.00 for residential properties or undeveloped land and $250 for commercial, industrial or developed agricultural properties, including agricultural-zoned parcels containing commercial or industrial uses, including wineries. The deposit is refundable only if the request for preparation of written findings has been withdrawn prior to the close of the hearing on the assessment appeal. In addition, the party requesting written findings must pay the costs incurred by the County legal advisor in preparing the findings. The deposit must be paid before the matter is submitted for decision. Any additional amount will be billed by the County and must be paid prior to the transmittal of the findings and conclusions to any party.

B. The written findings of fact shall fairly disclose the Board's findings on all material points raised in the application and at the hearing. The findings shall also include a statement of the methods of valuation used in determining the full value of the property. The Board shall provide findings within 45 days after the final determination of the Board is entered into the record pursuant to Rule 25 and/or State Property Tax Rule No. 325, unless a longer period of time is agreed between the parties, and shall accompany them with a notice that a request for a transcript of the hearing must be made within 60 days after the final determination.

C. If the Board fails to make findings upon request, or if findings made are found by a reviewing court to be so deficient that a remand to the Board is ordered to secure reasonable compliance with the elements of findings required by section 1611.5 of the Revenue and Taxation Code, the action of the Board shall be deemed to be arbitrary and capricious within the meaning of section 800 of the Government Code, so as to support an allowance of reasonable attorney's fees against the county for the services necessary to obtain proper findings. The dollar limitation set forth in section 800 of the Government Code shall not apply to an allowance of attorney's fees pursuant to this section.

Rule No. 12. CONFLICT OF INTEREST.

A. Section 1624.2 of the Revenue and Taxation Code provides that “no member of an assessment appeals board shall knowingly participate in any assessment appeal proceeding wherein the member has an interest in either the subject matter of or a party to the proceeding of such nature that it could reasonably be expected to influence the impartiality of his judgment in the proceeding.” A violation of this section establishes cause for removal under section 1625 of the Revenue and Taxation Code, which allows a board of supervisors to remove any member of a Board for cause.

B. Each Board member is subject to Chapter 7, Article 1 of the Political Reform Act (Gov. Code §§ 87100 et seq.) which prohibits a member from making or attempting to influence a governmental decision in which the member has a financial interest. Board members shall disqualify themselves promptly upon becoming aware of any potential violation of these provisions.

C. Board members may disqualify themselves from any matter pending before the Board for any reason which the members deem to constitute good cause. The reason shall be stated on the record.

When findings are requested on an application which involves both value issues (heard by the Board) and change-in-ownership or new construction issues, i.e. legal issues, findings are completed after a final determination is made on the legal issues and valuation issues respectively.

Rule No. 13. APPLICATION FOR EQUALIZATION BY MEMBER.
Reference: Revenue and Taxation Code Section 1622.6.

An application for equalization filed pursuant to sections 1603 or 1605 of the Revenue and Taxation Code by a member of the Board shall be heard by a neighboring jurisdiction.

Rule No. 14. HEARING.
Reference: Revenue and Taxation Code Sections 441, 1603, 1604, 1606, 1624.4, 1641.1, 1641.2.

A. The Board meets regularly on the first Thursday of each month. The Board may modify this schedule to accommodate known conflicts, including holidays or the nature and duration of scheduled hearings. The Board will continue to sit from time to time until the business of assessment appeals is completed. At or before its January meeting, the Board may adopt a modified meeting schedule for the calendar year if regular meeting dates need modification.

(1) Regular meetings begin at 9:00 A.M. in Room 305, Third Floor at the County Administrative Building, 1195 Third Street, Napa, California, unless alternate times and locations are determined by the Board. Nothing herein requires the Board to conduct hearings prior to the final day for filing applications. Special meetings of the Board may be called as deemed necessary, provided there is adequate time for notification of all parties and the public. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment.

B. A hearing must be held and a final determination made on the application within two years of the timely filing of an application for reduction in assessment submitted pursuant to subdivision (a) of section 1603 of the Revenue and Taxation Code, unless the applicant or the applicant's agent and the Board mutually agree in writing or on the record to an extension of time.

C. If the hearing is not held and a determination is not made within the time specified in subsection (B) of this Rule, the applicant's opinion of value stated in the application shall be conclusively determined by the Board to be the basis upon which property taxes are to be levied, except when:

(1) The applicant has not filed a timely and complete application; or,

(2) The applicant has not submitted a full and complete property statement as required by law with respect to the property which is the subject of the application; or,

(3) The applicant has not complied fully with a request for the exchange of information under Rule No. 4 and/or State Property Tax Rule No. 305.1 or with the provisions of subdivision (d) of section 441 of the Revenue and Taxation Code; or

(4) Controlling litigation is pending. "Controlling litigation" is litigation which is:

(i) pending in a state or federal court whose jurisdiction includes the county in which the application is filed; and

(ii) directly related to an issue involved in the application, the court resolution of which would control the resolution of such issue at the hearing; or,

(5) The applicant has initiated proceedings to disqualify a Board member pursuant to Revenue and Taxation Code section 1624.4 within 90 days of the expiration of the two-year period required by Revenue and Taxation Code section 1604.

D. For applications involving base year value appeals that have not been heard and decided by the end of the two-year period provided in section 1604 of the Revenue and Taxation Code and where the two-year period has not been extended pursuant to subsections (B) or (C) of this Rule, the applicant's opinion of value will be entered on the assessment roll for the tax year or years covered by the pending application, and will remain on the roll until the fiscal year in which the Board makes a final determination on the application. No increased or escape taxes other than those required by a change in ownership or new construction, or resulting from application of the inflation factor to the applicant's opinion of value shall be levied for the tax years during which the Board fails to act.

For applications appealing decline in value and personal property assessments that have not been heard and decided by the end of the two-year period provided in section 1604, the applicant's opinion of value will be enrolled on the assessment roll for the tax year or years covered by the pending application.

E. If the applicant has initiated proceedings pursuant to subsection (C)(5) of this Rule, the two-year time period described in subsection (B) shall be extended 90 days.

F. The applicant shall not be denied a timely hearing and determination pursuant to subsection (B) of this Rule, by reason of any of the exceptions enumerated in subsection (C) herein, unless, within two years of the date of the application, the Board, or the Clerk at the direction of the Board, gives the applicant and/or the applicant's agent written notice of such denial. The notice shall indicate the basis for the denial and inform the applicant of its right to protest the denial. If requested by the applicant or the applicant's agent, the Clerk shall schedule a hearing on the validity of the application and shall so notify the applicant, the applicant's agent, and the assessor.

G. When a hearing is postponed or not scheduled because controlling litigation is pending, the notice to the applicant shall identify the controlling litigation by the name of the case, the court number or the docket number of the case, and the court in which the litigation is pending.

If a hearing is postponed because controlling litigation is pending, the hearing must be held and a final determination made within a period of two years after the application is filed, excluding the period of time between the notice of pending litigation and the date that the litigation becomes final.

Rule No. 15. <u>SELECTION OF BOARD CHAIR AND PANEL, QUORUM AND VOTE REQUIRED</u>.

Reference Revenue and Taxation Code Sections 1601, 1620, 1622.1, 1622.5, 1622.6.

A. The Chair and Vice Chair of the Board shall be selected by a majority vote of the Board at the first meeting in any calendar year. The Chair shall preside over meetings and hearings and shall exercise such control over the hearings as is reasonable and necessary and shall make all rulings regarding procedural matters and regarding the admission or exclusion of evidence. Except where not legally applicable to the Board in determining and exercising the Functions and Jurisdiction under Rule 2, motions shall be conducted in accordance with the Roberts Rules of Order, Ninth Edition. The Chair may consult with the Board Counsel at any time. In the Chair's absence, the Vice Chair shall preside over the meeting and will have all the powers and duties of the Chair.

In addition to all powers and duties expressed or implied by law, the Chair will: (1) have general direction of the meeting room and assign seats for use by members; (2) preserve order and decorum; prevent demonstrations; (3) assure that attendance of the public at meetings is limited to that number which can be accommodated by the seating facilities regularly maintained therein, and ask standees to leave when room capacity exceeds that number set by the Fire Marshal; (4) recess the meeting if deemed necessary due to disturbance; (5) remove from the meeting room any person who commits: disorderly, contemptuous or insolent behavior toward the Board or any member of the public or staff, tending to interrupt the due and orderly course of the meeting; a breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of the meeting; disobedience of any lawful order of the Chair which including an order to be seated or to refrain from addressing the Board; or any other unlawful interference with the due and orderly course of the meeting; and (6) prohibit or permit the distribution of literature, of whatever nature or kind, in the meeting room.

B. A panel of three members of the Board shall attend each meeting of the Board. The panel shall consist of the Chair and two other members selected by the Clerk. The remaining two members of the Board shall attend each meeting as an alternate member. Should the Vice Chair be designated by the Clerk as an alternate member at any meeting at which the Chair is absent, the Vice Chair shall become a voting member of the Board in addition to acting in the capacity as the Chair. If a member of the panel cannot attend a meeting, or is disqualified due to a conflict of interest described under Rule 12, herein, an alternate shall act in the absent or disqualified member's place.

C. A quorum of the Board shall consist of a majority of the three-member panel selected by the Clerk for a meeting. No hearing before the Board shall be held unless a quorum is present. Except as otherwise provided, no decision, determination or order shall be made by the Board by less than a majority vote of all the members of the panel, excluding alternates, who have been in

attendance throughout the hearing, unless the parties stipulate to the rehabilitation of a member under section E of this Rule. If a member of the panel is absent from the deliberations, an alternate who was in attendance throughout the hearing shall act in the absent member's place.

D. If either party so demands, a hearing must be held before a full, three-member panel. In the event that only a quorum is present and the applicant demands a hearing before the full panel, the Board may request that the applicant extend the two-year period provided in section 1604 of the Revenue and Taxation Code if the demand precludes the matter from being heard and decided before the expiration of the two-year period. If the applicant does not extend the two-year period as requested, the Board may deny the applicant's demand for a hearing before a full panel.

E. If a hearing takes place before a panel consisting of an even number of members and they are unable to reach a majority decision, the application shall be reheard before the full three-member panel. In any case wherein the hearing takes place before less than the full three-member panel, the parties may stipulate that the absent member may read or otherwise become familiar with the record and participate in the vote on the decision.

Rule No. 16. HEARINGS RECORDED.

Reference: Revenue and Taxation Code Section 1611.

A. All hearings of the Board shall be recorded or reported, or videotaped subject to the conditions set forth in Code of Civil Procedure section 2025, subsection (l)(2).

B. Any person may purchase a copy of the recording of that portion of a hearing that is open to the public upon payment of a reasonable fee, provided the request to purchase has been made within 60 days after the final determination of the Board.

C. The County does not regularly provide a stenographic reporter. The applicant, at the applicant's own expense, may have the hearing reported by a stenographer.

D. All Board proceedings will be recorded. Unless all parties and the Clerk agree otherwise, any transcript of a proceeding must be prepared and paid for by the party requesting it, based on a copy of the Clerk's official recording made by the party. The party must provide a copy of the transcript to the Clerk as soon as it is completed. Any party which believes the transcript contains trade secret materials, or is otherwise exempt from disclosure under the California Public Records Act (Gov. Code, § 6250 et seq.), bears the burden of demonstrating facts sufficient to support the claimed exemption(s). The party will also be required to agree in writing to defend and hold the County harmless if the County denies a public records request on the basis of the party's asserted exemption(s) and the legal action is initiated against the County.

Rule No. 17. HEARING PROCEDURE.

Reference: California Constitution Article XIII A.
Revenue and Taxation Code Sections 110, 167, 1605.4, 1607, 1609, 1609.4, 1637.
Evidence Code Section 664.

A. Hearings on applications shall proceed as follows:

(1) The Chair or the Clerk shall announce the number of the application and the name of the applicant. The chair shall then determine if the applicant or the applicant's agent is present. If neither is present, the chair shall ascertain whether the Clerk has notified the applicant of the time and place of the hearing. If the notice has been given and neither the applicant nor the applicant's agent is present, the application shall be denied for lack of appearance, or, for good cause of which the Board is timely informed prior to the hearing date, the Board may postpone the hearing. If the notice has not been given, the hearing shall be postponed to a later date and the Clerk directed to give proper notice thereof to the applicant. The denial of an application for lack of appearance by the applicant, or the applicant's agent, is not a decision on the merits of the application and is not subject to the provisions of Rule No. 26 and/or State Property Tax Rule No. 326. The Board has adopted a procedure which authorizes reconsideration of the denial where the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period set by the Board. Applicants who fail to request reconsideration within the period set, or whose requests for reconsideration are denied, may refile an appeal of the base year value during the next regular filing period in accordance with Revenue and Taxation Code section 80 so long as the refile is made within three years of the establishment of the base year value pursuant to section 80.

(2) If the applicant or the applicant's agent is present, the Chair or the Clerk shall announce the nature of the application, the assessed value as it appears on the local roll and the applicant's opinion of the value of the property. The Clerk shall administer the oath to both parties. The chair may request that either or both parties briefly describe the subject property, the issues the Board will be requested to determine, and any agreements or stipulations agreed to by the parties.

(3) The Board shall require the applicant or the applicant's agent to present its evidence first, and then the Board shall determine whether the applicant has presented proper evidence supporting its position. This is sometimes referred to as the burden of production. In the event the applicant has met the burden of production, the Board shall then require the assessor to present its evidence. The Board shall not require the applicant to present evidence first when the hearing involves:

(a) A penalty portion of an assessment. Any request for reconsideration of a denial for lack of appearance must be filed within 30 days from the date of mailing of the notification of denial.

(b) The assessment of an owner-occupied single-family dwelling or the appeal of an escape assessment, and the applicant has filed an application that provides all of the

information required in Rule No. 3 and/or State Property Tax Rule No. 305(C) and has supplied all information as required by law to the assessor: In those instances, the chair shall require the assessor to present its case to the Board first. With respect to escape assessments, the presumption in favor of the applicant provided in Rule No. 21 and/or State Property Tax Rule No. 321(D) does not apply to appeals resulting from situations where an applicant failed to file a change in ownership statement, a business property statement, or to obtain a permit for new construction.

(c) A change in ownership and the assessor has not enrolled the purchase price, and the applicant has provided the change of ownership statement required by law. The assessor bears the burden of proving by a preponderance of the evidence that the purchase price, whether paid in money or otherwise, is not the full cash value of the property.

B. All testimony shall be taken under oath or affirmation.

C. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. The Board may act only upon the basis of proper evidence admitted into the record. Board members may not act or decide an application based upon consideration of prior knowledge of the subject property, information presented outside of the hearing, or personal research. A full and fair hearing shall be accorded the application. There shall be reasonable opportunity for the presentation of evidence, for cross-examination of all witnesses and materials proffered as evidence, for argument and for rebuttal. The party having the burden of proof shall have the right to open and close the argument.

D. When the assessor requests the Board find a higher assessed value than the assessor placed on the roll and offers evidence to support the higher value, the chair shall determine whether or not the assessor gave notice in writing to the applicant or the applicant's agent by personal delivery or by deposit in the United States mail directed to the address given on the application. If notice and a copy of the evidence offered has been supplied at least 10 days prior to the hearing, the assessor may introduce such evidence at the hearing. When the assessor proposes to introduce evidence to support a higher assessed value than the value on the roll, the assessor no longer has the presumption accorded in Rule No. 21 and/or State Property Tax Rule No. 321(A) and the assessor shall present evidence first at the hearing, unless the applicant has failed to supply all the information required by law to the assessor. The foregoing notice requirement shall not prohibit the Board from a finding of a higher assessed value when it has not been requested by the assessor.

E. After an application for changed assessment has been filed, no Board member will discuss the application with proponents, opponents, or other interested parties, except in the course of and during the public hearing and authorized private deliberations thereon. Case information provided to the Clerk must not be provided to Board members in advance of the scheduled hearing date because of the possibility that such information may change or not be admitted in evidence, with the exception of any motions or pre-hearing briefs filed by either party. No member, however, is prohibited from discussing a pending matter with the Clerk or the

County legal advisor. The parties should provide nine (9) copies of all admissible evidence to the Clerk of the Board of Equalization at the time of the hearing.

For the purpose of these policies and procedures, the applicant shall be deemed to have received any notice which the Assessor put into the United States mail first class postage prepaid.

F. Hearings by the Board shall be open, accessible, and audible to the public except that:

(1) Upon conclusion of the evidentiary portion of the hearing, the Board may take the matter under submission and deliberate in private in reaching a decision, and

(2) The Board may grant a request by the applicant or the assessor to close to the public a portion of the hearing relating to trade secrets. For purposes of this Rule, a "trade secret" is that information defined by section 3426.1 of the Civil Code. Such a request may be made by filing with the Clerk a declaration under penalty of perjury that evidence is to be presented by the assessor or the applicant that relates to trade secrets whose disclosure to the public will be detrimental to the business interests of the owner of the trade secrets. The declaration shall state the estimated time it will take to present the evidence. Only evidence relating to the trade secrets may be presented during the time the hearing is closed, and such evidence shall be confidential unless otherwise agreed by the party to whom it relates.

Rule No. 17a. REMOTE HEARING PROCEDURES.

Reference: California Constitution Article XIII A.
Revenue and Taxation Code Sections 110, 167, 1605.4, 1607, 1609, 1609.4, 1637.
Evidence Code Section 664.

A. Except as provided herein, a remote hearing shall proceed in the manner set forth in Rule No. 17. HEARING PROCEDURE.

B. At any time prior to thirty (30) days before a scheduled hearing, any party may request that the hearing be conducted using remote audio and video technology. Such a request must be accompanied by a justification for why in-person appearances cannot be made, including by reference to any local health emergency orders, or other public health and safety considerations. The Clerk, upon receiving a request from a party, or on the Clerk's own initiative, may require the parties to appear using remote audio or video technology. The decision of the Clerk to hold a remote hearing or to deny a request for a remote hearing is not subject to appeal or reconsideration. The Clerk shall ensure that the Board's meeting room is equipped with technology to facilitate remote appearances by the parties, such that each Board member and each party, present in the room or appearing remotely, can see and hear the presentations by all parties and witnesses.

C. At least 10 days before the date of the hearing, the Clerk shall notify the appellant or the appellant's representative, and the Assessor, that the hearing will be conducted remotely. The notice shall provide the parties with the meeting details, including the method for connecting to the hearing through the appropriate technology. The notice shall also include details regarding the submission of evidence prior to the hearing, as more fully set forth, below.

D. At least 48 hours prior to the hearing, the appellant, or the appellant's representative, and the Assessor shall electronically submit to the Clerk, in a manner provided by the Clerk, all evidence they intend to present at the hearing, including any rebuttal evidence. The Clerk shall prepare paper copies for the Board, but shall not distribute any copies, paper or electronic, until the hearing is opened by the Chair. When the hearing begins, the Clerk shall send electronic versions of the evidence each party submitted for their primary case to all parties. If a party submitted rebuttal evidence, the Clerk shall send that evidence to all parties if, and only if, the party who submitted the evidence seeks to have the evidence introduced at the hearing. The parties may make arrangements with the Clerk to obtain paper copies of the evidence.

E. Prior to the opening of the hearing, the appellant, or the appellant's representative shall sign a waiver, in a form prepared by the Clerk, indicating their consent to the remote hearing and waiving any right to appearing in person before the Board. Such a waiver must be received by the Clerk before the hearing is opened and may be submitted with the evidence submitted pursuant to paragraph D, above. If a party does not consent to the remote hearing, the Board may require the party to execute an indefinite waiver of the requirements of Section 1604 of the Revenue and Taxation Code.

Rule No. 18. LEGAL COUNSEL FOR APPLICANT AND ASSESSOR.

Reference: Revenue and Taxation Code Sections 1620 et seq., 1638.

The applicant and the assessor may be represented by legal counsel. If the applicant or agent will use legal counsel, reasonable advance notice must be given so that the Assessor's legal counsel may attend.

Rule No. 19. EXAMINATION OF APPLICANT BY BOARD.

Reference: Revenue and Taxation Code Sections 1605.5, 1607, 1608, 1620 et seq.

A. Except as hereinafter provided, no reduction of an assessment or change in ownership or new construction determination shall be made unless the Board examines, on oath, the applicant or the applicant's agent concerning the value of the property and/or the facts upon which the change in ownership or new construction determination is based, and the applicant or the applicant's agent attends and answers all questions pertinent to the inquiry.

B. In the event there is filed with the Board a written stipulation, signed by the assessor and county legal advisor on behalf of the county and by the person affected or the authorized agent making the application, as to the full value and assessed value of the property and/or a determination regarding a change in ownership or new construction, which stipulation sets forth the facts upon which the agreed upon value is premised, the Board may, at a public hearing,

(1) accept the stipulation, waive the appearance of the person affected or the agent and change the assessed value in accordance with section 1610.8 of the Revenue and Taxation Code, or,

(2) reject the stipulation or set or reset the application for reduction for hearing.

C. Generally the Board does not require the presence of the applicant or agent when it considers written stipulations. The Board may defer its decision on a proposed stipulation when it desires further information or clarification which is not immediately available from the Assessor at the hearing.

D. The Board may, in its discretion, waive the examination of the applicant or the applicant's agent if the Board and the assessor are satisfied that the issues raised by the application and the facts pertaining thereto have been fully considered by the Board in previous years or fully presented in the application, and if the applicant or the applicant's agent requests such waiver in the application. The Board shall consult with the assessor and shall act promptly on any request for waiver and give written notice of its decision no less than 30 days before commencement of the hearing on the application. If the Board waives the examination of the applicant or the applicant's agent, it shall decide the case on the merits of the application and on the basis of any evidence properly produced at the hearing by the assessor.

Rule No. 20. PERSONAL APPEARANCE BY APPLICANT; APPEARANCE BY AGENT.

Reference: Revenue and Taxation Code Sections 1601, 1607, 1608.

A. The applicant must appear personally at the hearing or be represented by an agent, unless the applicant's appearance has been waived by the Board in accordance with Rule No. 19 and/or State Property Tax Rule No. 316. If the applicant is represented by an agent, the agent shall be thoroughly familiar with the facts pertaining to the matter before the Board

B. (1) If the application was filed by the applicant, any person who appears at the hearing (except a California licensed attorney retained by the applicant or a person mentioned in subsections (C), (D) or (E)) purporting to act as agent for the applicant shall first file with the clerk a written authorization signed by the applicant to represent the applicant at the hearing.

(2) If at the hearing the applicant is represented by a person other than the person who was originally authorized by the applicant to appear at the hearing, that person shall present to the Board a written authorization signed by the applicant indicating the applicant’s consent to the change in representation.

(3) The written authorization required pursuant to this Rule shall include the information required by Rule No. 3 and/or State Property Tax Rule No. 305(A) and shall clearly state that the agent is authorized by the applicant to appear at hearings before the Board.

C. If the property is held in joint or common ownership or in co-ownership, the presence of the applicant or any one of the owners shall constitute a sufficient appearance.

D. Where the applicant is a corporation, limited partnership, or a limited liability company, the business entity shall make an appearance by the presence of any officer, employee, or an authorized agent, thoroughly familiar with the facts pertaining to the matter before the Board.

E. Spouses may appear for each other, children may appear for parents or vice versa. A domestic partner registered with the State may also appear for their partner.

F. If an agent is previously authorized by the applicant to file an application, no further authorization is required for that agent to represent the applicant at the subsequent hearing.

Rule No. 21. BURDEN OF PROOF.

Reference: Revenue and Taxation Code Sections 110, 167, 1601 et seq. Evidence Code Section 664.

A. Subject to exceptions set by law, it is presumed that the assessor has properly performed its duties. The effect of this presumption is to impose upon the applicant the burden of proving that the value on the assessment roll is not correct, or, where applicable, the property in question has not been otherwise correctly assessed. The applicant must present independent evidence relevant to the full value of the property or other issue presented by the application.

B. If the applicant has presented evidence, and the assessor has also presented evidence, then the Board must weigh all of the evidence to determine whether it has been established by a preponderance of the evidence that the assessor's determination is incorrect. The presumption that the assessor has properly performed its duties is not evidence and shall not be considered by the Board in its deliberations.

C. The assessor has the burden of establishing the basis for imposition of a penalty assessment.

D. Exceptions to subsection (A) applies in any hearing involving the assessment of an owner-occupied single-family dwelling or an escape assessment. In such instances, the presumption in section 167 of the Revenue and Taxation Code affecting the burden of proof in favor of the applicant who has supplied all information to the assessor as required by law imposes upon the assessor the duty of rebutting the presumption by the submission of evidence supporting the assessment.

E. In hearings involving change in ownership, except as provided in section 110 of the Revenue and Taxation Code, the purchase price is rebuttably presumed to be the full cash value. The party seeking to rebut the presumption bears the burden of proof by a preponderance of the evidence.

F. In weighing evidence, the Board shall apply the same evidentiary standard to the testimony and documentary evidence presented by the applicant and the assessor. No greater relief may be granted than is justified by the evidence produced during the hearing.

G. Any challenge affecting the presumptions shall be conducted in two phases. The party with the burden of proof must first present sufficient evidence to overcome the presumption. If the Board rules that the burden has been met, the hearing will continue with evidence of value. If the Board rules that the burden has not been met, the hearing will conclude.

Rule No. 22. SUBPOENAS.

Reference: Revenue and Taxation Code Sections 1609, 1609.4, 1609.5.

A. At the request of the applicant or the assessor in advance of the hearing or at the time of the hearing the Board, or the Clerk on authorization from the Board, may issue subpoenas for the attendance of witnesses at the hearing. The Board may issue a subpoena on its own motion. Expert witnesses appearing on behalf of the Assessor at the hearings shall be paid an hourly rate as recommended by the Assessor and approved by the Board. A subpoena may be served on any resident of the State of California or any person or business entity found within the state. All subpoenas shall be obtained from the Board.

B. If a subpoena is issued at the request of the applicant, the applicant is responsible for serving it and for the payment of witness fees and mileage.

C. An application for a subpoena for the production of books, records, maps, and documents shall be supported by an affidavit such as is prescribed by section 1985 of the Code of Civil Procedure.

D. In the event a State Board of Equalization employee is subpoenaed pursuant to section 1609.5 of the Revenue and Taxation Code at the request of the applicant and the Board grants a reduction in the assessment, the Board will not reimburse the applicant in whole or in part for the actual witness fees paid.

E. If a party desires the Board to issue a subpoena, the party shall make the written request sufficiently in advance of the scheduled hearing date so that the subpoenaed party has an adequate opportunity to fully comply with the subpoena prior to the commencement of the hearing. Upon such request, the Board may, whenever possible, issue subpoenas pursuant to sections 1609.4 and 1609.5 of the Revenue and Taxation Code. Subpoenas shall be restricted to compelling the appearance of a person or the production of things at the hearing and shall not be utilized for purposes of prehearing discovery. A subpoena issued near in time to or after commencement of the hearing should be as limited as possible, and a continuance of the hearing may be granted, if requested, for a reasonable period of time.

F. No subpoena to take a deposition shall be issued nor shall depositions be considered for any purpose by the Board.

Rule No. 23. POSTPONEMENTS AND CONTINUANCES.

Reference: Government Code Section 15606 subdivision (c).
Revenue and Taxation Code Sections 1605.6, 1606.

A. The applicant and/or the assessor shall be allowed one postponement as a matter of right. If the applicant requests a postponement as a matter of right the postponement shall be contingent upon the applicant's written agreement to extend and toll indefinitely the two-year period by completing a Waiver to Extend Hearing on Application For Changed Assessment (BOE-305-W REV. 01 (09-10)) subject to termination of the agreement by 120 days' written notice by the applicant. By terminating such waiver, applicant also agrees to waive 45 day notice of the hearing. The assessor is not entitled to a postponement as a matter of right if the

request is made within 120 days of the expiration of the two-year period, but the Board, in its discretion, may grant such a request. Any subsequent requests for postponement must be made in writing, and good cause must be shown for the proposed postponement. A stipulation by an applicant and the assessor shall be deemed to constitute good cause, but shall result in extending and tolling indefinitely the two-year limitation period subject to termination of the agreement by 120 days' written notice by the applicant an a waiver of 45 days' notice of the hearing. Any information exchange dates remain in effect based on the originally scheduled hearing date notwithstanding the hearing postponement, except as provided in Rule No. 4 and/or State Property Tax Rule No. 305.1(D).

B. Any request for a second or subsequent continuance must be in writing and must be received by the Clerk no later than 4:00 p.m. at least three business days in advance of the hearing. For Thursday hearings with no intervening holidays, the continuance must be requested no later than 4:00 p.m. the Monday before the hearing. If both sides agree to the continuance it will be granted but the parties will be required to waive their right to 45 days' notice of the hearing. If a party objects, the matter will be set for a hearing before the Board to determine whether good cause for the requested continuance exists.

C. The Board has delegated decisions concerning postponement to the Clerk in accordance with locally adopted rules. Requests for postponement shall be considered as far in advance of the hearing date as is practicable.

D. At the hearing, the Board may continue a hearing to a later date. If the applicant requests a continuance within 90 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the Board may require a written extension signed by the applicant extending and tolling the two-year period indefinitely subject to termination of the agreement by 120 days' written notice by the applicant by completing a Waiver to Extend Hearing on Application For Changed Assessment (BOE-305-W REV. 01 (09-10)). The Clerk shall inform the applicant or the applicant's agent and the assessor in writing of the time and place of the continued hearing not less than 10 days prior to the new hearing date, unless the parties agree in writing or on the record to waive written notice.

Rule No. 24. DECISION.

Reference: California Constitution Article XIIIA.
Government Code Section 15606.
Revenue and Taxation Code Sections 402.1, 402.5, 1609, 1610.8, 1611.5.

A. **DETERMINATION OF FULL VALUE, CLASSIFICATION, CHANGE IN OWNERSHIP, OR OTHER ISSUES**. Acting upon proper evidence before it, the Board shall determine the full value of the property, including land, improvements, and personal property, which is the subject of the hearing. The determination of the full value shall be supported by a preponderance of the evidence presented during the hearing. The Board shall consider evidence of value derived by the use of any of the valuation methods described in Rule No. 4 and/or State Property Tax Rule No. 305.1 It shall determine whether the method(s) used was (were) properly applied, considering the type of property assessed, governmentally imposed land use restrictions, and any recorded conservation easements as described in Civil Code section 815.1 et seq., by

examining the factual data, the presumptions, and the estimates relied upon. The Board shall also determine the classification, amount, and description of the property that is the subject of the hearing, the existence of a change in ownership or new construction, or any other issue that is properly before the Board, or that is necessary to determine the full value of the property. The Board shall provide to the Clerk such details as are necessary for the implementation of the Board's decision.

B. **JURISDICTION**. The Board's authority to determine the full value of property or other issues, while limited by the laws of this state and the laws of the United States and usually exercised in response to an application for equalization, is not predicated on the filing of an application nor limited by the applicant's request for relief. When an application for review includes only a portion of an appraisal unit, whether real property, personal property, or both, the Board may nevertheless determine the full value, classification, or other facts relating to other portions that have undergone a change in ownership, new construction or a change in value. Additionally, the Board shall determine the full value of the entire appraisal unit whenever that is necessary to the determination of the full value of any portion thereof. The Board is not required to choose between the opinions of value promoted by the parties to the appeal, but shall make its own determination of value based upon the evidence properly admitted at the hearing. An appraisal unit of property is a collection of assets that functions together, and that persons in the marketplace commonly buy and sell as a single unit or that is normally valued in the marketplace separately from other property, or that is specifically designated as such by law.

C. **VALUATION PRINCIPLES**. The Board, the applicant, and appraisal witnesses shall be bound by the same principles of valuation that are legally applicable to the assessor.

D. **COMPARABLE SALES**. When valuing a property by a comparison with sales of other properties, the Board may consider those sales that, in its judgment, involve properties similar in size, quality, age, condition, utility, amenities, site location, legally permitted use, or other physical attributes to the property being valued. When valuing property for purposes of either the regular roll or the supplemental roll, the Board shall not consider a sale if it occurred more than 90 days after the date for which value is being estimated. The provisions for exclusion of any sale occurring more than 90 days after the valuation date do not apply to the sale of the subject property. The Board shall presume that zoning or other legal restrictions, of the types described in Revenue and Taxation Code section 402.1, on the use of either the property sold or the property being valued will not be removed or substantially modified in the predictable future unless sufficient grounds as set forth in that section are presented to the Board to overcome that presumption.

E. **FINDINGS OF FACT**. When written findings of fact are made, they shall fairly disclose the Board's findings on all material points raised in the application and at the hearing. The findings shall also include a statement of the method or methods of valuation used in determining the full value of the property or its components.

Rule No. 25. NOTICE AND CLARIFICATION OF DECISION.

Reference: Revenue and Taxation Code Section 1601 et seq.

A. A Board may announce its decision to the applicant and the assessor at the conclusion of the hearing, or it may take the matter under submission. The decision becomes final when:

(1) The vote is entered into the record at the conclusion of the hearing provided no findings of fact are requested by either party, and all parties are present at the hearing or the hearing is subject to stipulation by both parties. The Board may provide a written notice of the decision.

(2) A written notice of the decision is issued provided no findings of fact are requested by either party, and the decision is taken under submission by the Board at the conclusion of the hearing. The Board shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. The Clerk shall notify the applicant in writing of the decision of the Board by United States mail addressed to the applicant or to the applicant's agent at the address given in the application.

(3) A written notice of the decision is issued or the findings of fact are issued, whichever is earlier, provided findings of fact are requested. The Board shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. If so requested by an applicant or an applicant's agent, the determination shall become final upon issuance of the findings of fact which the Board shall issue no later than 180 days after the conclusion of the hearing. Such a request must be made by the applicant or the applicant's agent prior to or at the conclusion of the hearing. If the conclusion of the hearing is within 180 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the applicant shall agree in writing to extend the two-year period. The extension shall be for a period equal to 180 days from the date of the conclusion of the hearing.

B. The Board may request any party to submit proposed written findings of fact and shall provide the other party the opportunity to review and comment on the proposed finding submitted. If both parties prepare proposed findings of fact, no opportunity to review and comment need be provided.

C. When findings of fact have been prepared, either party or the Clerk may submit a written request for clarification about the details of the decision, but such clarification shall not alter the final determination of the Board.

D. In any case in which findings of fact are requested, the Board may require one or both parties to prepare findings of fact and submit them to Board for review, as well as submit the proposed findings to the opposing party for comment as required by Rule No. 25 and/or State Property Tax Rule No. Rule 325. The copy provided to the Board must be in electronic format unless the party does not have reasonable access to a computer.

Rule No. 26. POST HEARING PROCEDURES.

Reference: Revenue and Taxation Code Section 1601 et seq.

A. The decision of the Board upon an application is final. The Board shall not reconsider or rehear an application or modify a decision unless:

(1) The decision reflects a ministerial clerical error; or

(2) The decision was entered as the result of the applicant's failure to appear for the hearing and within the period established pursuant to Rule No. 17 and/or State Property Tax Rule No. 313, the applicant furnishes evidence establishing, to the satisfaction of the Board, excusable good cause for the failure to appear.

B. At any time before the Board announces its decision on the matter, the Board on its own motion may reopen any matter pending before it and set it for further hearing to receive additional evidence or to obtain clarification of issues from any party or parties.

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:** 12/16/2025 | **File ID #:** 25-2025

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Brandon Aguilera, Paralegal

SUBJECT: Agreement with Thomson Reuters for Westlaw legal research software

RECOMMENDATION

Approve and authorize Agreement No. 260251B with Thomson Reuters to provide Westlaw legal research software for a maximum amount of $32,196 for the term of January 1, 2026, through December 31, 2026, with two annual renewals and a 5% increase each subsequent year. (Fiscal Impact: $32,196 Expense, County Counsel and Child Support Services; Budgeted; Discretionary)

BACKGROUND

County Counsel and Child Support Services require legal research software to access published court opinions and other research sources. County Counsel's Office does not have a law library. Thomson Reuters provides Westlaw legal research software that fulfills this need.

Requested Action:

Approve and authorize Agreement No. 260251B with Thomson Reuters to provide Westlaw legal research software for a maximum amount of $32,196 for the term of January 1, 2026, through December 31, 2026, with two annual renewals and a 5% increase each subsequent year

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	County Counsel and Child Support Services
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	County Counsel is currently using Westlaw for its legal research software. The existing agreement expires December 30, 2025.
Is the general fund affected?	Yes
Future fiscal impact:	Costs for services under this agreement have been included in the current fiscal year and will be appropriated accordingly in future fiscal years.
Consequences if not approved:	County Counsel would have to look for other ways to conduct legal research, such as establish and stocking a law library.

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.

Order Form

Order ID: Q-10863196

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000802999 NAPA COUNTY COUNSEL 1195 3RD ST STE 301 NAPA CA 94559-3035 US "Customer"	Account #: 1000802999 NAPA COUNTY COUNSEL 1195 3RD ST STE 301 NAPA CA 94559-3035 US	Account #: 1000802999 NAPA COUNTY COUNSEL 1195 3RD ST STE 301 NAPA, CA 94559-3035 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$3,078.00	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	$1,497.86	3

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above

plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Services with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this Order Form, and are incorporated into this Order Form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw

- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Additional clause applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal: During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades"). For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Upgrades do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-10863196

	Chair of the Board of Supervisors
Signature of Authorized Representative for order	**Title**
Anne Cottrell	
Printed Name	**Date**

This Order Form will expire and will not be accepted after 12/19/2025.

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: _____ County Counsel Date: 12/09/2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Attachment Order ID: Q-10863196

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000802999
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Cossen, Erin
Email: erin.cossen@countyofnapa.org

eBilling Contact
Contact Name Erin Cossen
Email **erin.cossen@countyofnapa.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000802999	NAPA COUNTY COUNSEL	1195 3RD ST STE 301 NAPA CA 94559-3035 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
18	Attorneys	43482985	CoCounsel Legal, National Primary, Enterprise Access, Government
18	Attorneys	41984065	Westlaw Briefs For Government, Enterprise access
18	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Erin	Cossen	erin.cossen@countyofnapa.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
41984066	Westlaw Briefs For Government, Enterprise access
42077867	Westlaw Multi-State Analytical, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$3,078.00	5.00%	$3231.90	5.00%	$3393.50	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-2069

TO: Board of Supervisors

FROM: Sheryl L. Bratton - County Counsel

REPORT BY: Rebekah Reynolds - Deputy County Counsel

SUBJECT: Adopt an Ordinance amending Napa County Code Chapter 6.18 (Keeping of Roosters) and Section 18.08.040 (Agriculture) of Chapter 18.08 (Definitions)

RECOMMENDATION

Adopt an Ordinance amending Napa County Code Chapter 6.18 (Keeping of Roosters) to address concerns regarding cockfighting and avian disease, as well as Section 18.08.040 (Agriculture) of Chapter 18.08 (Definitions) relating to the raising and keeping of roosters. (No Fiscal Impact)

BACKGROUND

In 2013, the Napa County Board of Supervisors adopted Chapter 6.18 (Keeping of Roosters) of the Napa County Code to regulate the keeping of roosters within unincorporated Napa County. The purpose of that ordinance was to eliminate the potential for public nuisance, and for the protection of the health and safety of the residents of Napa County residents. However, the large numbers of roosters that are allowed under the current ordinance have created challenges for the County to effectively address ongoing concerns related to illegal cockfighting operations, avian influenza, and quality of life for Napa County Residents.

Cockfighting is a form of animal cruelty in which roosters are forced to fight, often to the death, with sharpened metal implements attached to their legs. In addition to being illegal under state law, cockfighting operations are often linked to other criminal activities such as drug trafficking, illegal gambling, firearm offenses, and violence against individuals. The current ordinance allows for significantly more roosters than neighboring jurisdictions or nearby towns such as Solano, American Canyon, Marin, and Sonoma. As a result, Napa may be unintentionally attracting individuals engaged in illegal cockfighting operations.

Avian influenza is a viral infection affecting the domestic and wild birds. Outbreaks of avian influenza can have a devastating and deadly impact on poultry farms throughout California, wiping out entire flocks within a matter of days.

In addition, large scale rooster-keeping facility impacts can extend beyond property lines and adversely affect

the quality of life of nearby residents. Rooster-keeping facilities, especially when operated on a commercial or semi-commercial scale, can create waste management and runoff concerns when located near streams, creeks, or other environmentally sensitive areas.

The proposed ordinance was introduced at the Board of Supervisors' December 9, 2025, regular meeting. The Board, by unanimous vote, introduced the ordinance and indicated its intention to adopt the ordinance with modifications. The following strike-through and underscore demonstrate the modifications made to the draft ordinance:

6.18.045 Exemption.

A. The limitation from subsection 6.18.030 A, shall not apply to entities who have an application for exemption to rooster ordinance which has been approved by the Agricultural Commissioner's Office and the Sherriff's Department in their sole discretion.

B. The following entities are eligible to apply for an exemption: (1) A person who keeps or raises roosters for purposes of food production if the person is subject to local, state, or federal inspection laws or regulations; (2) A public or private school registered with the State Department of Education; (3) A government-operated animal shelter; (4) A 4-H, Future Farmers of America (FFA), or Grange project, if the 4-H, FFA, or Grange has provided written approval for the project to the person keeping or raising the roosters, or a 4-H, FFA or Grange project leader who is raising roosters in support of such projects; ~~or~~ (5) A person who owns and breeds poultry for the purpose of lawful exhibition in accordance with accepted poultry raising practices and all laws and regulations governing exhibition; or (6) A person who keeps or raises roosters that were originally kept or raised for purposes of food production under (1), youth projects under (2), or lawful exhibition under (5) but has since retired its roosters from these purposes because of age or health.

C. Any person seeking exemption pursuant to this Section shall allow an onsite inspection of the premises by an enforcement officer as defined in Chapters 1.20 and 1.28 upon demand to verify initial and continued eligibility for this exemption.

D. Applicants who have submitted an application by February 1, 2026, may maintain their existing flock while their application is pending.

E. Failure of any person seeking this exemption to comply with any of the provisions of this chapter or applicable law, shall constitute good cause for the denial of any approval, either original or renewal, or for its revocation.

F. An exemption approved under this Section is valid for one year from the date issued and remains valid unless cancelled by the applicant or the Agricultural Commissioner (the parties) with 30 days written notice to the other party. If an approved applicant desires to increase the number of roosters per parcel, the applicant must submit a new application. The exemption may be renewed each year by the Agricultural Commissioner.

Requested Action: Adopt the proposed ordinance amending Chapter 6.18 (Keeping of Roosters) and Section 18.08.040 (Agriculture) of Chapter 18.08 (Definitions) as set forth in the item attachment.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	If Chapter 6.18 and Section 18.08.040 are not amended, the County will have less tools available for addressing illegal cockfighting and avian flu.
Consequences if not approved:	The County would have to follow existing ordinance provisions and state law, which may reduce the ability to address illegal or inappropriate rooster-keeping activities, including cockfighting.
Additional Information	Strategic Initiative: Preserve Napa County's Agricultural Legacy.

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)].

ORDINANCE NO. ____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING NAPA COUNTY CODE CHAPTER 6.18 (KEEPING OF ROOSTERS) TO ADDRESS CONCERNS REGARDING COCKFIGHTING AND AVIAN DISEASE AND SECTION 18.08.040 (AGRICULTURE) OF CHAPTER 18.08 (DEFINITIONS) RELATING TO THE RAISING AND KEEPING OF ROOSTERS

WHEREAS, on April 11, 2013, Chapter 6.18 (Keeping of Roosters) was added to Title 6 (Animals) of the Napa County Code to regulate the keeping of roosters; and

WHEREAS, prior to April 11, 2013, requirements regarding the keeping of roosters were presented in Sections 18.08.040 (Agriculture), 18.126.030 (Issuance), 18.126.060 (Permit - Issuance Prerequisites), and 18.132.070 (Amortization of Certain Nonconformaties, presently Reserved) of Title 18 (Zoning) of the Napa County Code; and

WHEREAS, cockfighting involves forcing two animals with metal weapons attached to their legs to fight to the death. Although illegal in California, cockfighting continues to persist throughout the state and in Napa County; and

WHEREAS, cockfighting is often associated with other criminal activities, such as drug trafficking, gun violence, illegal weapon sales, and violence against people; and

WHEREAS, yards where roosters are bred and sold for fighting purposes pose a significant risk to the spread of avian diseases; and

WHEREAS, outbreaks of Avian Influenza, a viral infection affecting domestic and wild birds, can have a devastating and deadly impact on poultry and poultry farms throughout California, wiping out entire flocks within a matter of days.

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

SECTION 1: Section 6.18.010 (Purpose.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.010 Purpose.

The intent of this chapter is to limit the number of roosters that may be kept on a single legal parcel, to eliminate the potential for public nuisance, illegal cockfighting and the raising of birds to be used for cockfighting, and for the protection of the health and safety of the residents of Napa County.

SECTION 2: Section 6.18.020 (Definitions.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.020 Definitions.

Unless the context requires otherwise, the definitions in this section shall govern the interpretation of the provisions of this chapter.

"Agricultural commissioner" means the Napa County agricultural commissioner-sealer of weights and measures, or the agricultural commissioner's designees.

"Rooster" means any male chicken which is: (1) Six months or older; or (2) Has full adult plumage; or (3) Capable of crowing.

SECTION 3: Section 6.18.030 (Rooster keeping.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.030 Rooster keeping.

A. No roosters may be raised or kept on any property within unincorporated Napa County except in accordance with the following schedule:

Parcel Size	Max. No. of Roosters
Less than 0.5 acres	0 roosters
0.5 acres to 1.5 acres	1 rooster
Greater than 1.5 acres	4 roosters

B. Reserved.

C. Reserved.

D. Each individual rooster beyond the rooster limitation in subsection (A) above constitutes a separate violation.

E. Rooster enclosures shall have a minimum set back from residences on adjacent parcels of fifty feet.

F. Nothing in the foregoing is to be construed as approving the keeping of any poultry in contravention of any statute, zoning ordinance, or other law.

G. At all times, roosters shall be provided:

1. Access to water and shelter from the elements (rain, wind, direct sun, etc.);

2. Sufficient room to spread both wings fully and to be able to turn in a complete circle without any impediment and without touching the side of an enclosure; and

3. Clean and sanitary premises that are kept in good repair.

H. Reserved.

I. Notwithstanding any other provision of law, no person shall keep or maintain any rooster by means of a tether attached to an object. Each individual rooster so tethered constitutes a separate violation.

SECTION 4: Section 6.18.040 (Tethering prohibited.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.040 Reserved.

SECTION 5: A new Section 6.18.045 (Exemption.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is added to read in full as follows:

6.18.045 Exemption.

A. The limitation from subsection 6.18.030 A, shall not apply to entities who have an application for exemption to rooster ordinance which has been approved by the Agricultural Commissioner's Office and the Sherriff's Department in their sole discretion.

B. The following entities are eligible to apply for an exemption: (1) A person who keeps or raises roosters for purposes of food production if the person is subject to local, state, or federal inspection laws or regulations; (2) A public or private school registered with the State Department of Education; (3) A government-operated animal shelter; (4) A 4-H, Future Farmers of America (FFA), or Grange project, if the 4-H, FFA, or Grange has provided written approval for the project to the person keeping or raising the roosters, or a 4-H, FFA or Grange project leader who is raising roosters in support of such projects; (5) A person who owns and breeds poultry for the purpose of lawful exhibition in accordance with accepted poultry raising practices and all laws and regulations governing exhibition; or (6) A person who keeps or raises roosters that were originally kept or raised for purposes of

food production under (1), youth projects under (2), or lawful exhibition under (5) but has since retired its roosters from these purposes because of age or health.

C. Any person seeking exemption pursuant to this Section shall allow an onsite inspection of the premises by an enforcement officer as defined in Chapters 1.20 and 1.28 upon demand to verify initial and continued eligibility for this exemption.

D. Applicants who have submitted an application by February 1, 2026, may maintain their existing flock while their application is pending.

E. Failure of any person seeking this exemption to comply with any of the provisions of this chapter or applicable law, shall constitute good cause for the denial of any approval, either original or renewal, or for its revocation.

F. An exemption approved under this Section is valid for one year from the date issued and remains valid unless cancelled by the applicant or the Agricultural Commissioner (the parties) with 30 days written notice to the other party. If an approved applicant desires to increase the number of roosters per parcel, the applicant must submit a new application. The exemption may be renewed each year by the Agricultural Commissioner.

SECTION 6: Section 6.18.050 (Liability and enforcement.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.050 Liability and enforcement.

A. Any person who violates any of the provisions of this chapter shall be guilty of either an infraction or a misdemeanor.

B. In addition to the penalties set forth in subsection (A), violators of this chapter may be subject to civil enforcement pursuant to Chapters 1.20 and 1.28 and state law.

C. The civil remedies and penalties provided by this subsection are cumulative to each other.

SECTION 7: Section 18.08.040 (Agriculture.) of Chapter 18.08 (Definitions) of the Napa County Code is amended to read in full as follows:

"Agriculture" means the raising of crops or livestock and includes the following:

A. Growing and raising trees, vines, shrubs, berries, vegetables, nursery stock, hay, grain and similar food crops and fiber crops;

B. Grazing of livestock and feeding incidental thereto;

C. Animal husbandry, including, without limitation, the breeding and raising of cattle, sheep, horses, goats, pigs, rabbits and poultry and egg production, except as provided in subsection (G) of this section;

D. Farmworker housing as defined in Section 18.08.294 and is also consistent with the California Employee Housing Act;

E. Sale of agricultural products grown, raised or produced on the premises;

F. Farm management uses meeting all of the standards in subsections (F)(1) through (F)(6) of this section. Farm management shall mean the operation, maintenance and storage of farm machinery, equipment, vehicles and supplies used exclusively for agricultural cultivation and harvesting where all machinery, equipment, vehicles and supplies are leased or owned and operated by the farm manager whether that manager is an owner, tenant, or agricultural contractor, and regardless of whether properties managed are contiguous or under similar ownership, provided that at least seventy-five percent of the managed acres are within Napa County. Farm management shall not include manufacturing for sale or retail sales of any kind and shall not include businesses devoted to equipment storage, rental or repair rather than farming. Farm management shall not include the operation, maintenance or storage of equipment used for construction of structures, even if those structures are in support of agriculture;

1. Offices used for farm management shall meet the definition of accessory uses in Section 18.08.020;

2. Farm management activities established or expanded after June 30, 2006, alone or in combination with any wineries subject to Section 18.104.220 shall not occupy more than fifteen acres or twenty-five percent of the parcel size, whichever is less;

3. No single farm management building or structure newly constructed or expanded after June 30, 2006 shall exceed five thousand gross square feet. Multiple smaller buildings are permitted as long as they conform to the lot coverage standard in subsection (F)(2) above;

4. Uncovered storage areas shall be screened from preexisting residences on adjacent parcels and from designated public roads defined in Chapter 18.106. Screening shall generally consist of evergreen landscape buffers;

5. Farm managers shall possess all applicable local, state and federal permits and licenses

6. All exterior lighting, including landscape lighting, for farm management uses shall be shielded and directed downward, located as low to the ground as possible, and the minimum necessary for security, safety, or operations. Additionally, motion detection sensors must be incorporated to the greatest extent practical. No flood-lighting or sodium lighting of buildings is permitted, including architectural highlighting and spotting. Low-level lighting shall be utilized in parking areas as opposed to elevated high-intensity light standards. Prior to issuance of any building permit for construction, two copies of a separate detailed lighting plan shall accompany building plans showing the location and specifications for all lighting fixtures to be installed on the property shall be submitted for department review and approval.

G. Agriculture shall not include the raising and keeping of more than one rooster per 0.5 to 1.5 acres and up to four roosters for legal parcels greater than 1.5 acres, except as may be approved for an exemption pursuant to Chapter 6.18.

H. Agriculture shall include the following, but only upon grant of a use permit pursuant to Section 18.124.010, or unless previously issued a small winery certificate of exemption pursuant to subsection (H) of Section 18.16.020 and subsection (I) of Section 18.20.020, or legal existence as a winery prior to July 31, 1974 as provided in subsection (G) of Section 18.16.020 and subsection (H) of Section 18.20.020:

1. Production and processing of agricultural products, including agricultural processing facilities; and

2. Marketing, sales, and other accessory uses that are related, incidental and subordinate to the main agricultural processing use.

SECTION 8: The Board of Supervisors finds that adoption of this Ordinance would not have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]

SECTION 9: 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 10: This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 11: 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 9th day of December 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 16th day of December 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

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: *Rebekah Reynolds* Deputy County Counsel By: *McKayla McMahon* Code Services Date: November 24, 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

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:** 12/16/2025 | **File ID #:** 25-1751

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Thomas C. Zeleny, Chief Deputy County Counsel

SUBJECT: Adoption of a Resolution Continuing the State of Local Emergency Due to Pervasive Tree Mortality

RECOMMENDATION

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

BACKGROUND

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

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

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

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

Requested Action: Adopt the Resolution.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

NAPA COUNTY RESOLUTION NO. _____

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

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

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

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

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

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

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

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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 16th day of December, 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: *Thomas C. Zeleny* Chief Deputy County Counsel Date: October 2, 2025 PL Doc. No. 140056	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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:** 12/16/2025 | **File ID #:** 25-2034

TO: Board of Supervisors

FROM: Ryan J. Alsop - County Executive Officer

REPORT BY: Sheryl L. Bratton, County Counsel

SUBJECT: Termination of Local Emergency Proclamation for CalFresh funding.

RECOMMENDATION

Adopt a Resolution formally terminating the declared emergency regarding CalFresh, otherwise known as SNAP, funding.

BACKGROUND

On October 27, 2025, the Board of Supervisors adopted a Resolution declaring a local emergency and authorizing the Director of Napa County Health and Human Services Agency to enter into a contract to provide emergency food assistance for CalFresh recipients.

The CalFresh program (known federally as the Supplemental Nutrition Assistance Program (SNAP)) is a federally funded program that provides critical food assistance to approximately 5,500 households and approximately 10,700 County residents each month. With an unprecedented disruption of federal funding, Napa County prepared to partially fund, in coordination with a local community-based organization, provision of emergency food assistance to strengthen equitable access to core services that protect health, safety, and wellbeing for all people. Prior to the expenditure of County funds under the emergency authorization, Congress passed a continuing resolution in November 2025 that included full-year funding of SNAP. Now that SNAP has been fully funded for the year, the emergency has passed and the declaration should be terminated. The funding appropriated for the emergency assistance will remain unspent and will lapse to the Tobacco Master Settlement Agreement reserve.

Requested Action: Adopt a Resolution terminating the State of Local Emergency for the Provision of Emergency Food Assistance for CalFresh Recipients. (No Fiscal Impact).

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Federal funding of SNAP has been restored for FY 2025-26.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The Board of Supervisors will need to revisit the state of local emergency every 60 days, and the State of Local Emergency will continue.

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 DISRUPTION OF FUNDING FOR CALFRESH

WHEREAS, Government Code section 8630 authorizes the Board of Supervisors 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, on October 27, 2025, pursuant to Resolution No. 2025-117, the Board of Supervisors proclaimed the existence of a local emergency due to the disruption of funding for CalFresh benefits incurred by the now-concluded government shutdown (referred to hereinafter as the "government shutdown"); 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, the conditions caused by the government shutdown no longer create an immediate threat to the public health.

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 government shutdown is hereby terminated.

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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 16th day of December 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: Sheryl Bratton County Counsel Date: December 10, 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:** 12/16/2025 | **File ID #:** 25-2031

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: American Canyon Fire District Fire Code Adoption

RECOMMENDATION

Adopt a Resolution ratifying Ordinance No. 2025-02 of the American Canyon Fire Protection District adopting the 2025 California Fire (Code of Regulations, title 24, part 9) and related model codes with appendices and amendments. (No Fiscal Impact)

BACKGROUND

The State of California revises its Building Standards Code on a triennial basis, which includes the California Fire Code. Pursuant to Health & Safety Code section 13869.7, et seq. (Code), a fire protection district may adopt building standards relating to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal based on local climatic, geological, or topographical conditions. The American Canyon Fire Protection District (District) adopted the 2025 California Fire Code with certain amendments pursuant to District Ordinance No. 2025-02.

The Code also requires that the legislative body in which the fire district is located must either ratify, modify, or deny the district's ordinance. Staff has reviewed the amendments and recommends the Board ratify the District's Ordinance, and delegate enforcing this Ordinance to the Chief of the District. The amendments are more stringent due to the urban environment and include:

1. Climatic: The American Canyon Fire Protection District experiences periods of high temperatures, accompanied by low humidity and seasonal high winds. These conditions create an environment in which the Fire District would need to fully commit available firefighting resources to the control and extinguishment of wildland fires. During such periods, the limited available firefighting resources may have greater difficulty in controlling fires in structures not having built-in fire protection.

2. Geological: The American Canyon Fire Protection District is located in a region that contains active fault zones: the San Andreas, Hayward, Calaveras, and Healdsburg-Rogers Creek. Three active faults are located within Napa County: the Cordelia, Green Valley, and West Napa. After a large seismic event, the potential for multiple fires occurring simultaneously will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires in structures, which will increase the availability of firefighting resources after a seismic event.

3. Topographical: The American Canyon Fire Protection District is divided geographically into three parts by the north/south orientation of State Highway 29. The east and west portions of the District contain steep hillsides with residential development intermixed. These natural and man-made barriers can serve as severe impediments to the delivery of public safety services due increased response times and delays in fire suppression efforts due to flooding or traffic congestion. An extended response time allows fires to grow beyond the control of initial attack fire suppression resources. Built in fire protection in the form of automatic fire sprinklers has proven effective in controlling and extinguishing fires in the incipient stages.

Adopting the resolution will also transmit this information to the District and to the Department of Housing and Community Development. If approved, the effective date of these new regulations will be January 1, 2026.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed Ordinance amendment is not a project that has the potential for causing a significant effect on the environment and therefore is not subject to review under the California Environmental Quality Act (CEQA). In addition, the proposed Ordinance amendment is exempt under the definition of Project in CEQA Guidelines Section 15378 (b)(3) in that it concerns general policy and procedure rule-making.

RESOLUTION NO. 2025-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, RATIFYING ORDINANCE NO. 2025-02 OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT ADOPTING THE 2025 CALIFORNIA FIRE CODE WITH AMENDMENTS SPECIFIC TO LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHICAL CONDITIONS

WHEREAS, the State of California revises its Building Standards Code on a triennial basis, which includes revisions to the California Fire Code; and

WHEREAS, pursuant to Health and Safety Code section 13869.7, et seq., a fire protection district may adopt building standards relating to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal and contained in the California Building Standards Code (California Code of Regulations title 24) where they are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, an ordinance passed by a fire protection district to adopt more stringent building standards relating to fire and panic safety must either be ratified, modified, or denied by the legislative body in which the fire district is located; and

WHEREAS, the American Canyon Fire Protection District (District) adopted the 2025 California Fire Code, California Code of Regulations, title 24, part 9, with certain amendments, in District Ordinance No. 2025-02 (Ordinance), attached hereto; and

WHEREAS, the District's amendments to the 2025 California Fire Code are deemed more stringent but reasonably necessary due to local climatic, geological, or topographical conditions as set forth in specific findings adopted by the Ordinance; and

WHEREAS, because a portion of the District is located within the unincorporated area of Napa County, Napa County must ratify, modify, or deny the adopted ordinance pursuant to Health and Safety Code section 13869.7, subd. (c); and

WHEREAS, the Napa County Fire Chief has reviewed the Ordinance adopting the 2025 California Fire Code and recommends that the Board of Supervisors ratify the Ordinance, as amended, and find that these amendments are reasonably necessary based upon the local climatic, geological, and/or topographical conditions within the District set forth in Section 3 of the Ordinance.

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

1. American Canyon Fire Protection District Ordinance No. 2025-02, including its amendments to the 2025 California Fire Code, is ratified and enforcement of this Ordinance is delegated to the Chief of the American Canyon

Fire Protection District, pursuant to Health and Safety Code section 13869.7, subd. (h)(l)(A).

2. The Board of Supervisors finds that the amendments to the Ordinance are reasonably necessary based upon the local climatic, geological, and/or topographical conditions within the District as set forth in Section 3 of the Ordinance.

3. Within fifteen (15) days of the adoption of this Resolution, a certified copy shall be transmitted by the Clerk of the Board of Supervisors to the American Canyon Fire Protection District, pursuant to Health and Safety Code section 13869.7, subd. (c).

4. The Clerk of the Board of Supervisors shall file with the State Department of Housing and Community Development a copy of this Resolution with the attachment consisting of the American Canyon Fire Protection District's Ordinance No. 2025-02, containing the District's Findings, pursuant to Health and Safety Code section 13869.7, subd. (c).

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of said Board held on the 16th day of December 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: *Shana A. Bagley* Deputy County Counsel Date: December 5, 2025 *[13112965]*	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: _____

Docusign Envelope ID: 2F73BB31-5C2B-4911-B679-756FCD34E76D

ORDINANCE 2025-02

AN ORDINANCE OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9 AND RELATED MODEL CODES WITH APPENDICES AND AMENDMENTS AS IDENTIFIED HEREIN THROUGH EXPRESS FINDINGS OF LOCAL NECESSITY, AND REPEALING ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES, AND APPLYING THE NEW ORDINANCE OF THE DISTRICT, AND TITLE 24, 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE INCLUDING THE FOLLOWING PARTS:

PART 9 California Fire Code

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the California Codes as part of the California State Building Standards Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes cities, counties, and special districts to modify the California State Building Standards Code by adopting more restrictive standards if such entities determine that such standards are reasonably necessary because of local climactic, geological, or topographical conditions; and

WHEREAS, the American Canyon Fire Protection District (sometimes referred to herein after as the "District") has reviewed each of the referenced California and model Codes and it has been determined that certain local amendments are necessary to protect the health, safety, and welfare of its residents; and

WHEREAS, Government Code section 50022 *et seq*., empowers the District to adopt by reference various Codes, including the CALIFORNIA BUILDING CODE 2025, CALIFORNIA FIRE CODE 2025, CALIFORNIA CODE OF REGULATIONS TITLE 24, Part 9; and

WHEREAS, pursuant to the Government Code section 50022 *et seq*., the District seeks to adopt by reference various provisions of the above referenced California Codes, subject to the additions, amendments, and deletions as set forth herein;

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NOW, THEREFORE THE AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS DOES HEREBY ORDAIN AS FOLLOWS:

SECTON 1: That Ordinance 2022-01 & 2022-02 entitled AN ORDINANCE OF THE AMERICAN CANYON FIRE BOARD OF DIRECTORS REPEALING FIRE DISTRICTS CURRENT ORDINANCES AND APPLYING THE NEW ORDINANCE OF THE DISTRICT, AND ADOPTING BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2025 EDITION OF THE CALIFORNIA BUILDING AND STANDARDS CODE INCLUDING THE FOLLOWING PARTS: PART 9 CALIFORNIA FIRE CODE, AND AMENDING THOSE PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24 AS IDENTIFIED HEREIN; and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: Purpose and Authority The purpose of this Ordinance is to adopt by reference the 2025 edition of the California Building Standards Code, Title 24, Part 9 of the California Code of Regulations.

SECTION 3: Ordinance 2025-02 of the American Canyon Fire Protection District is adopted to read as follows:

Adoption of the California Fire Code.
The 2025 California Building Standards Code, Title 24, California Code of Regulations, Part 9, California Fire Code, and by reference the 2024 International Fire Code published by the International Code Council, Inc., including specifically appendices Chapters 4, A ,B, BB, C, CC, D, E, F, G, H and K is adopted by reference the same as though fully set forth herein, save and except those portions hereinafter deleted, modified or amended by previous ordinances, of which one (1) copy is available in the Office of the District Clerk for inspection by the public.

Amendments.
The District Board of Directors hereby finds that due to local climatic, geologic and topographic conditions modifications and changes to the current California Fire Code are reasonably necessary to provide sufficient and effective protection of life, health and property. The following section and/or subsections of the California Fire Code (CFC), 2025 Edition, are hereby amended as follows:

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The California Fire Code, 2025 Edition, is amended as follows:

1. **Chapter 1**

A. **Chapter 1 Division I Section 1.11.2.1.1 Item 1** of Section 1.11.2.1(Enforcement) is repealed and replaced with the following: Section 1.11.2.1.1: Item 1 The City of American Canyon shall delegate the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R, Division 3 dwellings, as described in Section 310.1 of Part 2 of the California Building Standards Code, to the Fire Code Official of the American Canyon Fire Protection District.

B. **Chapter 1, Section 102.7.3** is added to Section 102.7 to read in full as follows: Section 102.7.3 Fire Extinguishing systems. Fire extinguishing systems shall comply with the applicable and most current codes and standards currently adopted within the 2025 CFC and published by the National Fire Protection Association (NFPA) and District policies.

C. **Chapter 1, Section 103.3.1** is added to Section 103.3 to read in full as follows: Section 103.3.1 All sworn safety personnel assigned to the Fire Prevention Division, or such other full-time District officers or Fire Prevention personnel as may be authorized by the Fire Chief or the Police Chief of the City of American Canyon or both, shall be peace officers as described in Section 830.37(b) of the California Penal Code and shall enforce the Penal Code, California Code, and where necessary and appropriate, any sections of the California Health and Safety Code, and any other county or state fire-related laws or codes not specifically covered in any part of this code. These police powers include the power to issue misdemeanor citations. When requested to do so by the Fire Chief, the Chief of Police of the City of American Canyon is authorized to assign such available police officers as necessary to assist the District in enforcing the provisions of this Code.

D. **Chapter 1, Section 104.11.2** is amended to read in full as follows: Section 104.11.2 Interference with the operations of the District in connection with extinguishing any fire or mitigating any other emergency, conducting inspections or investigations, or any other District operation is prohibited. Lawful commands of the Fire Chief or member of the District in charge at such a scene, or any part thereof, or any police or law enforcement officer assisting the District in charge at such a scene, or any part thereof, shall be obeyed. Any person violating this section shall be guilty of a misdemeanor.

E.
Chapter 1, Section 106.2.2 is amended to read in full as follows: Section 106.2.2 Fire protection system drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate compliance with this code and the

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construction documents and shall be approved prior to the issuance of a building permit. Shop drawings shall contain all information as required by referenced installation standards in Chapter 9.

F. **Chapter 1, Section 108.4** is amended to read: Section 108.4 Work commencing before permit issuance. Any person who commences work on a building, structure or fire protection system regulated by this code before obtaining the necessary permits shall be subject to a fee established by the Fire Code Official that shall be in addition to the required permit fees. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

G. **Chapter 1, Section 108** is amended by adding Section 108.7 which reads in full as follows: Section 108.7 Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which the inspection is called is not complete or when corrections are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector or failure to provide access on the date for which the inspection is requested or deviating from the plans requiring approval of the Fire Code Official. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

2. Chapter 3

A. **Chapter 3, Section 307.1.2** is added to Section 307.1 to read in full as follows: Section 307.1.2 Open fires. No person may ignite, permit or maintain an open fire, including incinerators, open burning, bonfires and recreational fires, within the Districts limits. Bonfires are identified in Section 307 and are included as a type of outdoor fire.

Section 307.1.2 Exceptions:

1. Fires permitted by the Fire Code Official for the burning of tree trimmings from commercial agricultural operations exceeding 5 acres in size.

2. Fires properly contained in a barbecue pit, barbecue grill, approved outdoor fire pit, or approved outdoor fireplace when located in lawfully occupied premises or designated campsites.

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3. Fires set or permitted by the Fire Code Official in the performance of official duties, including, but not limited to, the following:

    3.1. Disease and pest control prevention in connection with agricultural activities.

    3.2. Improvement of wildlife habitat.

    3.3. The training of District members.

    3.4. Other special situations, as approved by the Fire Chief in his or her discretion, on a case-by-case basis.

3. Chapter 4

A. **Chapter 4, Section 401.3.3** of Section 401.3 is hereby amended to read in full as follows: Section 401.3.3 Delayed notification. A person, alarm company, remote, or central or proprietary station shall not, by verbal or written directive, require any delay in the reporting of a fire or fire alarm signal to the District. Upon receipt of a fire alarm signal, an alarm monitoring company shall first notify the District dispatch center prior to contacting the alarm subscriber.

4. Chapter 5

A. **Chapter 5, Section 503.4** is hereby amended by repealing the entire section 503.4, and replacing it with the following: Section 503.4 Fire apparatus access roads, fire trail, fire lane, or driveway marked in accordance with section 503.3, shall not be obstructed in any manner, including, but not limited to, by vehicles that are parked or left standing. Minimum required widths and clearances established under this Section shall be maintained at all times. Any violations of this Section may result in the removal of the obstruction as determined by the Fire Chief. Allows the Fire Code Official the ability to remove obstructions to fire access in a timely manner.

B. **Chapter 5, Section 505.1.1** is added to Chapter 5 Section 505.1 to read in full as follows: Section 505.1.1 Multiple dwellings or commercial complexes. At each main driveway entrance to a multiple dwelling or commercial complex, there shall be installed an illuminated diagram or map of the complex, which lists the individual addresses of all units in the complex. It shall thereafter be unlawful for any owner, lessee, or other person in charge to fail to update and maintain said diagram or map in legible condition.

C. **Chapter 5, Section 507.2** is hereby amended by repealing the first sentence and replacing it with the following: Section 507.2 Type of water supply**.** A water

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supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains, or other fixed systems connected to the municipal water system and capable of providing the required fire flow.

5. Chapter 9

A. **Chapter 9, Section 901.2** is amended by repealing the entire subsection to read in full as follows: Section 901.2 Construction documents. The Fire Code Official shall have the authority to require construction documents and calculations for all fire protection systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection system. Construction documents for fire protection systems shall be submitted for review and approval prior to the issuance of a building permit.

B. **Chapter 9, Section 901.4.2 Non-required fire protection systems** is amended by repealing the entire subsection.

C. **Chapter 9, Section 903.2** is amended by repealing the entire subsection 903.2 (with the exception of Subsections 903.2.5, 903.2.11.1, 903.2.11.1.1, 903.2.11.1.2, 903.2.11.1.3, 903.2.11.2, 903.2.11.4, 903.2.11.5, 903.2.11.6, 903.2.12, 903.2.14, 903.2.15, 903.2.16, 903.2.17, 903.2.18, 903.2.19 which shall remain in effect), and replacing it with the following: Section 903.2 Where required. An automatic fire sprinkler system shall be installed and maintained in all newly constructed buildings or structures, and existing buildings shall be provided as described in this section:

Section 903.2: Item 1 Additions is added to Section 903.2 of Chapter 9 to read in full as follows: Section 903.2: Item 1, An automatic sprinkler system shall be installed throughout any existing commercial building when the floor area of the addition (including mezzanines) exceeds 50% of the existing floor area.

Section 903.2: Item 2 Change of occupancy is added to Section 903.2 of Chapter 9 to read in full as follows: Section 903.2: Item 2, Any change of occupancy when the proposed new occupancy classification is more hazardous based on a fire and life safety evaluation by the Fire Code Official and Building Code Official, including conversion of buildings to single family residences, accessory dwelling units, bed and breakfast, inns, lodging houses or congregate residences for or other similar uses an automatic fire sprinkler system shall be installed throughout.

Section 903.2 Item 3 Manufactured Homes is added to Section 903.2 of Chapter 9 to read in full as follows: Section 903.2 Item 3, Fire Sprinkler systems shall be installed in new manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations. All homes in California are now required to be protected by automatic fire sprinklers.

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Section 903.1.1.1 Exempt locations. Is amended by adding the following exceptions:

1. Detached pool houses, workshops, Group U private garages, barns and similar structures, built in conjunction with existing non-sprinklered single family residences and provided the new structure is less than 1,000 square feet, not intended for use as a dwelling unit.

2. Detached non-combustible, limited combustible or fire-retardant treated wood canopies. The under certain conditions permits the use of fire-resistant construction materials in-lieu of fire sprinklers.

3. Group B or M occupancies less than 1,000 square feet.

4. Detached, unenclosed combustible gazebos or shade structures less than 1,000 square feet.

5. Detached restroom facilities associated with golf courses, parks and similar uses.

6. Shipping containers used for storage purpose and located not closer than 5 feet to a building, property line or other container.

D. **Chapter 9, Section 903.3.10** is amended by replaced with the following: Section 903..3.10 Floor control valves. Approved supervised indicating control valves and waterflow detection assemblies shall be provided at the point of connection to the riser on each floor in buildings exceeding two stories in height.

E. **Chapter 9, Section 907.3.1** is amended by adding Section 907.3.1.1 to read in full as follows: Section 907.3.1.1: Duct smoke detectors. Shall be capable of being reset by a readily accessible remote or push button or key activated switch as approved by the Fire Code Official.

F. **Chapter 9, Section 907.8.6** is added to read in full as follows: Section 907.8.6 Fire Service Fees. Any person who causes the District to respond to a fire alarm in any building or structure under his or her control, and who has not provided or maintained required smoke detectors or fire alarm systems after having prior knowledge of such deficiencies, may be subject to the payment of fire service fees.

6. Chapter 56

A. **Section 5601.1.1 and Section 5601.1.2 are deleted and replaced with;** Storage of explosives and blasting agents within the District limits is prohibited unless specifically authorized by the Fire Code Official.

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B. **Chapter 56, Section 5601.1.3 Fireworks** is amended by deleting exceptions 1, 2 and 4.and adding Exception 5 to read as follows; The Fire Code Official may issue Fireworks Display permits for the possession, storage, use, and handling of fireworks or pyrotechnics by state licensed contractors in compliance with Section 5608.

7. Chapter 57

A. **Chapter 57, Section 5704.2.9.6.1** is hereby amended by repealing the first sentence of Section 5704.2.9.6.1 (thus, the provisions of Subsections 5704.2.9.6.1.1 through 5704.2.9.6.1.6 remain in effect) and replacing it with the following: Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I, II, and III liquids in above-ground tanks outside of buildings is prohibited for those areas not zoned IP (Industrial Park) and/or not specifically designated for such use in a District Policy Plan or Specific Plan:

> **Exception**: For those protected above-ground tanks located outside the IP zone for the purpose of emergency power generator installations and for facilities on an individual basis as approved by the Fire Code Official. Tank size shall not exceed 1,000 gallons for Class I or II liquids and 2,000 gallons for Class III liquids.

B. **Chapter 57 Section 5706.2.4.4** is hereby amended by repealing this section and replacing it with the following: Section 5706.2.4.4 Locations where above ground tanks are prohibited**.** Class I and II Liquids in Above-Ground Tanks. The limits referred to in Section 5706.2.4.4 of the Fire Code of the District in which the storage of Class I and Class II flammable or combustible liquids in above-ground storage tanks is restricted are hereby established as follows: areas not zoned IP (Industrial Park) and/or not specifically designated for such use in a District Policy Plan or Specific Plan.

8. Chapter 58

A. **Chapter 58, Section 5806.2** Flammable Cryogenic Fluids in Stationary Tanks. The limits referred to in Section 5806.2 of the Fire Code of the District in which storage of flammable cryogenic fluids in stationary tanks is restricted, are hereby established and is added to Section 5806.2 of Chapter 9 to read in full as follows: within 500 feet of any zoning district or area designated for residential use.

9. Chapter 61

A. **Chapter 61, Section 6104.2** Maximum capacity within established limits. The limits referred to in Section 6104.2 of the Fire Code of the District in which

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storage of liquefied petroleum gas is restricted, are hereby established as follows: within 500 feet of any zoning district or area designated for residential use.

SECTION 4 Findings The American Canyon Fire Protection District Board of Directors finds and declares that the additions, modifications, and changes made to this code is necessary for the protection of public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Sections 18941.5 and 17958 and are identified as follows:

A) Express Finding Number 1: Climatic. The American Canyon Fire Protection District experiences periods of high temperatures, accompanied by low humidity and seasonal high winds. These conditions create an environment in which the Fire District would need to fully commit available firefighting resources to the control and extinguishment of wildland fires. During such periods, the limited available firefighting resources may have greater difficulty in controlling fires in structures not having built-in fire protection.

B) Express Finding Number 2: Geological. The American Canyon Fire Protection District is located in a region that contains active fault zones: the San Andreas, Hayward, Calaveras and Healdsburg-Rogers Creek. Three active faults are located within Napa County: the Cordelia, Green Valley and West Napa. After a large seismic event, the potential for multiple fires occurring simultaneously will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires in structures, which will increase the availability of firefighting resources after a seismic event.

C) Express Finding Number 3: Topographical. The American Canyon Fire Protection District is divided geographically in to three parts by the north/south orientation of State Highway 29. The east and west portions of the District contain steep hillsides with residential development intermixed. These natural and man-made barriers can serve as severe impediments to the delivery of public safety services due increased response times and delays in fire suppression efforts due to flooding or traffic congestion. An extended response time allows fires to grow beyond the control of initial attack fire suppression resources. Built in fire protection in the form of automatic fire sprinklers has proven effective in controlling and extinguishing fires in the incipient stages.

D) Express Finding Number 4: The proposed Ordinance amendment is not a project that has the potential for causing a significant effect on the environment and therefore is not subject to review under the California Environmental Quality Act (CEQA). In addition, the proposed Ordinance amendment is exempt under the definition of Project in CEQA Guidelines Section 15378 (b)(3) in that it concerns general policy and procedure rule-making.

SECTION 5 Severability. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Fire District Board of Directors hereby declares that it would have passed this Ordinance and each section,

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subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect thirty (30) days after passage thereof.

SECTION 7. Publication. The Clerk of the American Canyon Fire Protection District Board of Directors is ordered and directed to cause this Ordinance to be published in accordance with the provisions of Government Code Section 25124. The Clerk of the American Canyon Fire Protection District Board of Directors is also ordered and directed to cause this Ordinance to be filed with the California Building Standards Commission.

I HEREBY CERTIFY that this Ordinance was introduced at a regular meeting of the American Canyon Fire Protection District Board of Directors, held on the 28th day of October, 2025, and ADOPTED AND PASSED at a regular meeting of the American Canyon Fire Protection District Board of Directors, held on the 28th day of October 2025, by the following vote:

AYES:	Board Member Brando Cruz, Board Member Melissa Lamattina, Board Member David Oro, Vice-Chair Mark Joseph, and Chair Pierre Washington
NOES:	None
ABSTAIN:	None
ABSENT:	None

APPROVED:

Signed by:
A6697...

Pierre Washington, Chair

ATTEST:

Signed by:
Geoff Belyea
53163F2FEDCE4EC...

Geoff Belyea, Fire District Clerk

APPROVED AS TO FORM;

Signed by:
William D. Ross
285D5013BD93421...

William D. Ross, District Counsel

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SECOND READING AND ADOPTION

I HEREBY CERTIFY that this Ordinance was introduced and given its first reading at a regular meeting of the American Canyon Fire Protection District Board of Directors held on the 28th day of October, 2025, and was read by title, adopted, and passed upon second reading at a regular meeting of the Board of Directors held on the 19th day of November, 2025, by the following vote:

AYES: Board Member Brando Cruz, Board Member Melissa Lamattina, Board Member David Oro, Vice-Chair Mark Joseph, and Chair Pierre Washington
NOES: None
ABSTAIN: None
ABSENT: None

APPROVED:

Signed by:
A6B975A8B57D409...

Pierre Washington, Chair

ATTEST:

Signed by:
Geoff Belyea
5318BF2FFDCE4EC...

Geoff Belyea, Fire District Clerk

APPROVED AS TO FORM;

Signed by:
285D501B3D9342...

William D. Ross, District Counsel

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:** 12/16/2025 | **File ID #:** 25-1879

TO: Board of Supervisors

FROM: Allison Haley, District Attorney

REPORT BY: Sophie Johnson, Saff Services Manager

SUBJECT: Agreement with Axon Enterprises, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 260247B with Axon Enterprise, Inc., for a cloud based Digital Evidence System (DEMS) including five Body Worn Camera units for a ten-year agreement with annual price escalators; and approval of a waiver of competitive bidding requirements and sole source award. (Fiscal Impact: $112,800 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Axon Enterprise, Inc. (Axon), an Arizona corporation, provides Justice Premier, a cloud-based Digital Evidence Management System (DEMS) that enables the secure receipt, storage, and sharing of case-related files for criminal investigations and prosecutions. Through this system, law enforcement agencies can submit digital evidence directly to the District Attorney's Office for review, follow-up investigation, and prosecution.

In April 2023, Napa County Information Technology Services entered into an agreement with Axon on behalf of the District Attorney's Office to streamline and centralize digital evidence storage using Axon's Evidence.com platform. The Napa County Sheriff's Office also utilizes Axon services, and Axon remains the only solution that provides countywide access to digital evidence uploaded by county law enforcement agencies. Based on this exclusivity and Axon's existing contracts with county law enforcement partners, Axon qualifies as a sole source provider.

The Axon Justice Premier software offers several enhanced features that will expand the District Attorney's Office's digital evidence capabilities and improve operational efficiency, including:

- Pro licenses for all Department staff (currently limited in number)

- Multi-camera video playback
- Axon transcription assistant tools
- Ability to play third-party video formats directly from Evidence.com
- Automated redaction tools
- Axon Citizen, enabling staff to receive files directly through a secure upload link
- Advanced discovery tools supporting full Brady disclosure compliance
- Unlimited secure cloud storage for attorneys and investigators

Six law enforcement agencies in Napa County currently use Axon for body-worn camera evidence. Adoption of Axon Justice Premier by the District Attorney's Office will allow all law enforcement agencies, regardless of vendor, to submit case files electronically. This will significantly reduce time previously required to deliver evidence through paper reports, flash drives, CDs, DVDs, and email.

Justice Premier provides standardized file formats, tools to trim audio and video for efficient review, time-stamped metrics, tagging for relevant incident segments, and automated redaction of faces and license plates. The system can also generate transcriptions of interviews, 911 calls, and jail calls, and includes tools to improve audio and image clarity. Unlimited cloud storage ensures long-term retention of case files and consistent access even as attorney assignments change. Justice Premier maintains a complete chain of custody from the time evidence is received, reducing risks related to misplaced evidence, or undocumented edits. Original file formats remain intact, with all enhancements performed on copies.

Axon meets all FBI Criminal Justice Information System (CJIS) and California Law Enforcement Telecommunications System security requirements, including U.S. based storage, controlled access, and protections against data breaches. The system provides 24/7 technical support, controlled evidence access, and the ability to recover deleted files within seven days. It supports most standard file types without requiring proprietary formats, offering reliable, secure digital evidence infrastructure for the County.

The District Attorney's Office maintains a team of sworn law enforcement investigators; however, they have not previously been issued body-worn cameras, which are valuable tools in both investigative work and conducting interviews. As part of this agreement, the Department will acquire five (5) body-worn camera devices and the associated software licensing bundles. These devices are fully compatible with those used by the Napa County Sheriff's Office, ensuring consistency and interoperability across agencies.

This agreement is for ten-years with annual cost increases. The first year the agreement will cost approximately $112,800.

Requested Action:

1. Approve and authorize the Chair to sign Agreement No. 260247B with Axon Enterprises Inc. in the total amount of $1,474,573 for the term of January 1, 2026 through to December 31, 2035 for a subscription to the Axon Justice Premier Digital Evidence System (DEMS) and Five (5) Body Worn Cameras including software licenses.

2. Waiver of competitive bidding and sole source award to Axon Enterprises Inc. of Scottsdale, Arizona.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	District Attorney's Budget 1000 - 1300000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement with Axon Enterprises streamlines the District Attorney's evidence intake and review. Its advanced tools including automated transcription, redaction, and unlimited cloud storage will improve efficiency, accuracy, and timely processing for court hearing.
Is the general fund affected?	Yes
Future fiscal impact:	The total cost of the agreement over 10 years is $1,474,573. The cost for FY 2025-26 is $112,801. Future payments will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, the District Attorney's office will continue to rely on external transcription/translation services and require additional time to sort through digital data relating to cases.

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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Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the

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extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

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7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before

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the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Compliance with Laws**. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signed by:
Signature: Robert E. Driscoll, Jr.
55DAEBB131A4424...

Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Date: 10/31/2025 | 2:41 PM MST

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM Office of County Counsel By: *Corey S. Utsurogi* Deputy County Counsel Date: July 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: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

   a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

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b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9. **Third-Party Unlimited Storage**. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

10. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

11. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

13. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

17. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    c. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    d. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    e. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    f. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

    g. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    h. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    i. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    j. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

19. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

20. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

21. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

22. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer

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computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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Master Services and Purchasing Agreement for Customer

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay**. Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions**

1.1 AI Technology. Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2 Model Drift. The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3 **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage**

2.1 **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection.AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions**.**

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities**

3.1 **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

3.2 **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

3.3 **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

3.4 **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5 **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

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4. **Customer Responsibilities**

4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3 **Restrictions**. AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1 **License and Content Restrictions**. Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. Amendments. Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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FUSUS Appendix

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Docusign Envelope ID: C30A6621-878F-40E4-AFBE-4C5913908578

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-685847-45961BC

Issued: 10/31/2025

Quote Expiration: 12/30/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 477908
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
New Primary 1127 1st St Ste C Napa, CA 94559-2952 USA	Napa County (CA) District Attorney's Office 1127 1st St Ste C Napa CA 94559-2952 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Campbell Phone: Email: bcampbell@axon.com Fax:	Ana Baber Phone: 707-253-4211 Email: ana.baber@countyofnapa.org Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$1,377,750.77
ESTIMATED TOTAL W/ TAX	$1,377,750.77

Discount Summary

Average Savings Per Year	$85,030.22
TOTAL SAVINGS	$850,302.23

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Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$98,621.00	$0.00	$98,621.00
Jan 2027	$120,868.80	$0.00	$120,868.80
Jan 2028	$125,703.55	$0.00	$125,703.55
Jan 2029	$130,731.69	$0.00	$130,731.69
Jan 2030	$135,960.96	$0.00	$135,960.96
Jan 2031	$141,399.40	$0.00	$141,399.40
Jan 2032	$147,055.38	$0.00	$147,055.38
Jan 2033	$152,937.59	$0.00	$152,937.59
Jan 2034	$159,055.10	$0.00	$159,055.10
Jan 2035	$165,417.30	$0.00	$165,417.30
Total	**$1,377,750.77**	**$0.00**	**$1,377,750.77**

Docusign Envelope ID: C30A6621-878F-40E4-AFBE-4C5913908578

Quote Unbundled Price:	**$2,228,095.00**
Quote List Price:	**$1,410,343.00**
Quote Subtotal:	**$1,377,750.77**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	$1,908.77	$1,908.77	$0.00	$1,908.77
S00019	BUNDLE - JUSTICE PREMIER PLUS	65	120	$283.73	$178.89	$176.39	$1,375,842.00	$0.00	$1,375,842.00
A la Carte Services									
100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1			$15,000.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,377,750.77**	**$0.00**	**$1,377,750.77**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - JUSTICE PREMIER PLUS	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	101866	AXON BRIEF ONE FOR JUSTICE	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	73618	AXON COMMUNITY REQUEST	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	65	01/01/2026	12/31/2035
BUNDLE - JUSTICE PREMIER PLUS	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	65	01/01/2026	12/31/2035

Services

Bundle	Item	Description	QTY
BUNDLE - JUSTICE PREMIER PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	4
BUNDLE - JUSTICE PREMIER PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	65
A la Carte	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1127 1st St Ste C	Napa	CA	94559-2952	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 1	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$96,712.23	$0.00	$96,712.23
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	$1,908.77	$0.00	$1,908.77
Total				**$98,621.00**	**$0.00**	**$98,621.00**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 2	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$120,868.80	$0.00	$120,868.80
Total				**$120,868.80**	**$0.00**	**$120,868.80**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 3	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$125,703.55	$0.00	$125,703.55
Total				**$125,703.55**	**$0.00**	**$125,703.55**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 4	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$130,731.69	$0.00	$130,731.69
Total				**$130,731.69**	**$0.00**	**$130,731.69**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 5	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$135,960.96	$0.00	$135,960.96
Total				**$135,960.96**	**$0.00**	**$135,960.96**

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 6	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$141,399.40	$0.00	$141,399.40
Total				**$141,399.40**	**$0.00**	**$141,399.40**

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Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 7	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$147,055.38	$0.00	$147,055.38
Total				**$147,055.38**	**$0.00**	**$147,055.38**

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 8	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$152,937.59	$0.00	$152,937.59
Total				**$152,937.59**	**$0.00**	**$152,937.59**

Jan 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 9	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$159,055.10	$0.00	$159,055.10
Total				**$159,055.10**	**$0.00**	**$159,055.10**

Jan 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	$0.00	$0.00	$0.00
Annual Payment 10	S00019	BUNDLE - JUSTICE PREMIER PLUS	65	$165,417.30	$0.00	$165,417.30
Total				**$165,417.30**	**$0.00**	**$165,417.30**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement to which it is attached, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions.

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Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-445188

Agency is terminating those contracts effective 1/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $1,908.77

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Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-771410-45961BC

Issued: 10/31/2025

Quote Expiration:

Estimated Contract Start Date: 02/01/2026

Account Number: 477908
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
New Primary 1127 1st St Ste C Napa, CA 94559-2952 USA	Napa County (CA) District Attorney's Office 1127 1st St Ste C Napa CA 94559-2952 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kristen Bohn Phone: Email: kbohn@axon.com Fax:	Ana Baber Phone: 707-253-4211 Email: ana.baber@countyofnapa.org Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$94,475.50
ESTIMATED TOTAL W/ TAX	$96,821.03

Discount Summary

Average Savings Per Year	$1,934.09
TOTAL SAVINGS	$19,340.88

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Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$13,491.95	$687.39	$14,179.34
Jan 2027	$7,652.38	$156.68	$7,809.06
Jan 2028	$7,958.47	$162.95	$8,121.42
Jan 2029	$8,276.81	$169.48	$8,446.29
Jan 2030	$8,607.88	$176.24	$8,784.12
Jan 2031	$8,952.20	$183.30	$9,135.50
Jan 2032	$9,310.29	$190.62	$9,500.91
Jan 2033	$9,682.70	$198.25	$9,880.95
Jan 2034	$10,070.01	$206.18	$10,276.19
Jan 2035	$10,472.81	$214.44	$10,687.25
Total	**$94,475.50**	**$2,345.53**	**$96,821.03**

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Quote Unbundled Price:	**$113,816.30**
Quote List Price:	**$104,475.50**
Quote Subtotal:	**$94,475.50**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	120	$78.27	$39.98	$39.98	$4,797.60	$325.67	$5,123.27
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	120	$45.37	$37.46	$37.46	$22,476.00	$1,483.13	$23,959.13
A la Carte Hardware									
H00001	AB4 Camera Bundle	5			$899.00	$899.00	$4,495.00	$393.32	$4,888.32
H00002	AB4 Multi Bay Dock Bundle	1			$1,638.90	$1,638.90	$1,638.90	$143.41	$1,782.31
A la Carte Software									
73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	120		$23.02	$23.02	$13,812.00	$0.00	$13,812.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	120		$78.76	$78.76	$47,256.00	$0.00	$47,256.00
A la Carte Services									
85144	AXON BODY - PSO - STARTER	1			$10,000.00	$0.00	$0.00	$0.00	$0.00
Total							**$94,475.50**	**$2,345.53**	**$96,821.03**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	6	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	6	1	01/01/2026
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	6	1	01/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	01/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	07/01/2028
Body Worn Camera TAP 10 Year Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	5	1	07/01/2028
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	01/01/2031
Body Worn Camera TAP 10 Year Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	5	1	01/01/2031
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	1	1	07/01/2033
Body Worn Camera TAP 10 Year Bundle	73345	AXON BODY - TAP REFRESH 3 - CAMERA	5	1	07/01/2033
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	1	1	01/01/2036
Body Worn Camera TAP 10 Year Bundle	73346	AXON BODY - TAP REFRESH 4 - CAMERA	5	1	01/01/2036

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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	02/01/2026	01/31/2036
A la Carte	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	02/01/2026	01/31/2036

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	01/01/2027	01/31/2036
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	5	01/01/2027	01/31/2036

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1127 1st St Ste C	Napa	CA	94559-2952	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$3,936.00	$0.00	$3,936.00
Annual Payment 1	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,150.41	$0.00	$1,150.41
Annual Payment 1	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$399.59	$27.13	$426.72
Annual Payment 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$1,872.05	$123.53	$1,995.58
Hardware	H00001	AB4 Camera Bundle	5	$4,495.00	$393.32	$4,888.32
Hardware	H00002	AB4 Multi Bay Dock Bundle	1	$1,638.90	$143.41	$1,782.31
Total				**$13,491.95**	**$687.39**	**$14,179.34**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$4,093.44	$0.00	$4,093.44
Annual Payment 2	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,196.43	$0.00	$1,196.43
Annual Payment 2	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$415.58	$28.22	$443.80
Annual Payment 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$1,946.93	$128.46	$2,075.39
Total				**$7,652.38**	**$156.68**	**$7,809.06**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$4,257.16	$0.00	$4,257.16
Annual Payment 3	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,244.29	$0.00	$1,244.29
Annual Payment 3	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$432.21	$29.34	$461.55
Annual Payment 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,024.81	$133.61	$2,158.42
Total				**$7,958.47**	**$162.95**	**$8,121.42**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$4,427.48	$0.00	$4,427.48
Annual Payment 4	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,294.06	$0.00	$1,294.06
Annual Payment 4	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$449.49	$30.52	$480.01
Annual Payment 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,105.78	$138.96	$2,244.74
Total				**$8,276.81**	**$169.48**	**$8,446.29**

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Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$4,604.57	$0.00	$4,604.57
Annual Payment 5	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,345.82	$0.00	$1,345.82
Annual Payment 5	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$467.47	$31.73	$499.20
Annual Payment 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,190.02	$144.51	$2,334.53
Total				**$8,607.88**	**$176.24**	**$8,784.12**

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$4,788.74	$0.00	$4,788.74
Annual Payment 6	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,399.66	$0.00	$1,399.66
Annual Payment 6	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$486.17	$33.00	$519.17
Annual Payment 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,277.63	$150.30	$2,427.93
Total				**$8,952.20**	**$183.30**	**$9,135.50**

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$4,980.29	$0.00	$4,980.29
Annual Payment 7	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,455.64	$0.00	$1,455.64
Annual Payment 7	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$505.61	$34.32	$539.93
Annual Payment 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,368.75	$156.30	$2,525.05
Total				**$9,310.29**	**$190.62**	**$9,500.91**

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$5,179.50	$0.00	$5,179.50
Annual Payment 8	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,513.87	$0.00	$1,513.87
Annual Payment 8	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$525.84	$35.70	$561.54
Annual Payment 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,463.49	$162.55	$2,626.04
Total				**$9,682.70**	**$198.25**	**$9,880.95**

Jan 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$5,386.69	$0.00	$5,386.69
Annual Payment 9	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,574.42	$0.00	$1,574.42
Annual Payment 9	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00
Annual Payment 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$546.87	$37.12	$583.99
Annual Payment 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,562.03	$169.06	$2,731.09
Total				**$10,070.01**	**$206.18**	**$10,276.19**

Jan 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	5	$5,602.15	$0.00	$5,602.15
Annual Payment 10	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	5	$1,637.40	$0.00	$1,637.40
Annual Payment 10	85144	AXON BODY - PSO - STARTER	1	$0.00	$0.00	$0.00

Docusign Envelope ID: C30A6621-878F-40E4-AFBE-4C5913908578

Jan 2035						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	$568.75	$38.59	$607.34
Annual Payment 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	5	$2,664.51	$175.85	$2,840.36
Total				**$10,472.81**	**$214.44**	**$10,687.25**

Docusign Envelope ID: C30A6621-878F-40E4-AFBE-4C5913908578

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement to which it is attached, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions.

Docusign Envelope ID: C30A6621-878F-40E4-AFBE-4C5913908578



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:** 12/16/2025 | **File ID #:** 25-1854

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 260192B with Crestwood Behavioral Health, Inc. (Crestwood Recovery and Resilience Solutions Training)

RECOMMENDATION

Approve and authorize Agreement No. 260192B with Crestwood Behavioral Health, Inc. for the term upon approval through June 30, 2026 for a contract maximum of $16,000 for the provision of Recovery and Resilience Solutions Training. (Fiscal Impact: $16,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

The hiring and integration of Certified Peer Support Specialists into service delivery plans is a growing practice among California counties, supported by Medi-Cal reimbursement changes enacted by Senate Bill 803. The County's Health and Human Services Agency (HHSA) has made a commitment to hiring and integrating this provider credential that many supervisors and contract providers have not been trained to supervise. Crestwood Behavioral Health's training division, Recovery Resilience Solutions (CRRS), has developed training for staff that supervise Certified Peer Support Specialists. Contractor trainings align with the foundational practices, skills, and professional expectations of Crestwood Recovery Resilient Solutions' Peer Support Learning for the 21st Century, a Medi-Cal approved peer support specialist certification training.

The CRRS courses support principles and practices for creating and sustaining a recovery and resilient-oriented service environment. This training will be made available to HHSA staff and contractor provided community-based organization staff

Requested Action:

1. Approve and authorize Agreement No. 260192B with Crestwood Behavioral Health, Inc. for the term upon approval through June 30, 2026 for a contract maximum of $16,000 to provide Recovery and Resilience

Solutions Training.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, California Mental Health Services Act (CalMHSA)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While the services in this agreement are not mandatory, HHSA has made a commitment to hiring and integrating Certified Peer Support Specialists into their service delivery plan.
Is the general fund affected?	No
Future fiscal impact:	None, agreement terminates June 30, 2026.
Consequences if not approved:	If not approved, HHSA Peer Support Specialists would not be able to receive evidence-based supervision informed by best practices.

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. 260192B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 18th of November 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **CRESTWOOD BEHAVIORAL HEALTH, INC**., hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide competency-based training for COUNTY staff and contracted providers who supervise Certified Peer Professionals; 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.

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	Signature ELENA MASHKEVICH, Executive Director of Contracts

Maximum Amount of this Agreement: $16,000.00 Term Expires: June 30, 2026 Automatic renewal of term does not apply.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Rachel L. Ross (e-signature)* Date: 10/29/25

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260192B

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: Cassandra Eslami, Deputy Director of HHSA/Behavioral Health Director

1.5 The Contract Contact Person for CONTRACTOR shall be: Elena Mashkevich, 520 Capitol Mall #800, Sacramento, CA 95814

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: Program Improvements for Valued Outpatient Treatment (PIVOT) Grant

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.countyofnapa.org/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire as of **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

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

EXHIBIT A
SCOPE OF WORK

Upon Signature through June 30, 2026

I. Overview

CONTRACTOR (Crestwood Recovery and Resilience Solutions [CRRS]) shall provide competency-based training for COUNTY (Napa County HHSA Behavioral Health) staff and contracted providers that supervise Certified Peer Professionals. The goal of these trainings is to help support supervisors lead successful peer professional employment, sustain staff retention, and to enhance service delivery teamwork.

II. Training Approach

CONTRACTOR training is based on the integration of adult learning principles and adult retention rates. The trainer assumes a facilitator and conductor role to organize the learning flow while engaging and coaching participants for high performance learning outcomes. The instructional content and delivery accommodate all sensory learning styles of visual, aural, kinesthetic, read/write and multi-modal.

III. Course Overviews:

Peer Supervision (11.5 CEs)

CONTRACTOR course supports principles and practices for creating and sustaining a recovery and resilient-oriented service environment. Participants will gain hands-on experience on how to use several recovery and resilient leadership tools. Participants will also walk away with strategies for leading and coaching peer support specialists and other professional staff members on their team by modeling and training specific Recovery practices.

CONTRACTOR course also provides leaders with an opportunity for a reflective personal and confidential staff inventory of their leadership style. This course will prepare each leader for the development of a professional vision statement, and the creation of a Professional Resilient Employee Plan (PREP) and Resilient Action Plan, designed to implement recovery and resilient principles into their teams and resilient leadership practice.

CONTRACTOR course aligns with the foundational practices, skills, and professional expectations of *Crestwood Recovery Resilient Solutions' Peer Support Learning for the 21st Century*, a Medi-Cal approved peer support specialist certification training.

Training Learning Objectives:

1. Demonstrate application of 5 recovery paths in supervision
2. Demonstrate application of 5 resilience steps in supervision
3. Demonstrate fluency in recovery language
4. Identify specific strategies to lead a recovery team including peer support specialist staff
5. Review Your Confidential Staff Inventory (360) of Your Supervisory Practices
6. Demonstrate competency in using the Resilience Conversation

7. Demonstrate competency in using the Resilience Performance Wheel
8. Draft a professional vision statement as a recovery leader
9. Develop a Profession Resilient Employee Plan

Recovery Practices for Organizations (6 CEs)
CONTRACTOR 1-day workshop for organizational staff who are not supervisors. Curriculum synthesizes recovery skills and practices through the Recovery Practices for Leaders training. It includes supportive recovery and accountability tools tailored to organizational staff to meet recovery culture expectations in the workspace.

The outcomes will be the replication and modeling of the skills and practices of recovery and resilience culture in the work setting, which in turn enhance team performance and morale, and improve the recovery outcomes for individuals receiving services.

IV. Contract Monitoring
CONTRACTOR is responsible for maintaining all documentation required for monitoring including but not limited to:

- Evaluation/Training/Consultation Logs
- Documentation to support cost reports including receipts, time sheets, mileage forms, travel and transportation expenses, etc.
- Other documentation as needed

CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities follow applicable regulations.

V. Conflict Resolution and Mediation

In the event COUNTY or CONTRACTOR encounter problems that significantly threaten to impede the fulfillment of the terms of this agreement, an ad hoc meeting may be called by either the Behavioral Health Director or designee, or CONTRACTOR executive management, wherein problem resolution is attempted, if need be, with a third party agreeable to both. Prior to termination of CONTRACT, each party agrees to attempt such conflict resolution at least one time prior to termination of contract.

EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING

Upon Signature through June 30, 2026

Compensation
COUNTY shall provide CONTRACTOR up to a contract maximum amount of $16,000. CONTRACTOR shall submit invoices for payment based on the rates below within 60 days of providing the training(s) identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than 60 days after the provision of such service(s).

Course/Service:	Location:	Length of Course:	Number of Participants:	Target Audience	Continuing Education (CEs) through NASW and BRN	Cost:
Recovery Practices for Leaders – Peer Supervision	Onsite	2-days	Up to 30	Leadership/ Supervisory staff	11.5	$4,672.00
Recovery Practices for Organizations	Online or Onsite	8 Hours (two 4-hour sessions, if online)	Up to 30	Non-supervisory staff (not PSS)	6	$2,922.00

CONTRACTOR shall maintain receipts and an exact itemized accounting of all expense items that include, at a minimum, the details listed below:

1. Description of services/activities performed with unique identifiers for project/activity being invoiced.
2. Total time spent on each date for each service/activity.
3. Pre-determined rate and total claimed for services.

CONTRACTOR shall submit all claim amounts in reference to the training billed for. CONTRACTOR shall submit invoices to COUNTY with the information listed above to BHinvoices@countyofnapa.org.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

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

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

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

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

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

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

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

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

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

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

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

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

2.16 **No Assignments or Subcontracts.**

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

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

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

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

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

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

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

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

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

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

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

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

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

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

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.countyofnapa.org** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1947

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Amendment No. 1 to Agreement No. 220120B with American Medical Response West, dba as American Medical Response

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 220120B with American Medical Response West, dba American Medical Response, extending the agreement for the term January 1, 2026 through December 31, 2031 to provide exclusive emergency and non-emergency advanced life support ambulance transport services in Napa County. (No Fiscal Impact)

BACKGROUND

On September 10, 2019, Napa County entered into Agreement No. 200166B with EndPoint EMS Consulting, LLC, to conduct a comprehensive Emergency Medical Services (EMS) System Assessment, draft a Request for Proposals (RFP), and oversee the County's selection of an exclusive ambulance provider, in accordance with Health and Safety Code §1797.224.

Following approval by the Board, Napa County EMS released the system assessment in December 2019. In March 2021, after securing approval from both the Board and the California EMS Authority (EMSA), Napa County released the RFP.

In June 2021, after a thorough review of proposals and a unanimous recommendation from an independent panel of subject matter experts, Napa County issued a Notice of Intent (NOI) to negotiate with American Medical Response West dba as American Medical Response (AMR) for exclusive ambulance services. Negotiations concluded on August 11, 2021, with mutually agreed-upon terms between Napa County and AMR. On September 14, 2021, the BOS unanimously voted to approve Napa County Agreement #220120B. The resulting contract commenced on December 31, 2021, with an initial term expiring December 31, 2026.

Section 1.4 of Napa County Agreement #220120B provides:

"The EMS Agency may offer to extend this Agreement for a second 5-year term, which shall end at 23:59:58 Pacific Standard Time on December 31, 2031. County and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the primary determining factor considered relative to the granting of an Agreement extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement."

To date, AMR has met or exceeded all of its obligations under the agreement. Napa County Health and Human Services Agency (HHSA), through its Local EMS Agency (LEMSA) Administrator, provides triannual performance reports to the Napa County Emergency Medical Care Committee (EMCC) and an annual performance report to the Napa County Board of Supervisors on AMR's contractual performance. These reports have consistently demonstrated that AMR continues to exceed its contractual requirements throughout the term of the agreement.

Throughout the first half of this agreement, Napa County and AMR worked collaboratively to identify opportunities for administrative and operational improvements that support the Napa community. During this process, both parties also recognized areas of ambiguity in the original agreement. HHSA proposes to address these issues through minor language updates in this amendment to improve clarity.

This amendment also extends the term and incorporates the following substantive updates to ensure quality of care and operational sustainability:

- Increases staffing requirements for AMR's Community Outreach Specialist;
- Codifies obligations related to clinical compliance metrics;
- Clarifies various operational requirements; and
- Allows for a one-time rate adjustment beyond the standard Consumer Price Index (CPI) based increase.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 220120B with American Medical Response West, dba American Medical Response, extending the agreement for the term January 1, 2026 through December 31, 2031 to provide exclusive emergency and non-emergency advanced life support ambulance transport services in Napa County.

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This Agreement ends on December 31, 2031, Appropriations are included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	Failure to approve this Agreement would result in a lack of an emergency ambulance services in Napa County.

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 220120B

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220120B is made and entered into this _____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter called "County" and AMERICAN MEDICAL RESPONSE WEST, DBA AMERICAN MEDICAL RESPONSE, whose mailing address is 841 Latour Court, Suite D. Napa, CA 94558 hereinafter called "Contractor". County and Contractor may be referred to below collectively as "Parties" and individually as "Party".

RECITALS

WHEREAS, on September 14, 2021, County and Contractor entered into Napa County Agreement No. 220120B, (hereinafter referred to as the "Agreement") for Contractor to provide emergency ambulance services within Napa County; and

WHEREAS, Paragraph 1.4 of the Agreement provides for a 5-year extension to the Agreement upon the mutual agreement of the Parties memorialized in writing; and

WHEREAS, the Parties wish to exercise Paragraph 1.4 and extend the original term for an additional term of 5 years; and

WHEREAS, the parties wish to implement mutually agreed-upon technical amendments and revisions to the original Agreement to update rates, clarify provisions, ensuring alignment with evolving operational needs and regulatory requirements. These revisions will take effect on January 1, 2026.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

TERMS

1. Paragraph 1.2 of the Agreement is amended to read in full as follows:

   1.2 AGREEMENT TERM
   This Agreement is effective on September 14, 2021. The services shall commence on December 31, 2021, at 23:59:59 hours Pacific Standard Time (PST) and its initial term shall end at 23:59:59 hours PST on December 31, 2026. Pursuant to Paragraph 1.4 of the Agreement, the second 5-year term has been exercised with services commencing at 00:00:00 hours PST on January 1, 2027, and ending at 23:59:59 hours PST on December 31, 2031.

2. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 4.1(A)(1)(c) of the Agreement is amended to read in full as follows:

   c. CONTRACTOR shall deploy three (3) Quick Response Vehicles (QRVs) that will operate within the Exclusive Operating Area (EOA), 24 hours a day, 365 days a year. Two (2) of these QRVs will be strategically deployed to meet system demands throughout the EOA, while the third QRV will be stationed in Angwin to ensure adequate up-valley advanced life support (ALS) coverage.

3. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 5.1(B)(3) of the Agreement is amended to read in full as follows:

3. If requested by an authorized Public Safety Agency in Napa County, Contractor shall use commercially reasonable efforts to negotiate an agreement to provide and maintain a fully stocked basic life support (BLS) surge ambulance during the second 5-year term of this Agreement. The surge ambulance shall be used exclusively for emergency medical responses, as requested by the AMR supervisor or Napa Central Dispatch Center, and only with prior approval from the AMR supervisor, County's EMS Agency Administrator, Duty Officer, or an authorized AMR designee. All surge ambulance agreements with public safety agencies shall be submitted to the County's EMS Agency Administrator for review and final approval.

4. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 5.8(H) of the Agreement is amended to read in full as follows:

H. To enhance emergency response coverage in the Lake Berryessa area, Contractor will deploy a paramedic-staffed water rescue boat during peak lake activity, holidays and holiday weekends, from Memorial Day to Labor Day each year. Staffing and deployment of the paramedic resources will be deployed to ensure an immediate response to medical emergencies in the Lake Berryessa coverage area. Contractor may provide the rescue boat directly, or the boat may be provided through a public/private partnership agreement with an authorized Public Safety Agency in Napa County. Additionally, Contractor will adjust staffing levels in the Lake Berryessa area upon the request of the County's EMS Agency Administrator, based on increased resort activity and in coordination with Contractor.

5. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 6.2(G)(1) of the Agreement is amended to read in full as follows:

1. Contractor shall employ and maintain a full-time (1.0 FTE) Community Engagement Specialist, shared with its REACH Air Medical Services program. This position will be responsible for coordinating and participating in community health education initiatives, including Hands-Only CPR, Stop the Bleed, water safety, DUI prevention, and injury prevention. Outreach efforts will prioritize addressing the unique needs of vulnerable, underserved, and under-resourced populations within the service area. Additionally, the Community Engagement Specialist will serve as the primary liaison for AMR Napa's special events, standbys, and programs aimed at increasing public access to and awareness of EMS services in Napa County.

6. From January 1, 2026, through the end of the Term of the Agreement, new Paragraph 7.8(G) is added to the Agreement to read in full as follows:

G. Contractor shall file a request for each desired clinical performance correction or exception on a monthly basis with the EMS Agency via the FirstWatch - FirstPass system within fifteen (15) business days from the end of the compliance period. Such requests shall list the date, the time, and the specific circumstances leading to the need for correction or exception. County's EMS Agency Administrator, EMS Medical Director, or their designee shall grant or deny corrections to performance standards and shall so

advise the Contractor. County's EMS Agency Administrator, EMS Medical Director, or their designee will respond to time correction requests utilizing the FirstWatch - FirstPass.

7. From January 1, 2026, through the end of the Term of the Agreement, the definition of "Unusual System Overload" in Exhibit 1 to the Agreement is amended to read in full as follows:

Unusual System Overload - Unusual system overload (USO) is defined as a situation that could not have been predicted, based upon historical call volume data from the previous calendar year. USO events occur when the call in question has pushed the call volume for that hour of day and day of the week to greater than 200% of the average demand for that hour of day and day of the week and when no less than 66.6% of scheduled emergency ambulances, within the current system status management plan, are otherwise occupied by contracted ambulance operations, e.g., Priority 1 – 4 calls. Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential Good Cause exemptions. Units are considered available twenty (20) minutes after arriving to their destination. In cases where a unit is transporting to a location greater than thirty (30) miles from the closest County line, the unit will become available upon its return to Napa County. In events where there are prolonged delays in returning to the County, documentation demonstrating the reason for the delay may be requested to assist Napa County EMS in determining whether an exemption is granted. Units conducting non-contracted business, e.g., basic life support (BLS) and critical care transport (CCT) interfacility transfers (IFT's), special event standby, etc., are the option and business of Contractor and will not be considered a criterion for Good Cause exemption. The average demand is to be calculated on an annual basis using prior calendar year's data.

8. From January 1, 2026, through the end of the Term of the Agreement, the following table is added to Exhibit 2 of the Agreement regarding Contractor's User Charges:

Contractor shall be entitled to charge the following:

Contractor's User Charges – 9-1-1 System	Effective 01/01/2026
Emergency Ambulance Base Rate	$4,971.75
Oxygen	$290.31
Mileage	$160.91
EKG Monitor 12 Lead	$157.15
Universal Precautions	$248.84
Clinical Care EMS Technology Fee	$2.50
Treat, Non-Transport Rate	$988.71

9. From January 1, 2026, through the end of the Term of the Agreement, Exhibit 6 of the Agreement is amended to read in full as follows:

Clinical Measure	
CARDIAC-1	ETCO2 Measured on All Non-Traumatic Cardiac Arrest Cases
HYP-1	Treatment of Hypoglycemia on Measured BGL <60 mg/dL
STEMI-1	12-Lead ECG Performed on Suspected Cardiac Patients
STEMI-3	Aspirin Administration for Suspected STEMI
STROKE-2	Last Known Well Time (LKWT) documented for Suspected Stroke
STROKE-3	Blood Glucose Level Obtained for Suspected Stroke
STROKE-4	Pre-Arrival Stroke Alert on Patients with a Positive Stroke Screen

Clinical Liquidated Damage:

The chart below represents the baseline metrics set for each Clinical Performance Standard established for compliance as part of the Agreement. These metrics were established through a collaborative process with final approval by County's EMS Agency Medical Director. Indicator specification sheets on file with the County's EMS Agency.

Clinical Metric, with Liquidated Damages						
Metric		Benchmark	Level 1 Under-performance	Damages Assessed	Level 2 Under-performance	Damages Assessed
CARDIAC-1	ETCO2 Measured on All Non-Traumatic Cardiac Arrest Cases	85%	75% - 84.9%	$1,500	< 75%	$3,000
HYP-1	Treatment of Hypoglycemia on Measured BGL <60 mg/dL	90%	80% - 89.9%	$1,500	< 80%	$3,000
STEMI-1	12-Lead ECG Performed on Suspected Cardiac Patients	90%	80% - 89.9%	$1,500	< 80%	$3,000
STEMI-3	Aspirin Administration for Suspected STEMI	95%	85% - 94.9%	$1,500	< 85%	$3,000
STROKE-2	Last Known Well Time (LKWT) For Suspected Stroke	85%	75% - 84.9%	$1,500	< 75%	$3,000
STROKE-3	Blood Glucose Level Obtained for Suspected Stroke	90%	80% - 89.9%	$1,500	< 80%	$3,000
STROKE-4	Pre-Arrival Stroke Alert on Patients with a Positive Stroke Screen	85%	75% - 84.9%	$1,500	< 75%	$3,000

10. This Amendment No. 1 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. 1 shall remain in full force and effect.

11. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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

AMERICAN MEDICAL RESPONSE WEST

DocuSigned by:
By Sean Russell 11/6/2025
EEE85C1C1EB9400...
SEAN RUSSELL
GMR Pacific Region, President

DocuSigned by:
By Thomas Wagner 11/6/2025
0F0378D4585D46A...
THOMAS WAGNER National President
GMR Pacific Region, ~~Chief Executive 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: *Thomas C. Zeleny* Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: September 22, 2025 PL Doc. No. 139136	_____ Deputy 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:** 12/16/2025 | **File ID #:** 25-1960

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 3 to Agreement No. 240188B with Crestwood Behavioral Health, Inc. (Mobile Crisis Response Team)

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 240188B with Crestwood Behavioral Health, Inc., to increase the contract maximum by $304,051 for a new contract maximum of $1,502,079, for Fiscal Year 2025-2026, and each subsequent renewal, to provide mobile mental health crisis services. (Fiscal Impact: $1,502,079 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

Under the California Advancing and Innovating Medi-Cal (CalAIM) plan, the mandated Mobile Crisis Services benefit ensures that Medi-Cal beneficiaries have access to coordinated crisis care 24 hours a day, 7 days a week. Mobile crisis services are designed to provide community-based crisis resolution and reduce unnecessary law enforcement involvement and emergency department utilization while supporting populations. Mobile Crisis Services include screening, assessment, stabilization, de-escalation, follow up and coordination with healthcare services and other supports.

Health and Human Services Agency (HHSA) currently operates a 24/7/365 mobile crisis response team (MRT) in order to provide these mandated services. Overnight, holiday and specific coverage outside of normal business hours is contracted through Crestwood Behavioral Health, who deliver mobile crisis services to residents of Napa County. Crestwood's mobile crisis services supplement and support HHSA's county operated mobile crisis services. Program services are centered on a crisis stabilization model that utilizes evidenced based practices and the use of a peer support specialist.

This amendment incorporates an increase to the current maximum to provide additional hours of coverage. The

new hours include increased weekday evening coverage and add weekend coverage resulting in evening, weekends, County Holidays, and the four-day Winter Recess coverage being provided under this agreement.

Requested Action:

1. Approve and authorize Amendment No. 3 to Agreement No. 240188B with Crestwood Behavioral Health, Inc., increasing the contract maximum by $304,051, for a new contract maximum of $1,502,079 for Fiscal Year 2025-2026, and each subsequent renewal.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this amendment is not approved, the County will be unable to support mandated MRT services during timeframes not covered by HHSA staff.

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. 240188B
AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 240188B is effective as of the ____ day of _____ 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **CRESTWOOD BEHAVIORAL HEALTH, INC.**, whose mailing address is 520 Capitol Mall #800, Sacramento, CA 95814, 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 November 1, 2023, COUNTY and CONTRACTOR entered into Napa County Agreement No. 240188B (hereinafter referred to as "Agreement") for CONTRACTOR to provide mobile mental health crisis services; and

WHEREAS, on or about November 1, 2023, the Parties amended the Agreement to replace Exhibit B with Exhibit B-1 (Compensation and Payment Schedule); and

WHEREAS, on or about December 1, 2024, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A with Exhibit A-1 (Scope of Work), and replace Exhibit B-1 with Exhibit B-2 (Compensation and Payment Schedule); and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to increase the contract maximum, replace Exhibit A-1 with Exhibit A-2 (Scope of Work), and replace Exhibit B-2 with Exhibit B-3 (Compensation and Payment Schedule) in order to reflect operational changes.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Million Five Hundred Two Thousand Seventy-Nine Dollars ($1,502,079)** of which **Three Hundred Four Thousand Fifty-One Dollars ($304,051)** is increased by virtue of this Amendment No. 3; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit A-1 is hereby replaced with "Exhibit A-2" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A-1" shall refer to "Exhibit A-2" commencing as of the effective date of this Amendment No. 3.

3. Exhibit B-2 is hereby replaced with "Exhibit B-3" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B-2" shall refer to "Exhibit B-3" commencing as of the effective date of this Amendment No. 3.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 240188B as of the first date written above.

CRESTWOOD BEHAVIORAL HEALTH, INC.

By _____
ELENA MASHKEVICH
Executive Director of Contracts

"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: *Jo Ann Iwasaki Parker* Deputy County Counsel by e-sign Date: November 26, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A-2
SCOPE OF WORK
Upon Approval through June 30, 2026
(and each subsequent automatic renewal)

I. Overview

Crestwood Behavioral Health's Mobile Response Team (MRT) provides crisis services during identified after hours, weekends, and holidays as part of a 24-hour crisis response continuum of care, in tandem with COUNTY operated hours. The program model used to administer these services is based on the National Guidelines for Crisis Response and Stabilization and include: 1) crisis lines accepting calls and dispatching support based on the assessed need of the caller; 2) mobile crisis teams dispatched to wherever the need is in the community other than hospital emergency departments; and 3) crisis receiving and stabilization center Napa CSS. Services are for anyone, anywhere, and anytime, which is an expectation based off (California Advancing and Innovating Medi-Cal) CalAIM guidelines and evidence-based practices.

CONTRACTOR's MRT services will supplement and support COUNTY mobile crisis services. Program services are centered on a crisis stabilization model that utilizes evidenced based practices and underscores peer support. For safety and optimal engagement, services are administered using a two-person team that include a clinician and a peer support specialist (PSS).

II. Background

The CalAIM Mobile Crisis Services benefit ensures that Medi-Cal beneficiaries have access to coordinated crisis care 24 hours a day, 7 days a week beginning December 31, 2023. Mobile crisis services are designed to provide community-based crisis resolution and reduce unnecessary law enforcement involvement and emergency department utilization while supporting populations. Mobile Crisis Services include screening, assessment, stabilization, de-escalation, follow up and coordination with healthcare services and other supports. Mobile crisis responses are an integral part of California's efforts to strengthen the continuum of community-based care for individuals experiencing a behavioral health crisis. Mobile crisis responses are intended to provide emergency response services to increase the likelihood that behavioral health crises are responded to by behavioral health professionals and reduce reliance on law enforcement and other first responders. A mobile response encounter includes: mobile crisis response, initial face-to-face crisis assessment, crisis planning, follow up check in(s) by the mobile crisis team.

III. General Requirements for Service Delivery

A. CONTRACTOR shall provide mobile behavioral health services that are person-centered, safe, effective, timely and equitable; supported by friends and the community; promote wellness and recovery; and fully incorporate shared decision-making among consumers, family members and providers with proper consumer consents.

B. CONTRACTOR shall provide a minimum of one team of two service providers per shift which will include at minimum one Licensed/Registered Mental Health Professional (LPHA).

C. CONTRACTOR shall ensure that at least one person from MRT maintains active Napa County certification to write and issue WIC 5150/5585 holds in the community.

D. CONTRACTOR shall provide comprehensive in-person crisis assessments for the following hours: Weekdays: 5:30pm to 8:00am; Weekends 8:00am to 8:00 am (24 hours); COUNTY Holidays and the four-day Winter Recess established as the four business days between December 25th and the January 1st holidays 8:00am to 8:00am (24 hours).

E. CONTRACTOR shall use DHCS approved Dispatch Screening Tool provided by the COUNTY to determine mobile crisis response disposition to all calls coming into the mobile crisis line. Response determination can include:
   1. In-person response
   2. Crisis resolution over the phone
   3. Immediate dispatch of first responders

F. For calls that require an in-person response, CONTRACTOR shall provide the following components of MRT in-person and at a location of the person in crisis or a mutually agreed upon location, and include the following:
   1. Initial face to face assessment - Face-to-face crisis assessment to evaluate the current status of the beneficiary experiencing the behavioral health crisis with the goal of mitigating any immediate risk of danger to self or others, determining a short-term strategy for restoring stability, and identifying follow-up care, as appropriate.
   2. Crisis/Safety Planning: As appropriate during the mobile crisis services encounter, engage the beneficiary and their significant support collateral(s) in a crisis planning process to avert future crises, which may include issuing a WIC 5150/5585 hold.
   3. Facilitation of Warm Handoffs: As appropriate, provide warm handoffs and transportation to appropriate settings and providers when additional stabilization and/or treatment services are indicated, including withdrawal management and crisis stabilization center.
   4. Provide COUNTY mobile response information regarding any in-person responses and result of in person response for COUNTY follow up.

G. CONTRACTOR shall utilize DHCS approved Crisis Assessment Tool and DHCS approved Safety/Crisis Planning Tool provided by the COUNTY when responding in-person.

H. CONTRACTOR shall provide transportation, or arrange for transportation, in a secured vehicle for clients in need of further stabilization.

I. CONTRACTOR shall respond without law enforcement accompaniment unless the mobile response is determined to be a safety risk to mobile response team.

J. CONTRACTOR will meet with COUNTY mobile response team two times per day at agreed upon times (8:15am and 9:15pm) to conduct shift change meetings to identify outstanding mobile crisis needs and coordinate follow-up care.

K. CONTRACTOR shall utilize data tracking tool provided by the COUNTY to track calls

that come into the mobile response line which includes, but is not limited to, response determination, time to response and disposition of response for COUNTY follow up within mandated timelines.

L. Provide trained interpreters and/or use of COUNTY approved Language Line. Provide informational materials that have been translated to meet the linguistic needs of all mobile crisis consumers. Minors, even if they are family members, shall not be used as interpreters.

M. CONTRACTOR shall utilize the COUNTY's Electronic Health Record (EHR), through any vendor determined by COUNTY. COUNTY shall provide appropriate training and ongoing support to CONTRACTOR staff utilizing the COUNTY EHR to document in-person mobile responses.

N. Provide culturally and gender appropriate services, including but not limited to those who identify with the LGBTQIA+ community.

IV. Goals and Outcomes

A. CONTRACTOR shall provide mobile response within timeframes outlined by DHCS when an in-person response is indicated.

B. Individuals will receive crisis services where they are located or at a mutually agreed upon location.

C. CONTRACTOR will make every reasonable effort to ensure the lowest level of intervention will be provided to a person experiencing a behavioral health crisis and utilize supports and community resources to avoid unnecessary law enforcement involvement or emergency department visits.

V. Reporting Requirements

Provide, at a minimum, quarterly service reports including, but not limited to:

- Beneficiary demographics
- Crisis Location
- Response Times
- Disposition of encounter
- Professional titles of each team member participating in response
- Use of telehealth
- Transportation provided
- Law enforcement involvement

VI. Facilities and Service Hours

CONTRACTOR shall provide MRT services the following hours: Weekdays: 5:30pm to 8:00am; Weekends 8:00am to 8:00 am (24 hours); COUNTY Holidays and the four-day Winter Recess established as the four business days between December 25th and the January 1st holidays

8:00am to 8:00am (24 hours). Services are dispatched from 2751 Napa Valley Corporate Drive Napa, CA 94558.

COUNTY Shall:

A. Provide CONTACTOR appropriate space sufficient for CONTRACTOR to carry out its duties and meet its obligations under this contract at location and address above.

B. Train and designate an appropriate number of clinical staff to write and review Welfare and Institution Codes for 5150/5585 holds and monitor the policies and procedures for placing and reviewing.

C. Train staff on relevant Napa County policies and procedures, compliance requirements on a regular basis.

D. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.

E. Develop reporting forms not otherwise detailed in this Contract in coordination with CONTRACTOR.

VII. Eligibility

Residents within the County of Napa regardless of age or location or benefit status are eligible for mobile crisis services. CONTRACTOR to collect client demographic information upon face-to-face contact with individuals.

VIII. Allowable Services

Service activities will be consistent including but not limited to those outlined in BHIN 22-011 , BHIN 22-013 , BHIN 23-023 and any subsequently released BHIN. Mobile crisis services are covered and reimbursable prior to the determination of a mental health or SUD diagnosis, or a determination that the beneficiary meets access criteria for SMHS, DMC and/or DMC-ODS services. Services will be reimbursed by COUNTY and can only be claimed by "encounter" which is inclusive of all mobile crisis services delivered by a mobile crisis team during the response. Medi-Cal reimbursement can only be sought when the beneficiary being served meets all components of the encounter.

IX. Oversight and Legal Requirements

A. Ongoing implementation of COUNTY provided Quality Improvement Plan. CONTRACTOR shall maintain, on file at its facility, documentation in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Copies of such documentation must be made available, upon COUNTY request.

B. Participate in COUNTY utilization review and quality improvement activities.

C. Notify COUNTY of all incidents or unusual occurrences using the COUNTY Incident Reporting Form in conformance with COUNTY policies and procedures governing such notification.

D. After submitting a corrective plan to any State licensing and/or accrediting body concerning a sentinel incident/event as defined by the body and/or receiving an order from a State licensing/accrediting authority to address a sentinel event, CONTRACTOR shall provide a summary of such plans and orders to COUNTY, Behavioral Health Provider Services Coordinator.

E. CONTRACTOR shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the California Welfare and Institutions Code and Title 42 of the Code of Federal Regulations.

Ongoing reconciliation/audit of active key/fob/EHR access list with active roster of CONTRACTOR employees

A. Bi-weekly, CONTRACTOR will provide a list of current, active CONTRACTOR employees to Operations Administrative Assistant via email, (copying CONTRACTOR Program Director, COUNTY Behavioral Health Utilization Review Coordinator, AST Manager, and AST Senior Systems Analyst). Operations Administrative Assistant will cross-check the list with COUNTY's list of CONTRACTOR employees with fob and key access to ensure that COUNTY list does not contain any employees who are no longer employed by CONTRACTOR. Operations Administrative Assistant will request that COUNTY/AST Senior Systems Analyst do the same check for active CONTRACTOR users of COUNTY EHR users.

B. If any CONTRACTOR employees are found on COUNTY lists of fob/key/EHR users who do not show up on the list of CONTRACTOR active employees, then Operations Administrative Assistant will contact CONTRACTOR Program Director for more detail. If it is determined that the employee was terminated from CONTRACTOR employment or transferred to a position no longer requiring access, COUNTY Operations Administrative Assistant will initiate the immediate removal of fob, key, and EHR access.

C. Records pertaining to this reconciliation/audit will be stored electronically by COUNTY. CONTRACTOR clinical staff will not have access to ADS treatment information in COUNTY EHR

Administrator/Administrator On-Call

A. Designate a Program Administrator during normal COUNTY business hours and an Administrator on call 24/7/365 who shall respond to telephone communications by designated COUNTY staff and Mobile Crisis program staff within 15 minutes by telephone or in person to consult concerning urgent problems and their resolution. The Program

Administrator or designated representative will meet regularly as required with COUNTY Contract and Clinical Administrative Teams and participate in meetings with the COUNTY as requested.

B. Meet regularly, on a schedule to be mutually agreed-upon but no less than quarterly, to review the performance of both parties with respect to the Contract, including reviewing service estimates, outcomes, successes, and challenges.

Audit Requirements

A. CONTRACTOR records may be audited at any time by COUNTY or State/Federal government entities.

B. CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key quality factors (including appropriateness, efficacy, and effectiveness) and key risks (including client safety and adherence to funding standards). At minimum, CONTRACTOR shall be required to conduct internal case record reviews at least quarterly. CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as reports on quarterly incidents, accidents, and client complaints/grievances as requested by COUNTY.

C. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process. CONTRACTOR shall provide this audit notification and summary to COUNTY in a timely manner as requested by COUNTY.

X. Staffing and Training Requirements

CONTRACTOR shall adhere to staffing and training requirements as outlined in BHIN 23-023 and any subsequently released BHIN. CONTRACTOR will have a minimum of one team of two service providers per shift which will include at minimum one Licensed/Registered Mental Health Professional.

CONTRACTOR shall train and certify all mobile crisis staff in the following areas:

- Required trainings as outlined by DHCS for the Medi-Cal Mobile Crisis Services Benefit
  - Crisis Intervention and De-escalation Strategies
  - Harm Reduction Strategies
  - Delivering Trauma-Informed Care
  - Conducting a Crisis Assessment
  - Crisis Safety Plan Development
  - Crisis Response Strategies for Special Populations
  - Co-occurring Disorders/Responding to SUD Crises
  - Delivering Culturally Responsive Crisis Care

Additional required trainings:

- Naloxone (Narcan) administration
- Emergency and disaster planning and response
- Mandated reporting requirements
- Compliance training related to documentation, claiming, and billing practices

CONTRACTOR shall ensure all staff have access to Narcan for immediate use in the community.

CONTRACTOR shall pre-qualify its personnel by appropriate health, substance use, security and background screenings, including driving record, and will provide results of Medi-Cal Exclusion Screenings to COUNTY upon request. All employees must meet COUNTY standards for Live Scan, Medi-Cal Exclusion screenings, and other appropriate background clearances. CONTRACTOR will supply organizational badges that must be worn at all times while on COUNTY premises or conducting CONTRACTOR business.

Orientation, Training and Technical Assistance

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract and (b) conduct the quality management activities called for by the contract.

COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement. It is also an expectation that the CONTRACTOR stay current on relevant federal and state regulatory requirements as well as audit protocol guidelines provided by the state on an ongoing basis.

Contract Monitoring

COUNTY shall monitor CONTRACTOR's performance under this agreement to ensure the safety of individuals served, the appropriateness of services provided, their efficacy and effectiveness, and to protect against fiscal disallowances.

COUNTY shall designate a contract monitor who shall monitor CONTRACTOR's performance under this agreement and serve as the primary point of contact regarding this agreement and ongoing service delivery.

Monitoring Site Visits

This agreement contains provisions related to require objective service documentation standards, adherence to clinical standards of care, served individuals' satisfaction levels, treatment outcomes, authorization processes and invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one (1) or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with 30 days or more prior written notice of such site visits. This notice shall include:

A. Monitoring tool(s) that will be utilized.

B. The preparation required of the CONTRACTOR prior to the monitoring visit.

C. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities; and

D. Information to be available for review at the time of the visit, which may include, among other things, client service records, program policies and procedures, proof of licensure or certification, and documentation substantiating staff hours or other costs incurred by CONTRACTOR in providing the services being purchased. COUNTY may require the provision of specific information in writing prior to the site visit to expedite monitoring activities.

As an outcome of the site visit, COUNTY shall provide CONTRACTOR with a preliminary monitoring report for review before it is finalized. This report shall contain a summary of information collected or reviewed; the evaluator's assessment, conclusions, and recommendations; and any requirements or sanctions to be imposed on the CONTRACTOR, such as disallowances, recoupments, or requests for plans of action.

CONTRACTOR will have two (2) weeks to give notice of any disagreement with any of the findings and to present information supporting the provider's position. If appropriate, COUNTY may conduct additional monitoring activities to evaluate the CONTRACTOR's position.

COUNTY shall then finalize and issue its report. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to address those variations. COUNTY will also have such other remedies as are provided under this agreement.

XI. Requirement Resources

BHIN 22-011
BHIN 22-013
BHIN 23-025
Training Courses Overview

California Department of Health Care Services - DHCS
https://www.cms.gov/regulations-and-guidance/legislation/clia

EXHIBIT B-3
COMPENSATION AND PAYMENT SCHEDULE
Upon Approval through June 30, 2026
(and each subsequent automatic renewal)

Compensation

COUNTY shall provide CONTRACTOR up to the total annual contract maximum amount of $1,502,079 for a fully operational Mobile Response Team (MRT).

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

MRT Program Budget	Annual Budget
PERSONNEL EXPENSES	
Salaries, Wages	$913,385
Benefits & Taxes	$316,196
Total Personnel Expenses	**$1,229,581**
OPERATING EXPENDITURES	
Operating Expenses	$135,946
Total Operating Expenses	**$135,946**
Subtotal MRT Budget	**$1,365,527**
INDIRECT/ADMINISTRATIVE OVERHEAD (NTE 10% Max)	$136,552
Total Indirect/Administrative Overhead (NTE 10% Max)	**$136,552**
TOTAL MRT PROGRAM BUDGET	**$1,502,079**

Financial Reporting/Invoicing

CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the *15th of each month* for all contract services provided in the preceding *month*. CONTRACTOR shall submit invoice on agency letterhead with total amount due based on actual costs incurred and service month and year to BHInvoices@countyofnapa.org.

Validity and accuracy of invoice submission is critical to ensure timely payment of invoices for contracted services. Invoices will be paid within 60 days of receipt of invoices that are valid, accurate, and approved. If COUNTY staff requires any invoice follow-up, clarification,

adjustment, or resubmission from CONTRACTOR, the 60-day timeframe for invoice payment resets to the date all outstanding issues are resolved, and the most recently received invoice is confirmed to be valid and accurate.

Required Submissions

1. **Budget.** Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include available overall capacity, capacity by classification of services, and availability of services (i.e., 24/7, 5 days/week, 7 days/week, and hours, if applicable). County may also request estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template and monthly invoice template which correlates to services, capacity utilization tracking, and standardized FTE professional classification fields.

2. **Annual Cost Report.** COUNTY may require CONTRACTOR to submit an annual cost report, at no additional cost to COUNTY. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

Other Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this Agreement. Other limitations affecting contract payments include, but are not limited to:

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exception shall be repaid to COUNTY by CONTRACTOR.
3. CONTRACTOR shall reimburse COUNTY for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's failure to perform in accordance with this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
4. To the extent CONTRACTOR is required to reimburse the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services which CONTRACTOR provides, or demand reimbursement without offset.

5. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

CONTRACTOR's failure to comply with this Agreement may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.

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:** 12/16/2025 | **File ID #:** 25-1961

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 6 to Agreement No. 230135B with Mentis, Inc. (Supportive Living Program)

RECOMMENDATION

Approve and authorize Amendment No. 6 to Agreement No. 230135B with Mentis, Inc. to provide specialty mental health services for the term November l, 2025 through June 30, 2026, and each subsequent automatic renewal, to increase the contract maximum by $58,500 for a new contract maximum of $273,242. (Fiscal Impact: $273,242 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

Napa County Health and Human Services Agency currently has an agreement with Mentis to provide specialty mental health services through the Supportive Living Program (SLP) for Napa County individuals who suffer from serious mental illness. The services provided help clients in their treatment goals by providing them with supportive housing. Mentis provides these services in Napa, at various locations where clients are placed by HHSA in conjunction with Mentis. The increase is needed to maximize Medi-Cal billable revenue to sustain supportive services.

Requested Action:

1. Approve and authorize Amendment No. 6 to Agreement No. 230135B with Mentis, Inc., for the term November l, 2025 through June 30, 2026, and each subsequent automatic renewal, to increase the contract maximum by $58,500 for a new contract maximum of $273,242.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This Agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, mentally ill clients who currently have some capacity to maintain independent living situations with this level of supportive services would be at greater risk of becoming homeless and/or require higher and more expensive levels of care.

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. 230135B
AMENDMENT NO. 6

THIS AMENDMENT NO. 6 TO AGREEMENT NO. 230135B is effective as of the 1st day of November 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **MENTIS, INC.**, a non-profit organization hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about July 1, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230135B (hereinafter referred to as "Agreement") for CONTRACTOR to provide specialty mental health services for seriously mentally ill adults in a supportive permanent living environment; and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to replace Exhibit A with Exhibit A-1 (Scope of Work), Exhibit B with Exhibit B-1 (Compensation), and incorporate an Exhibit D (Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate); and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to increase to contract maximum, modify Section 3 – Specific Terms and Conditions 3.4, replace Exhibit B-1 with Exhibit B-2 (Compensation), and incorporate Exhibit E (Medi-Cal Base Rates and Incentives); and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to replace Exhibit A-2 with Exhibit A-3 (Scope of Work), replace Exhibit B-2 with Exhibit B-3 (Compensation and Financial Reporting), and replace Exhibit E with Exhibit E-1 (Medi-Cal Outpatient Rates); and

WHEREAS, on or about December 1, 2024, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A-3 with Exhibit A-4 (Scope of Work), and replace Exhibit B-3 with Exhibit B-4 (Compensation); and

WHEREAS, on or about December 1, 2024, the Parties amended the Agreement to replace Exhibit A-4 with Exhibit A-5 (Scope of Work), replace Exhibit B-4 with Exhibit B-5 (Compensation), and replace Exhibit E-1 with Exhibit E-2 (Medi-Cal Base Rates and Incentives); and

WHEREAS, as of the effective date of this Amendment No. 6, the Parties wish to amend the Agreement to increase the contract maximum and replace Exhibit B-5 with Exhibit B-6 (Compensation).

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Two Hundred Seventy-Three Thousand Two Hundred Forty-Two Dollars ($273,242.00),** for Fiscal Year 2025-2026 through Fiscal Year 2026-2027, of which **Fifty-Eight Thousand Five Hundred Dollars ($58,500.00)** is increased by virtue of this Amendment No. 6; this amount will revert back to **Two Hundred Nineteen Thousand Two Hundred Forty-Two Dollars ($219,242.00)** beginning Fiscal Year 2027-2028 and for each subsequent renewal thereafter; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit B-5 is hereby replaced with "Exhibit B-6" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B-5" shall refer to "Exhibit B-6" commencing as of the effective date of this Amendment No. 6.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to Napa County Agreement No. 230135B as of the first date written above.

MENTIS, INC.

By Rob Weiss
ROB WEISS, Executive Director

By _____
JULISSA MARCENCIA, Board Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Jo Ann Iwasaki Parker Deputy County Counsel Date: November 24, 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 B-6
COMPENSATION

November 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

I. Compensation

A. Contract maximum not to exceed $273,242.00 for FY25-26 and 26-27. As of July 1, 2027, the contract maximum will revert to $219,242.

B. Approved Specialty Mental Health Services performed, at any program site, shall be entered into COUNTY EHR. Services entered will be extracted from the EHR by COUNTY HHSA billing team and sent to CONTRACTOR as a report for review and approval.

C. Approved distribution of Behavioral Health Bridge Housing (BHBH) rental assistance funds. Funds will be made available for SLP clients meeting BHBH criteria for rental assistance. Funds are available annually through June 30. 2027.

II. Payment Rates

COUNTY shall compensate CONTRACTOR for contract services provided and properly documented at current Napa County HHSA Medi-Cal rates, as defined in Exhibit E to the Agreement and posted on the Napa County HHSA website. Exhibit E shall control in the event of a conflict between Exhibit E and the information posted on the Napa County HHSA website.

A. A billing unit is defined as one minute of service. Only authorized service activities provided by eligible staff, while providing Medi-Cal eligible services to Napa County Medi-Cal eligible clients, shall qualify for payment. The following requirements apply for claiming of services:

I. Accurate and precise number of minutes shall be reported and billed properly, by a qualified staff member.

II. A maximum of 60 units of time may be reported or claimed for any single client during a one-hour period.

III. Units of time reported or claimed shall not exceed hours worked by eligible staff.

IV. When a single staff member provides eligible service to, or on behalf of, more than one beneficiary at the same time, the staff member's time must be prorated to each beneficiary.

V. When more than one staff member provides an eligible service to more than one beneficiary at the same time, the time utilized by all those providing the service shall be added together to yield the total claimable services. The total time claimed shall not exceed the actual time utilized for claimable services.

VI. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must include clear indication of the clinical necessity for the chosen treatment approach.

VII. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must clearly delineate the total minutes of the direct service and the combined number of clients served.

B. Total contract payments for the term shall not exceed the contract maximum, which is based on an estimate of services that may be performed during the contract period and shall not be considered a guaranteed sum.

III. Clients with Medi-CAL and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all Other Health Coverage (OHC) options prior to submitting claims to COUNTY for Medi-Cal reimbursement. The CONTRACTOR may bill the COUNTY for claims requiring OHC billing and the COUNTY will pre-pay the pending OHC claim. The CONTRACTOR must provide the Explanation of Benefits (EOB) or denial letter along with a copy of the original claim submitted to private insurance within 5 months from the date of service. If the EOB or denial letter is not received by the COUNTY within 5 months from the date of service, the COUNTY will offset the payment for the current period by this pre-paid amount.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal.

It is in the best interest of the client and CONTRACTOR to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC within 90-days from the date of claim submission, CONTRACTOR may presume denial from the OHC and submit a letter stating that no response was received from the OHC, along with a copy of the original claim submitted to the OHC.

The COUNTY makes every attempt to identify eligibility and notify CONTRACTOR if OHC eligibility exists. As eligibility verification for OHC can be inconsistent, it is also imperative that CONTRACTOR inquire with the client/guardian as to possible OHC and notify the COUNTY if OHC eligibility is discovered.

The COUNTY is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. As able, the COUNTY will assist CONTRACTOR in finding contact information for OHC insurers, but the COUNTY is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

IV. BHBH Rental Assistance Funds (December 1, 2024 through June 30, 2027)

A limited number of clients served under this contract may also qualify for Behavioral Health Bridge Housing (BHBH) rental assistance. Details regarding distinct eligibility and program requirements for BHBH funding are provided in Exhibit A of this agreement.

COUNTY is the sole referral source for the units at the Griggs Lane property funded through this agreement. CONTRACTOR shall maintain all units in a condition suitable for occupancy and reserve them exclusively for County-referred clients, with priority given to individuals identified through the CARE Act process. COUNTY agrees to pay CONTRACTOR for the full monthly rental cost of all six bedrooms across the three contracted units, regardless of occupancy status, in recognition of the COUNTY's control over referrals and the operational need to ensure units remain available for timely placement of CARE Act and other high-priority clients.

BHBH maximum rates are $750/month per room per month and shall be invoiced monthly on a COUNTY-approved invoice form. Total annual BHBH rental assistance shall not exceed $54,000. Clients are expected to contribute a portion of the rent based on their ability to pay. If the Client is unable to contribute, COUNTY agrees to pay the full $750 per room. If the Client does contribute, the amount payable by COUNTY shall be reduced accordingly. This payment arrangement ensures the availability of housing for eligible clients and supports stability in program operations.

V. Required Submissions

A. Budget. Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template which correlates to standardized classification fields.

B. Invoices. CONTRACTOR shall submit valid and accurate ***Monthly*** itemized invoices to BHInvoices@countyofnapa.org by the ***15th of each month*** for all authorized contract services provided in the preceding ***month***. CONTRACTOR shall use COUNTY HHSA billing team service report to review and approve. Upon CONTRACTOR service approval, CONTRACTOR shall submit approved services as an invoice on agency letterhead with total amount due and service month and year to BHInvoices@countyofnapa.org. BHBH invoices shall be submitted separately by the 15th of the month to BHinvoices@countyofnapa.org.

Validity and accuracy of invoice submission is critical to ensure timely payment of invoices for contracted services. Invoices will be paid within 60 days of receipt of invoices. If COUNTY staff requires any invoice follow-up, clarification, adjustment, or resubmission from CONTRACTOR,

the 60-day timeframe for invoice payment resets to the date all outstanding issues are resolved, and the most recently received invoice is confirmed to be valid and accurate.

A. Annual Cost Report. COUNTY may require CONTRACTOR to submit an annual cost report, at no additional cost to COUNTY. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

VI. Other Limitations Affecting Payments

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this Agreement. Other limitations affecting contract payments include, but are not limited to:

1. CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
2. Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exception shall be repaid to COUNTY by CONTRACTOR.
3. CONTRACTOR shall reimburse COUNTY for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's failure to perform in accordance with this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
4. To the extent CONTRACTOR is required to reimburse the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services which CONTRACTOR provides, or demand reimbursement without offset.
5. CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.

CONTRACTOR's failure to comply with this Agreement may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.

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:** 12/16/2025 | **File ID #:** 25-1990

TO: Board of Supervisors

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

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Resolution Authorizing Acceptance and Participation in the Providing Access and Transforming Health Justice-Involved Capacity Building Round 3 Grant Award

RECOMMENDATION

Adopt a Resolution authorizing the Director of Health and Human Services Agency to execute agreements and program related documents with the California Department of Health Care Services to accept the Providing Access and Transforming Health Justice-Involved Capacity Building Round 3 grant award, in the amount of $901,471, for the purchasing costs of implementation and infrastructure to support the SmartCare Electronic Health Record system. (Fiscal Impact: $901,471 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

Napa County Health and Human Services Agency (HHSA) applied for and was awarded funding under the California Providing Access and Transforming Health (PATH) Justice-Involved Capacity Building Round 3 Program, administered by the California Department of Health Care Services (DHCS) through its third-party administrator, Public Consulting Group (PCG).

This program provides start-up funding to counties to build the infrastructure and adopt the technology necessary to implement CalAIM's Justice-Involved Reentry Initiative, as mandated by AB 133. These efforts are designed to ensure that individuals who are incarcerated and eligible for Medi-Cal can access behavioral health and care coordination services prior to and immediately following release.

HHSA was awarded $901,471 to support implementation of the SmartCare Electronic Health Record (EHR) system. These funds will allow HHSA to establish secure data-sharing, care coordination, and interoperability capabilities that meet DHCS operational readiness requirements for pre-release and reentry behavioral health services. Expenditures will include SmartCare implementation and configuration, data exchange integration, staff training, and associated project management costs necessary to support justice-involved reentry services implementation. Acceptance of this grant provides the opportunity to draw additional revenue, but the grant

requirements are very specific and categorical, which may create limits on fully utilizing this funding.

This resolution authorizes the Director of HHSA to electronically execute these and future documents with DHCS as necessary to accept PATH Justice-Involved Capacity Building Grant funding.

Requested Action:

1. Adopt a resolution authorizing the Director of Health and Human Services Agency to execute agreements and program related documents with the California Department of Health Care Services to accept the Providing Access and Transforming Health Justice-Involved Capacity Building Round 3 grant award, in the amount of $901,471 for the purchasing costs of implementation and infrastructure to support the SmartCare Electronic Health Record system.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While approval of this agreement is discretionary, receipt of PATH JI grant funds will help cover the cost of the SmartCare Electronic Health Record (EHR), for justice-involved reentry services.
Is the general fund affected?	No
Future fiscal impact:	None, the grant must be expended by March 31, 2026.
Consequences if not approved:	If not approved, HHSA will be unable to access this funding to assist in covering the costs of the new EHR.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING ACCEPTANCE OF AND PARTICIPATION IN THE CALIFORNIA PROVIDING ACCESS AND TRANSFORMING HEALTH (PATH) JUSTICE-INVOLVED PLANNING AND CAPACITY BUILDING PROGRAM GRANT

WHEREAS, The California Department of Health Care Services, through its third-party administrator Public Consulting Group ("Department") is authorized to administer California Providing Access and Transforming Health Justice-Involved Planning and Capacity Building Program ("Program"); and

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

WHEREAS, The Department is authorized to administer California Providing Access and Transforming Health (PATH) Justice-Involved Planning and Capacity Building Program (PATH JI Round 3) grant funding to support county behavioral health agencies to implement behavioral health linkages as required by AB 133. Program funding allocations are subject to the terms and conditions of the PATH JI Round 3 Terms and Conditions Acknowledgement ("Program Funding Agreement"), and all other legal requirements of the Program.

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors ("County") does hereby determine and declare as follows:

1. Applicant is hereby authorized and directed to enter into, execute agreements and program related documents with the Department, for the total award amount of $901,471, and all other documents required or deemed necessary or appropriate to secure the grant funds from the Department and to participate in the Program, and all amendments thereto (collectively, the "Program Documents").

2. 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.

3. JENNIFER YASUMOTO, Director of Health and Human Services Agency, (the "Authorized Signatory"), is authorized to execute 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 _____ , 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: *Jo Ann Iwasaki Parker* Deputy County Counsel Date: November 6, 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

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1912

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 Public Works Department, and Approval of a Capital Asset Purchase and Budget Amendment

RECOMMENDATION

Adopt a Resolution amending the Departmental Allocation List for the Public Works Department; authorize the purchase of a capital asset; and approve a Budget Amendment, effective December 16, 2025. (Fiscal Impact: $86,000 Expense; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The County has leased an additional 40,000 square feet of office space, which is scheduled to be occupied by the Probation and Child Support Services departments beginning in May 2026.

To maintain the industry standard of approximately 20,000 square feet per 1.0 FTE custodian, occupying this new space requires the establishment of a new 2.0 FTE custodial team. Current custodial allocations cannot absorb this additional workload, as existing staffing levels meet or exceed the standard, and the space being vacated by Probation and Child Support Services will remain occupied by other County departments (Health & Human Services and the District Attorney).

Public Works and Human Resources have agreed that the new custodial team should consist of 1.0 FTE Senior Custodian and 1.0 FTE Custodian to manage the full scope of work, including inventory, purchasing, and routine cleaning services.

Although the new custodial team is not needed until the May 2026 occupancy date, and the $21,000 fiscal impact is based on a May start date, the assignment to a public safety-related location necessitates a typically lengthier background and hiring process.

Additionally, due to the decentralized location of the newly leased office space, the purchase of a dedicated

County vehicle totaling $65,000 is required.

Requested Actions:

1. Adopt a Resolution to amend the Departmental Allocation List for the Public Works Department by adding 1.0 FTE Custodian and 1.0 FTE Senior Custodian, effective December 16, 2025.
2. Authorize the purchase of a Toyota Tundra 2WD with Camper Shell and establish the capital asset.
3. Approve a Budget Amendment to:
    a. Increase Fleet appropriations by $65,000 in Property Management - Custodial (Fund 4300, Sub-Division 4300005, Account 52906) offset by use of available fund balance for reimbursement to Fleet - Vehicle Replacement Budget (Fund 4100, Sub-Division 4102000, Account 46800).
    b. Increase Equipment appropriations in Fleet - Vehicle Replacement Budget (Fund 4100, Sub-Division 4102000, Account 55400) by $65,000 offset by revenue from Property Management - Custodial.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	4300005 Public Works - Property Management
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	County occupation of additional office space.
Is the general fund affected?	Yes
Future fiscal impact:	The increased cost of salary and benefits for the remainder of the fiscal year is approximately $21,000. The increased cost of salary and benefits for future fiscal years is approximately $182,740 and will be budgeted accordingly.
Consequences if not approved:	Child Support Services and Probation operations would be adversely impacted.
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 PUBLIC WORKS DEPARTMENT, EFFECTIVE DECEMBER 16, 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 Public Works Department be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective December 16, 2025, the Napa County Board of Supervisors hereby approves the Departmental Allocation List for the Public Works Department 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 16th day of December 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: November 24, 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

Chief Human Resources Officer requests approval to amend the Department Allocation List as follows:

Department	**Budget Unit**	**Position Control**	**Class Title**	**Effective Date**	**Change**
Public Works	4300005	NEW	Custodian	12/16/25	+1.0
Public Works	4300005	NEW	Senior Custodian	12/16/25	+1.0

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1998

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Table and Index of Classes, Departmental Allocation List for Planning, Building, and Environmental Services, and Appropriate Personnel Policies

RECOMMENDATION

Adopt a Resolution to amend the Table and Index of Classes, the Departmental Allocation List for Planning, Building, and Environmental Services, and appropriate personnel policies. (Fiscal Impact: $26,869 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Planning, Building, and Environmental Services Department (PBES) requested, and collaborated with Human Resources to develop the new PBES Geographic Information Systems Strategy & Policy Officer (GSPO) management classification. This elevated role replaces the existing GIS Departmental Coordinator and addresses an urgent, strategic business need to formalize and strengthen leadership over PBES's mission-critical GIS capabilities. The allocation is currently vacant.

GIS has evolved from a technical tool to a core policy and planning instrument, directly informing regulatory decisions, environmental review, and long-range planning within PBES. The GSPO classification is warranted by three key factors:

1. Policy Alignment: Ensures GIS strategy directly aligns with PBES's primary policy objectives, maximizing the impact of geospatial analysis on land use and environmental policy.

2. Critical Initiative Support: Provides essential continuity, technical oversight, and strategic direction for major County initiatives, including the upcoming General Plan Update and the Baseline Data Report, which rely heavily on complex spatial data integration.

3. Risk Mitigation and Efficiency: Serves as the central liaison, reducing departmental duplication,

enhancing data access, and providing vital leadership for the County's emergency response mapping and damage assessment tools.

Establishing the GSPO position ensures strong, consistent internal leadership, supports succession planning, enhances operational efficiency, and positions the County to meet future demands for data-informed decision-making.

The PBES budget has adequate, available budget to cover the increased salary and benefits cost for the remainder of the fiscal year assuming a January 2026 start date, utilizing the budgeted allocation for the existing Coordinator position and salary savings from departmental vacancies.

Requested Action:

1. Adopt a Resolution to amend the Table and Index of Classes to add the PBES GIS Strategy & Policy Officer, the Departmental Allocation List for Planning, Building, and Environmental Services, to add 1.0 FTE PBES GIS Strategy & Policy Officer and delete 1.0 FTE GIS Departmental Coordinator, and appropriate personnel policies, effective December 16, 2025.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	17000-00 Planning
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification	GIS within PBES has evolved from a supporting role to a critical component of land use planning, data analysis, and decision making which requires a management-level job classification with a greater scope of responsibility and authority.
Is the general fund affected?	No
Future fiscal impact:	The increased cost of salary and benefits for the remainder of the fiscal year is approximately $26,869. The annualized increase in salary and benefits is approximately $58,217 and will be budgeted accordingly.
Consequences if not approved:	Not approving this request would jeopardize the successful execution of initiatives and affect strategic planning and service delivery, while also significantly increasing costs and reliance on consultants.
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 TABLE AND INDEX OF CLASSES, THE DEPARTMENTAL ALLOCATION LIST FOR PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES, AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE DECEMBER 16, 2025

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

WHEREAS, section 2.100.270 of the Napa County Code provides that the "Table and Index" may be amended from time to time by resolution of the Board of Supervisors; and

WHEREAS, 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 Table and Index of Classes, the Departmental Allocation List for Planning, Building, and Environmental Services, and appropriate personnel policies be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective December 16, 2025, the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes, the Department Allocation List for Planning, Building, and Environmental Services, and appropriate personnel policies, as set forth in Exhibit "A."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 16th day of December 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: December 3, 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

Chief Human Resources Officer requests approval of the following actions, effective December 16, 2025:

1. Amend the Table and Index of Classes as follows:

    a. Add:

    PBES GIS Strategy & Policy Officer (CMGT 348)
    $73.44 - $89.10 approximate hourly salary

2. Amend the Department Allocation List as follows:

Department	Budget Unit	Position Control	Class Title	Effective Date	Change
PBES - Planning	1700000	1010977	Geographic Info Sys Dept Coord	12/16/25	-1.0
PBES - Planning	1700000	NEW	PBES GIS Strategy & Policy Officer	12/16/25	+1.0

3. Amend Part I: Section 37A of the Napa County Policy Manual, Employer-Employee Relations Policy, by adding PBES GIS Strategy & Policy Officer to the List of Management Classes.

4. Amend Part I: Section 37B of the Napa County Policy Manual, Overtime Policy, by adding PBES GIS Strategy & Policy Officer to the List of Classes Exempt from Overtime.

5. Amend Part I: Section 37C-1 of the Napa County Policy Manual, Management Compensation Plan – Classified, by adding PBES GIS Strategy & Policy Officer to the list of classes in Attachment 1, Part A and Part B.

Revised: April 14, 2009; Resolution 09-38
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
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Revised 12-16-25; Resolution 2025-####

NAPA COUNTY
MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED

Scope

The following sets forth the respective supplemental fringe benefits accorded to Management Classified positions. Only those County Employee positions that have been designated as Management Classified by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in

Attachment 1, Part A and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding

between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, as reflected in the Departmental Allocation List.

B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Classified: Those Employees designated by the County as being responsible for the formulation of program objectives, the development of policies and procedures for program accomplishment, or supervision of the implementation of County policies and programs generally (See Attachment 1, Part A).

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis* who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self- care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Management Classified of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Management Classified Employees

A. Management Classified Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph, year is defined as fiscal year provided, however, the Director of Human Resources is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Classified position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment. Part-time employees shall receive this benefit on a pro-rata basis (in the same ratio as their part-time employment relates to full-time employment).

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty
(80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II.A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's

current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

VACATION LEAVE ACCRUAL SCHEDULE	
Years of Continuous County Services	**Hours of Vacation Accrued Per Pay Period**
Date of Hire through Year 9	4.8 hours
Years 10 through 14	6.2 hours
Years 15 through 19	7.2 hours
Years 20 through 29	8.0 hours
30 years or more	9.0 hours

4. In the case of Management Classified Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the County Executive Officer; in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II.A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the County Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

   (a) Effective July 21, 2012, any current employee who was originally hired as a Management Classified Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Classified employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.
7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

(a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7 day waiting period and coverage for up to 13 weeks.

ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
$10,000 per month with a 90 day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $50,000 with the premium paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5)

times the Employee's salary or $200,000. An employee may purchase Supplemental Life Insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

(a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

(b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in subparagraph 12(b)(ii) below.

ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in subparagraph 12(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438, in the classification of Probation Services Program Manager, Juvenile Hall Superintendent, or Assistant Juvenile Hall Superintendent shall receive five percent (5%) hazard premium pay.

14. Safety Uniform Allowance. A Management Classified Employee in the classification of Captain and Lieutenant shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

15. Correctional Uniform Allowance. A Management Classified Employee in the classification of Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

16. POST Educational Incentive Pay. A Management Classified Employee in the classification of Captain, Lieutenant, or Chief District Attorney Investigator shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

17. CPA Premium Pay. A Management Classified Employee in the classification of Deputy Auditor-Controller, Chief Fiscal Officer-HHSA or Deputy Chief Fiscal Officer - HHSA who has a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate.

18. Board Certified Physician or Staff Child Psychiatrist. A Management Classified Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay; or a Management Classified Employee in the classification of Staff Psychiatrist who has completed a Fellowship in Child Psychiatry and has been designated by the Director to provide child psychiatric services shall receive five percent (5%) premium pay. A Management Classified employee may receive no more than five percent (5%) premium pay under either of the above provisions.

B. Retired Management Classified Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

   (a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

   (b) Dental and vision coverage for the retired member and dependents.

   Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Classified Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Classified Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

(d) Notwithstanding the provisions of subparagraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public Employees Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days from the date of separation).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Management Classified Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employees must have at least 120 hours of sick leave at retirement. The employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Classified position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED ELIGIBILITY LIST

MANAGEMENT CLASSIFIED CLASSES:

Acting Deputy Director of HHSA – Child Welfare Services Director
Aging & Disability Program Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures ▲
Assistant Airport Manager
Assistant Juvenile Hall Superintendent
Assistant Manager – Quality Management
Assistant Public Administrator/Guardian/Conservator
Assistant Public Works Superintendent
Assistant Purchasing Agent
Assistant to the Public Administrator/Guardian/Conservator

Benefits Administrator

Captain
Chief Administrative Coordinator
Chief Deputy County Counsel**
Chief Deputy Public Defender***
Chief District Attorney Investigator
Community and Intergovernmental Affairs Analyst I
Community and Intergovernmental Affairs Analyst II
Correctional Lieutenant ●
Corrections Administrative Manager

Deputy Agricultural Commissioner/Sealer of Weights & Measures
Deputy Auditor-Controller
Deputy Chief Fiscal Officer – HHSA
Deputy County Counsel I **
Deputy County Counsel II**
Deputy County Counsel III**
Deputy County Counsel IV**
Deputy Director of HHSA – Self Sufficiency Services Programs ◆
Deputy Fire Marshal

Emergency Medical Services Administrator
Environmental Health Manager
Environmental Management Coordinator

MANAGEMENT CLASSIFIED CLASSES: (continued)

Facilities Superintendent – Public Works Department
Flood Project Analyst

Geographic Information Officer

Health & Human Services Analyst
Health Records Information Manager
Housing and Community Development Program Manager
Human Resources Analyst I
Human Resources Analyst II

Information Systems Manager (Positions filled on or after December 4, 2018 will be designated as "at-will" Management Non-Classified (Other))

Labor Relations Officer
Legal Office Manager
Lieutenant

Mental Health Manager

Natural Resources Conservation Manager

PBES GIS Strategy & Policy Officer
Principal Human Resources Analyst
Probation Services Program Manager
Project Manager
Public Health Manager
Public Works Superintendent
Public Works Administrative Manager
Purchasing Manager

Records Information Manager
Regional Medical Services Administrator

Safety Officer
Self Sufficiency Manager
Senior Flood Project Analyst
Senior Human Resources Analyst
Sheriff's Administrative Manager
Staff Psychiatrist
Staff Services Manager
Stormwater Program Manager

Watershed and Flood Control Operations Manager

* Any Management II/Senior/Principal Analyst flexibly staffed position filled prior to July 16, 2005, is designated Management Classified until such time that the position becomes vacant.

** Positions filled prior to February 27, 2007 will remain Management Classified

*** Positions filled prior to May 31, 2008 will remain Management Classified

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non-Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non-Classified (Other)

◆ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015

Revised: April 14, 2009; Resolution 09-38
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
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NAPA COUNTY
MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED

Scope

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(80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash-out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

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30 years or more	9.0 hours

4. In the case of Management Classified Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the County Executive Officer; in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II.A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the County Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

   (a) Effective July 21, 2012, any current employee who was originally hired as a Management Classified Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Classified employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.
7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

(a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7 day waiting period and coverage for up to 13 weeks.

ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
$10,000 per month with a 90 day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $50,000 with the premium paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5)

times the Employee's salary or $200,000. An employee may purchase Supplemental Life Insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

(a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

(b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in subparagraph 12(b)(ii) below.

ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in subparagraph 12(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438, in the classification of Probation Services Program Manager, Juvenile Hall Superintendent, or Assistant Juvenile Hall Superintendent shall receive five percent (5%) hazard premium pay.

14. Safety Uniform Allowance. A Management Classified Employee in the classification of Captain and Lieutenant shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

15. Correctional Uniform Allowance. A Management Classified Employee in the classification of Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

16. POST Educational Incentive Pay. A Management Classified Employee in the classification of Captain, Lieutenant, or Chief District Attorney Investigator shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

17. CPA Premium Pay. A Management Classified Employee in the classification of Deputy Auditor-Controller, Chief Fiscal Officer-HHSA or Deputy Chief Fiscal Officer - HHSA who has a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate.

18. Board Certified Physician or Staff Child Psychiatrist. A Management Classified Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay; or a Management Classified Employee in the classification of Staff Psychiatrist who has completed a Fellowship in Child Psychiatry and has been designated by the Director to provide child psychiatric services shall receive five percent (5%) premium pay. A Management Classified employee may receive no more than five percent (5%) premium pay under either of the above provisions.

B. Retired Management Classified Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

   (a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

   (b) Dental and vision coverage for the retired member and dependents.

   Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Classified Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Classified Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

(d) Notwithstanding the provisions of subparagraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public Employees Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days from the date of separation).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Management Classified Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employees must have at least 120 hours of sick leave at retirement. The employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Classified position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED ELIGIBILITY LIST

MANAGEMENT CLASSIFIED CLASSES:

Acting Deputy Director of HHSA – Child Welfare Services Director
Aging & Disability Program Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures ▲
Assistant Airport Manager
Assistant Juvenile Hall Superintendent
Assistant Manager – Quality Management
Assistant Public Administrator/Guardian/Conservator
Assistant Public Works Superintendent
Assistant Purchasing Agent
Assistant to the Public Administrator/Guardian/Conservator

Benefits Administrator

Captain
Chief Administrative Coordinator
Chief Deputy County Counsel**
Chief Deputy Public Defender***
Chief District Attorney Investigator
Community and Intergovernmental Affairs Analyst I
Community and Intergovernmental Affairs Analyst II
Correctional Lieutenant ●
Corrections Administrative Manager

Deputy Agricultural Commissioner/Sealer of Weights & Measures
Deputy Auditor-Controller
Deputy Chief Fiscal Officer – HHSA
Deputy County Counsel I **
Deputy County Counsel II**
Deputy County Counsel III**
Deputy County Counsel IV**
Deputy Director of HHSA – Self Sufficiency Services Programs ◆
Deputy Fire Marshal

Emergency Medical Services Administrator
Environmental Health Manager
Environmental Management Coordinator

MANAGEMENT CLASSIFIED CLASSES: (continued)

Facilities Superintendent – Public Works Department
Flood Project Analyst

Geographic Information Officer

Health & Human Services Analyst
Health Records Information Manager
Housing and Community Development Program Manager
Human Resources Analyst I
Human Resources Analyst II

Information Systems Manager (Positions filled on or after December 4, 2018 will be designated as "at-will" Management Non-Classified (Other))

Labor Relations Officer
Legal Office Manager
Lieutenant

Mental Health Manager

Natural Resources Conservation Manager

PBES GIS Strategy & Policy Officer
Principal Human Resources Analyst
Probation Services Program Manager
Project Manager
Public Health Manager
Public Works Superintendent
Public Works Administrative Manager
Purchasing Manager

Records Information Manager
Regional Medical Services Administrator

Safety Officer
Self Sufficiency Manager
Senior Flood Project Analyst
Senior Human Resources Analyst
Sheriff's Administrative Manager
Staff Psychiatrist
Staff Services Manager
Stormwater Program Manager

Watershed and Flood Control Operations Manager

* Any Management II/Senior/Principal Analyst flexibly staffed position filled prior to July 16, 2005, is designated Management Classified until such time that the position becomes vacant.

** Positions filled prior to February 27, 2007 will remain Management Classified

*** Positions filled prior to May 31, 2008 will remain Management Classified

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non-Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non-Classified (Other)

◆ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1995

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Georgina Panganiban - Deputy Auditor-Controller

SUBJECT: In-Home Supportive Services Authority Audit Report for Fiscal Year Ended June 30, 2025

RECOMMENDATION

Accept and file the In-Home Supportive Services Authority financial audit report for the fiscal year ended June 30, 2025. (No Fiscal Impact, Mandatory)

BACKGROUND

Brown Armstrong Accountancy Corporation has audited the financial statements for the Napa County In-Home Supportive Services Authority (IHSS) for the year ended June 30, 2025. The attached audit was prepared in accordance with generally accepted auditing standards and in compliance with California Government Code Section 25250. The report has an unqualified (clean) opinion, with no management comments. Also attached is required communication from the external auditors to the Board of Supervisors regarding the audit.

Requested Action: Accept and file the report.

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 Authority would not be in compliance with California Government Code 25250

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.

IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY OF NAPA COUNTY
(A Component Unit of the
County of Napa, California)

BASIC FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED
JUNE 30, 2025

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY

JUNE 30, 2025

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IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY

AUTHORITY GOVERNING BOARD

JUNE 30, 2025

Name	Position	Date of Original Appointment	Current Term Expires
Belia Ramos	Chair Board of Supervisors Napa County	1/4/2016	12/31/2028
Joelle Gallagher	Vice Chair Board of Supervisors Napa County	1/3/2023	12/31/2026
Amber Manfree	Member Board of Supervisors Napa County	1/7/2025	12/31/2028
Anne Cottrell	Member Board of Supervisors Napa County	1/3/2023	12/31/2026
Elizabeth Alessio	Member Board of Supervisors Napa County	1/7/2025	12/31/2028

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY

PUBLIC AUTHORITY ADVISORY COMMITTEE

JUNE 30, 2025

Name	Position	Date of Original or Last Appointment	Current Term Expires
VACANT	Current or Past User of IHSS Chair	N/A	N/A
Elaine Paoli	Current or Past User of IHSS Vice-Chair	11/02/2021	09/01/2027
VACANT	Current or Past User of IHSS Treasurer	N/A	N/A
Mary Palmer	Commission on Aging Representative	10/08/2019	09/01/2027
Dana Garcia	Provider of IHSS to Family Member or Non-Family Member Member	07/22/2025	09/01/2027
VACANT	Provider of IHSS to Family Member or Non-Family Member Member	N/A	N/A
VACANT	Community Member	N/A	N/A
VACANT	Current or Former User of IHSS	N/A	N/A
VACANT	Current or Former User of IHSS	N/A	N/A

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Supervisors of Napa County
Acting as the Governing Board of
In-Home Supportive Services Public
Authority of Napa County
Napa, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying basic financial statements of the governmental activities and the major fund of the In-Home Supportive Services Public Authority of Napa County (the Authority), a component unit of the County of Napa, as of and for the fiscal year ended June 30, 2025, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Authority as of June 30, 2025, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these basic financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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STOCKTON
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Stockton, CA 95207
209-451-4833

REGISTERED with the Public Company Accounting Oversight Board and MEMBER of the American Institute of Certified Public Accountants

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Budgetary Comparison Schedule, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 7, 2025, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
November 7, 2025

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

The In-Home Supportive Services (IHSS) Public Authority of Napa County (the Authority) is a legal entity that was established by the Board of Supervisors (the Board) of Napa County (the County) by resolution pursuant to the California Welfare and Institutions Code Section 12301.6. The Authority is governed by the County's Board sitting as the Authority's Governing Body. The Authority is also served by an In-Home Supportive Services Public Authority Advisory Committee. Currently, five employees working for the Authority are contracted through the County: a Manager, a Supervisor, two Registry Training Specialists, and an Administrative Assistant. Offices are co-located with Napa County Comprehensive Services for Older Adults.

As management of the Authority, we offer readers this narrative overview and analysis of the financial activities for the fiscal year ended June 30, 2025.

OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. The Authority's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains required supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private sector business.

The Statement of Net Position presents information on all of the Authority's assets and liabilities, with the difference between the two reported as net position.

The Statement of Activities presents information showing how the Authority's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal years.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Fund financial statements report essentially the same functions as those reported in the government-wide financial statements. However, unlike the government-wide financial statements, fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate the comparison between the governmental fund and government-wide financial statements.

The Authority adopts an annual budget for its governmental fund. A budgetary comparison statement has been provided for the governmental fund to demonstrate compliance with the budget.

Notes to Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information (RSI)

RSI is presented concerning the Authority's General Fund budgetary comparison schedule. The Authority adopts an annual appropriated budget for its General Fund. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with this budget.

FINANCIAL ANALYSIS OF THE AUTHORITY

The Authority has presented its basic financial statements under the reporting model required by the Governmental Accounting Standards Board Statement No. 34 (GASB 34), *Basic Financial Statements – and Management's Discussion and Analysis (MD&A) – for State and Local Governments*.

Net Position

Condensed Statement of Net Position
As of June 30, 2025

	2025	2024	Variance
Current Assets	$ 298,262	$ 256,928	$ 41,334
Total Assets	298,262	256,928	41,334
Current Liabilities	51,445	71,558	(20,113)
Total Liabilities	51,445	71,558	(20,113)
Unrestricted	246,817	185,370	61,447
Total Net Position	$ 246,817	$ 185,370	$ 61,447

Net position may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets (accounts receivable) exceeded liabilities (accounts payable) by $246,817 as of June 30, 2025.

Changes in Net Position

The Authority does not have business-type activities and so the analysis presented below for the government-wide financial statements also represents an analysis of the Authority's governmental activities.

The Authority's net position increased overall by $61,447 during fiscal year 2024-25 as a result of an increase in State and Federal revenue compared with the prior year.

Condensed Statement of Activities
For the Fiscal Years Ended June 30, 2025 and 2024

	2025	2024	Variance
Program Expenses			
Services and Supplies	$ 1,363,965	$ 1,121,144	$ 242,821
Rent and Utilities	18,497	17,768	729
Total Program Expenses	1,382,462	1,138,912	243,550
Program Revenues			
Intergovernmental Revenue	1,371,201	1,154,057	217,144
County Contributions	72,708	72,708	-
Total Program Revenues	1,443,909	1,226,765	217,144
Change in Net Position	61,447	87,853	(26,406)
Net Position, Beginning of Year	185,370	97,517	87,853
Net Position, End of Year	$ 246,817	$ 185,370	$ 61,447

FUND FINANCIAL ANALYSIS

As noted earlier, fund accounting is used by the Authority to ensure and demonstrate compliance with finance-related legal requirements.

The Statement of Revenues, Expenditures, and Changes in Fund Balance presented on page 11 shows that for fiscal year ended June 30, 2025, the Authority reported an ending fund balance of $246,817, an increase of $61,447 from the prior fiscal year.

Total revenue, consisting mainly of intergovernmental funds and County contributions, increased by $217,144 from the prior fiscal year, due to an increase in qualifying program recipients and program providers, resulting in increased federal claims. Total expenditures increased by $243,550 from the prior fiscal year, as a result of increased insurance premiums and interfund expenditures.

BUDGETARY HIGHLIGHTS

Total revenues were over budget by 2.7%, or $38,167, and total expenditures were under budget by 1.7%, or $23,280. Revenues directly reflect claim reimbursements on costs incurred. Expenditures were under budget primarily due to actual expenses for services and supplies coming in lower than expected.

ECONOMIC FACTORS AND NEXT FISCAL YEAR'S BUDGET

The fiscal year 2025–26 Adopted Budget reflects a total General Fund allocation of $341.3 million, representing a 4.7% increase over the prior fiscal year. This increase is primarily attributed to Cost of Living Adjustments (COLA), merit and benefit increases, and elevated general liability costs. On June 24, 2025, the Board of Supervisors formally adopted the budget following public hearings held earlier that month. The County anticipates a 5.2% growth in discretionary revenue, with property tax revenues increasing by 7.47% to $175.31 million. Sales and transient occupancy tax revenues are projected to decline slightly, with TOT revenue estimated at $13.25 million. The County continues to invest in long-term priorities including public safety, infrastructure modernization, and capital improvements. Capital

assets totaling $7.43 million and projects totaling $119.97 million are budgeted, including a $64.6 million agreement with CAL FIRE and $30 million in facilities and road improvements. The County remains committed to fiscal sustainability and high service standards, with no anticipated salary savings due to full staffing levels as of July 1, 2025.

DEBT ADMINISTRATION

For the fiscal year ended June 30, 2025, the Authority did not have any long-term obligations outstanding.

CAPITAL ASSETS

For the fiscal year ended June 30, 2025, the Authority did not have any capital assets.

CONTACTING THE AUTHORITY

This financial report is designed to provide a general overview of the Authority's finances for all those interested. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the In-Home Supportive Services Public Authority of Napa County, 650 Imperial Way, Suite 101, Napa, California 94559.

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY
STATEMENT OF NET POSITION
JUNE 30, 2025

ASSETS	
Current Assets	
Due from Other Governments	$ 298,262
Total Current Assets	298,262
Total Assets	298,262
LIABILITIES	
Current Liabilities	
Accounts Payable	205
Due to Other Governments	51,240
Total Current Liabilities	51,445
Total Liabilities	51,445
NET POSITION	
Unrestricted	246,817
Total Net Position	$ 246,817

The accompanying notes are an integral part of these financial statements.

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

PROGRAM EXPENSES	
Public Assistance:	
Services and Supplies	$ 1,363,965
Rent and Utilities	18,497
Total Program Expenses	1,382,462
PROGRAM REVENUES	
Intergovernmental Revenue:	
Federal	711,606
State	659,595
County Contributions	72,708
Total Program Revenues	1,443,909
Change in Net Position	61,447
Net Position, Beginning of Year	185,370
Net Position, End of Year	$ 246,817

The accompanying notes are an integral part of these financial statements.

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY
BALANCE SHEET
GOVERNMENTAL FUND
JUNE 30, 2025

ASSETS		
Due from Other Governments	$	298,262
Total Assets	$	298,262
LIABILITIES		
Accounts Payable	$	205
Due to Other Governments		51,240
Total Liabilities		51,445
FUND BALANCE		
Unassigned		246,817
Total Fund Balance		246,817
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	$	298,262

The accompanying notes are an integral part of these financial statements.

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

REVENUES	
Intergovernmental Revenue:	
Federal	$ 711,606
State	659,595
County Contributions	72,708
Total Revenues	1,443,909
EXPENDITURES	
Public Assistance:	
Services and Supplies	1,363,965
Rent and Utilities	18,497
Total Expenditures	1,382,462
Net Change in Fund Balance	61,447
Fund Balance, Beginning of Year	185,370
Fund Balance, End of Year	$ 246,817

The accompanying notes are an integral part of these financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The In-Home Supportive Services Public Authority of Napa County (the Authority) is a legal corporate entity that was established by the Board of Supervisors (the Board) of Napa County (the County) by resolution pursuant to the California Welfare and Institutions Code Section 12301.6. The Authority is governed by the County's Board, sitting as the Authority's Governing Board. The Authority is also served by an In-Home Supportive Services Public Authority Advisory Committee (the Advisory Committee).

The Advisory Committee provides, as needed, ongoing advice and recommendations regarding in-home supportive services to the Authority's Governing Board. The Advisory Committee also communicates with any administrative body in the County that is related to the delivery and administration of in-home supportive services. In addition, the Advisory Committee provides a method of community input for citizens who use or provide in-home supportive services.

The Authority is governed by the County's Board serving in a separate capacity as the Governing Board of the Authority. As such, the Authority is an integral part of the County and, accordingly, the accompanying basic financial statements are included as a component unit of the basic financial statements of the County.

B. Basis of Presentation and Accounting

Government-Wide Financial Statements

The Statement of Net Position and Statement of Activities display information about the primary government (the Authority). These statements include the financial activities of the overall Authority.

The Statement of Activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with the Authority. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of the Authority.

Revenues that are not classified as program revenues, including all taxes and investment income, are presented instead as general revenues. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the Authority gives (or receives) value without directly receiving (or giving) value in exchange, include grants, entitlements, and donations. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

When both restricted and unrestricted net position are available, restricted resources are used only after unrestricted resources are depleted.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Basis of Presentation and Accounting (Continued)

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when measurable and available ("susceptible to accrual"). Taxes, interest, certain state and federal grants, and charges for services revenues are accrued when their receipt occurs within 90 days after the end of the accounting period so as to be measurable and available. Expenditures generally are recorded when a liability is incurred, as under the accrual basis of accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

The Authority reports the following major governmental fund:

- The General Fund is the Authority's primary operating fund. It accounts for all financial resources of the general government.

C. Due from Other Governments

These amounts represent receivables from the State and Federal governments. Management has determined the Authority's receivables are fully collectible. Accordingly, no allowance for doubtful accounts has been made.

D. Due to Other Governments

Amounts due to the County represent outstanding warrants and other reconciling items in excess of the Authority's cash balance in the County Treasury.

E. Use of Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

F. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental fund balance sheet. The governmental fund reports unavailable revenues from one source: intergovernmental revenue. This amount is deferred and recognized as an inflow of resources in the period that the amount becomes available.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

G. New Accounting Pronouncements Implemented

GASB Statement No. 101 – *Compensated Absences.* The requirements of this statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. This statement did not impact the financial statements or disclosures of the Authority as the Authority does not have these types of transactions.

GASB Statement No. 102 – *Certain Risk Disclosures*. The objective of this statement is to provide users of government financial statements with essential information about risks related to a governments' vulnerabilities due to certain concentrations or constraints. This statement did not impact the financial statements or disclosures of the Authority.

H. Future Accounting Pronouncements

GASB Statement No. 103 – *Financial Reporting Model*. The objective of this statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The Authority has not fully judged the impact of the implementation of this standard on the financial statements.

GASB Statement No. 104 – *Disclosure of Certain Capital Assets.* The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets. The requirements of this statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. Earlier application is encouraged. The Authority has not fully judged the impact of the implementation of this standard on the financial statements.

NOTE 2 – CASH AND INVESTMENTS

The Authority maintains all of its cash and investments with the County Treasurer in an investment pool. As of June 30, 2025, the Authority had a $0 balance in cash and investments. On a quarterly basis the Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments and other deposit and investment risk disclosures can be found in the County's financial statements. The County's financial statements may be obtained by contacting the Auditor-Controller's Office at 1195 Third Street, Suite B-10, Napa, California 94559. The County Treasury Oversight Committee oversees the Treasurer's investments and policies.

Required disclosures for the Authority's deposit and investment risks at June 30, 2025, were as follows:

Credit risk	Not rated
Custodial risk	Not applicable
Concentration of credit risk	Not applicable
Interest rate risk	Not available

Investments held in the County's investment pool are available on demand and are stated at cost plus accrued interest, which approximates fair value. The Authority has no deposit or investment policy that addresses a specific type of risk.

NOTE 3 – RELATED PARTY TRANSACTIONS

During the fiscal year ended June 30, 2025, the Authority paid the County, a related party, $384,902 for employee administrative costs; office space; and administrative, information technology, legal, and accounting services.

In addition, the Authority received $72,708 during the fiscal year ended June 30, 2025, from the County, a related party. The County provides 10% of the Authority's revenues. The remainder of the Authority's funding is provided by the Federal government and the State of California.

NOTE 4 – NET POSITION/FUND BALANCE

Net Position

Net position comprises the various net earnings from operating and nonoperating revenues, expenses, and capital contributions. Net position is classified into the following three components: net investment in capital assets, net position – restricted, and net position – unrestricted. The Authority reported only a net position – unrestricted balance at June 30, 2025.

Fund Balance

Governmental funds report fund balance in classifications based primarily on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in the funds can be spent. As of June 30, 2025, fund balance for the governmental fund is made up of the following:

- *Nonspendable fund balance* – amounts that are not in spendable form or are required to be maintained intact.

- *Restricted fund balance* – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

- *Committed fund balance* – amounts constrained to specific purposes by the Authority itself, using its highest level of decision-making authority. To be reported as committed, amounts cannot be used for any other purpose unless the Authority takes the same highest level of action to remove or change the constraint.

- *Assigned fund balance* – amounts the Authority intends to use for a specific purpose. Intent can be expressed by the Authority's Governing Board or by an official or body to which the Authority's Governing Board delegates the Authority.

- *Unassigned fund balance* – amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

NOTE 5 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to general liability. The Authority is covered from risk of loss through PRISM (Public Risk Innovation, Solutions, and Management), formerly California State Association of Counties (CSAC) Excess Insurance Authority. Information about coverage can be found in the County's basic financial statements.

NOTE 6 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 7, 2025, which is the date the basic financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Intergovernmental Revenue:				
Federal	$ 718,788	$ 718,788	$ 711,606	$ (7,182)
State	614,246	614,246	659,595	45,349
County Contributions	72,708	72,708	72,708	-
Total Revenues	1,405,742	1,405,742	1,443,909	38,167
EXPENDITURES				
Public Assistance:				
Services and Supplies	1,387,742	1,387,742	1,363,965	23,777
Rent and Utilities	18,000	18,000	18,497	(497)
Total Expenditures	1,405,742	1,405,742	1,382,462	23,280
Net Change in Fund Balance	$ -	$ -	61,447	$ 61,447
Fund Balance, Beginning of the Year			185,370	
Fund Balance, End of the Year			$ 246,817	

See the note to the required supplementary information.

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF NAPA COUNTY
NOTE TO THE REQUIRED SUPPLEMENTARY INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

NOTE 1 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

The In-Home Supportive Services Public Authority of Napa County (the Authority) prepares and legally adopts a final budget on or before August 30 of each fiscal year. The Authority operation, commencing July 1, is governed by the proposed budget, adopted by the Governing Board in June of the prior fiscal year.

After the budget is approved, the appropriations can be added to, subtracted from, or changed only by Authority resolution. All such changes must be within the revenues and reserves estimated as available in the final budget or within revised revenue estimates as approved by the Authority.

An operating budget is adopted each fiscal year on the modified accrual basis of accounting. Additionally, encumbrance accounting is utilized to assure effective budgetary control. Encumbrances outstanding at fiscal year-end represent the estimated amount of the expenditures ultimately to result if the unperformed contracts in process at fiscal year-end are completed or purchased commitments satisfied. Such fiscal year-end encumbrances are reported as commitments/assignments of fund balance and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent fiscal year and included in the subsequent fiscal year's budget. Unencumbered appropriations lapse at fiscal year-end.

The legal level of budgetary control (the level on which expenditures may not legally exceed appropriations) is at the object level. Object levels of expenditures include: salaries and employee benefits, and services and supplies.

The budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America.

OTHER REPORT

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Supervisors of Napa County
Acting as the Governing Board of
In-Home Supportive Services Public
Authority of Napa County
Napa, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the general fund of the In-Home Supportive Services Public Authority of Napa County (the Authority), as of and for the fiscal year ended June 30, 2025, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements, and have issued our reported dated November 7, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

BAKERSFIELD
4200 Truxtun Avenue, Suite 300
Bakersfield, CA 93309
661-324-4971

FRESNO
10 River Park Place East, Suite 208
Fresno, CA 93720
559-476-3592

STOCKTON
2423 West March Lane, Suite 202
Stockton, CA 95207
209-451-4833

REGISTERED with the Public Company Accounting Oversight Board and MEMBER of the American Institute of Certified Public Accountants

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
November 7, 2025

Board of Supervisors of Napa County
Acting as the Governing Board of
In-Home Supportive Services Public
Authority of Napa County
Napa, California

We have audited the financial statements of the governmental activities and the major fund of the In-Home Supportive Services Public Authority of Napa County (the Authority) for the fiscal year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 3, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the Authority adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* and GASB Statement No. 102, *Certain Risk Disclosures* during the fiscal year ended June 30, 2025. These GASB Statements do not impact the financial statements or disclosures of the Authority as the Authority does not have the types of transactions covered by these standards. We noted no transactions entered into by the Authority during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements
Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no such misstatements.

Disagreements with Management
For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations
We have requested certain representations from management that are included in the management representation letter dated November 7, 2025.

Management Consultations with Other Independent Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each fiscal year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and the Budgetary Comparison Schedule, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of Board of Supervisors and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
November 7, 2025

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:** 12/16/2025 | **File ID #:** 25-2029

TO: Members of the Governing Board

FROM: Christopher Silke, District Engineer

REPORT BY: Anna Martinez, Assistant Engineer

SUBJECT: Budget Amendment from LNU Insurance Proceeds for Sewer Lateral Repair and Intake Pump Removal

RECOMMENDATION

Approve a Budget Amendment to increase appropriations in the Napa Berryessa Resort Improvement District's Operations budget by $59,790; offset by use of LNU Insurance Proceeds for the repair of a sewer lateral. (Fiscal Impact: $59,790 Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary)
[4/5 vote required]

BACKGROUND

The requested Budget Amendment of $59,790 will cover the cost of services related to 1) the repair of a sewer service lateral damaged during the 2020 LNU Lightning Complex Fire and 2) the removal of one of two water intake pumps and associated carrier pipeline from Lake Berryessa.

The first service listed above was for the urgent repair of a sewer service lateral that had been damaged during the 2020 LNU Fire. The damage to the lateral, consisting of crushed and melted pipe, was not evident during post-fire inspections, but was discovered upon occupancy of a replacement home served by the lateral. Due to the depth and location of the damaged section of latera pipe, full excavation and replacement was required. The total cost to complete the replacement of the sewer service lateral was $43,107. The job is complete as of November 11, 2025

For the second service, the District's raw water intake consists of two submersible pumps (20 hp and 30 hp) located at differing elevations in Lake Berryessa. Each pump acts as both main supply pump and standby pump in the event one of the pumps requires service or replacement. The 30 hp pump is now inoperable and staff required the pump to be pulled to the surface, along with the carrier pipeline, to determine the extent of repairs necessary to return a redundant pump to service. The cost of the extraction of the pump and associated carrier pipeline was $16,683. The job is complete as of October 29, 2025.

Napa Berryessa Resort Improvement District (NBRID) was issued a total of $1,656,941 from Golden State Risk Management Authority (GSRMA) to cover damages incurred by the 2020 LNU Fire. After accounting for previous fire-related repairs, approximately $72,150 remained of the insurance settlement issued to NBRID as of June 30, 2025. After including the subject Budget Amendment requested today, the remaining balance of the insurance proceeds for NBRID in the 2020 Lightning Fire Complex budget will be $12,360.

Requested Actions:

1. Approval of Budget Amendment for the following (4/5 vote):
    a. Increase expense in the amount of $43,107 for Maintenance-Infrastructure/Land within NBRID Fund (Subdivision 5240000, Account 52525) offset by the increase of Available Fund Balance and;
    b. Increase expense in the amount of $16,683 for Maintenance-Equipment within NBRID Fund (Subdivision 5240000, Account 52500) offset by the increase of Available Fund Balance and;
    c. Increase Available Fund Balance in the amount of $59,790 within NBRID Fund (Subdivision 5240000, Account 33100) offse by the decrease of Committed Fund Balance - LNU Insurance Proceeds and;
    d. Decrease Committed Fund Balance - LNU Insurance Proceeds in the amount of $59,790 within NBRID Fund (Subdivision 5240000, Account 533520).

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Budget Amendment will allow the District to utilize an approved alternative funding source for unanticipated District projects, preserving the operations budget for expected operational expenses.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The District's operations budget would bear the cost of the unanticipated services.
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
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1992

TO: Napa County Groundwater Sustainability Agency (NCGSA)

FROM: Brian D. Bordona, Director of Planning, Building & Environmental Services

REPORT BY: Jamison Crosby, Natural Resources Conservation Manager

SUBJECT: Amendment No. 2 to Agreement 230312B (NCGSA) with SCI Consulting Group

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 230312B (NCGSA) with SCI Consulting Group, to extend the term through June 30, 2026 and increase the maximum compensation from $110,075 to $131,724, for additional services related to the fee program implementation. (Fiscal Impact: $21,649 Expense; Groundwater Sustainability Agency Special Revenue Fund; Budgeted; Discretionary)

BACKGROUND

On January 31, 2022, the Napa Valley Subbasin Groundwater Sustainability Plan (GSP) was submitted to the Department of Water Resources (DWR) and on January 26, 2023, DWR approved it, validating the course of action laid out in the plan.

On February 8, 2022, staff made a report to the Napa County Groundwater Sustainability Agency (NCGSA) about options for funding implementation of the GSP with the recognition that while implementation grants would be sought, those grants would not be adequate to fully fund activities moving forward. The staff report put forward four options for funding ongoing operations:

1. County General Fund (current condition);
2. Special Tax approved by the voters;
3. Special Assessment approved by the voters; and/or
4. Fee. Background information on the different options were presented and discussed and the GSA Board gave the direction to staff to move forward with developing a professional services agreement to further study the options at hand.

On February 7, 2023, the NCGSA approved Agreement No. 230312B for $84,088 plus expenses to evaluate options and make recommendations for the establishment of fee, special tax or benefit assessment to fund implementation of Napa County's Groundwater Sustainability Program and depending on the outcome of the evaluation and recommendations, to prepare a comprehensive Fee Report for the proposed programs and

improvements to be funded. Work commenced to investigate options for the NCGSA to consider and work was paused while three GSP Workplans were developed and subsequently approved by the NCGSA on March 26, 2024. Additional tasks were added to the scope to develop a comprehensive database that details groundwater use on a parcel-specific basis. On August 6, 2024, the NCGSA approved Amendment No. 1 to Agreement No. 230312B extending the scope and term of the agreement to evaluate options and make recommendations for the establishment of a fee, special tax or benefit assessment. The approved term of Amendment No. 1 extends Agreement No. 230312B to December 31, 2025.

The NCGSA received presentations on September 24, 2024, and April 22, 2025, on the progress and development of a fee methodology and considerations across the Napa Valley Subbasin. At these meetings, staff received guidance to explore hybrid fees for different groundwater user groups.

Amendment No. 2 to Agreement No. 230312B would extend the term of the agreement to June 30, 2026. If approved, the agreement, which is the subject of this action, will complete the establishment of a fee to fund implementation of the GSP and the County's overall groundwater sustainability program, including additional outreach, logistical support, and preparation of a direct charge levy roll and submittal to the Napa County Auditor's Office. Once the fee is adopted by the NCGSA, SCI Consulting will help administer the fee program.

Requested Action: Approve and authorize Amendment No. 2 to Agreement No. 230312B with SCI Consulting Group.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	2720000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Ongoing implementation of the Sustainable Groundwater Management Act (SGMA) is a State requirement.
Is the general fund affected?	Yes
Future fiscal impact:	Fiscal impact through FY 2025-26 is as described in the amendment
Consequences if not approved:	Funding for ongoing implementation of SGMA would have to come from the County General Fund.

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 NCGSA AGREEMENT NO. 230312B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 230312B is made and entered into as of this _____day of_____, 2025, by and between NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY and its Board of Directors, hereinafter referred to as "NCGSA", and SCI CONSULTING GROUP, a California corporation, whose mailing address is 4745 Mangels Blvd. Fairfield, CA94534, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCGSA and CONTRACTOR entered into Napa County Agreement No. 230312B (the "Agreement") on February 7, 2023 to evaluate options and make recommendations for the establishment of fee, special tax or benefit assessment to fund implementation of Napa County's Groundwater Sustainability Program and depending on the outcome of the evaluation and recommendations, to prepare a comprehensive Fee Report for the proposed programs and improvements to be funded; and

WHEREAS, NCGSA and CONTRACTOR now wish to amend the Agreement to amend the scope of services and budget as well as 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 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 NCGSA 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 additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2 is hereby amended to read in full as follows:

2. **Scope of Services.** CONTRACTOR shall provide NCGSA those services set forth in Exhibit "A-2", attached hereto and incorporated by reference herein.

3. Paragraph 3 is hereby amended to read in full as follows:

3. **Compensation.**

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

b. Expenses. Travel and other expenses will be reimbursed by NCGSA 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-2".

c. Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS ($131,724) for professional services and ONE THOUSAND DOLLARS ($1,000) 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.

[Remainder of page left blank intentionally]

4. Except as otherwise provided in paragraphs 1-3 above, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

SCI Consulting Group

By _____
John Bliss, President

"CONTRACTOR"

NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

By_____
ANNE COTTRELL, Chair
Board of Directors

"NCGSA"

APPROVED AS TO FORM Office of County Counsel By: *Chris R.Y. Apallas* NCGSA Counsel Date: December 2, 2025 FV: NCGSA **13118590**	APPROVED BY THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS Date: Processed By: Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Directors By:

EXHIBIT "A-2"

SCOPE OF WORK

CONTRACTOR shall provide NCGSA with the following services:

I. DESCRIPTION OF SERVICES

The SCI Team has thoroughly reviewed the GSA's need for services related to fee program implementation and is well qualified to complete all required tasks. The SCI team proposes the approaches listed below for each task.

A. PROCEDURAL SUPPORT

The SCI Team will provide support in meeting the procedural requirements of fee implementation as well as the requirements of the County of Napa Auditor's Office (related to submittal of a direct charge levy roll). Coordination with County legal counsel and staff will help inform the proper approach. Additionally, the SCI Team will coordinate any further edits to the draft Fee Study based on County feedback. The procedural requirements of fee implementation include, but are not limited to, the procedures described by Water Code § 10730.

The SCI Team will attend virtual meetings as needed to coordinate the levy administration process. This coordination may include, but is not limited to:

1. Attending meetings as needed to coordinate direct charge levy roll preparation.
2. Reviewing the Fee database as needed, including every parcel within the Basin boundary and the parcel attributes necessary for calculating the Fees;
3. Assisting the GSA with making changes to the Fee database based on claims of dry farming or use of alternative water sources by agricultural users.
4. Assisting the GSA with making changes to the Fee database based on waivers submitted by self-supplied users.
5. Assisting the GSA in calculating average groundwater extraction amounts for each public water system in the Basin.
6. Reviewing the July lien-date Assessor Roll obtained by SCI, including identification of new or changed parcels that may require an updated Fee calculation.
7. Providing support to Agency staff by assisting with any needed resolutions and staff reports.

Prior to the August 2026 deadline, the SCI Team will prepare and submit a direct charge levy roll in accordance with the requirements of the County of Napa Auditor's Office.

Deliverables

- *Coordination and finalization of Fee Study Report.*
- *Participation in a public meeting and Fee implementation process.*
- *Development and submittal of a direct charge levy roll.*

B. OUTREACH AND ENGAGEMENT

The SCI Team will assist with public informational and educational outreach strategies and property owner informational services. Our firm's informational outreach efforts include tasks necessary to ensure that the property owners are adequately informed about the Fee's implementation and the proposed services in their area. This work will include, as needed, developing a community-focused PowerPoint presentation highlighting relevant details of the proposed fee and participation in a community workshop in order to inform the public. The SCI Team understands that basic message components will need to be simple, clear, and transparent, and need to be well supported with detailed and substantive information.

The SCI Team will work with staff to develop content for an outreach postcard intended to inform agricultural groundwater users of the opportunity to submit claims of dry farming or use of alternative water sources as well as the opportunity for self-supplied users to request a fee waiver.

Deliverables:

- *Draft messaging documents, updated as needed (postcards, website content, FAQ, fact sheet, handouts, PowerPoint, adaptable messaging).*
- *Community-focused PowerPoint Presentation.*
- *Participation in a community workshop.*

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 NCGSA 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 AND EXPENSE REIMBURSEMENT

HOURLY RATES FOR COMPENSATION

Fee Schedule: Based upon the current project understanding, the SCI Team's proposed additional budget is shown in the table below.

SCI TEAM
Napa County GSA
Fee Implementation Services

Assigned Staff	SCI		LWA	
Classification	Senior Consultant	President, Senior Engineer	Senior Scientist	SCI Admin
	Ryan Aston	John Bliss	Olin Applegate	
Fully Loaded Hourly Rate	$224	$315	$289	$82
Subcontractor Markup			*10%*	

Scope of Work

Work Plan		Hours			Total Hours	Total Costs
1 Procedural Support	38	3	18	8	67	$ 15,835
2 Outreach and Engagement	16	2	4	4	26	$ 5,814
TOTAL DIRECT HOURS	54	5	22	12	93	$ 21,649
				Total Labor Cost		$21,649

Direct Costs		Number of Units	Cost per Unit		Total Costs
Incidentals	Travel, property data, maps and other out-of-pocket expenses	1	$ 1,000		$ 1,000
				Direct Costs	$ 1,000
			TOTAL BASE COSTS		$ 22,649

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:** 12/16/2025 | **File ID #:** 25-1994

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Georgina Panganiban, Deputy Auditor-Controller

SUBJECT: Napa County Housing Authority's Audit Report for Fiscal Year Ended June 30, 2025

RECOMMENDATION

Accept and file the Napa County Housing Authority's financial audit report for the fiscal year ended June 30, 2025. (No Fiscal Impact)

BACKGROUND

Brown Armstrong Accountancy Corporation has audited the financial statements for the Napa County Housing Authority (NCHA) for the year ended June 30, 2025. The attached audit was prepared in accordance with generally accepted auditing standards and in compliance with California Government Code Section 25250. The report has an unqualified (clean) opinion, with no management comments. Also attached is required communication from the external auditors to the Board of Supervisors regarding the audit. The report is on file with the Clerk of the Board.

Requested Action: Accept and file the report.

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 California Government Code 25250

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
(A Component Unit of the County of Napa, California)

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED
JUNE 30, 2025

NAPA COUNTY HOUSING AUTHORITY
JUNE 30, 2025

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FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the Honorable Members
of the Board of Directors
Napa County Housing Authority
Napa, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying statement of net position of the Napa County Housing Authority (the Authority), a component unit of the County of Napa (the County), as of June 30, 2025; the related statement of revenues, expenses, and changes in net position and statement of cash flows for the fiscal year then ended; and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2025, the changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

BAKERSFIELD
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STOCKTON
2423 West March Lane, Suite 202
Stockton, CA 95207
209-451-4833

REGISTERED with the Public Company Accounting Oversight Board and MEMBER of the American Institute of Certified Public Accountants

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control relating to the Authority. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The statement of net position by cost center and statement of revenues, expenses, and changes in net position by cost center are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the

underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the statement of net position by cost center and statement of revenues, expenses, and changes in net position by cost center are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 12, 2025, on our consideration of the County's internal control over financial reporting relating to the Authority and on our tests of the County's compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or compliance relating to the Authority. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance relating to the Authority.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
November 12, 2025

INTRODUCTION

This section of the Napa County Housing Authority's (the Authority) annual financial report presents our discussion and analysis of the Authority's financial performance during the fiscal year ended June 30, 2025. Please read it in conjunction with the Authority's basic financial statements following this section.

THE FINANCIAL HIGHLIGHTS

- The Authority began operation of three farm worker centers at the very end of fiscal year 2006-07, with the eighteenth full year of operations occurring in fiscal year 2024-25.

- The Authority used $640,848 of collected special assessments, $933,849 of collected rental income, and state funding of $250,000 to offset operating costs during the year.

- The Authority established operating and maintenance reserves in fiscal year 2007-08, and continues to fund the reserves annually for each center pursuant to the Joe Serna, Jr. Farm Worker Housing Grant Program requirements.

- The Authority received a total of $211,468 in donations and contributions, which included $72,333 from the Department of Water Resources Board and $139,135 from Cinco de Mayo Golf, Inc. These funds were used for general household and maintenance items, including kitchen equipment, kitchen supplies, and Christmas dinner and gifts for lodgers.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. The Authority's basic financial statements are comprised of two components: 1) Government-Wide financial statements and 2) Notes to the basic financial statements. Fund financial statements are not included in the basic financial statements because all activities of the Authority are accounted for within a single enterprise fund. Enterprise funds are accounted for using the accrual method of accounting in both the Government-Wide and Fund financial statements.

Government-Wide Financial Statements are designed to provide readers with a broad overview of Authority finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all Authority assets and liabilities, with the difference between the two reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

The *Statement of Revenues, Expenses, and Changes in Net Position* presents information showing how the Authority's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of these government-wide financial statements report functions of the Authority that are principally supported by user fees and charges (*business-type activities)*. There are no component units to be included in the Authority's basic financial statements.

Notes to the Basic Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide financial statements.

FINANCIAL ANALYSIS OF THE AUTHORITY

Net Position

A summary of the Authority's Statements of Net Position is as follows:

Condensed Statements of Net Position
As of June 30

	2025	2024	Increase (Decrease) $	Increase (Decrease) %
Assets				
Current assets	$ 2,002,362	$ 1,961,047	$ 41,315	2.1%
Noncurrent assets	3,967,736	3,971,600	(3,864)	-0.1%
Total Assets	5,970,098	5,932,647	37,451	0.6%
Liabilities				
Current liabilities	221,372	405,711	(184,339)	-45.4%
Total Liabilities	221,372	405,711	(184,339)	-45.4%
Net Position				
Net investment in capital assets	3,967,736	3,971,600	(3,864)	-0.1%
Restricted	1,025,000	980,000	45,000	4.6%
Unrestricted	755,990	575,336	180,654	31.4%
Total Net Position	$ 5,748,726	$ 5,526,936	$ 221,790	4.0%

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets exceeded liabilities by $5,748,726 at the close of the most recent fiscal year. The primary components of the Authority's assets include the values of the three farm worker center buildings and associated land, cash for equipment replacement, and operating reserves as required by the Joe Serna, Jr. Farm Worker Housing Grant.

Changes in Net Position

A summary of the Authority's Statements of Revenues, Expenses, and Changes in Net Position recapping the Authority's revenues earned during the fiscal year ended June 30, 2025 and 2024, and the expenses incurred are as follows:

Condensed Statements of Revenues, Expenses, and Changes in Net Position
For the Fiscal Years Ended June 30

	2025	2024	Increase (Decrease) $	Increase (Decrease) %
Operating Revenues	$ 1,846,337	$ 1,826,361	$ 19,976	1.1%
Operating Expenses	2,347,241	2,199,394	147,847	6.7%
Net Loss from Operations	(500,904)	(373,033)	(127,871)	-34.3%
Nonoperating Income	722,694	470,272	252,422	53.7%
Change in Net Position	221,790	97,239	124,551	128.1%
Net Position, Beginning	5,526,936	5,429,697	97,239	1.8%
Net Position, Ending	$ 5,748,726	$ 5,526,936	$ 221,790	4.0%

Changes in Net Position (Continued)

The Authority's fiscal year 2024-25 operating expenses were $2,347,241, an increase of $147,847, or 6.7%, from the prior year. The Authority's operating revenues were $1,846,337, an increase of $19,976, or 1.1%, from the prior year. The increase in operating costs was due to an increase in administrative and property management services, investment in key infrastructure, maintenance services and utilities. The increase in operating revenues is due to increased rental income and Special assessments.

CAPITAL ASSETS

As of June 30, 2025, capital assets consisted of three farm worker centers consisting of both structures and land. In addition, during fiscal year 2024-25, the Authority acquired a hot food steam table and three commercial dishwashers funded by monetary donations.

DEBT ADMINISTRATION

As of June 30, 2025, the Authority has no long-term debt.

ECONOMIC FACTORS

The centers receive an annual contribution from the State of California (Joe Serna, Jr. funding) of $250,000. These funds are part of a ten-year agreement and directly fund operations. The County is currently in year seven of that agreement. There is no escalator on the annual contribution – it remains fixed at $250,000 per year for each year of the agreement.

While state funding remains fixed, local support from growers in the Napa Valley remains strong and growing through the County Service Area No. 4 (CSA 4) annual assessment. CSA 4 is a per-acre assessment on all properties in the County of Napa with at least one planted vineyard acre. The assessment rate may be increased by $1.00 per year until the maximum assessment equals $15.00. As the CSA 4 assessment increases by $1.00, tenant rent must increase by $1.00. Between fiscal year 2013–2014 and current fiscal year, the assessment rate has increased from $10.00 to $14.00. During this same period, rent has increased from $13.00 to $17.00 per night.

REQUESTS FOR INFORMATION

This financial report is designed to provide the Board of Directors, our taxpayers, customers, investors, and creditors with a general overview of the Authority's accountability for the assets it receives and manages. The County of Napa provides certain management and administrative functions, including all financial management and accounting.

If you have any questions about this report or need additional financial information, please contact the Auditor-Controller's Office, County of Napa, located at 1195 Third Street, Suite B-10, Napa, California 94559.

BASIC FINANCIAL STATEMENTS

NAPA COUNTY HOUSING AUTHORITY
STATEMENT OF NET POSITION
JUNE 30, 2025

ASSETS	
Current Assets:	
Cash, cash equivalents, and investments	$ 1,993,354
Accounts receivable	9,008
Total Current Assets	2,002,362
Noncurrent Assets:	
Capital assets, nondepreciable	2,700,000
Capital assets, depreciable, net	1,267,736
Total Noncurrent Assets	3,967,736
Total Assets	5,970,098
LIABILITIES	
Current Liabilities:	
Accounts payable	212,254
Unclaimed funds	9,118
Total Current Liabilities	221,372
Total Liabilities	221,372
NET POSITION	
Net investment in capital assets	3,967,736
Restricted	1,025,000
Unrestricted	755,990
Total Net Position	$ 5,748,726

The accompanying notes are an integral part of these basic financial statements.

NAPA COUNTY HOUSING AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

OPERATING REVENUES	
Rental income	$ 933,849
Special assessments	640,848
State funding	250,000
Other income (laundry)	21,640
Total Operating Revenues	1,846,337
OPERATING EXPENSES	
Professional services:	
Maintenance and operations contract	1,099,266
Legal services	3,102
Accounting and auditing services	35,051
Administration services	287,112
Janitorial	33,554
Minor equipment	44,834
Client meal expense	248,486
Utilities	394,557
Building maintenance	125,728
Depreciation	68,901
Engineer services	6,650
Total Operating Expenses	2,347,241
Operating Loss	(500,904)
NONOPERATING REVENUES	
Interest	51,226
Contributions from County of Napa	460,000
Donations and contributions	211,468
Total Nonoperating Revenues	722,694
Change in Net Position	221,790
Net Position - Beginning	5,526,936
Net Position - Ending	$ 5,748,726

The accompanying notes are an integral part of these basic financial statements.

NAPA COUNTY HOUSING AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Cash Flows from Operating Activities		
Cash received from renters (including laundry)	$	946,970
Cash received from property tax assessments and state funding		890,848
Cash paid for goods and services		(2,012,016)
Cash paid for administrative purposes		(325,265)
Cash paid for farm center maintenance		(125,728)
Net Cash Used by Operating Activities		(625,191)
Cash Flows from Noncapital Financing Activities		
Donations and contributions		211,468
Noncapital contributions		460,000
Net Cash Provided by Noncapital Financing Activities		671,468
Cash Flows from Capital and Related Financing Activities		
Purchase of capital assets		(65,037)
Net Cash Used by Capital and Related Financing Activities		(65,037)
Cash Flows from Investing Activities		
Interest received		51,226
Net Cash Provided by Investing Activities		51,226
Net Increase in Cash, Cash Equivalents, and Investments		32,466
Cash, Cash Equivalents, and Investments - Beginning of Year		1,960,888
Cash, Cash Equivalents, and Investments - End of Year	$	1,993,354
Reconciliation of Operating Loss to Net Cash Used by Operating Activities:		
Operating loss	$	(500,904)
Adjustments to reconcile operating loss to net cash used by operating activities:	so	
Depreciation		68,901
Changes in operating assets and liabilities:		
Accounts receivable		(8,849)
Accounts payable		(184,669)
Unclaimed funds		330
Net Cash Used by Operating Activities	$	(625,191)

The accompanying notes are an integral part of these basic financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The role of the Napa County Housing Authority (the Authority) is to provide safe and sanitary dwelling conditions for low income people. The Authority funds operations, maintenance, and capital improvements for the County of Napa's (the County) farm worker housing system, which currently includes three (3) centers – one in the Yountville area, one near St. Helena, and one near Calistoga – with a collective capacity of 180 beds. The purpose of these centers is to house and feed farm workers that are not permanent local residents. The Authority is partially funded through a special, self-imposed, assessment on producing vineyard land. The Authority also receives funding through the collection of fees from the lodgers at each of the centers.

The Authority includes all operating activities considered to be part of the Authority. The Authority reviewed the criteria developed by the Governmental Accounting Standards Board (GASB) in its issuance of Statement No. 61, related to the financial reporting entity to determine whether the Authority is financially accountable to other entities. The Authority has determined that no other outside entity meets the above criteria, and therefore, no agency has been included as a component unit in the financial statements.

The Authority is governed by the County Board of Supervisors serving in a separate capacity as the governing board of the Authority. As such, the Authority is an integral part of the County and, accordingly, the accompanying financial statements are included as a component unit of the basic financial statements of the County. The Authority is an enterprise fund of the County.

B. Basis of Presentation and Accounting

The accompanying financial statements of the Authority are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to governmental units.

All activities of the Authority are accounted for within a single enterprise fund. Enterprise funds are used to account for operations that are (a) financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

Nonexchange transactions, in which the Authority gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements, and donations. In accordance with GASB Statement No. 33, *Accounting and Financial Reporting for Nonexchange Transactions*, revenue from property taxes is recognized in the fiscal year for which the taxes are levied and resources are available. Revenues from sales tax are recognized when the underlying transactions take place and the resources are available. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligible requirements have been satisfied and the resources are available.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Cash, Cash Equivalents, and Investments

The Authority maintains all of its cash and investments with the County Treasurer in a cash and investments pool. On a quarterly basis, the Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments and other deposit and investment risk disclosures can be found in the County's financial statements. The County's financial statements may be obtained by contacting the County's Auditor-Controller's Office at 1195 Third Street, Suite B-10, Napa, California 94559. The County Treasury Oversight Committee oversees the Treasurer's investments and policies.

The Authority considers all cash held in the County Treasury to be cash and cash equivalents for purposes of the statement of cash flows.

D. Receivables

Receivables consist of fees charged at the farm worker centers. The Authority believes its receivables to be fully collectible and, accordingly, no allowance for doubtful accounts is required.

E. Capital Assets

Capital assets (including infrastructure) are recorded at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair market value on the date contributed. Capital assets include dormitory-style farm worker centers, land, and related equipment. The Authority defines capital assets as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Capital assets used in operations are depreciated or amortized (assets under capital leases) using the straight-line method over the lesser of the capital lease period or their estimated useful lives in the government-wide statements. Depreciation begins on the first day of the fiscal year following the period the asset is placed in service and ends in the fiscal year that it is retired from service or is fully depreciated. The Authority chooses not to record any depreciation during the year of acquisition.

The estimated useful lives are as follows:

Structures and improvements	20 to 50 years
Land improvements	20 years
Equipment	3-15 years

F. Net Position

Net position comprises the various net earnings from operating and nonoperating revenues, expenses, and contributions of capital. Net position is classified in the following three components: net investment in capital assets, restricted net position, and unrestricted net position. Net investment in capital assets consists of all capital assets, net of accumulated depreciation, and is reduced by outstanding debt that is attributable to the acquisition, construction, and improvement of those assets; debt related to unspent proceeds or other restricted cash and investments is excluded from the determination. Restricted net position consists of net position for which constraints are placed thereon by external parties, such as lenders, grantors, contributors, laws, regulations, and enabling legislation, including self-imposed legal mandates. Restricted net position of the Authority is imposed by the Joe Serna, Jr. Farm Worker Housing Grant Program and the Napa County Affordable Housing Program. Unrestricted net position consists of all other net position not included in the above categories.

The Authority first utilizes restricted resources to finance qualifying activities, then unrestricted resources, as needed.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

H. New Accounting Pronouncements Implemented

GASB Statement No. 101 – *Compensated Absences*. The requirements of this statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. There was no impact from the implementation of this GASB.

GASB Statement No. 102 – *Certain Risk Disclosures*. The requirements of this statement are effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter. There was no impact from the implementation of this GASB.

I. Future Accounting Pronouncements

GASB Statement No. 103 – *Financial Reporting Model Improvements*. The requirements of this statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. The Authority has not fully judged the impact of implementation of GASB Statement No. 103 on the financial statements.

GASB Statement No. 104 – *Disclosure of Certain Capital Assets*. The requirements of this statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. The Authority has not fully judged the impact of implementation of GASB Statement No. 104 on the financial statements.

NOTE 2 – CASH AND INVESTMENTS

The Authority holds its cash and investments as follows as of June 30, 2025:

Cash in County Treasury	$ 1,993,354

The Authority holds unrestricted cash in the County Treasury which maintains a cash and investments pool. On a quarterly basis, the County Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments and other deposit and investment risk disclosures can be found in the County's financial statements. The County's financial statements may be obtained by contacting the County Auditor-Controller's Office at 1195 Third Street, Room B-10, Napa, California 94559. The County Treasury Oversight Committee oversees the County Treasurer's investments and policies. The fair value of investments in the pool is determined monthly based upon quoted market prices.

Required disclosures for the Authority's deposit and investment risks at June 30, 2025, were as follows:

Credit risk	Not rated
Custodial risk	Not applicable
Concentration of credit risk	Not applicable
Interest rate risk	Not available

Investments held in the County's cash and investments pool are available on demand and are carried at fair value. The Authority has no deposit or investment policy that addresses a specific type of risk.

NOTE 3 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended June 30, 2025, was as follows:

	Balance July 1, 2024	Additions	Deletions	Reclassifications/ Adjustments	Balance June 30, 2025
Capital assets, not being depreciated:					
Land	$ 2,700,000	$ -	$ -	$ -	$ 2,700,000
Total capital assets, not being depreciated	2,700,000	-	-	-	2,700,000
Capital assets, being depreciated:					
Structures and improvements	1,625,368	-			1,625,368
Land improvements	595,000				595,000
Equipment	130,324	65,037	(8,207)	-	187,154
Total capital assets, being depreciated	2,350,692	65,037	(8,207)	-	2,407,522
Less accumulated depreciation for:					
Structures and improvements	(480,782)	(21,563)	-	-	(502,345)
Land improvements	(461,070)	(26,764)	-	-	(487,834)
Equipment	(137,240)	(20,574)	8,207	-	(149,607)
Total accumulated depreciation	(1,079,092)	(68,901)	8,207	-	(1,139,786)
Total capital assets, being depreciated, net	1,271,600	(3,864)	-	-	1,267,736
Total capital assets, net	$ 3,971,600	$ (3,864)	$ -	$ -	$ 3,967,736

Depreciation expense for the fiscal year ended June 30, 2025, was $68,901. Capital asset additions include one hot food steam table at the Calistoga Farmworker Center and three commercial dishwashers, one located at each Farmworker Center.

NOTE 4 – RELATED PARTY TRANSACTIONS

During the fiscal year ended June 30, 2025, the Authority paid the County, a related party, $317,945 for administrative, accounting, legal and engineering services. The County provided funding during the fiscal year in the amount of $460,000 to offset administration costs.

NOTE 5 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to general liability. The Authority is covered from risk of loss through PRISM (Public Risk Innovation, Solutions, and Management), formerly California State Association of Counties (CSAC) Excess Insurance Authority. Information about coverage can be found in the County's basic financial statements.

NOTE 6 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 12, 2025, which is the date the basic financial statements were available to be issued. No material subsequent events were noted.

OTHER SUPPLEMENTARY INFORMATION

NAPA COUNTY HOUSING AUTHORITY
STATEMENT OF NET POSITION BY COST CENTER
JUNE 30, 2025

	Administration	Calistoga	River Ranch	Mondavi	Total
Assets					
Current Assets:					
Cash, cash equivalents, and investments	$ 756,595	$ 410,965	$ 420,128	$ 405,666	$ 1,993,354
Accounts receivable	-	3,562	2,532	2,914	9,008
Total Current Assets	756,595	414,527	422,660	408,580	2,002,362
Noncurrent Assets:					
Capital assets, nondepreciable	-	400,000	1,600,000	700,000	2,700,000
Capital assets, depreciable, net	-	445,729	446,438	375,569	1,267,736
Total Noncurrent Assets	-	845,729	2,046,438	1,075,569	3,967,736
Total Assets	756,595	1,260,256	2,469,098	1,484,149	5,970,098
Liabilities					
Current Liabilities:					
Accounts payable	605	79,503	64,625	67,521	212,254
Unclaimed funds	-	24	3,035	6,059	9,118
Total Current Liabilities	605	79,527	67,660	73,580	221,372
Total Liabilities	605	79,527	67,660	73,580	221,372
Net Position					
Net investment in capital assets	-	845,729	2,046,438	1,075,569	3,967,736
Restricted:					
Operating reserves	-	220,000	240,000	220,000	680,000
Replacement reserves	-	115,000	115,000	115,000	345,000
Unrestricted	755,990	-	-	-	755,990
Total Net Position	$ 755,990	$ 1,180,729	$ 2,401,438	$ 1,410,569	$ 5,748,726

NAPA COUNTY HOUSING AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION BY COST CENTER
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	Administration	Calistoga	River Ranch	Mondavi	Total
Operating Revenues					
Rental income	$ -	$ 325,530	$ 310,917	$ 297,402	$ 933,849
Special assessments	-	221,132	199,449	220,267	640,848
State funding	-	83,333	83,334	83,333	250,000
Other income (laundry)	-	9,925	8,195	3,520	21,640
Total Operating Revenues	-	639,920	601,895	604,522	1,846,337
Operating Expenses					
Professional services:					
Maintenance and operations contract	2,671	366,026	370,837	359,732	1,099,266
Legal services	3,102	-	-	-	3,102
Accounting and auditing services	35,051	-	-	-	35,051
Administration services	284,271	1,177	1,197	467	287,112
Janitorial	-	12,005	11,012	10,537	33,554
Minor equipment	-	16,934	-	27,900	44,834
Client meal expense	-	84,555	75,302	88,629	248,486
Utilities	-	138,585	122,246	133,726	394,557
Engineer services	-	-	6,650	-	6,650
Building maintenance	-	15,711	87,795	22,222	125,728
Depreciation	-	21,563	26,764	20,574	68,901
Total Operating Expenses	325,095	656,556	701,803	663,787	2,347,241
Operating Loss	(325,095)	(16,636)	(99,908)	(59,265)	(500,904)
Nonoperating Revenues					
Interest	24,749	8,465	9,373	8,639	51,226
Contributions from County of Napa	460,000	-	-	-	460,000
Donations and contributions	-	34,312	105,438	71,718	211,468
Total Nonoperating Revenues	484,749	42,777	114,811	80,357	722,694
Income Before Transfers	159,654	26,141	14,903	21,092	221,790
Transfers in (out)	21,000	(7,000)	(7,000)	(7,000)	-
Change in Net Position	180,654	19,141	7,903	14,092	221,790
Net Position - Beginning	575,336	1,161,588	2,393,535	1,396,477	5,526,936
Net Position - Ending	$ 755,990	$ 1,180,729	$ 2,401,438	$ 1,410,569	$ 5,748,726

OTHER REPORT

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Members
of the Board of Directors
Napa County Housing Authority
Napa, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Napa County Housing Authority (the Authority), a component unit of the County of Napa (the County), as of and for the fiscal year ended June 30, 2025, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated November 12, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) relating to the Authority as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control relating to the Authority. Accordingly, we do not express an opinion on the effectiveness of the County's internal control relating to the Authority.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

BAKERSFIELD
4200 Truxtun Avenue, Suite 300
Bakersfield, CA 93309
661-324-4971

FRESNO
10 River Park Place East, Suite 208
Fresno, CA 93720
559-476-3592

STOCKTON
2423 West March Lane, Suite 202
Stockton, CA 95207
209-451-4833

REGISTERED with the Public Company Accounting Oversight Board and MEMBER of the American Institute of Certified Public Accountants

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of the County's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance relating to the Authority. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance relating to the Authority. Accordingly, this report is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
November 12, 2025

To the Honorable Members
of the Board of Directors
Napa County Housing Authority
Napa, California

We have audited the financial statements of the Napa County Housing Authority (the Authority) as of and for the fiscal year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 3, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the Authority adopted Governmental Accounting Standards Board (GASB) Statement No. 101 – *Compensated Absences* and Statement No. 102 – *Certain Risk Disclosures* during the fiscal year ended June 30, 2025. We noted no transactions entered into by the Authority during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements
Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no such misstatements.

Disagreements with Management
For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations
We have requested certain representations from management that are included in the management representation letter dated November 12, 2025.

Management Consultations with Other Independent Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each fiscal year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Statement of Net Position by Cost Center and Statement of Revenues, Expenses, and Changes in Net Position by Cost Center, which accompany the financial statements but are not RSI. With respect to this other supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the other supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
November 12, 2025

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1987

TO: Napa County Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building and Environmental Services

REPORT BY: Jamison Crosby, Natural Resources Conservation Manager

SUBJECT: Approval of Amendment No. 2 to Agreement 200194B with the City of Napa

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement 200194B with the City of Napa to extend the term through June 30, 2026 and increase the County's share from $200,000 to $250,000 for joint water quality monitoring of the Lake Hennessey and Milliken Reservoir watersheds. (Fiscal Impact: $250,000 Expense; General Fund; Budgeted; Discretionary).

BACKGROUND

The City and County have a shared interest in gathering additional data to further our understanding of how land use changes in the Hennessey and Milliken watersheds might impact the drinking water in these reservoirs. The City of Napa owns Lake Hennessey Reservoir and the Milliken Reservoir which serve as municipal drinking water supplies for the citizens of Napa and over 2,000 customers in unincorporated Napa County.

The Hennessey watershed drainage area is composed of approximately 34,000 acres reaching as far north as Angwin. Of this total area, the City owns just 2,822 acres. The Milliken watershed drainage area is composed of 6,200 acres of which the City owns nearly 2,200 acres. Both watersheds are located in the unincorporated area of the County; thus, the County approves zoning and land use laws, and processes land use permits for private development, on these important lands.

On June 20, 2017, the County and City entered into a Memorandum of Understanding (MOU) regarding a study of the watersheds that would be cost shared equally. On September 26, 2017, the Napa City Council and County Board of Supervisors approved a professional services agreement with Systech to develop a calibrated watershed analysis risk management framework (WARMF) model simulating hydrology and water quality, develop a water quality sampling and analysis plan, and provide a tool which the City and County can use for watershed management on an ongoing basis. The WARMF model combines the physical characteristics of the watershed (topography, land use, soils, vegetation, stream locations etc.) with historical weather data (rainfall, wind etc.), known hydrology (stream flow and depth, lake elevations, diversions etc.) and available water quality data (total dissolved solids, pesticides, nitrogen, phosphorous, sulfates, dissolved oxygen, etc.) collected over time at various sampling points in the watersheds. The model was calibrated by comparing model simulations with known past events to verify accuracy. If the model accurately represents known events, it can

be relied upon to predict future events.

On March 19, 2019, staff presented a report that documents the inputs to the model, how the model works, and recommended Water Quality Monitoring and Analysis Plan. On November 19, 2019, the County and City entered into a MOU to gather the samples and perform analyses during the winter rainy seasons 2019/20 through 2021-2022.

City and County staff have identified sites, and field-verified logistics to gather water samples from the main tributaries that feed the drinking water reservoirs. The sampling sites are accessible and repeatable to ensure consistency of data. Samples are gathered approximately monthly (generally late October through late May) depending on the rain year when tributaries are flowing due to rainfall runoff. Historical rainfall data shows that most reservoir recharge occurs during a handful of large storms during winter months. As stated in 2019, it is recognized that it takes 5-10 years of data to establish baseline water quality data and start to recognize trends. There are currently 21 established sites in the Hennessey watershed and 6 in the Milliken watershed. Samples are gathered throughout the rainy season representative of first flush, large runoff events, and average winter flows. The first two drought years 2019-2020 and 2020-2021 resulted in limited sampling opportunities with just 2 and 4 sampling events respectively. 2021-2022 was the first rain year that had runoff sufficient for 8 sampling events to take place from October through May.

The County authorized Amendment No. 1 to the agreement in November 2022. Sampling has occurred annually between 2019 and 2025. This Amendment No. 2 would continue the water quality sampling under the existing sampling schedule through June 2026.

Work will be managed jointly by the City and County and 50% of the cost will reimbursed by the County. To continue to further our understanding of runoff water quality in watersheds that contribute to municipal drinking water supplies, staff recommends the Chair approve and sign Amendment No. 2 to Agreement 200194B, a MOU with City of Napa for continued water quality monitoring of the Lake Hennessey and Milliken Reservoir watersheds.

Requested Action:

Approve and authorize Amendment No. 2 to Agreement 200194B with the City of Napa increasing the County portion from $200,000 to $250,000 and extending the term to June 30, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Natural Resources Division, Org 1704000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of Amendment No. 2 will allow the continued sampling and analysis of water collected from the watershed areas contributing to Lake Hennessey and Milliken Reservoirs.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2025-26 budget.
Consequences if not approved:	The watersheds surrounding Lake Hennessey and Milliken Reservoirs will not be sampled and additional information about the water quality in the reservoirs will be absent.

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. 200194B

City of Napa Agreement No. C2019-369

AMENDMENT No. 2

MEMORANDUM OF UNDERSTANDING FOR WATER QUALITY MONITORING OF THE HENNESSEY AND MILLIKEN WATERSHEDS

This Amendment No. 2 (this "Amendment") to Napa County Agreement No. 200194B and City of Napa Agreement No. C2019-369, Memorandum of Understanding for water quality monitoring of the Hennessey and Milliken Watersheds (the "MOU") is effective on the date last signed by and between the City of Napa, a California charter city ("CITY"), and Napa County, a political subdivision of the State of California ("COUNTY"). CITY and COUNTY may be identified as "a Party," or collectively, as "the Parties". The Parties each constitute a public agency as defined in California Government Code Section 6500. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MOU.

RECITALS

WHEREAS, residents of the COUNTY live in the Hennessey and Milliken Watersheds (collectively "Watersheds"); and

WHEREAS, the CITY provides municipal water service to over 80,000 residents, including the entirety of the CITY, as well as portions of the incorporated County; and the CITY obtains water supply to serve its municipal water service customers from the surface water flows across the Watersheds located in the unincorporated area of the COUNTY, which are captured in CITY reservoirs at Lake Hennessey and Milliken Lake; and

WHEREAS, the CITY and COUNTY share the vision of protecting water quality within the Watersheds, especially those that contribute to drinking water sources throughout Napa County; and

WHEREAS, the Parties entered into the MOU on November 19, 2019; and

WHEREAS, Amendment No. 1 to the MOU was executed by the Parties on November 8, 2022 to amend the term and scope of work, and make other revisions; and

WHEREAS, the Parties now wish to amend the MOU to update the pricing of laboratory analytical services and extend the term to June 30, 2026.

NOW, THEREFORE, CITY and COUNTY agree as follows:

1. Section 1 is amended to read in full as follows:

1. TERM; TERMINATION FOR CAUSE. This MOU shall commence on November 19, 2019 and shall terminate on June 30, 2026 unless extended by an amendment to this MOU in accordance with Section 17. This MOU may be terminated by: (1) mutual agreement of the Parties; (2) by the non-defaulting Party in the event the defaulting Party fails to cure a breach under Sections 2 or 3 of this MOU within thirty (30) days of receiving written notice, or (3) in accordance with Section 10 of this MOU.

2. Section 3(c) INVOICING AND PAYMENT, Maximum Contribution is amended in full as follows:

(c) Maximum Contribution. The combined maximum not to exceed costs incurred for the scope of work set forth in Exhibit A-2, excluding the labor required to conduct the sampling pursuant to Section 2(c), shall not exceed $500,000 per fiscal year ($250,000 per Party). The COUNTY Director of Planning Building and Environmental Services and CITY Public Utilities Director shall review incurred and anticipated costs under this MOU on a quarterly basis. If during one of these reviews it is anticipated that the costs to complete the Scope of Work in Exhibit A-2 may exceed the maximum amount set forth in this subsection, CITY and COUNTY agree to consider an amendment to this MOU.

3. All references to Exhibit "A" and "A-1" in the MOU and Amendment No. 1 shall mean Exhibit "A-2", attached to this Amendment and incorporated herein by reference.

4. Except as provided in paragraphs 1-3 above, the terms and provisions of the MOU together with Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the MOU was executed by the parties hereto as of the last date of execution below.

CITY OF NAPA, a California charter city:

_____
(Signature)

Joy Eldredge, Utilities Director
(Type name and title)

NAPA COUNTY, a political subdivision of the State of California**:**

_____
(Signature)

Anne Cottrell, Chair of the Board
(Type name and title)

ATTEST:

_____
(Signature)

Neha Hoskins, Clerk of the Board
(Type name and title)

COUNTERSIGNED:

APPROVED BY THE BOARD:

(Signature)	(Date)
Erika Leahy, City Auditor (Type name and title)	(Deputy Clerk of the Board)
APPROVED AS TO FORM:	**APPROVED AS TO FORM:**
(Signature)	*Chris R.Y. Apallas,* Deputy (Signature)
Chris Diaz, Interim City Attorney	November 6, 2025

EXHIBIT "A-2"

PROPOSED SCOPE OF WORK:

The following generally describes the scope of work that may be performed by the Parties to implement the Hydrology and Water Quality Monitoring Plan recommendations using their own labor and agreed upon consultants, contractors and laboratories retained by one or both Parties.

Expected outcomes from this MOU include the following:

- Establish new or enhance existing water quality monitoring sites within the Hennessey and Milliken watersheds.
- Measure water quality parameters in the field, collect water samples, and perform laboratory analyses that meet US EPA and California Environmental Laboratory Accreditation Program (CA-ELAP) certification standards at an agreed upon frequency using said sites.
- Develop an appropriate database and repository to organize and store collected data. Perform preliminary data analyses.
- Perform appropriate public outreach to landowners, stakeholders, and the community.
- Incorporate water quality data into WARMF model.
- Complete training sessions for City and County staff to run WARMF model, input data, and run scenarios.

Specific tasks are presented as follows:

Task 1: Watershed Monitoring Site Development

The Hydrology and Water Quality Monitoring Plan ("Plan") identified existing locations where watershed monitoring is being performed. It also recommended a number of new sites be developed. The Parties have previously agreed on a program of monitoring sites to be sampled consistent with the Plan that can be utilized to collect the water quality data described in Task 2. Parties agree to continue sampling at these established monitoring sites unless the necessity to revise monitoring sites presents itself at which time revisions to monitoring sites will be made upon mutual agreement of the Parties. Such development may include, but is not limited to, securing legal and physical access, purchase and placement of monitoring equipment, and construction of site improvements. Any changes in the number or location of monitoring sites shall be subject to the contracting and appropriation limits described in the Agreement and approved by both the COUNTY Director of Planning, Building and Environmental Services and CITY Utilities Director. All work performed by City and County staff at 50/50 effort.

Task 2 – Data Collection and Laboratory Analyses

The Plan recommended monitoring a number of water quality constituents at various frequencies for routine and storm related events. The Parties have jointly agreed on the initial parameters, frequency, and

locations for such monitoring. Over the term of this MOU, the Parties may agree to change the parameters, frequency, and locations of monitoring in response to the results of prior monitoring and analyses. The parameters include analyses that are performed in the field and others that will require use of a laboratory. Laboratory work performed in-house by CITY's laboratory or by a mutually agreed upon outside laboratory retained by CITY will be reimbursed by COUNTY for half of the costs of direct labor, materials, equipment, supplies, and services in accordance with Section 2 of this MOU. The City and County will each contribute the labor for field sampling.

Monitoring parameters include those listed in the table below. Any changes in the number or range of sampling constituents shall be subject to the contracting and appropriation limits described in the Agreement and approved by both the COUNTY Director of Planning, Building and Environmental Services and CITY Utilities Director.

Budget for water quality analyses are based on the parameters and costs as defined in Table 1.

Table 1 Cost of CA-ELAP Certified Laboratory Analyses as of June 2025

Description	Turn Around Time (TAT)	Quantity	Per Unit	Total Cost
625.1 Semivolatiles	Standard	1@	$ 541.80	$ 541.80
Ammonia as Nitrogen (NH3-N)	Standard	1@	$ 52.20	$ 52.20
Calcium, Total, ICPMS-CM	Standard	1@	$ 41.40	$ 41.40
Carbonaceous Biochemical Oxygen Demand	Standard	1@	$ 83.70	$ 83.70
Chloride, by Ion Chromatography	Standard	1@	$ 56.70	$ 56.70
Digestion for ICP-MS	Standard	1@	$ 32.40	$ 32.40
Dissolved Organic Carbon(DOC)	Standard	1@	$ 95.40	$ 95.40
EPA547-Glyphosate	Standard	1@	$ 218.00	$ 218.00
Electrical Conductance	Standard	1@	$ 41.40	$ 41.10
Hardness, Titration	Standard	1@	$ 45.90	$ 45.90
Lab Filtration for DOC	Standard	1@	$ 36.00	$ 36.00
Lab Filtration for Nutrients Analysis	Standard	1@	$ 36.00	$ 36.00
Nitrate + Nitrite as N (NO3+NO2-N)	Standard	1@	$ 56.70	$ 56.70
Nitrogen, Total Kjeldahl (TKN)	Standard	1@	$ 82.80	$ 82.80
OC Pesticides & PCBs by 625.1	Standard	1@	$ 229.50	$ 229.50
OC Pesticides by 625.1 Extended	Standard	1@	$ 229.50	$ 229.50
Phosphate as P, Ortho	Standard	1@	$ 49.50	$ 49.50
Solid, Volatile & Suspended (VSS & TSS)	Standard	1@	$ 101.70	$ 101.70
Soluble Kjeldahl Nitrogen	Standard	1@	$ 82.80	$ 82.80
Sulfate, Total	Standard	1@	$ 56.70	$ 56.70
Total Alkalinity	Standard	1@	$ 45.90	$ 45.90

Total Dissolved Solids (TDS)	Standard	1@	$ 62.10	$ 62.10
Total Organic Carbon (TOC)	Standard	1@	$ 95.40	$ 95.40
Total Phosphorus as P	Standard	1@	$ 70.20	$ 70.20
Total Phosphorus as P, Dissolved	Standard	1@	$ 70.20	$ 70.20
Turbidity	Standard	1@	$ 41.40	$ 41.40
			Total:	**$ 2,555.30**
Additional Analysis at 2 Locations				
Chlorophyll	Standard	1@	$ 180.90	$ 180.90
Total Coliform and *E. coli*	Standard	1@	$ 72.90	$ 72.90
			Total:	**$ 253.80**
Additional Analysis at 6 Locations				
PFAS by EPA 537.1	Standard	2@	$ 386.00	$ 524.00
			Total:	**$ 3,144.00**

There are currently 27 identified sampling sites in the two watersheds. A mid-winter storm results in all 27 sites flowing and available to be monitored. During the early and late season sampling events, available sites range from 10-15 sites. In 2024/2025, for example, a total of 144 samples were analyzed (114 in the Hennessey watershed and 30 in Milliken watershed) from November through June. The current budget supports ongoing monitoring at this level. The budgeted cost of sampling and analysis is $470,000.

Task 3: Database Development and Analyses

The Parties will jointly decide on location to store and secure collected water quality information. The watershed model developed as part of the Study may be used for trial analysis of collected information. A shapefile of analytical data entered into the WARMF model will be created such that it can be viewed on County and City GIS platforms. The use of GIS is recognized as beneficial to facilitate spatial understanding of data similarities and anomalies.

Task 4 – Public and Stakeholder Outreach

The Parties shall jointly participate in reaching out to the public, landowners, and other stakeholders. The Parties shall jointly agree on information to be released. All work performed by City and County staff at 50/50 effort.

Optional Task 5 – Update to WARMF Model and staff training

Task 5, if needed, is a professional services contract executed between County of Napa PBES and Systech Water Resources. The efforts will be managed jointly and 50% of costs reimbursed by City of Napa. The

County Contract with Systech Water Resources includes scope of work to Update the WARMF Database and hold a training workshop at an estimated cost of $30,000, for technical support associated with use of the WARMF model. The Parties shall jointly coordinate staff representatives of County and City to attend a hands-on workshop by Systech Water Resources to learn how to install and open the model, view model inputs and outputs, update the model, create scenarios and run the WARMF model. The base model shall be write-protected by year so as to ensure integrity of model parameters and held by the hired party, Systech Water Resources.

SCHEDULE

It is anticipated that sampling, data collection, and analysis may continue for decades. It is also anticipated that 5-10 years of data must be available for the model to be sufficiently calibrated and reliable and for any interpretation of the data to be reflective of water quality trends or conditions.

BUDGET

Tasks 1, 3, and 4 are performed by City and County staff. Task 2 and Task 5 require budget expenditures for implementation.

Table 2 Budget Expenditures for Tasks 1-5

Description	Total Budget Expenditures
Task 1:Watershed Monitoring Site Development 50% each City/County staff labor	$0
Task 2: Data Collection and Laboratory Analyses	$470,000
Task 3: Database Development and Analyses 50% each City/County staff labor	$0
Task 4: Public and Stakeholder Outreach 50% each City/County staff labor	$0
Optional Task 5: Update to WARMF Model and Staff Training	$30,000
TOTAL:	**$500,000**
City of Napa 50% contribution	$250,000
County of Napa 50% contribution	$250,000

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:** 12/16/2025 | **File ID #:** 25-1948

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Budget Amendment and Capital Asset Purchase of LiveScan System

RECOMMENDATION

Authorize the purchase of a capital asset for a LiveScan fingerprinting system from IDEMIA, for the replacement of the existing system located at Probation's Juvenile Hall; approve a sole source, waiver of competitive bidding, and approve a Budget Amendment with appropriation authority for the Probation department. (Fiscal Impact: $30,600 Expense; Sheriff's Fingerprint Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The LiveScan system located in the Juvenile Hall was purchased in 2020 and has reached its shelf life and replacement is needed. Based on California's Title 15 regulations, which provide minimum standards for juvenile facilities, Juvenile Halls are required to fingerprint and digitally photograph every youth upon booking. This is a mandatory part of the intake process.

Funding for the purchase of the LiveScan is provided from the Sheriff's Fingerprint ID Special Revenue Fund. Funds must be used for the purchase, operation and maintenance of automated mobile and fixed location fingerprint equipment.

The purchase price includes a one-year warranty.

Requested Actions:

1. Authorize the purchase of a LiveScan fingerprint system for the Juvenile Hall and establish a fixed asset.

2. Approve a Budget Amendment for the purchase of a capital asset in the amount of $30,600

a. Increase appropriations $30,600 in the Probation budget (Fund 1000, Subdivision 1421000, Account 55400) to purchase the equipment, offset by an increase in the Transfer In from the Sheriff's Fingerprint Fund for the same amount; and

b. Increase appropriations by $30,600 in the Sheriff's Fingerprint Fund Transfers Out (Fund 2420, Subdivision 1360051, Account 56100) to allow the transfer of funds.

3. A waiver of competitive bidding requirements and sole source award for the purchase of a LiveScan fingerprinting systems from IDEMIA for a total of $30,600 pursuant to County Ordinance Code 2.36.090.

4. Disposal of the current LiveScan fingerprint system (Asset 101121, Tag 27899) when the equipment is replaced.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	If the Board approves this item, the LiveScan will be budgeted in Probation's Juvenile Hall - 1421000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Title 15 regulations, enforced by the Board of State and Community Corrections (BSCC) require Juvenile Halls to fingerprint every youth booked into the facility as part of intake and detention procedures.
Is the general fund affected?	Yes
Future fiscal impact:	The first-year warranty is included in the purchase. The warranty subscription for subsequent years will be budgeted accordingly in the Probation Budget, 1421000.
Consequences if not approved:	The current LiveScan will not be serviceable due to its expiration of useful life.
Additional Information	The Sheriff's Fingerprint ID Non-Operating Fund uses proceeds from vehicle licensing fees for fingerprinting equipment and processing. The Sheriff's Office supports using the Non-Operating Fund to purchase Probation's LiveScan system.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1970

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Project Creation and Budget Amendment for the "Ag Building Rehabilitation Project," PW 26-16

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 26019 for the "Ag Building Rehabilitation Project," PW 26-16; and approve a Budget Amendment. (Fiscal Impact: $177,800 Expense; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Agricultural Commissioner's Office is responsible for the implementation of federal, state, and local regulatory programs within Napa County. The regulated programs are designed to promote agriculture and protect the environment and public health. One such environmental program is Senate Bill 7 which mandates that newly constructed multi-unit residential buildings applying for water service after January 1, 2018, must install water submeters for each individual unit. To support this effort, this project will remodel the County's Agricultural Warehouse in preparation for installation of a new water meter test bench. The new test bench will feature an increased testing capacity to meet the comprehensive testing of all water meters throughout Napa County.

The building was previously used for storing pesticide supplies and will now be converted into a testing center to house the new water meter test bench. The remodel will include replacement of old plumbing and lighting fixtures, wall demolition to widen the interior space, and the installation of a new mini-split (cooling) unit. The project is anticipated to begin design this Winter 2025 with completion expected in 2026; construction may carry over into Fiscal year 2026-27.

The current funding requested will cover the project design phase including staff time and COAR Architects Engineering Services. Funding for this project will be covered using the available budget in the Agricultural Commissioner-Sealer's budget. The Agricultural Commissioner's office has noted $177,800 is the full project budget, however, Agricultural Commissioner will be able to support additional funding if needed with assigned fund balance. Staff anticipates returning to the Board of Supervisors at a later date for approval of the Plans and Specifications, request for authorization to advertise for bids and to provide an estimated project cost.

Requested Actions:

1. Approval of Budget Amendment for the following (4/5 vote required)

    a. Increase Transfer Out appropriations by $177,800 in the Agricultural Commissioner-Sealer budget (Fund 1000, Sub-Division 1600000, Account 56100) offset by use of its available fund balance to transfer to project 26019 and increase to its Transfers In revenues (Fund 3000, Sub-Division 3000550, Project 26019, Account 48200); and

    b. Creation of a new Capital Improvement Project for the "Ag Building Rehabilitation Project", PW 26-16 (Fund 3000, Sub-Division 3000550, Project 26019) and increase Engineering Services appropriations for budget design by $177,800 (Fund 3000, Sub-Division 3000550, Project 26019, Account 52145) offset by a transfer-in revenue from the Agricultural Commissioner-sealer Budget.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the Budget Amendment is necessary to begin project design and move the project forward toward construction to comply with Senate Bill 7.
Is the general fund affected?	No
Future fiscal impact:	Future fiscal impact will include routine building maintenance funded through the Agricultural Commissioner-Sealer's budget. General Fund will not be affected, the Ag Weights & Measures SRF (16000-50) will be utilized for any additional expenses along with Ag assigned fund balance.
Consequences if not approved:	If not approved, the rehabilitation cannot begin and preparations for the water meter test bench cannot be completed impacting County conformance with Senate Bill 7.
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.

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Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1989

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Liang Chin Su, Assistant Engineer

SUBJECT: Approval of Amendment No. 2 to Agreement No. 240311B with Nacht & Lewis Architects, Inc. for the South Campus Buildings A & B Maintenance Project, PW 21-37

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 240311B with Nacht & Lewis Architects, Inc., to increase the contract maximum amount from $443,360 to $460,454 to provide additional engineering services for the South Campus Buildings A & B Maintenance Project, PW 21-37. (Fiscal Impact: $17,094 Expense; Capital Improvement Fund; Budgeted; Discretionary)

BACKGROUND

On December 14, 2021, the Board of Supervisors approved the creation of Project 22008 and approved a Professional Services Agreement (PSA) with YEI Engineers to assess the heating, ventilation, and air conditioning (HVAC) system for necessary upgrades for buildings A and B at South Campus. Since then, YEI Engineers has completed the investigation and provided the technical memorandum to the Public Works staff. The HVAC equipment has exceeded its useful life and is unable to meet the cooling demands during the intense summer heat. The assessment also revealed that not only do the air conditioning units need to be replaced but upsized as well.

During the HVAC assessment, staff also identified several building maintenances needs, which include a roof replacement for Building A and new paint and window sealant for Buildings A & B, to address energy saving needs and leakage issues. On July 18, 2023, the Board of Supervisors approved a budget amendment of $250,000 to utilize the on-call contract with Nacht & Lewis Architects, Inc. (N&L), who were selected through a Request for Qualifications (RFQ), to investigate the building exteriors and provide design recommendations with cost estimates and construction timeline to properly maintain South Campus Building A and B.

On March 26, 2024, the Board approved and signed a PSA for a maximum of $418,320 with N&L to prepare construction documents.

On August 6, 2024, the Board approved the plans and specification for the window sealant portion of the South Campus Buildings A & B Maintenance Project and on September 10, 2024, the Board awarded a construction

contract to Bridges Construction of Kelseyville for their low bid of $509,760 and approved a budget amendment of $714,664 to fund the project which has been completed.

On December 17, 2024, the Board approved the plans and specification for the HVAC, Roof Replacement, and the painting of South Campus Building A (and B for painting only) and on February 25, 2025, the Board awarded a construction contract to CWS Construction Group, Inc., of Novato, CA for their low base bid of $5,145,000 and approved a budget amendment of $6,864,115 to fund the remainder of the project.

During construction, staff received requests for information (RFIs) from the contractor regarding existing conditions which required additional design and engineering to respond, such as the mechanical screen wall structural calculations, airflow design conditions, and site visits from consultants for tests to determine the installation conditions of the joint sealant and new paint. On September 23, 2025, the Board approved Amendment No. 1 in the amount of $25,040 for Nacht & Lewis to be on-site to verify the conditions of the building and provide additional information to ensure the completion of the project as designed.

Staff also requested additional visits from the consultants to verify roof installation and additional locations of the joint sealant, as well as the structural capacity of the mechanical curb since the contractor needed to relocate the pedestal of the new roof top units. The approval of Amendment No. 2 in the amount of $17,094 will compensate the consultant for the additional construction support services that were identified during construction.

Requested Actions:

1. Approve and authorize Amendment No. 2 to Agreement No. 240311B with Nacht & Lewis Architects, Inc., to increase the maximum not to exceed contract amount to $460,454 for providing additional engineering services for the South Campus Buildings A & B Maintenance Project, PW 21-37.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The project is funded under Fund 3000, Sub-Division 3000504, Project 22008, Account 52360
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is needed to compensate the consultant for additional construction support services identified during construction
Is the general fund affected?	No
Future fiscal impact:	Construction will be completed in FY 25-26 and have no additional fiscal impact beyond routine maintenance
Consequences if not approved:	The additional support services was crucial to ensure the proper completion of the project
Additional Information	Strategic Initiative: 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

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

AMENDMENT NO. 2 TO

NAPA COUNTY AGREEMENT NO. 240311B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment No. 2") of NAPA COUNTY AGREEMENT NO. 240311B is made and entered into as of this 9th day of December 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Nacht & Lewis Architects, Inc., a California corporation, whose business address is 600 Q Street, Suite 100, Sacramento, CA 95811 hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 240311B with CONSULTANT on March 12, 2024 ("Agreement"), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the South Campus Buildings A&B Maintenance Project, PW 21-37 ("Project"); and

WHEREAS, on September 23, 2025, COUNTY and CONSULTANT entered into Amendment No. 1 to increase the scope and compensation; and

WHEREAS, COUNTY and CONSULTANT now desire to amend the Agreement to increase the scope and compensation in order to provide additional engineering design and support services for the Project.

TERMS

NOW, THEREFORE, COUNTY and CONSULTANT hereby amend the Agreement as follows:

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

   Scope of Services. CONSULTANT shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement, as originally approved and is incorporated by reference herein, those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement, and those additional services set forth in Exhibit "A-2" attached to this Amendment No. 2 of the Agreement. Exhibit A-2 is attached hereto and incorporated herein by this reference.

2. Paragraph 3, subparagraph (c), of the Agreement are amended to read in full as follows:

   Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **FOUR HUNDRED SIXTY THOUSAND FOUR HUNDRED FIFTY-FOUR AND 00/100**

DOLLARS ($460,454); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Except as provided in paragraphs 1 and 2 above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 2 to Napa County Agreement No. 240311B as of the date first above written.

NACHT & LEWIS ARCHITECTS, Inc.

By_____
MIKE PARROTT, President

By_____
ERIC FADNESS, Secretary

"CONSULTANT"

NAPA COUNTY, a political subdivision of
the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	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: November 19, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT "A-2"

SCOPE OF WORK

The CONSULTANT will provide COUNTY with the following additional services for the South Campus Buildings A&B Maintenance Project, PW 21-37:

- Additional Construction Support Services
    - Additional site visits and consultations from Allana Buick Bers (ABB) for the inspection of the installation of exterior coatings, sealants, and roofing work - $12,144.
    - Site visits for Buehler to inspect the existing structural conditions and provide revised details for the new HVAC units - $4,950.

Compensation:
CONSULTANT shall be compensated for a not-to-exceed fee of $17,094 for the additional services, above.

CONSULTANT shall be compensated for the total services for a new not-to-exceed amount of $460,454.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-2000

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Graham Wadsworth, P.E., Engineering Supervisor

SUBJECT: Approval of Amendment 3 to Purchase and Sale Agreement No. 230262B in support of the Construction of the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 230262B with Christopher A. Marusich and Michelle F. Del Rosario, Trustees of the Marusich Family Revocable Trust Dated May 4, 2017, to increase the maximum compensation from $195,282 to $199,082 to provide a housing accommodation during the construction of the Dry Creek Road Bridge over Dry Creek Replacement Project. (Fiscal Impact: $3,800 Expense; Roads Fund; Budgeted; Discretionary)

BACKGROUND

The Dry Creek Road Bridge over Dry Creek (0.8 miles west of Mt. Veeder Rd.) is over 100 years old. Caltrans identified the bridge as structurally deficient, functionally obsolete, and unstable due to scour under the north abutment. The substructure of the existing bridge has cracking and weathering of the mortar in the joints of the stone masonry abutments. The width is only 18 feet between the barriers, which does not meet the American Association of State Highway and Transportation Officials (AASHTO) standard of 11-foot minimum lanes.

AASHTO is a standards setting body which publishes specifications, test protocols, and guidelines that are used in highway design. The proposed bridge structure will consist of an approximately 80-foot-long by 32-foot-wide, single-span concrete slab bridge that would be constructed on pre-cast and pre-stressed concrete girders. The project also includes 900 feet of new roadway to remove two curves in Dry Creek Road. County staff anticipates that the contractor will build the project in four stages to minimize the disruption to traffic and this would require work in Dry Creek over two summers. On May 6, the Board awarded a construction contract to Gordon N. Ball and approved a Budget Amendment for the construction and construction management services.

During the project design, the consultant determined that the County would need to purchase right-of-way, maintenance, and temporary construction easements on the Marusich property to construct the Project. On July

18, 2023, the Board authorized the Chair to sign Purchase and Sale Agreement No. 230262B. The County paid the property owners and recorded the easements. On March 12, 2024, the Board approved and authorize a revised Temporary Construction Easement Deed with Christopher A. Marusich and Michelle F. Del Rosario (Trustees). On June 17, 2025, the Board approved Amendment No. 1 to extend the duration of the temporary construction easement to April 2, 2028, and compensate the property owners with $18,282.

The construction contractor's work has created a good deal of noise and dust (despite their dust control measures) and the Marusich family requested housing accommodation to live away from the Project during earthwork operations, which could continue through October. After researching housing options and costs, the Trustees and County staff agreed to a maximum $18,000 for actual expenses. On September 9, 2025, the Board approved Amendment 2.

The contractor continued earthwork operations after November 1 and the Trustees incurred additional housing expenses. County Counsel approved the amendment, the amendment has been presented to the property owners for signature, and the Director is recommending approval of the amendment.

Requested Action:

1. Approve and authorize Amendment No. 3 to Purchase and Sale Agreement No. 230262B.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The project is currently budgeted in Fund 2040, Sub- Division 2040500, Project 14009.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The amendment is required to mitigate the effects of the construction of the bridge project.
Is the general fund affected?	No
Future fiscal impact:	The Dry Creek Road Bridge Replacement Project is eligible for 100% Federal Highway Bridge Program (HBP) and Toll Credit funding; however, some expenses may not be eligible and will be paid for by the Measure T funds. The construction began in Fiscal year 2024-25 and anticipated to be completed in fiscal year 2026-27.
Consequences if not approved:	The County could be liable for damages suffered by the Trustees.

Additional Information	In Fiscal Year 2016-17, the Board budgeted $958,420 from theRoads Fund to cash flow the consultant and County staff expenses during design/engineering. Caltrans has reimbursed most of the expenses for design/engineering and right-of-way acquisitions to date. On July 13, 2021, the Board approved a $321,054 budget transfer from the Measure T fund. On December 14, 2021, the Board approved a $133,150 budget transfer from the Measure T fund. On June 7, 2022, the Board approved a $900,000 budget transfer from the Accumulated Capital Outlay (ACO). On February 28, 2023, the Board approved a $600,000 budget transfer from the ACO. On September 24, 2024, the Board approved a $175,000 budget transfer from the Capital Improvement Fund (formerly ACO). On November 12, 2024, the Board approved a $287,264 budget transfer from the Capital Improvement Fund. On May 6, the Board approved a $9,056,050 budget transfer from the Capital Improvement Fund.

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. On February 1, 2022, the Board adopted a Mitigated Negative Declaration for the Project.

AMENDMENT NO. 3
OF
NAPA COUNTY AGREEMENT NO. 230262B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 230262B is made and entered into as of this 16th day of December, 2025, by and between **CHRISTOPHER A. MARUSICH, TRUSTEE AND MICHELLE F. DEL ROSARIO, TRUSTEE OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017** (hereinafter referred to as "GRANTOR") and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as "GRANTEE"). The GRANTOR and GRANTEE may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, GRANTOR entered into Napa County Agreement No. **2302626B** with GRANTEE on July 18, 2023 (the "Agreement"), in order for the GRANTEE to purchase a permanent right of way easement, a non-exclusive permanent maintenance easement and a temporary construction easement (TCE), the interests to be conveyed being referred to hereinafter as the "the Property", from the GRANTOR for the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR conveyed the Property for the purchase amount of $159,000.00, GRANTEE accepted the Property, GRANTEE paid GRANTOR and GRANTEE recorded the permanent easement and TCE deeds for the Property; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR executed a TCE for the period ending April 1, 2025. The apportioned amount for the TCE of the $159,000.00 consideration was $7,900.00; and

WHEREAS, the GRANTOR and GRANTEE executed Amendment 1 to extend the TCE through April 2, 2028 and the GRANTEE paid GRANTOR $18,282.00 for such extension.

WHEREAS, the GRANTOR stated that there was an unreasonable amount of dust caused by the construction and requested payment for housing away from the Project and the GRANTEE was willing to reimburse the GRANTOR for reasonable costs to stay in a hotel or rent a house through November 1, 2025.

WHEREAS, the GRANTOR and GRANTEE executed Amendment 2 to include the additional allowance of a maximum of $18,000.00 for temporary housing through November 1, 2025.

WHEREAS, the construction continued past November 1 and the GRANTOR incurred additional temporary housing expenses,

WHEREAS, by reason of the foregoing, it is now the desire of the parties hereto to amend said

Agreement to review the temporary housing allowance to a maximum of $21,800.00 through November 9, 2025.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTEE and GRANTOR hereby amend the Agreement as follows:

1. Paragraph 2.G is amended in its entirety to read as follows:
   2. GRANTEE shall:
   G. Upon receipt of documentation from GRANTOR showing actual expenses incurred for temporary housing accommodations through November 9, 2025, review and reimburse GRANTOR up to **Twenty-one Thousand Eight Hundred Dollars ($21,800.00)**. GRANTEE shall not reimburse non-housing expenses (e.g., meals, entertainment, etc.).

2. Paragraph 3.E is amended in its entirety to read as follows:
   3. GRANTOR shall:
   E. Submit to GRANTEE for review and reimbursement receipts showing actual expenses incurred for temporary housing accommodation through November 9, 2025. GRANTOR shall not submit non-housing expenses (e.g., meals, entertainment, etc.) for reimbursement.

3. Except as provided in Paragraphs 1 through 2 above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE:

NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By: _____
Anne Cottrell, Chair of the Board of Supervisors

GRANTOR:

CHRISTOPHER A. MARUSICH, TRUSTEE AND MICHELLE F. DEL ROSARIO, TRUSTEE OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017

By: _____, Trustee
Christopher A. Marusich, Trustee

Date: 12/8/2025

By: _____
Michelle Del Rosario, Trustee

Date: 12/8/25

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: December 1, 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: _____

DRY CREEK ROAD BRIDGE REPLACEMENT PROJECT, RDS 15-22						
November 26, 2025						
Project 14009						
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	$6,380,821	$0	$6,380,821	$3,240,521	51%	$3,140,300
Construction Contingency (10%)	$633,182	$0	$633,182	$0	0%	$633,182
Design and Engineering:	$2,160,310	$0	$2,160,310	$2,008,580	93%	$151,730
Design and Engineering Contingency (5%)	$108,016	$0	$100,000	$0	0%	$100,000
Lands and Temporary Construction Easement	$750,000	$0	$750,000	$769,179	103%	($19,179)
Construction Management, Inspection, and Administration	$1,615,416	$0	$1,615,420	$610,445	38%	$1,004,975
County Project Management/Administration (PE+ROW+CE)	$351,400	$0	$351,400	$312,507	89%	$38,893
CM/CA/INSP Contingency	$178,205	$0	$178,205	$0	0%	$178,205
Permits/ Mitigation / Post Construction Maintenance/ Reporting	$461,600	$0	$461,600	$33,195	7%	$428,405
TOTAL	**$12,638,949**	**$0**	**$12,630,938**	**$6,974,427**		**$5,656,511**
Prepared by Graham Wadsworth, P.E.						

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-2001

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Graham S. Wadsworth, P.E., Engineering Supervisor

SUBJECT: Agreement with the Napa Valley Vine Trail Coalition for the Napa Valley Vine Trail between St. Helena and Calistoga, RDS 23-19 and approval of a Budget Amendment.

RECOMMENDATION

Approve and authorize Agreement No. 260252B with the Napa Valley Vine Trail Coalition for the term through June 30, 2026, with a maximum compensation of $85,000 for the Napa Valley Vine Trail between St. Helena and Calistoga, RDS 23-19; and approval of a Budget Amendment. (Fiscal Impact: $85,000 Expense; Roads Fund; Not Budgeted; Discretionary)

BACKGROUND

On October 20, 2020, the Napa Valley Transportation Authority (NVTA) and Caltrans executed a Cooperative Agreement to design and construct the Napa Valley Vine Trail (NVVT) between St. Helena and Calistoga. On December 7, 2021, the Board approved a Maintenance Agreement with Caltrans for the County to maintain the NVVT. In May 2022, NVTA hired Ghilotti Construction to construct portions of the NVVT in the Caltrans right-of-way and over private properties between the City of St. Helena and City of Calistoga limits. On January 27, 2025, NVTA filed a Notice of Completion and Napa County took responsibility for maintenance.

On June 26, 2023, the Board approved Agreement 230397B between the Napa County Regional Park and Open Space District (NCRPOSD), Napa Valley Vine Trail Coalition (NVVTC), and County for the NVVTC and County to split the costs for the NCRPOSD to maintain the bicycle and pedestrian multi-use path in the unincorporated portion of the Vine Trail.

During rain storms during early 2025, NVVTC and Napa County staff identified drainage problems for property owners adjacent to the Project that were exacerbated by the Project. Volunteers fixed some of the problems; however, a construction contractor is required to construct some drainage improvements, which are “non-routine” maintenance. Section 7.1 of Agreement 230397B states that “If Non-Routine Maintenance at some point becomes necessary on the County Section, County and the Coalition shall meet and confer to resolve such issues and shall address such work and their respective responsibilities for the cost of such work in

good faith."

Between York Lane and the driveway to 2930 ST. Helena Highway, the Project diverted water onto private property and NVVTC and County staff agreed to evenly split the cost of constructing a curb, gutter, and underdrain system. Between Mill Creek and the driveway to 3414 St. Helena Highway, the Project diverted water onto private property and NVVTC and County staff agreed to evenly split the cost of a drainage inlet and swale to mitigate the issue. The NVVTC requested bids and hired Azul Works to construct the improvements for $131,895 with prevailing wage rates. Azul Works also submitted a $24,225 change proposal to construct an underdrain between York Lane and the driveway to 2930 St. Helena Highway. The Napa County share is $78,060; however, staff recommends a $6,939 contingency for a total budget of $85,000. Director recommends that the Board of Supervisors approve the Agreement.

Requested Action.

1. Approve and authorize Agreement No. 260252B with Napa Valley Vine Trail Coalition to provide funding in the amount of $85,000; and

2. Approval of a Budget Amendment for the following (4/5 vote required):

   a. Increase Intrafund Transfers Out appropriations by $85,000 in the Roads Operations budget (Fund 2040, Sub-Division 2040000, Account 57900) offset by use of its available fund balance to fund Project 26007 and increase to its Intrafund Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 26007, Account 49900); and

   b. Increase Construction Services appropriations in Project 26007 by $85,000 (Fund 2040, Sub-Division 2040500, Project 26007, Account 52360) offset by Intrafund Transfers In revenues from the Roads Operations budget.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approving the agreement will support the NVVT and better protect the safety of future trail users; however, the Board could choose not to make the drainage improvements.
Is the general fund affected?	No
Future fiscal impact:	The County is obligated to operate and maintain the multiuse path, and the Napa Valley Vine Trail Coalition (NVVTC) has committed to paying half the expenses. The County will reimburse the NVVTC with Roads Operations funding.
Consequences if not approved:	Napa County could be held liable for damages caused by the drainage issues.
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].

NAPA COUNTY AGREEMENT NO. 260252B

FUNDING AGREEMENT BETWEEN THE VINE TRAIL COALITION AND NAPA COUNTY TO MEMORIALIZE RESPONSIBILITIES AND FUNDING COMMITMENTS FOR NON-ROUTINE MAINTENANCE WORK ON THE ST. HELENA TO CALISTOGA SEGMENT OF THE VINE TRAIL

This Funding Agreement (Agreement) is entered into as of this 16th day of December, 2025, ("Effective Date") by and between the Napa Valley Vine Trail Coalition, a California non-profit corporation (the Coalition), whose address is 3299 Claremont Way #5, Napa, CA 94558, and Napa County (County), a political subdivision of the State of California for the remediation of which requires the expenditure of funds for associated construction work (the "Project")

RECITALS

A. The Coalition is a 501(c) nonprofit organization established in 2008 for the purpose of creating a 47-mile walking and biking trail system connecting Vallejo to Calistoga (the Vine Trail).

B. The Coalition and County, together with the Napa County Regional Parks and Open Space District, entered into Agreement 230397B on July 27, 2023, to provide for maintenance and funding for the St. Helena to Calistoga Segment of the Vine Trail Project, ("Agreement 230397B"), which is incorporated herein by this reference.

C. The Coalition, the County, and various property owners between St. Helena and Calistoga have identified drainage concerns where the Vine Trail Project created drainage problems for property owners adjacent to the Vine Trail Project and want to hire a contractor to complete non-routine maintenance work to mitigate the problems.

D. The non-routine maintenance is required for non-warranty construction work to improve drainage along the Vine Trail in the areas between 2930 St Helena Hwy and 3414 St Helena Hwy (the "Project"). The two components of the Project are (a) construct a curb and gutter along the Vine Trail at 2930 St Helena Hwy, and (b) improve the drainage system along the Mill Creek Trail Barrier to 3414 St Helena Hwy.

E. The drainage improvements are regarded as "Non-Routine Maintenance" under Agreement 230397B.

F. Section 7.1 of Agreement 230397B provides that, "If Non-Routine Maintenance at some point becomes necessary on the County Section, County and the Coalition shall meet and confer to resolve such issues and shall address such work and their respective responsibilities for the cost of such work in good faith."

G. The County and the Coalition staff met to confirm their understanding regarding this work and these responsibilities. The Coalition agreed to hire a construction contractor at

prevailing wage rates and administer the contract and Napa County agreed to pay for half of the construction costs.

NOW THEREFORE, for and in consideration of the recitals stated above and incorporated herein by this reference, and the mutual obligations of the parties expressed herein, the County and the Coalition hereby agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026; except that the obligations of the Parties under Paragraph 16 (Hold Harmless and 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. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Bids. Three bids at prevailing wage have been received and reviewed. The Azul Works bid has been accepted by the Coalition and Napa County for the total amount of $131,895 (Exhibit A). Azul Works submitted a change order proposal for $24,225.51 (Exhibit B) for a total of $156,120.51.

3. Management of Project and Allocation of Expenses. The Coalition is designated as the contract manager for the Project. The County agrees to provide fifty percent (50%) of the Project costs, not to exceed $78,060.26. The Coalition agrees to fifty percent (50%) of the project costs, not to exceed $78,060.26. Napa County staff want to include a contingency of $6,939.74 for a total budget of $85,000.

4. Funding. The County shall pay Seventy-eight thousand Sixty dollars and Twenty-six cents. ($78,060.26) (the "Funding" or the "Construction Funds") to the Coalition solely and exclusively for the Vine Trail construction funds described in Paragraph 3, or for reimbursement as permitted in Subparagraph 4.2.

4.1 Initial Payment. The County shall make the first payment of Construction Funds to the Coalition within thirty (30) days of executing this Agreement.

4.2 Invoices and Subsequent Payment(s). Any costs above $78,060.26 shall be documented by Coalition and submitted as invoices for reimbursement to the County. The Director of Public Works or their designee is authorized to negotiate and approve changes up to the $85,000 contingency amount on behalf of the County.

5. Accounting. The Coalition shall maintain a separate account for receiving funding payments from the County and shall not commingle the Construction Funds with the Coalition's other funds. The County or its authorized representative may audit the Coalition's records to verify the accuracy of invoices, or the cost or sufficiency of insurance purchased pursuant to this Agreement. The Coalition shall make its records available to the County for inspection and copying during reasonable business hours on reasonable advance notice.

6. No Waivers. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the obligations under this Agreement shall not be construed to be a waiver of such provision or obligation unless the waiver is in writing. Prior waivers shall not preclude the right of either party to thereafter enforce each and every provision of this Agreement.

7. Termination for Cause. Subject to prior mediation under Paragraph 8 below, if either party fails to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party. Termination of this Agreement shall not relieve a party of its obligations that accrued under this Agreement prior to the effective date of termination.

8. Mandatory Non-binding Mediation. If a dispute arises under this Agreement, the parties will endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association (AAA) or any other neutral organization agreed to by the parties. Mediation is mandatory before either party may terminate this Agreement for cause under Paragraph 7.

8.1 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.

8.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in public entity liability or real property rights, and may be selected from lists furnished by AAA (unless the parties mutually agree on another mediator). The parties shall endeavor to agree on a mediator within ten (10) business days after the date a party requests mediation, unless a longer period is mutually agreed to in writing by the Coalition and the County. If the parties are unable to agree on a mediator within that ten-day period, or such other mutually agreed upon period, AAA or the other neutral organization administering the mediation will appoint a mediator who is a retired judge or other neutral with at least ten (10) years experience and who is knowledgeable in public entity liability or real property rights.

8.3 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 not be used for any other purpose unless otherwise agreed by the parties in writing. 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 the 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.

8.4 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 is otherwise agreed upon, in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.

10. Notice. Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

COALITION:
Napa Valley Vine Trail Coalition
Attn: Executive Director
3299 Claremont Way, Suite 5
Napa, CA 94558

COUNTY:
Public Works Director
Napa County
1195 Third Street, Suite 101
Napa, CA 94559

With a copy to (which copy shall not constitute notice):
Clerk of the Board of Supervisors
Napa County
1195 Third Street, Suite 303
Napa, CA 94559

Notice shall be delivered personally, including by messenger or courier, or by certified mail, return receipt requested, postage prepaid. Notices shall be deemed to have been duly given (a) if delivered personally, on the date of delivery; (b) if transmitted by certified mail, on the earlier of (i) the second (2nd) business day after the date of such mailing, or (ii) the date of receipt. The addresses and addressees may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee as stated by written notice, or as provided herein if no written notice or change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

11. Governing Law. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

12. Integration Clause. This Agreement represents the entire agreement between the County and the Coalition regarding the subject matter contained herein. No enforceable oral representations or other agreements have been made by the parties unless otherwise specifically stated herein.

13. Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party, unless otherwise provided in this Agreement.

14. 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.

15. 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.

16. Hold Harmless and Indemnification. To the full extent permitted by law, Coalition and the 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, or other contractors or their 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.

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

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

19. Attorney's Fees. 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 an award of its costs and reasonable attorney's fees incurred in connection with such action.

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.

21. Insurance. The Coalition shall require the contractor to name the County as an additional insured on the contractor's Certificate of Insurance and endorsements.

IN WITNESS WHEREOF, this Agreement is executed by the County, by and through the Chair of the Board of Supervisors, and by the Coalition through its duly authorized officer.

NAPA VALLEY VINE TRAIL COALITION, a non-profit corporation

12/1/2025

By Shawn Casey-White 12/1/25
SHAWN CASEY-WHITE, Executive Director
and Chuck McMinn, NVVTC Board Chair

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: _____ Processed By:	By:_____
Date: December 1, 2025	_____ Deputy Clerk of the Board	

APPROVED AS TO FORM
NVVTC Counsel

By: _____
General Counsel

Date: _____

EXHIBIT "A"

AZUL WORKS' BID

AZUL works, inc.

1400 Egbert Avenue
San Francisco, CA 94124

Tel 415-558-1507
CA License A, B, C5, C8, C10 #780074
DIR #1000003862
Supplier Clearing House WBE & MBE # 15040115

August 29, 2025
Bid Number: 3205

Graham S, Wadsworth, P.E. / Engineering Supervisor
County of Napa / Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559
Graham.Wadsworth@countyofnapa.org

RE: Small Vine Trail Project

Dear Graham,

Thank you for the opportunity to provide pricing for this project. Our proposal is based on the following:

Plan Sheet C2.14 dated 4/24/2024 and Plan Sheet C2.6 dated 9/1/2023

Our cost proposal is as follows:

Scope: Highway 29 between Revana DW & York Lane	**Cost**
EARTHWORK / GRADING • Mobilization / Demob • Survey and Layout • Sawcut and remove asphalt • Excavate for new Curb and Gutter and drainage ditch • Compaction of native subgrade • Place and compact baserock for Gutter and Ditch • 12" AC conform • Grade and Backfill behind Curb and Gutter	$55,120
SITE CONCRETE • Form, place and finish Concrete Curb & Gutter	$23,741
Total Cost	**$ 78,861.00**

Azul Works Inc.
1400 Egbert Avenue | San Francisco, CA 94124
Tel 415-558-1507
CA License A #780074

Scope: Mill Creek and Gamble Driveway	Cost
WET UTILITIES • Construct a drainage inlet with a bike safe grate over the existing pipe • Excavate for new drainage ditch • Compaction of native subgrade • Place and compact baserock for Gutter and Ditch	
Total Cost	**$ 36,510.00**

Scope: Traffic Control for Both Projects	Cost
Provide and set up traffic control	
Total Cost	**$ 16,524.00**

	Cost
GRAND TOTAL	**$ 131,895.00**

Description – Additive Alternates	Cost
Alternate # 1 – Spoil Analytical for Dump Site Classification	$ 15,000.00
Alternate # 2 – SWPPP (Budget)	$ 10,000.00
Alternate # 3 – Third Party Testing (Compaction and Concrete) Budget	$ 10,000.00

Conditions / Clarifications:

- Bid expires after 90 days.
- Union labor; signatory to laborers, operators & cement masons
- All costs are based on an 8-hour day, Monday through Friday.
- It is presumed that native material can be used for utility trench backfill above sand pipe zone
- All excess material is presumed to be clean soil.

Azul Works Inc.
1400 Egbert Avenue | San Francisco, CA 94124
Tel 415-558-1507
CA License A #780074

Exclusions

- Hazardous material abatement
- Drill Holes in existing Concrete Barrier between Mill Creek and Gamble Driveway
- SWPP plan, QSP, QSD or BMP install, maintenance or removal
- All testing, classification, handling, removal, disposal of any contaminated and/or hazardous materials(s)
- Excavation in hard rock
- Hydroseeding
- Landscape and Irrigation
- Sealcoat
- Pavement Markings
- Signage
- Permits or any cost associated with obtaining permits
- Working in inclement weather and conditions resulting from inclement weather
- Third party testing or inspection
- Any item not specifically included is considered excluded

Thank you for the opportunity to provide this bid. Please call me at (415) 558-1507 if you have any questions or need clarifications.

Thank you,

Juan Carlos Esquivel

Azul Works, Inc.

EXHIBIT "B"

AZUL WORKS' CHANGE PROPOSAL

SAN
1400 Egbert Avenue FRANCISCO, CA 94124 TEL 415-558-1507 CA LICENSE A, B, C5, C8, C10 #780074 DIR #1000003862
SUPPLIER CLEARING HOUSE WBE & MBE # 15040115

October 28, 2025
PCO #001 - Deepened Trench Drain

Graham S, Wadsworth, P.E. / Engineering Supervisor County of Napa / Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559
Graham.Wadsworth@countyofnapa.org

RE: Small Vine Trail Project

Dear Graham,

Thank you for the opportunity to provide pricing for this project. Our proposal is based on the following:

Plan Sheet C2.6 dated 10/15/2023 Our cost proposal is as follows:

Scope: Highway 29 between Revana DW & York Lane	**Cost**
EARTHWORK / DEEPENED TRENCH DRAIN • 3 days to excavate for new 2' x various depth drainage ditch • Install two 12" x 12" plastic area drains • Off haul of excess spoils and import of new drain rock • Install 6" perforated pipe 3" perforated pipe is credited in price	$24,225.51
Total Cost	**$24,225.51**

Conditions / Clarifications:

- Bid expires after 90 days.

- Union labor; signatory to laborers, operators & cement masons
- All costs are based on an 8-hour day, Monday through Friday.
- It is presumed that excavated aggregate base material can be used for utility trench backfill above sand pipe zone
- All excess material is presumed to be clean soil.

Exclusions

- Hazardous material abatement
- SWPP plan, QSP, QSD or BMP install, maintenance or removal
- All testing, classification, handling, removal, disposal of any contaminated and/or hazardous materials(s)
- Excavation in hard rock
- Hydroseeding
- Landscape and Irrigation
- Sealcoat
- Pavement Markings
- Signage
- Permits or any cost associated with obtaining permits
- Working in inclement weather and conditions resulting from inclement weather
- Third party testing or inspection

Thank you for the opportunity to provide this bid. Please call me at (415) 558-1507 if you have any questions or need clarifications.

Azul Works Inc.
1400 Egbert Avenue | FRANCISCO, CA 94124 TEL 415-558-1507 CA LICENSE A #780074

Thank you,

Sebastian Hernandez

Azul Works, Inc.

Vine Trail

SCOPE: Deepened Trench

QUANTITY 287.0 LF

WORK ITEMS	QUANT	UNIT	CY	DURATIONS
Deepened trench drain	287.0	LF		4.00
Total Days:				**4.00**

LABOR COSTS				
Deepened trench drain	3.00	DY	$ 3,640.00	$ 10,920.00
			Subtotal	**$ 10,920.00**

EQUIPMENT COSTS				
Deepened trench drain	3.00	DY	$ 1,280.00	$ 3,840.00
			Subtotal	**$ 3,840.00**

PURCHASE MATERIALS	Quantity	UOM	Unit Cost	Total Cost
STANDARD CONCRETE	1.0	CY	$ 192.00	$ 192.00
3/4" DRAIN ROCK	74.0	Tons	$ 35.00	$ 2,589.13
AREA DRAIN 24" X 24"	2.0	EA	$ 200.00	$ 400.00
FABRIC	1	LS	$ 600.00	$ 600.00
3" PERFORATED PIPE	287	LF	-3	$ (861.00)
6" PERFORATED PIPE	287	LF	5.42	$ 1,555.54
				$ -
TOTAL MATERIALS			**Subtotal**	**$ 4,475.67**

TRUCKING	Quantity	UOM	Unit Cost	Total Cost
Drain rock/ offhaul	8.0	HRS	$ 135.00	$ 1,080.00
Offhaul base rock	5.0	LOAD	$ 150.00	$ 750.00
TOTAL TRUCKING:				**$ 1,830.00**

SUBCONTRACTORS	Quantity	UOM	Unit Cost	Total Cost
TOTAL SUBCONTRACTORS:				**$ -**

TOTAL COST LABOR EQUIPMENT AND MATERIALS:	**$ 21,065.67**
Markup %15	**$ 3,159.85**
TOTAL COST	$ 24,225.51

DEMO CREW

CREW LABOR:		
FOREMAN	$	145.00
OPERATOR	$	120.00
LABORER	$	95.00
LABORER	$	95.00
TOTAL HRLY:	$	455.00
DAILY:	$	3,640.00

CREW EQUIP:		
TOOL TRUCK:	$	40.00
EXCAVATOR	$	75.00
SKID-STEER	$	45.00
TOTAL HRLY:	$	160.00
DAILY:	$	1,280.00

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:** 12/16/2025 | **File ID #:** 25-2026

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Adoption of a Resolution Amending Rents at the Napa County Airport

RECOMMENDATION

Adopt a Resolution amending Section 30.060 of the airport fee schedule, effective January 1, 2026, to remove hangars A5 - A8 from the fee schedule. (Fiscal impact: $20,000 Revenue; Airport Fund; Not Budgeted; Discretionary)

BACKGROUND

The Airport Enterprise Fund is financially self-sufficient, receiving no financial support from the County's General Fund. Staff is requesting an amendment to the airport fee schedule in order to ensure the continued financial viability of the Airport Enterprise Fund. A summary of the requested amendment, as outlined in Exhibit A of the attached resolution, is as follows:

- Amend Sec. 30.060 to remove Hangars A5, A6, A7, and A8 from the schedule.

The proposed amendment will remove these four hangars from the fee schedule to make them available for longer-term leases at market rates, rather than a rate set by the Board of Supervisors on a month-to-month tenancy basis. Each hangar is 60 feet by 60 feet (3,600 s.f.) which is large enough for a twin turbo-prop aircraft or a small twin engine jet. Capital Project 26-07, approved by the Board in June, 2025, allowed for reconstruction of the roof over the hangar building with the four demised aircraft storage areas. At a budgeted cost of $577,942, the project is estimated to be complete by the end of the calendar year. With the improvements, it is believed that offering these four hangar units for longer terms at higher, market-based, rental rates will increase revenue to the airport and allow the airport enterprise to continue to budget for investments in capital repairs to the aging hangar complex. The proposed fee update was presented to the Airport Advisory Commission on December 1, 2025 and the Commission recommended Board approval of the budget as drafted.

This item is specifically exempt from the requirements of Article XIIIC of the California Constitution because it is a charge imposed for entrance to or use of the County of Napa property or the purchase, rental or lease of County property (e.g., facility rental fees, room rental fees, equipment rental fees, on and off-street parking, tolls, franchise, park entrance, museum admission, tipping fees, golf green fees, et cetera).

Recommended Action:

Adopt a Resolution amending Section 30.060 of the airport fee schedule, effective January 1, 2026, to remove hangars A5, A6, A7 and A8 from the fee schedule.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenue will be deposited into the Airport- Operations Fund (Fund 5010; Subdivision 5010000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed amendment will increase rents resulting in additional revenue of approximately $20,000 during fiscal year 2025-26.
Is the general fund affected?	No
Future fiscal impact:	Amending the schedule to remove the four hangars will assist the Airport in collecting an additional $20,000 per year. The proposed fee amendment has been reviewed and recommended by the Airport Advisory Committee.
Consequences if not approved:	If not approved, the Napa County Airport would not be able to increase the hangar rents, ultimately resulting in reduced ability to maintain the airport, including airport-owned hangars.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15273(a) (1) and (2) (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS AMENDING THE FEE SCHEDULE FOR THE NAPA COUNTY AIRPORT TO REMOVE HANGARS A5, A6, A7, & A8 FROM THE SCHEDULE

WHEREAS, the Napa County Airport ("Airport") participates in the Federal Aviation Administration's ("FAA") Airport Improvement Program which requires compliance with thirty-nine Grant Assurances; and

WHEREAS, these FAA grant assurances require in part that airport sponsors "will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection;" and

WHEREAS, Section 4 of the Board adopted General Aviation Leasing/Rents Fees Policy requires the Airport to maintain a rent and fee structure consistent with these FAA Grant Assurances; and

WHEREAS, the County has developed a schedule of Airport fees and charges for the use of the airport and its facilities, taking into account the United States Department of Transportation Federal Aviation Administration (FAA) Policies regarding Airport Rates and Charges and the California State Controller's Office Division of Accounting and Reporting Standards and Procedures for Enterprise Funds; and

WHEREAS, FAA Policy 2.1 (Federal Register Vol. 61, No. 121, RIN 2120-AF90, Docket No. 27782) permits fees and charges to be set by ordinance, statute or resolution, regulation, or agreement; and

WHEREAS, there is a need to amend the airport fee schedule to remove four hangar rentals.

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

1. The Board hereby approves and adopts the changes to the airport fee schedule, shown as being amended by underlining and by strike-out in Exhibit A, attached hereto and hereby incorporated by this reference.

2. The Board hereby directs the County Executive Officer or designee to integrate these changes to the airport fee schedule into one or more documents or matrices memorializing all County fees approved by the Board.

3. The Board finds this resolution is exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section

15273(a)(1) and (2).

4. The changes to the fee schedule approved by this Resolution shall become effective January 1, 2026.

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 16th day of December 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 S. Wolfson* Deputy County Counsel Date: December 3, 2025	Date: Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A

(attach redline of changes to Airport Fee Schedule)

PART 30

AIRPORT

EXHIBIT "A"

Sec. 30.010. General
Sec. 30.015. Standard Hourly Rates
Sec. 30.020. Parking Fees
Sec. 30.030. Fuel Flowage Fees
Sec. 30.040. Airport Landing Fees
Sec. 30.050. Tiedown Rental Fees
Sec. 30.060. Hangar Rental Fees
Sec. 30.070. Reserved
Sec. 30.080. Lease Execution Deposit
Sec. 30.090. Airport Storage Room Fees
Sec. 30.100. Miscellaneous Fees

Sec. 30.010. General

The fees set forth in this Part shall be paid to the Public Works Department, Airport Division.

Sec. 30.015. Standard Hourly Rates

Any request for services that is not described in this part shall be charged at the hourly rate set forth below with a ½-hour minimum for each separate work event. Time shall be billed to the nearest half hour after the first hour and rounded to the nearest dollar. Excess fees shall be refunded.

Standard Hourly Rate for Airport Administrative Staff (includes Airport Manager, Airport Assistant Manager, Administrative Analyst, & Airport Admin Assistant):	$140.00
Standard Hourly Rate for Airport Operations Staff (includes Senior Operations Worker & Operations Worker):	$90.00

Sec. 30.020. Parking Fees

Parking fees are assessed according to the maximum takeoff weight.

The following parking fees are established as overnight/ full 24-hour period.

(a)	0 – 5,000 lbs.	$10.00

The following parking fees are established for **any** portion of a 24- hour period.

(b)	5,001 – 12,500 lbs.	$15.50
(c)	12,501 lbs. -30,000 lbs.	$150.00
(d)	Above 30,000 lbs.	$250.00

Sec. 30.030. Fuel Flowage Fees

The following resale fees are established:

Fuel Flowage Fee for Jet A Fuel	$25.00 per 100 gal.
Fuel Flowage Fee for AvGas	$12.00 per100 gal.
Fuel Flowage Fee for Diesel	$12.00 per100 gal.
Fuel Flowage Fee for Mogas	$12.00 per100 gal.

Sec. 30.040. Airport Landing Fees

Landing fees for aircraft operations at the Napa County Airport shall be imposed according to the following terms:

(a) A Landing fee shall be assessed upon each landing of all air taxi, all commercial aircraft operations, all Part 380 Public Charter aircraft operations, and all transient (non-based) aircraft weighing 12,500 lbs. or more (except for private charter operations for based aircraft of any designated Napa County fixed base operators). The Airport Manager shall maintain an up-to-date list of all approved fixed base operators.

(b) For purposes of this section, an "air taxi operation" is defined as: An aircraft operator who conducts operations for hire or compensation in accordance with 14 CFR 135 (for safety purposes) or FAR Part 135 (for economic regulations/reporting purposes) in an aircraft with 30 or fewer passenger seats and a payload capacity of 7,500 pounds or less. An air taxi operates on an on-demand basis.

(c) For purposes of this section, a "commercial operation" is defined as: transportation of person(s), property, and/or mail for hire, compensation or profit.

(d) The landing fee shall be assessed according to the maximum landing weight of the particular aircraft, as listed in the Federal Aviation Administration, Advisory Circular 36-3H as amended, or as published by the aircraft manufacturer and verified by the Airport Manager.

(e) The following fees pursuant to weight shall be imposed per landing:

	WEIGHT	**FEE**
(1)	0 to 5,000 lbs.	$16.50
(2)	5,001 lbs. to 12,500 lbs.	$31.00
(3)	12,501 lbs to 15,000 lbs	$42.00
(4)	Above 15,000 lbs.	$42.00 + $3.50 per each additional 1,000 lbs.

Sec. 30.050. Tiedown Rental Fees

The following tiedown monthly rental fees are established:

WEIGHT	**Fee**
0 – 5,000 lbs.	$85.00

Sec. 30.060. Hangar Rental Fees.

Hangars owned by Napa County Airport shall be charged rental rates according to the following terms:

County-Owned Hangars

Hangar Numbers	Monthly Rental Fee
7-8 and 10-12	$233.00
9	$209.00
13-24	$280.00
25-36	$308.00
37-44	$357.00
45-54	$474.00

60 and 62-81	$308.00
61	$335.00
82	$414.00
83	$354.00
84	$428.00
85	$446.00
86-91	$363.00
92 and 94	$477.00
93 and 95	$411.00
96-101 and 103	$363.00
102	$490.00
104	$416.00
105	$370.00
106	$402.00
107-113	$312.00
114	$394.00
115	$365.00
116	$501.00
117	$510.00
118-125 and 127	$427.00
126	$501.00

Other County-Owned Hangars (Executive)

Hangar Numbers	Monthly Rental Fee
A1 – A4	$1,275.00
~~A5 – A8~~	~~$1,544.00~~

Shade Hangars

Hangar Numbers	Monthly Rental Fee
SO01 – SO12	$102.00
SN02 – SN10	$102.00
SN01 & SN11	$114.00
SP02 – SP10	$102.00
SQ01 – SQ12	$102.00
SP01 – SP11	$114.00

Ground Lease for Privately-Owned Portable Hangars

Hangar Number	Monthly Rental Fee
1	$99.00
2	$309.00
4	$62.00

Sec. 30.070. [Reserved]

Sec. 30.080. Lease/Sublease Execution Deposit

In order to offset all applicable County costs associated with negotiating any lease, amendment to a lease, or other agreements with a term greater than one year, an applicant shall provide a non-interest bearing Lease/Sublease Execution Deposit. Actual costs expended by the County, including but not limited to any actual time and costs associated with the drafting, reviewing, negotiating, executing, and/or transferring of a lease or other long-term agreement, shall be charged against the deposited amount.

The amount of the initial deposit shall equal the lesser of the estimated cost of service or $5,000. If the remaining balance of the Lease/Sublease Execution Deposit falls below $500 or 10% of the initial Lease/Sublease Execution Deposit, whichever is higher, the Applicant shall be required to replenish the account as requested by the Airport Manager.

Any unused deposit amount shall be returned to the applicant. The County shall not perform services if the remaining deposit amount is not sufficient to reimburse the County for its costs, including staff time. Higher LED deposit rate can be established upon approval of the County Board of Supervisors.

Sec. 30.090. Airport Storage Room Fees

The following storage room monthly rental fees are established:

(a)	Storeroom #2	287 Sq. Ft.	$194.00
(b)	Storeroom #3	208 Sq. Ft.	$143.00
(c)	Storeroom #4	208 Sq. Ft.	$143.00
(d)	Storeroom #5	527 Sq. Ft.	$364.00
(e)	Storeroom #6	538 Sq. Ft.	$377.00
(f)	Storeroom #7	140 Sq. Ft.	$96.00
(g)	Storeroom #8	154 Sq. Ft.	$106.00
(h)	Storeroom #9	627 Sq. Ft.	$430.00
(i)	Storeroom #10	660 Sq. Ft.	$453.00

Sec. 30.100. Miscellaneous Fees

(a)	Access Control remote openers	$30.00 each
	Keychain remote opener	$20.00 each
(b)	Conference Room rental fees	
	1. Non-Profits & governmental agencies	
	(i) First two hours	No Fee
	(ii) Each additional hour	$10.00 per hour
	2. For Profits	
	(i) Up to two hours	$100.00
	(ii) Each additional hour	$20.00 per hour
(c)	Replacement of County hangar lock	$40.00 each
(d)	Replacement of County hangar key	$10.00 each
(e)	Waiting List Subscription	$35.00 per year
(f)	Vehicle Parking	
	1. Daily Use (up to 10 hours)	No charge
	2. Overnight/Per day	$10.00 per vehicle
	3. Monthly Use Permit	$150 per month per vehicle
	4. Administrative Towing fee	$275.00 per vehicle
(g)	Maintenance of private leaseholds	
	1. Sweeping	$181.00/hour + employee costs*
	2. Mower	$48.00/hour + employee costs*
	3. Gutter Cleaning	$350.00/equipment hour + employee costs*
	4. Hangar Light Bulb Replacement (Replacement materials supplied by tenant)	$48.00/hour + employee costs*
	5. Boom Lift	$350.00/equipment + employee costs*
	6. Pressure Washing	$181.00/hour + employee costs*
	*Refer to Sec. 30.015. Standard Hourly Rates	
(h)	Special Event Fees	
	1. Administrative Fee	$1,000.00 per event day
	2. Employee costs during event	See Sec. 30.015.
	3. Other Departments (if necessary)	Estimated at time of event based on information from Other Departments.
(i)	Commercial Operator Annual Permit	$130.00 per year

(j)	Independent Aircraft Maintenance Operator (SASO) Permit	
	1. Piston Only	$200.00 per month
	2. Piston & Turbine	$400.00 per month
(k)	Aircraft Charter or Aircraft Management Operator (SASO) Permit	$500.00 per month
(l)	Independent Flight Training Operator (SASO) Permit	$200.00 per month
(m)	Commercial Transportation Permit	$12.50 per trip
	1. Air Operations Area (AOA)	$2.00 per pickup/drop-off
	2. Non-Air Operations Area (non-AOA)	
(n)	Rideshare Transportation Permit (Non AOA Access)	$2.00 per pickup/drop-off
(o)	Unauthorized vehicle and aircraft parking	
	1. Unauthorized Vehicle	$50.00 per day
	2. Aircraft up to and including 12,500 lbs.	$50.00 per day
	3. Aircraft over 12,500 lbs.	$375.00 per day
(p)	Transaction Fees and Payments	
	1. ACH fee	No Charge per transaction
	2. Credit Card fee	Up to 3.5% of transaction total

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

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-2033

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning Building & Environmental Services

REPORT BY: Brian D. Bordona, Director of Planning Building & Environmental Services

SUBJECT: General Plan and Baseline Data Report Project Updates

RECOMMENDATION

Receive a presentation on the County's Baseline Data Report Update; and provide direction regarding the proposed scope and approach for the General Plan Update and related Environmental Impact Report. (No Fiscal Impact)

BACKGROUND

The 2008-2030 General Plan described the following vision for Napa County: "Today and in the future, unincorporated Napa County will be home to world-famous wines and a residential population smaller than most Bay Area cities and towns. The County's scenic beauty, valuable agricultural resources, and quality of life are reinforced by longstanding commitments to agricultural preservation, resource conservation, and urban-centered growth. While other Bay Area counties have experienced unprecedented development and urban infrastructure expansion over the last four decades, Napa County's citizens have conscientiously preserved the agricultural lands and rural character that we treasure."

In large part, Napa County in 2025 reflects that vision and in many ways the success of the 2008 General Plan, which prioritized agricultural preservation and conservation of natural resources. The growth rate since the 2005 baseline data report has been significantly less than projected, demonstrating effective General Plan implementation of subsequent policies and action items. The 2008 General Plan growth projections assumed a higher development pace between 2005 and 2030, including:

- 2,935 new housing units;
- 8,259 new jobs;
- Development of up to 12,000 acres of new vineyard; and
- Approval of 225 new wineries, the majority of which would be less than 50,000 gallons annual

production.

Contrary to these projections, actual growth levels have been much lower:

- Only 223 new housing units (0.4%) were added in the unincorporated area between 2010 and 2021;
- Employment grew by approximately 7,100 people since 2010;
- Development of approximately 5,402 acres of new vineyard; and
- Approval of approximately 137 use permits for new wineries (mostly 30,000 gallons/year or less) since 2005.

Although the 2008 General Plan has served the community well, it does not reflect the significant changes and challenges faced by the County since its adoption; including the Great Recession of 2009, the 2014 earthquake and new fault line discoveries, devastating wildfires in 2017 and 2020, and the COVID-19 pandemic in 2020. Furthermore, the plan does not reflect the increasing urgency of addressing climate change and adaptation, nor does it incorporate critical issues such as environmental justice, the adopted Groundwater Sustainability Plan, the Community Wildfire Protection Plan, affordable housing, and substantial state-level regulatory changes. Finally, it does not capture the significant advancements in sustainable farming, water conservation, and winemaking practices, or the evolving nature of winery operations, particularly regarding marketing, visitation, and hospitality.

That said, the County is well-positioned with the recently adopted 2025-2030 Strategic Initiatives, which provide a solid foundation for the General Plan Update (GPU). These initiatives offer clear and strong guidance supporting agricultural preservation, environmental sustainability and resilience, and the development of healthy, connected communities.

- ***Preserve Napa County's Agricultural Legacy*** - We will continue to safeguard the Agricultural Preserve and shape land use policies that sustain Napa County's agricultural economy - balancing economic vitality, rural character, and environmental protection.
- ***Champion Environmental Sustainability and Resilience*** - We will take decisive action, integrate climate resilience into decision making, and protect natural resources to build a sustainable, healthy future for our community.
- ***Build Healthy, Connected Communities*** - We will foster inclusive, connected, and responsive communities by advancing livability, mobility, and accessibility - creating welcoming, opportunity-rich places that adapt to the evolving needs of all people, especially those most vulnerable.

The General Plan Update is an ambitious undertaking, requiring several years, substantial cost, extensive public engagement, and a significant commitment of County staff resources. It also represents an exciting and tremendous opportunity to secure the goals and policies needed for the next generation to realize our shared vision and protect and preserve community values in the future.

This report and presentation are intended to provide an overview of the GPU's purpose and value, outline the proposed approach, process, and timeline for the project, and offer a status update on the BDR. Following any direction from the Board related to the proposed GPU scope and approach, Staff plans to return to the Board in early 2026 to request approval for the expanded scope and associated ESA contract amendment for the project.

The General Plan Update and Supporting Baseline Data Report

Overview

The General Plan is more than the legal foundation for land use decisions; it is a vision about how a community will grow, reflecting community priorities and values while shaping the future. All counties and cities in California are required by state law to prepare and maintain a General Plan. State law requires that each General Plan include a minimum of seven elements: Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. Jurisdictions located within the San Joaquin Valley Air Basin are required to include an Air Quality element. Jurisdictions that include disadvantaged communities are required to include an Environmental Justice element.

Other elements may be included at the jurisdiction's discretion. A 2019 survey by the Governor's Office of Land Use and Climate Innovation (formerly Office of Planning and Research) identified over 50 types of optional elements adopted by cities and counties, with the most frequent subjects including:

- Community (health, education, public services, social services, childcare);
- Environment (resource conservation, biological resources, water, forestry, coastal);
- Parks (bicycles, trails);
- Climate Change (adaptation, greenhouse gas emissions, sustainability);
- Emergency (fire, flood control, seismic);
- Public Facilities (airport, military bases, parking);
- Economy (fiscal, commerce, redevelopment);
- Aesthetics (design, historic preservation, scenic highways); and
- Other (agriculture, cultural resources, governance, waste, growth management, energy).

Each jurisdiction must adopt the baseline required elements but may tailor the document to reflect the community's particular strengths, concerns, priorities, and goals. The General Plan is often referred to as being equivalent to a jurisdiction's Constitution. Choosing what topics to include and/or elevate is an important policy balance. Policies and actions included in the General Plan carry significant weight in decision-making and legal support, but they are also more complicated and require more time to amend to respond to rapidly changing circumstances.

The 2008 Napa County General Plan contains the following eight elements: 1) Agricultural Preservation and Land Use, 2) Circulation, 3) Community Character (including Noise), 4) Conservation, 5) Economic Development, 6) Housing, 7) Recreation and Open Space, and 8) Safety.

State law does not mandate how often a General Plan must be comprehensively updated. However, individual elements have specific required review cycles. The Housing Element must be updated every eight years. Safety Elements must be updated following the adoption of a Hazard Mitigation Plan, which occurs every five years. Environmental Justice Elements must be adopted if two or more General Plan elements are updated at the same

time and if disadvantaged communities are present within the jurisdiction. While the General Plan has not been fully updated since 2008 specific elements have been updated: the Housing Element in 2014 and 2023, the Circulation Element in 2019, and the Safety Element in 2023.

Based on changes to the State General Plan Guidelines, Staff is recommending the following nine General Plan Elements: 1) Land Use and Community Character, 2) Natural Resource Conservation, 3) Agricultural Preservation and Working Lands, 4) Environmental Justice, 5) Mobility & Infrastructure, 6) Public Health, Hazards & Safety, 7) Community Facilities, 8) Economic Development and Fiscal Sustainability, and 9) Housing.

Purpose and Strategic Importance of the General Plan Update

The General Plan Update will:

- Guide growth and preserve community character through sustainable land use and resource protection.
- Support economic vitality, policy clarity, and compliance with state planning mandates.
- Strengthen community engagement and regional coordination for a resilient, well-planned future.
- Address emerging challenges including climate resilience, wildfire preparedness, infrastructure capacity, and environmental justice

Summary of Proposed General Plan Update Approach and Timeline

The GPU will span approximately three years, and will include continuous, robust community engagement plan designed to involve residents, community groups, partner agencies, and key stakeholders throughout the process.

Proposed Community Engagement Summary

- Interactive project website: a central online hub for community input, information, engagement, and updates.
- Community workshops (in-person and virtual) across four project phases:
    - Vision, Goals and Outcomes
    - Alternatives
    - General Plan Framework
    - Draft General Plan and EIR
- Thematic Advisory Groups (TAGs): Five groups will convene for six meetings each to provide expert input on the following proposed core topic areas:
    - Agricultural Preservation and Land Use (includes Working Lands & Community Character)
    - Resource Management, Climate & Water

  - Mobility & Infrastructure
  - Public Health, Hazards, and Safety
  - Environmental Justice and Equity

- Technical Working Group (TWG) Meetings: Four meetings for in-depth technical input
- Online Surveys: multiple opportunities for broad public feedback on key decisions.
- Three Board of Supervisor (BOS) and Planning Commission (PC) Study Sessions

General Plan & EIR Update Proposed Approach, Process, and Timeline

- Project Initiation and Baseline Data Report | *Current Phase*
  - Data collection and analysis; community engagement; technical focus groups, key leader interviews
  - Target Completion - *Late Spring 2026*
- GPU Visioning and Key Issues Identification | *Summer 2026*
  - Community workshops, Surveys, Board study sessions
  - Identification of policy priorities and long-term goals
- Development of General Plan Alternatives | *Late 2026 - 2027*
  - Evaluation of growth scenarios and policy choices
  - Environmental, fiscal, and community criteria analysis
- Draft General Plan Preparation | *2027-2028*
  - Updates to all required and proposed elements
  - Integration of climate and resilience strategies
- Environmental Impact Report (EIR) Preparation | *2027-2028*
  - CEQA compliant analysis
  - Public review and responses to comments
- Final General Plan and EIR Adoption Hearings | *Late 2028*
  - PC and BOS hearings
  - Final adoption and implementation plan

Baseline Data Report (BDR) Status Update

On February 4, 2025, the Board approved Agreement No. 250315B with Environmental Science Associates (ESA) to update the Napa County Baseline Data Report (BDR), an essential first step in the GPU. The BDR

provides a comprehensive assessment of existing land use, environmental, cultural, economic, and social conditions, as well as the County's current regulatory framework. The update incorporates new scientific data, community insights, and best-practice methodologies, ensuring it remains a reliable, contemporary foundation for long-range planning, environmental stewardship, and public engagement.

The BDR serves as the technical basis for the General Plan Update, the County's long-range policy document that will guide land use, resource protection, housing, mobility, climate adaptation, infrastructure, and community development for the next 20+ years. As outlined above, the last GPU was completed in 2008. Since then, Napa County has experienced significant demographic, environmental, regulatory, and economic changes that require a modernized General Plan. The Baseline Data Report (BDR) is progressing on the following schedule:

- Administrative Draft completed and reviewed by internal and external technical experts
- Community Workshops:
    - Two Rounds Completed: July 2025 & November 2025
    - Next BDR Workshops: March 2026
- Public Draft BDR: In Progress
- Technical Focus Group Review: January 2026
- Public Draft Release: Early Spring 2026
- Final Draft & Board Adoption Target: Late Spring 2026

The updated BDR will directly inform the General Plan Update, policy development, and the CEQA analysis in the EIR. The GPU itself is scheduled to begin immediately following the BDR's adoption.

Next Steps

To advance the General Plan Update and environmental review, Staff is working with ESA on a contract amendment to include:

- Expanded scope for GPU preparation
- Preparation of the Program EIR
- Public engagement and meeting facilitation
- Project management and coordination of TAGs and TWG meetings
- Board and Planning Commission presentations and study sessions

ESA and its subconsultants have demonstrated strong performance on the BDR and have extensive familiarity with:

- Napa County land-use patterns, environmental resources, and agricultural protections

- The County's wildfire risk, hazard conditions, and evacuation constraints
- Napa's unique local planning values, including the Agricultural Preserve and Agricultural Watershed
- Local and state agency requirements (CAL FIRE, OES, DWR, ABAG/MTC, Housing and Community Development)
- Community priorities and insights gained as part of the BDR outreach efforts

Requested Actions:

1. Receive a presentation and update on the County's Baseline Data Report and proposed General Plan Update and Environmental Impact Report.
2. Provide direction on the proposed scope and approach for the General Plan Update. Based on this direction, Staff will return to the Board in January 2026 to request approval of the expanded scope and associated contract amendment for the project.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from CEQA under Section 15262, which allows feasibility and planning studies for possible future actions that have not yet been approved or adopted.

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1966

TO: Board of Supervisors

FROM: Fire Marshal Jason Downs

REPORT BY: Deputy County Counsel Shana A. Bagley

SUBJECT: Adopt a Resolution responding to the State mandate creating Type 93 Estate Tasting Event permits under AB720

RECOMMENDATION

Adopt a Resolution to responding to the State mandate creating Type 93 Estate Tasting Event permits under AB720. (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. Legislative history indicates that the permit was modeled after the Beer Manufacturer's Caterer permit (Type 91).

Pursuant to the newly enacted Business and Profession Code sections 23320 and 23399.03, 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. As with other related ABC permits, Section 23399.03. subdivision (g), requires approval of the permit from local law enforcement, including the fire marshal.

Although the ABC permit itself extends the tasting room privileges to a different parcel, it does not override local and state land use, life safety, and accessibility requirements. Section 23399.03, subdivision (h), states that nothing in section 23399.03 is intended to alter, diminish, replace, or eliminate the authority of the County from exercising land use regulatory authority by law to the extent the authority may restrict, but not eliminate, privileged privileges afforded by that section.

On November 18, 2025, the Board of Supervisors directed staff to provide direction regarding a review and approval process of the Type 93 permits. After outreach and review, staff now presents a recommended review and approval process and interpretive guidance for an 18-month pilot program.

This proposed pilot program does not create new regulations but is for the purpose of responding to and providing interpretive guidance related to the state mandated ABC permit category under Business and Professions Code sections 23320 and 23399.03.

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.

PROPOSED PILOT PROGRAM

Although Type 93 permits are not presently addressed within the existing regulatory framework, staff is now proposing 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). It is proposed that the Fire Marshal's Office Fire be the local authority to review and approve the proposed Estate Tasting Event permits due to the events' outdoor nature, vehicle use, and ingress/egress issues for first responders and visitors.

The proposed pilot program and interpretive guidance allow for a small number of 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 49 people or any lesser restrictions provided by applicable use permits or entitlements for the particular parcel.
- Vehicle traffic is limited to 40 ADT or any lesser restrictions provided by applicable use permits or entitlements for the particular parcel.
- The event would be limited to operation in daylight hours and to outdoor locations. Events are prohibited inside/under structures requiring permits. For example, a tasting event at a picnic bench or under a temporary shade structure that is less than 120 square feet in size is permissible.
- Approval of the permit by the ABC and the County Fire Marshal does not imply compliance with or approval of any other federal, state, or local rules, regulations, codes, or ordinances.
- Permit holders remain solely responsible for ensuring that all event activities adhere to all applicable laws and regulations.
- Approval of this permit by ABC and the County Fire Marshal does not override or impact the restrictions or limitations of any use permit or winery entitlement for that parcel. For example, ADT and/or number of people in attendance may be less than as stated in these interpretation guidelines if otherwise required by law, use permit, or entitlement.

The purpose of this permit review and approval process is to provide a consistent method for reviewing and managing these limited events created by State mandate, so they do not increase fire risk, impair emergency access, or create public safety hazards.

NEXT STEPS

Implement the Estate Tasting Event Permit review and approval process, following the interpretive guidelines for 18-months. Prior to the expiration of the pilot program, staff will return to the Board with an analysis of the collected data and further engagement with stakeholders and to discuss future policy considerations.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Article 19 of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines) establishes a list of classes of projects that are categorically exempt from the provisions of CEQA. The Board finds that the proposed Interpretive Guidelines attached as Exhibit “A” meets the criteria for eligibility as Categorically Exempt. The project will not impact an

environmental resource of hazardous or critical concern, has no cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, cause substantial adverse change in the significance of a historical resource or extract groundwater in excess of groundwater extraction standards. See Class 4 (“Minor Temporary Use of Land”) and Class 5 (“Minor Alterations in Land Use Limitations”) which may be found in the guidelines for the implementation of the CEQA at Title 14 CCR §15304 and Title 14 CCR §15305. The Board further finds that the proposed Interpretive Guidelines attached as Exhibit “A” are exempt from the CEQA under the General Rule because it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable; the Interpretative Guidelines are not a project as defined by Title 14 CCR §15378(b)2) which exempts general policy and procedures implementing state legislation and therefore CEQA is not applicable; and Public Resources Code § 21080 (b)(1) and Title 14 CCR § 15268 (a) which exempts ministerial projects from CEQA. [See Guidelines for the Implementation of the CEQA, CCR Title 14 § 15061(b)(3) and §15268 (a).]

RESOLUTION NO. 2025-

A RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ESTABLISHING A PILOT PROGRAM AND INTERPRETIVE GUIDANCE FOR BUSINESS AND PROFESSIONS CODE SECTION 233399.03 TYPE 93 PERMITS

WHEREAS, vineyards and wineries have been an important component of Napa County agriculture since the nineteenth century; and

WHEREAS, Napa County is dedicated to sustaining agriculture and the environment and to providing leadership and services to advance the health, safety, and economic well-being of current and future generations; and

WHEREAS, as of January 1, 2026, State amendments to Business and Professions Code sections 23320 and 23399.03 created a new California Department of Alcohol and Beverage Control (ABC) Estate Tasting Event Permit (Type 93) that is similar to a Beer Manufacturer's Caterer permit (Type 91); and

WHEREAS, the Type 93 permit allows Type 02 winegrower license holders to conduct estate tasting events on either a property adjacent to a Type 02 licensed premises that they own or control or a nonadjacent vineyard that they own or control; and

WHEREAS, Business and Profession Code section 23399.03, subdivision (g), states that an estate tasting event authorization by the ABC does not relieve an applicant of review and approval by the County for any other permit necessary prior to the event, including a local requirement to obtain approval by the local fire marshal or local fire code official; and

WHEREAS, Business and Profession Code section 23399.03, subdivision (h), states that nothing in that code section is intended to alter, diminish, replace, or eliminate the authority of the County from exercising land use regulatory authority by law to the extent the authority may restrict, but not eliminate, privileges afforded by that section; and

WHEREAS, the Napa County Fire Marshal has regulatory authority by law to enforce the California Fire Code, State Minimum Fire Safe Regulations, the Napa County Road and Street Standards, and to review and approve the Type 93 permit; and

WHEREAS, the County wishes to adopt a resolution implementing an Estate Tasting Event Permit Review and Approval pilot program and providing interpretive guidance regarding the application of the County's current regulations to the Type 93 permitted events in response to the State mandate creating the permit type; and

WHEREAS, the purpose of the Estate Tasting Event Permit Review and Approval pilot program is to gather data to create a beneficial and streamlined policies and procedures for the County Fire Marshal review and approval process for Type 93 permits and to ensure that the uses

under the license are de minimis in nature so as not to trigger County Road and Street Standards or other regulatory doctrines; and

WHEREAS, the interpretive guidance provided herein is intended to incorporate the new state statutes regarding Type 93 permits, while fully preserving all applicable zoning, land use, fire and life safety ordinances, regulations, and laws and the County Road and Street Standards, and while continuing to provide the highest level of life safety and property protection to the residents and visitors of Napa County; and

WHEREAS, the interpretative guidance may be amended or supplemented by Board of Supervisors Resolution from time to time.

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

1. Article 19 of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines) establishes a list of classes of projects that are categorically exempt from the provisions of CEQA. The Board finds that the proposed Interpretive Guidelines attached as Exhibit "A" meets the criteria for eligibility as Categorically Exempt. The project will not impact an environmental resource of hazardous or critical concern, has no cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, cause substantial adverse change in the significance of a historical resource or extract groundwater in excess of groundwater extraction standards. See Class 4 ("Minor Temporary Use of Land") and Class 5 ("Minor Alterations in Land Use Limitations") which may be found in the guidelines for the implementation of the CEQA at Title 14 CCR §15304 and Title 14 CCR §15305. The Board further finds that the proposed Interpretive Guidelines attached as Exhibit "A" are exempt from the CEQA under the General Rule because it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable; the Interpretative Guidelines are not a project as defined by Title 14 CCR §15378(b)2) which exempts general policy and procedures implementing state legislation and therefore CEQA is not applicable; and Public Resources Code § 21080 (b)(1) and Title 14 CCR § 15268 (a) which exempts ministerial projects from CEQA. [See Guidelines for the Implementation of the CEQA, CCR Title 14 § 15061(b)(3) and §15268 (a).]

2. The Interpretative Guidance provided in Exhibit "A" reflects the Board's intent to institute an 18-month Estate Tasting Event Permit Review and Approval pilot program in response to the State mandate creating the Estate Tasting Event permit classification.

3. The Interpretative Guidance also reflects the Board's interpretation of the County's rules and regulations as they are applicable to Estate Tasting Event permits and implements a preliminary Fire Marshal review and approval process of the Estate Tasting Event permits.

4. These changes shall become effective on January 1, 2026, and expire on July 1, 2027, unless extended by the Board.

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

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

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

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: December 11, 2025 No. 130771	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A

COUNTY FIRE DEPARTMENT / FIRE MARSHAL INTERPRETIVE GUIDANCE AND ESTATE TASTING EVENT PERMIT REVIEW AND APPROVAL PILOT PROGRAM

A Tradition of Stewardship
A Commitment to Service

Napa County Fire Department
Fire Marshal's Office
951 California Blvd
Napa, CA 94559

Office: (707) 299-1464
Direct: (707) 299-1467

Jason Downs
Fire Marshal

AB 720 / TYPE 93 – ESTATE TASTING EVENT PERMIT REVIEW AND APPROVAL PILOT PROGRAM AND INTERPRETIVE GUIDANCE

Purpose

The AB 720 Estate Tasting Event Permit (Type 93) allows qualified holders of existing California Alcoholic Beverage Control (ABC) Type 02 licenses to host limited outdoor wine-tasting events on properties adjacent to licensed premises that they own or control, or on nonadjacent vineyard that they own or control. This memorandum outlines the manner in which a license holder may conduct these events in a manner that upholds the intent of AB 720 while fully preserving all applicable Napa County zoning regulations, Road and Street Standards, and fire and life-safety requirements. This includes continued compliance with ABC regulations and all other applicable state and local provisions.

This permit authorizes special events only on vineyard parcels that do not contain a winery production facility, with eligibility derived from the parcel's valid Type 02 winegrower license. Because these parcels are served by agricultural roads—identified in the Napa County Road and Street Standards as the lowest roadway classification allowed for emergency access—agricultural roads constitute the minimum emergency-access standard for all Type 93 event operations under AB 720. As a result, event activities must be planned and managed to maintain unobstructed emergency-vehicle access, minimize traffic impacts, and ensure safe operating conditions at all times, while also complying with all applicable local land-use, building, fire, ADA, food safety, water, and public health requirements. The permit review and approval process ensures a consistent method for evaluating and managing these limited events, so they do not increase fire risk, impair emergency access, or create public safety hazards.

Pilot Program

This is a pilot program that shall become effective on January 1, 2026, and expire on July 1, 2027, unless extended by the Napa County Board of Supervisors. It is intended to allow the County to gain working knowledge of the details of the Type 93 permit process and validate the County Fire Marshal's Estate Tasting Event Permit review and approval policies and procedures.

General Permit Parameters

Occupancy & Traffic

- **Maximum On-Site Attendance:** 49 persons per event, including staff and guests.
  This limit ensures the event remains below California Fire Code assembly occupancy thresholds, minimizing life-safety risks, and does not trigger Napa County Temporary Event requirements.
- **Daily Vehicle Trips:** Must remain below 40 Average Daily Trips (ADT).
  This maintains the road's designation as an "agricultural road" under Napa County Road and Street Standards, intended for low-volume agricultural operations with limited public access.
- **Vehicle Circulation & Emergency Access:**
  All vehicle circulation must maintain unobstructed emergency access, including a minimum 14-foot clear width and all required turnouts.
- **Event Duration:** Each event must occur within one calendar day and can only be held during daylight hours.

Event Limitations

- **Annual Event Cap:** A maximum of 36 events per calendar year may be conducted under this permit. This limit is intended to ensure that cumulative impacts do not exceed emergency access capacities and do not change the intended land-use intensity established by AB 720.
- **Weather Restrictions:** Events shall not be held during days subject to Red Flag Warnings. Operators are responsible for monitoring National Weather Service and CAL FIRE alerts and shall cancel events if hazardous conditions exist.
- **Use of Structures:** Events are prohibited inside structures that require a permit, including tasting rooms, event buildings, barns, enclosed structures, or temporary structures/tents. All events shall occur outdoors or in non-habitable, approved areas. This ensures a permitee's compliance with AB 720's intent to prevent increased building occupancy and avoids life-safety risks associated with interior assembly uses.
- **Compliance with County Standards:** All events shall comply with Napa County land use regulations, fire and life-safety requirements, and applicable road and street standards.

Other Permits, Approvals, and Compliance

- Approval of this permit by the ABC and the County Fire Marshal does not imply compliance with or approval of any other federal, state, or local rules, regulations, codes, or ordinances.
- Permit holders remain solely responsible for ensuring that all event activities adhere to all applicable laws and regulations.
- Approval of this permit by ABC and the County Fire Marshal does not override or impact the restrictions or limitations of any use permit or winery entitlement for that parcel. For example, ADT and/or number of people in attendance may be less that as stated in these interpretation guidelines if otherwise required by law, use permit, or entitlement.
- The implementation of the review and approval proves and interpretive guidance does not create a new regulation.

Local Permit Process

As part of the local jurisdiction review and approval, applicants must submit the following to the Napa County Fire Marshal's Office:

1. **Annual Permit Application**
    - Must be fully completed and signed by the property owner or authorized operator, provide primary and secondary contacts responsible for all aspects of event operations, and be submitted through the Napa County Online Permit Center under Napa County Fire.

2. **Valid ABC License**
    - A copy of a current 02 ABC license that will be used for the 93 ABC license for the premises where tasting activities will occur. All ABC rules regarding service, licensed space control, and staff oversight apply to every event.

3. **Fire and Life Safety Acknowledgement Form**
   Please acknowledge and sign:
    - The applicant acknowledges and agrees to comply with all applicable Fire and Life Safety requirements for outdoor events and all permit conditions and limitations set forth in this document.

4. **Aerial Site Map**
   Applicants must provide an aerial site map that clearly shows:
    - Property boundaries
    - Agricultural and/ or commercial access roads
    - Emergency access routes, including minimum 14 ft width, 13'6" vertical clearance, and required turnouts and turnarounds (per County standards)
    - Event activity areas
    - Parking areas located outside emergency lanes

Permit Term

Duration: Valid for one calendar year (January–December) and must be renewed annually.

Modification, Suspension, or Revocation: The permit may be modified, suspended, or revoked if any of the following occur:

- Changes in conditions on the property
- Average Daily Traffic (ADT) limits are exceeded
- Fire or life-safety requirements are violated
- Events create hazardous conditions for guests or emergency responders

Fees

Napa County Fire Marshal's Office Annual Permit Fee: $343 flat fee for review, processing, and safety evaluation. This does not include any other fees required by ABC or any other entity.

DRAFT

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/16/2025 | **File ID #:** 25-1473

TO: Board of Supervisors

FROM: Brian D. Bordona, Director Planning, Building and Environmental Services

REPORT BY: Daniel Zador, Planner II

SUBJECT: 2025 Williamson Act Agricultural Preserves and Contracts

RECOMMENDATION

Adopt a Resolution establishing certain Williamson Act Agricultural Preserves (Types A & H); and approve and authorize fourteen (14) new contracts as identified in the attached Resolution, which includes recission of two (2) existing contracts and replacing them with two (2) new contracts. (Fiscal Impact: Less annual property tax revenues; General, Library and Fire Funds; Not Budgeted; Discretionary)

BACKGROUND

The California Land Conservation Act (CLCA) of 1965 and County Participation:

The California Land Conservation Act (CLCA), or Williamson Act, allows local governments to enter voluntary contracts with landowners to restrict land to agricultural or related open-space uses. In return, landowners receive reduced property tax assessments based on agricultural value rather than market value. Under Government Code Section 51230, counties may establish agricultural preserves by resolution after a public hearing, and then enter into preserve contracts pursuant to Section 51240.

Napa County has participated in the Williamson Act program since 1969 as a key tool for preserving agricultural lands consistent with the County's agricultural heritage and General Plan goals. These include Goal AG/LU-1, which prioritizes agriculture as the County's primary land use, and Policy AG/LU-6, which supports tax assessment policies that reflect long-term agricultural zoning and the limited public services agriculture requires.

County rules require each contracted property to constitute its own CLCA preserve. Eligibility is based on parcel size and bona fide agricultural use, as determined by PBES in coordination with the Agricultural Commissioner (see attached memo). Please note that the application referenced in line item 9 in the Ag Commissioner memo was put on hold at the request of the applicant/property owner because they have decided to pursue a lot line adjustment prior to proceeding with the contract, as reflected in the map and Resolution.

To qualify, a parcel must meet minimum size requirements and contain an agricultural use defined in

Government Code Section 51201(a). Prime agricultural land must be at least 10 acres; non-prime land (e.g., grazing land) must be at least 40 acres.

The County currently offers three contract types: Type A, Type C, and Type H. Type A and C apply within the Agricultural Preserve (AP) zoning district, while Type H applies within the Agricultural Watershed and Open Space (AWOS) district. Type C contracts allow parcels between 5 and 10 acres to be enrolled under specific conditions, including at least 75% of the parcel in commercial agriculture and contribution to crop diversity in Napa County. All agricultural preserve contracts have a rolling 10-year term, automatically renewing each year unless either the County or the landowner files a notice of non-renewal.

All proposed Agricultural Preserves are located on lands designated Agricultural Resource (AR) or Agriculture, Watershed and Open Space (AWOS) in the General Plan, and zoned Agricultural Preserve (AP) or Agricultural Watershed (AW). These designations identify agriculture as the predominant use and generally limit activities to agriculture and other uses compatible with it. Under the California Land Conservation Act, an "Agricultural Preserve" is an area devoted to agricultural, recreational, open-space uses, or a combination thereof (Government Code Section 51201(d)). Accordingly, the proposed Agricultural Preserves are consistent with the County's General Plan and zoning, as each area is intended primarily for agricultural use.

2025 Williamson Act Agricultural Preserves and Contracts

A total of 14 new contracts have been submitted for Year 2025/2026, adding approximately 457.28 acres of land under the Williamson Act. Two of these 14 are replacement contracts, covering approximately 126.51 acres, as detailed below.

Rescinding two (2) existing contracts and replacement with two (2) new contracts:

Contracts #P06-01191 and #P06-01192 are being rescinded and replaced by two new contracts due to a lot line adjustment: Requestor Constellation Brands U.S. Operations Inc..

Two (2) new contracts being entered into due to the rescission of the contracts identified above:

Requestor:	Type:	APN:	Acreage:
1) Constellation Brands U.S. Operations Inc.	A	027-280-079	98.16
2) Constellation Brands U.S. Operations Inc.	A	027-280-078	28.35

Twelve (12) new contracts for Year 2025/2026:

Requestor:	Type:	APN:	Acreage:
3) Frostfire Vineyards LLC.	H	018-060-013	18.68
4) Frostfire Vineyards LLC.	H	021-010-003	114.32
5) Frostfire Vineyards LLC.	H	018-060-012	20.0
6) DDNG Inc.	A	031-120-041	12.64

7) Yountville Vineyards LLC.	A	031-120-040	21.68
8) Dawn P. Mancini Trust & Agapoff	A	017-230-019	21.86
9) Bob's Vineyard LLC.	A	017-230-026	19.7
10) Madrigal Family Trust	A	022-010-039	30.23
12) Opus One Winery LLC.	A	031-080-028	42.8
12) Opus One Winery LLC.	H	032-540-003	47.9
13) Infinite Leasure LLC.	H	043-061-023	42.16
14) Infinite Leasure LLC.	H	043-061-024	65.31

Template forms of the Type A and Type H Contract being offered and entered into this year are attached. Signed originals of the contracts requested for approval are available for review and inspection with the Board Clerk. Notice of the Board's intent to consider and take possible action on the proposed Agricultural Preserves and agricultural preserve contracts was published in the Napa Valley Register on Thursday December 4, 2025. For preserves located within a mile of an incorporated city, e-mailed and written notice was provided to the Cities of Napa on October 20, 2025, and the City of Calistoga on October 21, 2025. On October 20, 2025, the City of Napa and the Napa County Local Agency Formation Commission (LAFCO) was provided e-mailed and written notice of the Board's intent.

Financial Implications of the CLCA in Napa County:

As of January 1, 2025, there are 953 CLCA contracts within the County, including contracts located in the County's municipalities, covering 953 parcels, containing 85,646-acres of land. According to the Assessor, of these 953 parcels 616 parcels receive a property tax benefit from CLCA contracts. The other 337 parcels are assessed at their Proposition 13 factored base year value. The total assessed value reduction for the 616 parcels receiving a benefit is $832,066,177 which translates into approximately $1.4 million in reduced tax revenue for the Napa County general fund. The Assessor has indicated that the fiscal impact would be similar to those seen in prior years when new contracts were approved. Currently there are approximately 1,547 contracted acres within the county that are in non-renewal.

Subvention Payments:

The Open Space Subvention Act (OSSA), enacted in 1972, partially reimbursed counties for property tax revenue lost through participation in the California Land Conservation Act (CLCA). The State eliminated this subvention funding in the 2009-2010 Fiscal Year. In 2009, the last year Napa County received full funding, the County's subvention payment was approximately $90,000.

To address the fiscal impacts of this loss, the Legislature adopted SB 863 in 2010. SB 863 established a temporary alternative funding mechanism allowing counties to avoid widespread non-renewals of Williamson

Act contracts by authorizing a direct charge on contract holders equal to 10% of their property tax savings. It also provided a one-time $10 million appropriation to the State subvention fund, from which Napa County received roughly $22,000 in FY 2010-11-about 25% of its typical allocation.

On January 25, 2011, the Board of Supervisors reviewed the CLCA program in light of the eliminated subventions and SB 863. The Board acknowledged that non-renewal of Williamson Act contracts would have little immediate fiscal impact due to the nine-year phase-out period, and reaffirmed that continued participation aligns with the County's general plan priorities for agricultural preservation. The Board unanimously voted to maintain Napa County's participation in the CLCA as currently administered. The County currently offers only Agricultural Preserve Contracts.

Requested Action:

The Director of Planning, Building and Environmental Services requests that the Board open the public hearing, hear public testimony, close the public hearing, and adopt a Resolution establishing certain Agricultural Preserves (Types A & H) and approve and authorize fourteen (14) new contracts as identified in the attached Resolution, which includes recission of two (2) existing contracts and replacing them with two (2) new contracts.

Procedural Requirements

1. Open Public Hearing.
2. Staff report.
3. Public Comment.
4. Close Public Hearing.
5. Motion, second, discussion and vote on the requested actions.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Potential fiscal impacts would derive from lower property tax revenues following execution of Williamson Act contracts. No alternate source of revenue has been identified.
Is it Mandatory or Discretionary?	Mandatory

Discretionary Justification:	The Williamson Act program in general, and these contracts specifically, contribute to the preservation of agriculture in Napa County. The primary intent of the California Land Conservation Act (CLCA) program, also known as the Williamson Act, is to preserve the limited supply of agricultural land in the state by discouraging premature and unnecessary conversion to urban uses.
Is the general fund affected?	Yes
Future fiscal impact:	Property taxes for properties covered by a Williamson Act contract may be assessed at a lower level than other properties. To the extent properties are assessed at a lower level, the County will receive reduced tax revenue. Property owners receive a reduction in property taxes depending on whether they are assessed at the lower of their factored Proposition 13 base year value or the restricted CLCA value. Estimated decreases in County property tax revenue resulting from the proposed new contracts were not provided. The Assessor has indicated that the fiscal impact would be similar to those seen in prior years when new contracts were approved.
Consequences if not approved:	The County would not be providing an incentive for keeping land in agricultural production, which is the intent of the County's approved General Plan.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorical Exemption Class 17: Open Space Contracts or Easements. 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 17 (Open Space Contracts or Easements) which may be found in the guidelines for the implementation of the California Environmental Quality Act at Title 14 CCR Section 15317.

RESOLUTION NO. 2025-_____

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA AMENDING OR ESTABLISHING CERTAIN AGRICULTURAL PRESERVES (TYPES A & H)

WHEREAS, this Board conducted a public hearing on December 16, 2025, as required by California Government Code section 51230, to determine whether to approve those applications for new Type A and H Agricultural Preserves which are identified in Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, it has been determined that this type of project does not have a significant effect on the environment and is exempt for the California Environmental Quality Act [See Class 17 (Open Space Contracts or Easements) which may be found in the guidelines for the implementation of the California Environmental Quality Act at Title 14 CCR Section 15317.].

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

1. The Board finds and determines in regard to each Agricultural Preserve proposed in Exhibit "A" that is less than one hundred (100) acres in size, that the smaller preserve size is necessary due to the unique characteristic of the agricultural enterprises to be conducted within the preserve and the adjacent area, and further finds that the size of each such proposed preserve is consistent with the Napa County General Plan.

2. The Boards finds and determines that the public interest, convenience, and necessity require the establishment of each of the Agricultural Preserves identified in Exhibit "A".

3. The Board authorizes the Chair to execute each of the corresponding contracts associated with the Agricultural Preserves identified in Exhibit "A".

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4. The Board directs the Clerk of the Board to record with the Napa County Recorder a copy of each contract, together with a reference to the map showing the location of the agricultural preserve in which the property lies.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of said Board held on the 16th day of December 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: *Chris R.Y. Apallas* Deputy County Counsel Date: November 20, 2025 FV 2025 Contracts	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT "A"
NEW AGRICULTURAL PRESERVE APPLICATIONS 2025*

#	Preserve Number	Property Owner	Preserve Type	Acreage	Assessor's Parcel Number	General Area	Min. Annual Imputed Income/AC	Gen. Plan Desig.	City Proximity Notice Req'd	LAFCO Notice Req'd	Affirmative Ag.Com. Opinion Filed
1	P23-00302	Constellation Brands U.S. Operations Inc.	A	98.16	027-280-079	7801 St Helena Highway north of Walnut Drive and Oakville Cross Road.	N/A	AR	No	No	Yes
2	P23-00303	Constellation Brands U.S. Operations Inc.	A	28.35	027-280-078	North of Walnut Drive on a private drive west of 7801 St Helena Hwy in Oakville.	N/A	AR	No	No	Yes
3	P25-00246	Frostfire Vineyards II LLC	H	18.68	018-060-013	Near the end of Friesen Road off N White Cottage Road in the Angwin Area.	$175.00	AWOS	No	No	Yes
4	P25-00247	Frostfire Vineyards II LLC	H	114.32	021-010-003	4060 Silverado Trail near its intersection with Larkmead Lane.	$25.00	AWOS	No	No	Yes
5	P25-00248	Frostfire Vineyards II LLC	H	20	018-060-012	Near the end of Friesen Road off N White Cottage Road in the Angwin Area.	$175.00	AWOS	No	No	Yes
6	P25-00260	DDNG Inc.	A	12.64	031-120-041	1201 Yount Mill Road east of St Helena Highway.	N/A	AR	No	No	Yes
7	P25-00261	Yountville Vineyards LLC	A	21.68	031-120-040	7466 St Helena Highway south of Yount Mill Road.	N/A	AR	No	No	Yes
8	P25-00265	Mancini Trust and Agapoff	A	21.86	017-230-019	2555 Greenwood Avenue west of Silverado Trail.	N/A	AR	Yes Calistoga	Yes	Yes
9	P25-00267	Bob’s Vineyard LLC	A	19.7	017-230-026	2525 Greenwood Avenue west of Silverado Trail.	N/A	AR	Yes Calistoga	Yes	Yes
10	P25-00268	Madrigal Family Trust	A	30.23	022-010-039	3720 N St Helena Highway on a private driveway south of Larkmead Lane.	N/A	AR	No	No	Yes
11	P25-00269	Opus One Winery LLC	A	42.8	031-080-028	7706 State Highway 29 located south of Oakville Cross Road.	N/A	AR	No	No	Yes
12	P25-00270	Opus One Winery LLC	H	47.9	032-540-003	3229 Soda Canyon Road on a private driveway off Soda Canyon Road	$80.00	AWOS	No	No	Yes

#	Preserve Number	Property Owner	Preserve Type	Acreage	Assessor's Parcel Number	General Area	Min. Annual Imputed Income/AC	Gen. Plan Desig.	City Proximity Notice Req'd	LAFCO Notice Req'd	Affirmative Ag.Com. Opinion Filed
13	P25-00273	Infinite Leisure LLC	H	42.16	043-061-023	1301 Grandview Drive off Hilton Avenue in the Foster Road Area of Napa.	$80.00	AWOS	Yes Napa	Yes	Yes
14	P25-00274	Infinite Leisure LLC	H	65.31	043-061-024	1200 Grandview Drive off Hilton Avenue in the Foster Road Area of Napa.	$50.00	AWOS	Yes Napa	Yes	Yes

*The information provided in this table is required pursuant to the California Land Conservation (Williamson) Act.

Recording requested by and when recorded send to:

Napa County Planning, Building & Environmental Services Department
1195 Third Street, Suite 210
Napa, CA 94559

Recording Exempt from Recording Fee: Gov. Code section 27383

APN (s): xxx-xxx-xxx | **FOR USE BY RECORDER ONLY**

NAPA COUNTY AGRICULTURAL PRESERVE CONTRACT

(TYPE "A")

THIS TYPE A AGRICULTURAL PRESERVE CONTRACT NO. ___-_____ is made and entered into as of this ___ day of December, 20__, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and _____, a _____, hereinafter referred to as "Owner".

RECITALS

WHEREAS, Owner is the owner of certain real property ("the subject property") located in the unincorporated area of Napa County, known as Assessor's Parcel Number(s) _____ on the Napa County Assessor's Maps in effect on the date first above written, and further described in Exhibit "A," attached hereto and incorporated by reference herein; and

WHEREAS, both Owner and County desire to enter into this Contract to limit the use of the subject property, which has been designated in County's zoning regulations as Agricultural Preserve (AP), to agricultural uses and other uses compatible with agriculture as part of an overall program under the Williamson Act (Government Code section 51200 et seq., hereinafter referred to as "Williamson Act" or "Act") designed to conserve the economic resources of the State of California and County by maximizing the amount of agricultural land preserved so as to maintain the local agricultural economy, assure an adequate food supply for future residents of the County and State, discourage premature and unnecessary conversion of agricultural land to other than agricultural uses, and prevent loss of the value to the public of the open space utility of the land, both parties recognizing that such land when so preserved for agriculture and open space constitutes an important physical, social, aesthetic and economic asset of County and the State of California; and

WHEREAS, placement of the subject property in an agricultural preserve and accompanying execution and approval of this Contract by the Board of Supervisors of County constitutes a determination by the Board that the highest and best use of the subject property

during the term of the Contract or any renewal thereof is for agricultural and compatible uses, as defined in this Contract, the rules and regulations applicable to the agricultural preserve, and the Williamson Act; and

WHEREAS, Owner and County intend the terms, conditions and restrictions of this Contract to be substantially similar to or, as permitted by Government Code section 51240, more restrictive than those required generally for agricultural preserve contracts by the Williamson Act and to that end intend that this Contract shall constitute an "enforceable restriction" within the meaning and for the purposes of Section 8 of Article XIII of the California Constitution and Sections 422 and 423 of the California Revenue and Taxation Code.

TERMS

NOW, THEREFORE, Owner and County, in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

I. CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT: This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200), as amended, commonly known as the Williamson Act, and is subject to all the provisions of that Act which are herein incorporated by reference, including any subsequent amendments thereto. This Contract is also subject to the provisions of those Type A Rules adopted by resolution of County's Board of Supervisors and amended from time to time thereafter which are in effect during the term of this Contract.

II. DEFINITIONS: Except as expressly otherwise set forth herein, the definitions set forth in Government Code section 51201 shall apply to this Contract. In addition, for purposes of this Contract, "Owner" or "Owners" shall mean all persons having any record title interest in the subject property.

III. CONSIDERATION AND WAIVER OF PAYMENT: Owner shall not receive any payment from County in consideration of the obligations imposed on Owner or its successors in interest under this Contract, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom, and the advantage that may accrue to the Owner as a result of the effect upon the assessed value of the subject property on account of the restrictions on the use of the subject property contained in this Contract.

IV. RESTRICTIONS ON USE OF PROPERTY:

A. Permitted Uses. During the term of this Contract, the subject property shall not be used by Owner or Owner's successors in interest for any purpose other than the following, obtaining all necessary use or other permits for such uses when required by County zoning, building, or other ordinances:

(1) Agriculture, which, for the purposes of this Contract shall mean the raising of crops or livestock, including the following:

- Growing and raising trees, vines, shrubs, berries, vegetables, nursery stock, hay, grain and similar food crops and fiber crops;
- Grazing of livestock and feeding incidental thereto;
- Animal husbandry, including, without limitation, the breeding and raising of cattle, sheep, horses, goats, pigs, rabbits, and poultry and egg production;
- Sale of agricultural products grown, raised or produced on the subject property.

(2) Farm management uses meeting all of the standards in subsections (F)(1) through (F)(6) of section 18.08.040 of the Napa County Code.

(3) One single family dwelling or one mobilehome for the entire subject property, if otherwise permitted by County's zoning, building and safety regulations. If more than one single family dwelling (including a second unit otherwise permitted by County zoning regulations including those pertaining to legal nonconformities) exists on the subject property upon commencement of the term of the Contract, Owner shall either convert such additional unit(s) to one of the other uses permitted under this Section or shall remove the unit(s);

(4) Residential Care Facilities (Small), as defined in Section 18.08.540(A) of the Napa County Code;

(5) Family Day Care Homes (Small), as defined in Section 18.08.290(A) of the Napa County Code;

(6) Family Day Care Homes (Large), subject to Section 18.08.290(B) of the Napa County Code;

(7) One guest cottage provided that all of the conditions set forth in Section 18.104.080 are met;

(8) Farm labor housing;

(9) Agricultural processing facilities, including but not limited to, wineries, dairies, dehydrators, and fruit and vegetable packing plants;

(10) Kennels and veterinary facilities;

(11) Feed lots;

(12) Non-commercial wind energy and conversion systems;

(13) Antennas, cable, telephone and other telecommunications facilities, including satellite earth stations, to the extent permitted by Chapters 18.16, 18.119 and/or 18.120 of the Napa County Code;

(14) Maintenance and emergency repairs of legally-created levees, as permitted by Section 18.20.020 of the Napa County Code;

(15) Temporary Events, as defined in Chapter 5.36 of the Napa County Code, as long as such events are conducted during normal fallow periods in the agricultural use of the subject property or are otherwise conducted in a manner which does not prevent or interfere with use of the subject property for agriculture;

(16) Erection, construction, alteration or maintenance of gas, electric, water and sewage facilities, including transmission lines and water reservoirs, as long as such facilities do not prevent or otherwise interfere with the primary use of the subject property for agriculture.

B. Effect of Zoning Regulations and Preserve Rules. This Contract may prohibit certain uses of the subject property that would otherwise be allowed by the zoning district in

which the subject property is located. Nevertheless, during the term of this Contract the permitted uses of the subject property shall be limited to those uses identified in subsection (A), above. County and Owner further agree that if, during the term of this Contract, County's Board of Supervisors amends such Rules, in the manner permitted by the Williamson Act, to permit additional uses within Type A preserves or to restrict or eliminate within Type A preserves any of the uses set forth in subsection (A), such amendment shall be deemed automatically incorporated into subsection (A), above, as an amendment of this Contract from that point forward. Notwithstanding the preceding sentence, in the event that the zoning is changed to eliminate a use which is provided for in subsection (A), and Owner has not exercised such use if a use permit is not required, or obtained a use permit and used that use permit in the manner contemplated by subsection (A)(2) or (A)(3), or subsection (B), of section 18.124.080 prior to the adoption of the zoning change, exercising such use shall not be permitted. If an Owner has engaged in a use formerly allowed by both subsection (A) and the zoning regulations in the manner contemplated by subsection (A)(2) or (A)(3), or subsection (B), of section 18.124.080, and the zoning subsequently changes to prohibit such use, Owner shall not be prevented from continuing to exercise such use a legal nonconforming use.

V. PARCEL SIZE AND NUMBER REQUIREMENTS:

A. One Legal Parcel Per Contract. During the term of this Contract, the subject property shall consist only of one "legal parcel" as that term is defined in Napa County Code section 17.02.320, as amended from time to time, and all of the property within that legal parcel shall be subject to this Contract. If, at any time during the term of this Contract, the subject property is determined by the County Assessor to contain more than one legal parcel in consequence of the application by Owner and subsequent recordation by County of one or more certificate(s) of compliance, Owner agrees to immediately commence and diligently pursue to completion prior to the next property tax lien date all legal actions, including the payment of any fees prescribed by law or by resolution of County's Board of Supervisors, necessary to either rescind this Contract and simultaneously to enter into separate Williamson Contracts for each of the legal parcels within the subject property or to merge into a single legal parcel all such parcels or portions of parcels then comprising the subject property and to record and/or consent to the recordation of such documents. County and Owner further agree that if Owner establishes, to the satisfaction of the County Director of Planning, Building and Environmental Services, that it has become legally impossible for Owner, for reasons beyond the control of Owner, to either complete such merger of the subject property into a single legal parcel or to rescind and replace this Contract with new Williamson Act contracts for all of the subject property, then by their respective approval of this Contract County's Board of Supervisors shall be deemed to have authorized Owner, and Owner shall be deemed to have consented and agrees to immediately file with the County Director of Planning, Building and Environmental Services a Notice of Non-Renewal (partial) of the Contract, as permitted by Government Code section 51245 and provided in Section VII, below, for the portions of the subject property for which such corrective actions have been so determined to be legally impossible, as permitted by Government Code section 51245. Such Notice of Non-Renewal (partial) shall be accompanied by the processing fee then in effect established to cover the cost of processing the request. Simultaneously with filing such Notice of Non-Renewal (partial), Owner shall also file an application with the County Assessor, accompanied by the processing fee then in effect, requesting the County Assessor to separate for purposes of assessment ("SFAP") as of the next assessment roll the portion of the property to

which the Notice of Non-Renewal (partial) applies from the remaining portion of the subject property. As long as Owner has filed and not withdrawn such Notice of Non-Renewal (partial) and SFAP Application with the accompanying processing fees, following such determination of legal impossibility, County agrees not to seek court redress from Owner for the violation of this subsection otherwise caused by this multiplicity of legal parcels within the subject property during the remainder of term of the Contract applicable to the non-renewed portion of the subject property.

B. Minimum Parcel Size. Except as otherwise permitted in accordance with Government Code section 51230.2 in relation to certain subdivisions made for the purpose of agricultural laborer housing facilities, the legal parcel containing and comprised of the subject project during the term of this Contract shall be no less than ten (10) acres in size in the case of "prime agricultural land" and no less than forty (40) acres in size in the case of land which is not "prime agricultural land" as such term is defined in Section 51201(c) of the Government Code.

VI. TERM:

A. Date of Commencement. The term of this Contract shall commence on the property tax lien date (January 1) immediately following the date of its execution by Owner and County.

B. Length of Initial Term. The initial term of this Contract shall be ten (10) years from the Date of Commencement, unless sooner terminated in accordance with the provisions hereof.

C. Automatic Renewal. This Contract shall be automatically renewed on each succeeding January 1st, which shall be deemed to be the "annual renewal date" of the Contract. Upon each such annual renewal date, one (1) additional year shall be automatically added to the initial term hereof, unless Notice of Non-Renewal is given by Owner or County as provided in Section VII, below.

D. Length of Term after Notice of Non-Renewal. If County or Owner serves notice of intent in any year to not renew this Contract, the Contract shall remain in effect for the balance of the term remaining, dated from the Date of Commencement of the Contract or from the last automatic renewal of the Contract, whichever is latest. During the balance of the term remaining after service of the Notice of Non-Renewal, the terms and conditions of the Contract shall remain in full force and effect.

VII. NOTICE OF NON-RENEWAL:

A. Service of Notice of Non-Renewal. If either party desires in any year not to renew this Contract, the party shall serve written Notice of Non-Renewal upon the other party in advance of the annual renewal date of the Contract. If the notice is filed by the owner, the notice shall be accompanied by the fee then in effect established to cover the cost of processing the Notice. Unless such written Notice of Non-Renewal is served by Owner at least ninety (90) days prior to the annual renewal date, or by County at least sixty (60) days prior to the annual renewal date, this Contract shall be considered renewed for another year as provided in Section VI(C), above. A Notice of Non-Renewal filed after such dates but prior to the annual renewal date shall be deemed to have been filed after the annual renewal date and shall not become effective until the next annual renewal date.

No later than twenty (20) days after County receives a Notice of Non-Renewal from Owner, serves a Notice of Non-Renewal upon Owner, or withdraws a Notice on Non-Renewal,

the clerk of the board shall record with the county recorder a copy of the Notice of Non-Renewal or Notice of Withdrawal of Non-Renewal.

B. Protest and Withdrawal. If County serves a written Notice of Non-Renewal of this Contract as provided in (A), above, Owner may submit to County, within ten (10) days after Owner's receipt of the Notice of Non-Renewal, a written protest of such non-renewal. County may, in its sole discretion, at any time prior to the next annual renewal date, withdraw its Notice of Non-Renewal, in which case this Contract shall continue in full force and effect as if no Notice of Non-Renewal had been served by County.

C. Execution of Notice of Non-Renewal. A written Notice of Non-Renewal submitted for Owner must be executed by all owners of a fee interest and by all owners of a security interest in the subject property.

D. Partial Non-Renewal. Except as provided in Section V(A), above, a written Notice of Non-Renewal under this Contract must relate to the whole of the subject property, including but not limited to all property that was originally included in a single Williamson Act contract but later was subdivided for joint family management purposes pursuant to Government Code section 51230.1 and each resulting parcel placed in its own Williamson Act contract.

VIII. <u>ASSESSMENT</u>:

A. Enforceable Restriction. The subject property shall be enforceably restricted within the meaning, and for the purpose, of Section 8 of Article XIII of the California Constitution. The County Assessor shall assess the subject property in accordance with the provisions of Article 1.5 of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, commencing with Section 421 thereof.

B. Calculation of Income. For the purposes of Revenue and Taxation Code Section 423(a)(3), the parties stipulate that for purposes of calculating the value of the subject property, County, through its Assessor, shall apply either (i) the then actual agricultural and compatible uses rental income earned by the subject property, or (ii) the fair rental income (also known as the market or economic rental income) which the subject property is capable of earning, whichever is greater.

C. Valuation After Service of Notice of Non-Renewal. If either party serves a Notice of Non-Renewal pursuant to the provisions of Section VII, above, the County Assessor shall thereafter value the subject property in the manner provided in Revenue and Taxation Code Section 426; provided, however, that if during the term of this Contract the State of California provides through appropriate legislation other methods for assessing the subject property either before or after the filing of a Notice of Non-Renewal, the County Assessor shall assess the subject property in accordance with such legislation and any amendments thereto.

IX. <u>AUTOMATIC TERMINATION BY EMINENT DOMAIN</u>: The effect on the subject property and the legal relationship of the parties under this Contract of any of the following events shall be as set forth in the Williamson Act, as such may be amended from time:

A. Eminent Domain. Any action in eminent domain for condemnation of the fee title or any interest less than the fee title of the subject property or any portion thereof; or

B. Acquisition in Lieu of Eminent Domain. The acquisition of the subject property for a "public improvement" by a public agency or other person "in lieu of eminent domain," as those terms are defined in the Act; or

C. Federal Acquisition. Any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government.

X. CONTRACT SUBJECT TO EXERCISE OF POLICE POWER: Nothing in this Contract shall limit or supersede the planning, zoning, health, safety or other police powers of County or the right of County to exercise such powers with regard to the subject property, including, but not limited to, those powers derived from the State Planning and Zoning Law and the State Housing Law.

XI. CANCELLATION:

A. Petition for Cancellation. Except as otherwise provided in Government Code section 51257 in relation to removal of land from Williamson Act contracts in connection with certain lot line adjustments, this Contract may not be canceled in whole or in part in relation to any portion of the subject property except following a request by Owner in conformance with the provisions of this Section and in compliance with the provisions of the Williamson Act pertaining to cancellation. In accordance with such cancellation provisions, Owner may petition the Board for cancellation of this Contract as to all or any portion of the subject property. Any Owner-initiated request to cancel must be joined in by all owners of a fee interest and all owners of a security interest in the subject property. For purposes of this Section, "subject property" includes, but is not limited to, all property originally included in a single Williamson Act contract but later subdivided pursuant to Government Code section 51230.1 and each resulting parcel placed in its own Williamson Act contract.

B. Notice and Hearing on Petition for Cancellation. Following the filing of the petition for cancellation of the Contract described in subsection (A), above, County shall give notice of, and the Board shall hold a public hearing on the matter in accordance with the provisions of California law pertaining to cancellation of Williamson Act contracts, including Government Code Section 51284. In addition, at least ten (10) working days prior to the hearing, a notice of the hearing and a copy of the Owner's Petition for Cancellation shall be mailed to the Director of Planning, Building and Environmental Services.

C. Required Findings. Following such public hearing, the Board may approve the requested cancellation of the Contract only if the Board makes such findings as are required by Sections 51280 et. seq. of the Act. The existence of an opportunity for another use of the subject property shall not be sufficient reason for the cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is no proximate, non-contracted land suitable for the use proposed for the subject property. Likewise, the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this Contract, but shall be considered only if the subject property may be put to no other reasonable or comparable agricultural use.

D. Payment of Cancellation Fees. As part of any petition by Owner for the cancellation of this Contract, Owner shall acknowledge Owner's readiness and willingness to pay to the County Treasurer a cancellation fee equal to the amount calculated pursuant to Section 51283 of the Code, as that section may be in effect at the time of the petition. If the petition for cancellation is approved by the Board, collection and distribution of the cancellation fee shall be accomplished in the manner as specified in the Williamson Act. Upon compliance with the

provisions of Government Code section 51283.4, the Board shall execute a certificate of cancellation of contract and cause the same to be recorded.

XII. SUBDIVISION; LOT LINE ADJUSTMENT:

A. Subdivision. The subject property shall not be subdivided during the term of this Contract except to the extent:

(1) permitted by section 51230.1, in which case Owner and County shall simultaneously rescind and enter into new Williamson Act contracts for each of the resulting parcels; or

(2) permitted by section 51230.2, in which case all of the subdivided property shall be subject to the same contract.

B. Lot Line Adjustment. County and Owner expressly agree that application by Owner for a lot line adjustment involving the subject property or any portion thereof shall be deemed by Owner and County to constitute a request and consent by Owner to rescind and replace this Contract with one or more new Williamson Act contracts for the resulting parcels, so as to ensure that all of the subject property will remain under Williamson Act contract following approval and completion of the lot line adjustment, except as otherwise provided by Government Code section 51257 if the lot line adjustment is approved prior to sunset of that provision, and to further ensure that all of the property within each adjusted parcel which contains any portion of the subject property will fully comply with the requirements of subsection (A) of Section V that each replacement Williamson Act contract contain only one legal parcel and all property within each successor legal parcel remains subject to a Williamson Act contract. County hereby agrees that as long as Owner has executed such replacement contracts, obtained execution of such contracts with any other owners of land involved in the lot line adjustment, and filed such executed contracts with County, along with any required contract application fees, prior to or simultaneously with the filing with County Director of Public Works of the deeds necessary to consummate the lot line adjustment, County will not deem Owner to be in breach of Section V of this Contract even though, in consequence of those provisions of the Williamson Act pertaining to the timing of approval of new contracts, approval and recording of the replacement Williamson Act contracts at the earliest legally available opportunity may not occur until after the lot line adjustment deeds have been recorded.

XIII. VOLUNTARY CONVEYANCE; ENCUMBRANCES:

A. Conveyance Limitations for Subject Property under Joint Management Agreement. Subject property originally included with other property in a single Williamson Act contract but later subdivided into a separate legal parcel pursuant to Government Code section 51230.1 subject to a family joint management agreement and thereafter incorporated into this Contract shall not be conveyed by Owner to anyone other than a member of Owner's immediate family unless all of the resulting parcels containing the property included in the original single Williamson Act contract are conveyed to a single individual by deeds which merge all such parcels into a single legal parcel subject to a replacement Williamson Act contract.

B. Encumbrance Limitations for Subject Property under Joint Management Agreement. Subject property originally included with other property in a single Williamson Act contract but later subdivided into a separate legal parcel pursuant to Government Code section 51230.1 subject to a family joint management agreement and thereafter incorporated into this Contract shall not be encumbered unless all of the parcels containing the property that had been

included in the original Williamson Act contract prior to such subdivision are also encumbered as a part of the same transaction.

XIV. AUTOMATIC TERMINATION: If it should be finally determined by judicial proceedings that this Contract does not constitute an enforceable restriction within the meaning of the California Revenue and Taxation Code, except for an unenforceability arising out of the non-renewal of this Contract, for any tax year during the term of this Contract or any renewals thereof, then, and in that event, this Contract shall be null, void and without further effect, and the subject property shall be from that time free from any restriction whatsoever under this Contract.

XV. ENFORCEMENT OF CONTRACT: Any conveyance, contract, or authorization (whether oral or written) by Owner or the successors in interest of Owner which would permit use of the subject property contrary to the terms of this Contract may be declared void by the County's Board of Supervisors and such declaration and the terms and provisions of this Contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining the breach thereof. The enforcement proceedings provided in this Contract shall not be exclusive, and both the Owner and County may pursue any other remedies available to them in law or equity.

XVI. MATERIAL BREACH: Any commercial, industrial, or residential building constructed that exceeds 2,500 square feet, that is not allowed under the Williamson Act, this contract, local uniform rules or ordinances consistent with the provisions of the Williamson Act, and that is not related to an agricultural use or compatible use, will be considered to be a material breach of the contract pursuant to California Government Code Section 51250. The County shall notify the Owner of the breach. The Owner will have sixty (60) days from the time of delivery of the notice, if delivered in person, sixty-five (65) days from the date of mailing if the notice is mailed to the Owner at an address within the State of California, or seventy (70) days from the date of mailing if the notice is mailed to the Owner at an address outside the State of California to eliminate the condition that caused the breach. If the breach is not eliminated within the specified timeframe, the Board shall hold a noticed public hearing pursuant to California Government Code Section 51250 to hear evidence regarding the alleged breach and if the Board determines at the conclusion of the hearing that a material breach continues to exist as described in this section, the Board may order the Owner to eliminate the condition that caused the breach or assess a monetary penalty and record a certificate of contract termination. If the Owner disagrees with the determination, the Owner may pursue any other legal remedy that is available. All County costs associated with elimination of the breach shall be borne by the Owner. Costs shall be as established by Resolution of the Board.

XVII. INDEMNIFICATION; EXCULPATORY CLAUSE:

A. Hold Harmless, Defense and Indemnification. Owner agrees to defend, indemnify and hold County harmless from any claim, demand or causes of action or action for damages involving Owner's interest or rights in and to the subject property or arising out of the existence or implementation of this Contract.

B. Warranty of Authority of Signatories for Owner and Encumbrance Holders. All persons signing this Contract as Owner represent that they own fee title interest in the

subject property and are entitled to and possess the authority to enter into this Contract and to bind the subject property in accordance with the terms of this Contract. All persons signing this Contract as lessees or as holders of encumbrances on the subject property represent that they legally own such leasehold interest or hold such encumbrances and are authorized and entitled to subrogate such encumbrances or leasehold interests to the terms and conditions of this Contract.

XVIII. COSTS OF LITIGATION: If County is made party, without any fault on its part, to any litigation commenced by or against Owner, Owner shall and will pay all costs together with reasonable attorney's fees incurred by or imposed upon County by or in connection with such litigation; further, Owner shall and will pay all costs and reasonable attorney's fees which may be incurred or paid by County in enforcing the covenants and agreements of this Contract.

XIX. PENALTY:

A. Failure of Interested Party to Sign Contract. If, after submission of this Contract by Owner to County and execution of this Contract by County, it is determined that a person or entity who has an interest in the subject property has not signed the Contract, then Owner shall be obligated to County for a sum equal to the difference between the taxes actually assessed and paid under the Contract and the taxes that would have been assessed and paid in the absence of a Contract. Such additional sum shall be levied for all times during which such interested person has not signed the Contract. The calculation of such tax differential shall be pro-rated on a monthly basis until Owner obtains the necessary additional signatures.

B. Continuing Obligation Absent Recorded Assumption. In the event of a conveyance of the subject property, the Owner shall continue to be personally liable for such additional sums incurred under subsection (A) even after the conveyance of all of Owner's interest in the subject property, unless there has been recorded in the office of the Napa County Recorder a document approved as to form by the Napa County Counsel, by which the new Owner assumes all such liabilities.

XX. NO WAIVER: The waiver by either party to this Contract of any breach or violation of any requirement of this Contract by the other party 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 Contract.

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

COUNTY
Napa County Planning, Building &
Environmental Services Department
1195 Third Street, Suite 210
Napa, CA 94559

OWNER
_____
_____
_____

AGENT FOR SERVICE OF PROCESS
_____
_____
_____

XXII. SEVERABILITY: If any of the provisions of this Contract shall contravene, or be invalid under any law, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

XXIII. SUCCESSORS IN INTEREST: This Contract shall constitute a covenant running with the subject property and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. This Contract may be enforced by either party or by any owner of land within the same agricultural preserve which is subject to a similar Contract.

XXIV. ASSESSMENT INFORMATION: During the term of this Contract and thereafter until all statutes of limitation applicable to assessment of property taxes for the subject property for periods during the term of the Contract, Owner shall provide County, upon request, with all information concerning Owner's agricultural activities upon the subject property, including income derived and expenses incurred in the course of Owner's agricultural pursuits in relation to the subject property. Said information is agreed by the parties to be necessary to implement the property tax assessment process, pursuant to the Williamson Act and the corresponding relevant portions of the California Revenue and Taxation Code, and said information shall be, at the request of the County, verified by a public accountant without expense to County.

XXV. JOINT MANAGEMENT AGREEMENT: If, during the term of this Contract, Owner desires to subdivide the subject property under the conditions permitted by Government Code section 51230.1 for intra-family transfers under joint management agreement, the following provisions shall apply:

A. Obligation to Submit Joint Management Agreement to County. Owner agrees that no final subdivision or parcel map submitted by or on behalf of Owner to the County Director of Public Works shall be deemed authorized by Owner for recordation unless Owner has simultaneously submitted to County a fully executed written joint management agreement between Owner and the immediate family members of Owner who are parties to the proposed transfer of the parcels to be created by the subdivision map or parcel map.

B. Minimum Contents of Joint Management Agreement. The joint management agreement required under subsection (A), above, shall provide, at a minimum, the following: the parties to the agreement warrant that the portion of land to be transferred will be operated under the joint management of the parties subject to the terms and conditions and for the duration of

this Contract as if it were still a single unsubdivided unit; for purposes of the joint management agreement and Government Code section 51230.1, the term "immediate family" means the spouse, registered domestic partner, the biological, adopted, or step children, the parents, or the siblings of Owner; the parties to the agreement agree and acknowledge that County is an intended third party beneficiary of the joint management agreement; County shall have the right, as a third party beneficiary to the agreement, to enforce the terms thereof; and the parties to the agreement, including Owner, shall be jointly and severally liable to pay all costs and reasonable attorney's fees which may be incurred or paid by County in enforcing the agreement.

IN WITNESS WHEREOF, Owner and County have hereunto executed this Contract as of the day and year first above written.

OWNER(S)

_____
Signature Title

_____
Printed Name

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: _____ Deputy County Counsel Date: Doc.	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

SUBROGATION

WE, THE UNDERSIGNED LESSEES OR TRUST DEED OR OTHER ENCUMBRANCE HOLDERS, DO HEREBY AGREE TO, AND AGREE TO BE BOUND BY, THE TERMS OF THIS CONTRACT.

Name	Nature of Interest or Encumbrance

NOTE: All holders of a fee or leasehold interest and all holders of a security interest in the subject property as of the date of approval by County shall join in the execution of this Contract. **All such signatures must be acknowledged by a Notary.**

Recording requested by and when recorded send to: Napa County Planning, Building & Environmental Services Department 1195 Third Street, Suite 210 Napa, California 94559 **Recording Exempt from Recording Fee: Gov. Code section 27383** **APN (s): xxx-xxx-xxx**	**FOR USE BY RECORDER ONLY**

NAPA COUNTY AGRICULTURAL PRESERVE CONTRACT

(TYPE "H")

THIS TYPE H AGRICULTURAL PRESERVE CONTRACT NO. ___-_____ is made and entered into as of this ____day of December, 20__, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and _____, a _____, hereinafter referred to as "Owner".

RECITALS

WHEREAS, Owner is the owner of certain real property ("the subject property") located in the unincorporated area of Napa County, known as Assessor's Parcel Number(s) _____ on the Napa County Assessor's Maps in effect on the date first above written, and further described in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, as permitted by the Williamson Act (Government Code section 51200 *et seq.* hereinafter referred to as "the Act"), County's Board of Supervisors by resolution has adopted Rules governing the establishment and administration of agricultural preserves ("Type H preserves") on lands in the unincorporated territory of Napa County not zoned Agricultural Preserve but nevertheless primarily devoted to and suitable for agricultural use as defined in Government Code section 51201(b) and as to which County desires to offer landowners the opportunity to enter into Type H agricultural preserve contracts; and

WHEREAS, County having, upon application by Owner, established a Type H agricultural preserve comprised of the subject project, County and Owner now desire to enter into this Type H Contract for the subject property, for the purpose of enforceably restricting the use of the subject property to agricultural uses and uses deemed compatible with agriculture, as part of an overall program by County and the State of California under the Act to maximize the amount of agricultural land preserved and maintain the local agricultural economy in order to conserve the economic resources of the State and County, assure an adequate food supply for future residents of the County and State, discourage premature and unnecessary conversion of agricultural land to other than agricultural uses, and prevent loss of the value to the public of the

open space utility of the land, County and Owner mutually recognizing that the subject property, when so preserved for agriculture and open space constitutes an important physical, social, aesthetic and economic asset of County and the State of California; and

WHEREAS, the placement of the subject property in a Type H preserve and the accompanying execution and approval of this Contract by County's Board of Supervisors constitutes a determination by the Board that the highest and best use of the subject property during the term of the Contract or any renewal thereof is for agricultural and compatible uses, as defined in this Contract, the Rules and regulations applicable to the agricultural preserve, and the Act; and

WHEREAS, Owner and County intend the terms, conditions and restrictions of this Contract to be substantially similar to or, as permitted by Government Code section 51240, more restrictive than those required generally for agricultural preserve contracts by the Act and to that end intend that this Contract shall constitute an "enforceable restriction" within the meaning and for the purposes of Section 8 of Article XIII of the California Constitution and Sections 422 and 423 of the California Revenue and Taxation Code;

TERMS

NOW, THEREFORE, Owner and County, in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

I. CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT: This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200), as amended, commonly known as the Williamson Act, and is subject to all the provisions of that Act which are herein incorporated by reference, including any subsequent amendments thereto. This Contract is also subject to the provisions of those Type H Rules adopted by resolution of County's Board of Supervisors and amended from time to time thereafter which are in effect during the term of this Contract.

II. DEFINITIONS: Except as expressly otherwise set forth herein, the definitions set forth in Government Code section 51201 shall apply to this Contract. In addition, for purposes of this Contract, "Owner" or "Owners" shall mean all persons having any record title interest in the subject property.

III. CONSIDERATION AND WAIVER OF PAYMENT: Owner shall not receive any payment from County in consideration of the obligations imposed on Owner or its successors in interest under this Contract, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom, and the advantage that may accrue to the Owner as a result of the effect upon the assessed value of the subject property on account of the restrictions on the use of the subject property contained in this Contract.

IV. RESTRICTIONS ON USE OF PROPERTY:

A. Permitted Uses. During the term of this Contract, the subject property shall not be used by Owner or Owner's successors in interest for any purpose other than the following, obtaining all necessary use or other permits for such uses when required by County zoning, building, or other ordinances:

(1) *Agriculture*, which, for the purposes of this Contract shall mean the raising of crops or livestock, including the following:

- Growing and raising trees, vines, shrubs, berries, vegetables, nursery stock, hay, grain and similar food crops and fiber crops;
- Grazing of livestock and feeding incidental thereto;
- Animal husbandry, including, without limitation, the breeding and raising of cattle, sheep, horses, goats, pigs, rabbits, and poultry and egg production;
- Sale of agricultural products grown, raised or produced on the subject property;

(2) Farm management uses meeting all of the standards in subsections (F)(1) through (F)(6) of section 18.08.040 of the Napa County Code.

(3) *One single family dwelling or one mobilehome* for the entire subject property, if otherwise permitted by County's zoning, building and safety regulations. If more than one single family dwelling, other than a second dwelling unit as described in (4), below, otherwise permitted by County zoning regulations including those pertaining to legal nonconformities exists on the subject property upon commencement of the term of the Contract, Owner shall either convert such additional unit(s) to one of the other uses permitted under this Section or shall remove the unit(s);

(4) *One second dwelling unit*, either attached to or detached from the single family dwelling unit described in (3), above, provided that all of the conditions set forth in Section 18.104.180 of the Napa County Code are met;

(5) *Residential Care Facilities (Small)*, as defined in Section 18.08.540(A) of the Napa County Code;

(6) *Family Day Care Homes (Small)*, as defined in Section 18.08.290(A) of the Napa County Code;

(7) *Family Day Care Homes (Large)*, subject to Section 18.08.290(B) of the Napa County Code;

(8) *One guest cottage*, provided that all of the conditions set forth in Section 18.104.080 of the Napa County Code are met;

(9) *Farm labor housing*;

(10) *Agricultural processing facilities,* including but not limited to, wineries, dairies, dehydrators, and fruit and vegetable packing plants, and permitted uses accessory thereto;

(11) *Kennels, horse boarding and/or training facilities, and veterinary facilities*;

(12) *Feed lots*;

(13) *Non-commercial wind energy and conversion systems;*

(14) *Antennas, cable, telephone and other telecommunications facilities, including satellite earth stations*, to the extent permitted by Chapters 18.20, 18.119, and/or 18.120 of the Napa County Code;

(15) *Floating Dock*, as permitted by Section 18.20.020 of the Napa County Code;

(16) *Maintenance and emergency repairs of legally-created levees*, as permitted by Section 18.20.020 of the Napa County Code;

(17) *Temporary Events*, as defined in Chapter 5.36 of the Napa County Code, as long as such events are conducted during normal fallow periods in the agricultural use of the subject property or are otherwise conducted in a manner which does not prevent agricultural use of the subject property;

(18) *Erection, construction, alteration or maintenance of gas, electric, water and sewage facilities*, including transmission lines and water reservoirs, as long as such facilities do not prevent or otherwise interfere with the primary use of the subject property for agriculture;

(19) *Public outdoor recreational uses* permitted by the Napa County Code for the zoning district within which the subject property is located, as long as such uses are also conducted in a manner consistent with Section 51238.1 of the California Government Code.

B. Effect of Change in Zoning Regulations and Preserve Rules. This Contract may prohibit certain uses of the subject property that would otherwise be allowed by the zoning district in which the subject property is located. Nevertheless, during the term of this Contract the permitted uses of the subject property shall be limited to those uses identified in subsection (A), above. County and Owner further agree that if, during the term of this Contract, County's Board of Supervisors amends such Rules, in the manner permitted by the Williamson Act, to permit additional uses within Type H preserves or to restrict or eliminate within Type H preserves any of the uses set forth in subsection (A), such amendment shall be deemed automatically incorporated into subsection (A), above, as an amendment of this Contract from that point forward. Notwithstanding the preceding sentence, in the event that the zoning is changed to eliminate a use which is provided for in subsection (A), and Owner has not exercised such use if a use permit is not required, or obtained a use permit and used that use permit in the manner contemplated by subsection (A)(2) or (A)(3), or subsection (B), of section 18.124.080 prior to the adoption of the zoning change, exercising such use shall not be permitted. If an Owner has engaged in a use formerly allowed by both subsection (A) and the zoning regulations in the manner contemplated by subsection (A)(2) or (A)(3), or subsection (B), of section 18.124.080, and the zoning subsequently changes to prohibit such use, Owner shall not be prevented from continuing to exercise such use a legal nonconforming use

V. PARCEL SIZE AND NUMBER REQUIREMENTS:

A. One Legal Parcel Per Contract. During the term of this Contract, the subject property shall consist only of one "legal parcel" as that term is defined in Napa County Code section 17.02.320, as amended from time to time, and all of the property within that legal parcel shall be subject to this Contract. If, at any time during the term of this Contract, the subject property is determined by the County Assessor to contain more than one legal parcel in consequence of the application by Owner and subsequent recordation by County of one or more certificate(s) of compliance, Owner agrees to immediately commence and diligently pursue to completion prior to the next property tax lien date all legal actions, including the payment of any fees prescribed by law or by resolution of County's Board of Supervisors, necessary to either rescind this Contract and simultaneously to enter into separate Williamson Contracts for each of the legal parcels within the subject property or to merge into a single legal parcel all such parcels or portions of parcels then comprising the subject property and to record and/or consent to the recordation of such documents. County and Owner further agree that if Owner establishes, to the satisfaction of the County Director of Planning, Building & Environmental Services, that it has

become legally impossible for Owner, for reasons beyond the control of Owner, to either complete such merger of the subject property into a single legal parcel or to rescind and replace this Contract with new Williamson Act contracts for all of the subject property, then by their respective approval of this Contract the board of supervisors of County shall be deemed to have authorized Owner, and Owner shall be deemed to have consented and agrees to immediately file with the County Director of Planning, Building & Environmental Services a Notice of Non-Renewal (partial) of the Contract, as permitted by Government Code section 51245 and provided in Section VII, below, for the portions of the subject property for which such corrective actions have been so determined to be legally impossible, as permitted by Government Code section 51245. Such Notice of Non-Renewal (partial) shall be accompanied by the processing fee then in effect established to cover the cost of processing the request. Simultaneously with filing such Notice of Non-Renewal (partial), Owner shall also file an application with the County Assessor, accompanied by the processing fee then in effect, requesting the County Assessor to separate for purposes of assessment ("SFAP") as of the next assessment roll the portion of the property to which the Notice of Non-Renewal (partial) applies from the remaining portion of the subject property. As long as Owner has filed and not withdrawn such Notice of Non-Renewal (partial) and SFAP Application with the accompanying processing fees, following such determination of legal impossibility, County agrees not to seek court redress from Owner for the violation of this subsection otherwise caused by this multiplicity of legal parcels within the subject property during the remainder of term of the Contract applicable to the non-renewed portion of the subject property.

B. Minimum Parcel Size. Except as otherwise permitted in accordance with Government Code section 51230.2 in relation to certain subdivisions made for the purpose of agricultural laborer housing facilities, the legal parcel containing and comprised of the subject project during the term of this Contract shall be no less than ten (10) acres in size in the case of "prime agricultural land" and no less than forty (40) acres in size in the case of land which is not "prime agricultural land" as such term is defined in Section 51201(c) of the Government Code.

VI. TERM:

A. Date of Commencement. The term of this Contract shall commence on the property tax lien date (January 1) immediately following the date of its execution by Owner and County.

B. Length of Initial Term. The initial term of this Contract shall be ten (10) years from the Date of Commencement, unless sooner terminated in accordance with the provisions hereof.

C. Automatic Renewal. This Contract shall be automatically renewed on each succeeding January 1st, which shall be deemed to be the "annual renewal date" of the Contract. Upon each such annual renewal date, one (1) additional year shall be automatically added to the initial term hereof, unless Notice of Non-Renewal is given by Owner or County as provided in Section VII, below.

D. Length of Term after Notice of Non-Renewal. If County or Owner serves notice of intent in any year to not renew this Contract, the Contract shall remain in effect for the balance of the term remaining, dated from the Date of Commencement of the Contract or from the last automatic renewal of the Contract, whichever is latest. During the balance of the term remaining after service of the Notice of Non-Renewal, the terms and conditions of the Contract shall remain in full force and effect.

VII. NOTICE OF NON-RENEWAL:

A. Service of Notice of Non-Renewal. If either party desires in any year not to renew this Contract, the party shall serve written Notice of Non-Renewal upon the other party in advance of the annual renewal date of the Contract. If the notice is filed by the owner, the notice shall be accompanied by the fee then in effect established to cover the cost of processing the Notice. Unless such written Notice of Non-Renewal is served by Owner at least ninety (90) days prior to the annual renewal date, or by County at least sixty (60) days prior to the annual renewal date, this Contract shall be considered renewed for another year as provided in Section VI(C), above. A Notice of Non-Renewal filed after such dates but prior to the annual renewal date shall be deemed to have been filed after the annual renewal date and shall not become effective until the next annual renewal date.

No later than twenty (20) days after County receives a Notice of Non-Renewal from Owner, serves a Notice of Non-Renewal upon Owner, or withdraws a Notice on Non-Renewal, the clerk of the board shall record with the county recorder a copy of the Notice of Non-Renewal or Notice of Withdrawal of Non-Renewal.

B. Protest and Withdrawal. If County serves a written Notice of Non-Renewal of this Contract as provided in (A), above, Owner may submit to County, within ten (10) days after Owner's receipt of the Notice of Non-Renewal, a written protest of such non-renewal. County may, in its sole discretion, at any time prior to the next annual renewal date, withdraw its Notice of Non-Renewal, in which case this Contract shall continue in full force and effect as if no Notice of Non-Renewal had been served by County.

C. Execution of Notice of Non-Renewal. A written Notice of Non-Renewal submitted for Owner must be executed by all owners of a fee interest and by all owners of a security interest in the subject property.

D. Partial Non-Renewal. Except as provided in Section V(A), above, a written Notice of Non-Renewal under this Contract must relate to the whole of the subject property, including but not limited to all property that was originally included in a single Williamson Act contract but later was subdivided for joint family management purposes pursuant to Government Code section 51230.1 and each resulting parcel placed in its own Williamson Act contract.

VIII. ASSESSMENT:

A. Enforceable Restriction. The subject property shall be enforceably restricted within the meaning, and for the purpose, of Section 8 of Article XIII of the California Constitution. The County Assessor shall assess the subject property in accordance with the provisions of Article 1.5 of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, commencing with Section 421 thereof.

B. Calculation of Income. For the purposes of Revenue and Taxation Code Section 423(a)(3), the parties stipulate as follows:

(1) Rental Income. For purposes of calculating the value of the subject property, County, through its Assessor, shall apply either (*i*) the then actual agricultural and compatible uses rental income earned by the subject property, or (*ii*) the fair rental income (also known as the market or economic rental income) which the subject property is capable of earning, whichever is greater.

(2) Minimum Imputed Income. In all events, the rental income to be used by the Assessor pursuant to subsection (1) above shall not be less than $175.00 per acre (or fraction

thereof) per year, this amount being designated as the "minimum imputed income" for the purposes of the Contract.

(3) Adjustment of Minimum Imputed Income. The "minimum imputed income" shall be subject to review by the Board during each fifth year of the Contract. As a consequence of such review, including consideration of the trend of real estate sales and rental values, and general economic movements, the Board may determine to increase or decrease the "minimum imputed income" by an amount not to exceed ten percent (10%) for the next succeeding five (5) year period. Subsequent fifth year reviews by the Board may authorize County to make similar adjustments upward or downward to said "minimum imputed income," but in no event shall such amount decline below that specified in Section VIII(B)(2) above.

C. Valuation After Service of Notice of Non-Renewal. If either party serves a Notice of Non-Renewal pursuant to the provisions of Section VII, above, the County Assessor shall thereafter value the subject property in the manner provided in Revenue and Taxation Code Section 426; provided, however, that if during the term of this Contract the State of California provides through appropriate legislation other methods for assessing the subject property either before or after the filing of a Notice of Non-Renewal, the County Assessor shall assess the subject property in accordance with such legislation and any amendments thereto.

IX. AUTOMATIC TERMINATION BY EMINENT DOMAIN: The effect on the subject property and the legal relationship of the parties under this Contract of any of the following events shall be as set forth in the Williamson Act, as such may be amended from time:

A. Eminent Domain. Any action in eminent domain for condemnation of the fee title or any interest less than the fee title of the subject property or any portion thereof; or

B. Acquisition in Lieu of Eminent Domain. The acquisition of the subject property for a "public improvement" by a public agency or other person "in lieu of eminent domain," as those terms are defined in the Act; or

C. Federal Acquisition. Any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government.

X. CONTRACT SUBJECT TO EXERCISE OF POLICE POWER: Nothing in this Contract shall limit or supersede the planning, zoning, health, safety or other police powers of County or the right of County to exercise such powers with regard to the subject property, including, but not limited to, those powers derived from the State Planning and Zoning Law and the State Housing Law.

XI. CANCELLATION:

A. Petition for Cancellation. Except as otherwise provided in Government Code section 51257 in relation to removal of land from Williamson Act contracts in connection with certain lot line adjustments, this Contract may not be canceled in whole or in part in relation to any portion of the subject property except following a request by Owner in conformance with the provisions of this Section and in compliance with the provisions of the Williamson Act pertaining to cancellation. In accordance with such cancellation provisions, Owner may petition the Board for cancellation of this Contract as to all or any portion of the subject property. Any Owner-initiated request to cancel must be joined in by all owners of a fee interest and all owners of a security interest in the subject property. For purposes of this Section, "subject property"

includes, but is not limited to, all property originally included in a single Williamson Act contract but later subdivided pursuant to Government Code section 51230.1 and each resulting parcel placed in its own Williamson Act contract.

B. Notice and Hearing on Petition for Cancellation. Following the filing of the petition for cancellation of the Contract described in subsection (A), above, County shall give notice of, and the Board shall hold a public hearing on the matter in accordance with the provisions of California law pertaining to cancellation of Williamson Act contracts, including Government Code Section 51284. In addition, at least ten (10) working days prior to the hearing, a notice of the hearing and a copy of the Owner's Petition for Cancellation shall be mailed to the Director of Planning, Building and Environmental Services.

C. Required Findings. Following such public hearing, the Board may approve the requested cancellation of the Contract only if the Board makes such findings as are required by Sections 51280 et. seq. of the Act. The existence of an opportunity for another use of the subject property shall not be sufficient reason for the cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is no proximate, non-contracted land suitable for the use proposed for the subject property. Likewise, the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this Contract, but shall be considered only if the subject property may be put to no other reasonable or comparable agricultural use.

D. Payment of Cancellation Fee. As part of any petition by Owner for the cancellation of this Contract, Owner shall acknowledge Owner's readiness and willingness to pay to the County Treasurer a cancellation fee equal to the amount calculated pursuant to Section 51283 of the Code, as that section may be in effect at the time of the petition. If the petition for cancellation is approved by the Board, collection and distribution of the cancellation fee shall be accomplished in the manner as specified in the Williamson Act. Upon compliance with the provisions of Government Code section 51283.4, the Board shall execute certificate of cancellation of contract and cause the same to be recorded.

XII. SUBDIVISION; LOT LINE ADJUSTMENT:

A. Subdivision. The subject property shall not be subdivided during the term of this Contract except to the extent:

(1) permitted by section 51230.1, in which case Owner and County shall simultaneously rescind and enter into new Williamson Act contracts for each of the resulting parcels; or

(2) permitted by section 51230.2, in which case all of the subdivided property shall be subject to the same contract.

B. Lot Line Adjustment. County and Owner expressly agree that application by Owner for a lot line adjustment involving the subject property or any portion thereof shall be deemed by Owner and County to constitute a request and consent by Owner to rescind and replace this Contract with one or more new Williamson Act contracts for the resulting parcels, so as to ensure that all of the subject property will remain under Williamson Act contract following approval and completion of the lot line adjustment, except as otherwise provided by Government Code section 51257 if the lot line adjustment is approved prior to sunset of that provision, and to further ensure that all of the property within each adjusted parcel which contains any portion of the subject property will fully comply with the requirements of subsection (A) of Section V that each replacement Williamson Act contract contain only one legal parcel and all property within

each successor legal parcel remains subject to a Williamson Act contract. County hereby agrees that as long as Owner has executed such replacement contracts, obtained execution of such contracts with any other owners of land involved in the lot line adjustment, and filed such executed contracts with County, along with any required contract application fees, prior to or simultaneously with the filing with County Director of Public Works of the deeds necessary to consummate the lot line adjustment, County will not deem Owner to be in breach of Section V of this Contract even though, in consequence of those provisions of the Williamson Act pertaining to the timing of approval of new contracts, approval and recording of the replacement Williamson Act contracts at the earliest legally available opportunity may not occur until after the lot line adjustment deeds have been recorded.

XIII. VOLUNTARY CONVEYANCE; ENCUMBRANCES:

A. Conveyance Limitations for Subject Property under Joint Management Agreement. Subject property originally included with other property in a single Williamson Act contract but later subdivided into a separate legal parcel pursuant to Government Code section 51230.1 subject to a family joint management agreement and thereafter incorporated into this Contract shall not be conveyed by Owner to anyone other than a member of Owner's immediate family unless all of the resulting parcels containing the property included in the original single Williamson Act contract are conveyed to a single individual by deeds which merge all such parcels into a single legal parcel subject to a replacement Williamson Act contract.

B. Encumbrance Limitations for Subject Property under Joint Management Agreement. Subject property originally included with other property in a single Williamson Act contract but later subdivided into a separate legal parcel pursuant to Government Code section 51230.1 subject to a family joint management agreement and thereafter incorporated into this Contract shall not be encumbered unless all of the parcels containing the property that had been included in the original Williamson Act contract prior to such subdivision are also encumbered as a part of the same transaction.

XIV. AUTOMATIC TERMINATION: If it should be finally determined by judicial proceedings that this Contract does not constitute an enforceable restriction within the meaning of the California Revenue and Taxation Code, except for an unenforceability arising out of the non-renewal of this Contract, for any tax year during the term of this Contract or any renewals thereof, then, and in that event, this Contract shall be null, void and without further effect, and the subject property shall be from that time free from any restriction whatsoever under this Contract.

XV. ENFORCEMENT OF CONTRACT: Any conveyance, contract, or authorization (whether oral or written) by Owner or the successors in interest of Owner which would permit use of the subject property contrary to the terms of this Contract may be declared void by the County's Board of Supervisors and such declaration and the terms and provisions of this Contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining the breach thereof. The enforcement proceedings provided in this Contract shall not be exclusive, and both the Owner and County may pursue any other remedies available to them in law or equity.

XVI. MATERIAL BREACH: Any commercial, industrial, or residential building constructed that exceeds 2,500 square feet, that is not allowed under the Williamson Act, this contract, local uniform rules or ordinances consistent with the provisions of the Williamson Act, and that is not related to an agricultural use or compatible use, will be considered to be a material breach of the contract pursuant to California Government Code Section 51250. The County shall notify the Owner of the breach. The Owner will have sixty (60) days from the time of delivery of the notice, if delivered in person, sixty-five (65) days from the date of mailing if the notice is mailed to the Owner at an address within the State of California, or seventy (70) days from the date of mailing if the notice is mailed to the Owner at an address outside the State of California to eliminate the condition that caused the breach. If the breach is not eliminated within the specified timeframe, the Board shall hold a noticed public hearing pursuant to California Government Code Section 51250 to hear evidence regarding the alleged breach and if the Board determines at the conclusion of the hearing that a material breach continues to exist as described in this section, the Board may order the Owner to eliminate the condition that caused the breach or assess a monetary penalty and record a certificate of contract termination. If the Owner disagrees with the determination, the Owner may pursue any other legal remedy that is available. All County costs associated with elimination of the breach shall be borne by the Owner. Costs shall be as established by Resolution of the Board.

XVII. INDEMNIFICATION; EXCULPATORY CLAUSE:

A. Hold Harmless, Defense and Indemnification. Owner agrees to defend, indemnify and hold County harmless from any claim, demand or causes of action or action for damages involving Owner's interest or rights in and to the subject property or arising out of the existence or implementation of this Contract.

B. Warranty of Authority of Signatories for Owner and Encumbrance Holders. All persons signing this Contract as Owner represent that they own fee title interest in the subject property and are entitled to and possess the authority to enter into this Contract and to bind the subject property in accordance with the terms of this Contract. All persons signing this Contract as lessees or as holders of encumbrances on the subject property represent that they legally own such leasehold interest or hold such encumbrances and are authorized and entitled to subrogate such encumbrances or leasehold interests to the terms and conditions of this Contract.

XVIII. COSTS OF LITIGATION: If County is made party, without any fault on its part, to any litigation commenced by or against Owner, Owner shall and will pay all costs together with reasonable attorney's fees incurred by or imposed upon County by or in connection with such litigation; further, Owner shall and will pay all costs and reasonable attorney's fees which may be incurred or paid by County in enforcing the covenants and agreements of this Contract.

XIX. PENALTY:

A. Failure of Interested Party to Sign Contract. If, after submission of this Contract by Owner to County and execution of this Contract by County, it is determined that a person or entity who has an interest in the subject property has not signed the Contract, then Owner shall be obligated to County for a sum equal to the difference between the taxes actually assessed and paid under the Contract and the taxes that would have been assessed and paid in the absence of a Contract. Such additional sum shall be levied for all times during which such

interested person has not signed the Contract. The calculation of such tax differential shall be pro rated on a monthly basis until Owner obtains the necessary additional signatures.

B. Continuing Obligation Absent Recorded Assumption. In the event of a conveyance of the subject property, the Owner shall continue to be personally liable for such additional sums incurred under subsection (A) even after the conveyance of all of Owner's interest in the subject property, unless there has been recorded in the office of the Napa County Recorder a document approved as to form by the Napa County Counsel, by which the new Owner assumes all such liabilities.

XX. NO WAIVER: The waiver by either party to this Contract of any breach or violation of any requirement of this Contract by the other party 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 Contract.

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

COUNTY
Napa County Planning, Building &
Environmental Services Department
1195 Third Street, Suite 210
Napa, CA 94559

OWNER
_____
_____
_____

AGENT FOR SERVICE OF PROCESS
_____
_____
_____

XXII. SEVERABILITY: If any of the provisions of this Contract shall contravene, or be invalid under any law, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

XXIII. SUCCESSORS IN INTEREST: This Contract shall constitute a covenant running with the subject property and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. This Contract may be enforced by either party or by any owner of land within the same agricultural preserve which is subject to a similar Contract.

XXIV. ASSESSMENT INFORMATION: During the term of this Contract and thereafter until all statutes of limitation applicable to assessment of property taxes for the subject property for

periods during the term of the Contract, Owner shall provide County, upon request, with all information concerning Owner's agricultural activities upon the subject property, including income derived and expenses incurred in the course of Owner's agricultural pursuits in relation to the subject property. Said information is agreed by the parties to be necessary to implement the property tax assessment process, pursuant to the Williamson Act and the corresponding relevant portions of the California Revenue and Taxation Code, and said information shall be, at the request of the County, verified by a public accountant without expense to County.

XXV. JOINT MANAGEMENT AGREEMENT: If, during the term of this Contract, Owner desires to subdivide the subject property under the conditions permitted by Government Code section 51230.1 for intra-family transfers under joint management agreement, the following provisions shall apply:

A. Obligation to Submit Joint Management Agreement to County. Owner agrees that no final subdivision or parcel map submitted by or on behalf of Owner to the County Director of Public Works shall be deemed authorized by Owner for recordation unless Owner has simultaneously submitted to County a fully executed written joint management agreement between Owner and the immediate family members of Owner who are parties to the proposed transfer of the parcels to be created by the subdivision map or parcel map.

B. Minimum Contents of Joint Management Agreement. The joint management agreement required under subsection (A), above, shall provide, at a minimum, the following: the parties to the agreement warrant that the portion of land to be transferred will be operated under the joint management of the parties subject to the terms and conditions and for the duration of this Contract as if it were still a single unsubdivided unit; for purposes of the joint management agreement and Government Code section 51230.1, the term "immediate family" means the spouse, domestic partner, the biological, adopted, or step children, the parents, or the siblings of Owner; the parties to the agreement agree and acknowledge that County is an intended third party beneficiary of the joint management agreement; County shall have the right, as a third party beneficiary to the agreement, to enforce the terms thereof; and the parties to the agreement, including Owner, shall be jointly and severally liable to pay all costs and reasonable attorney's fees which may be incurred or paid by County in enforcing the agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Owner and County have hereunto executed this Contract as of the day and year first above written.

OWNER(S)

_____
Signature Title

_____
Printed Name

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL,
Chair of the Board of Supervisors

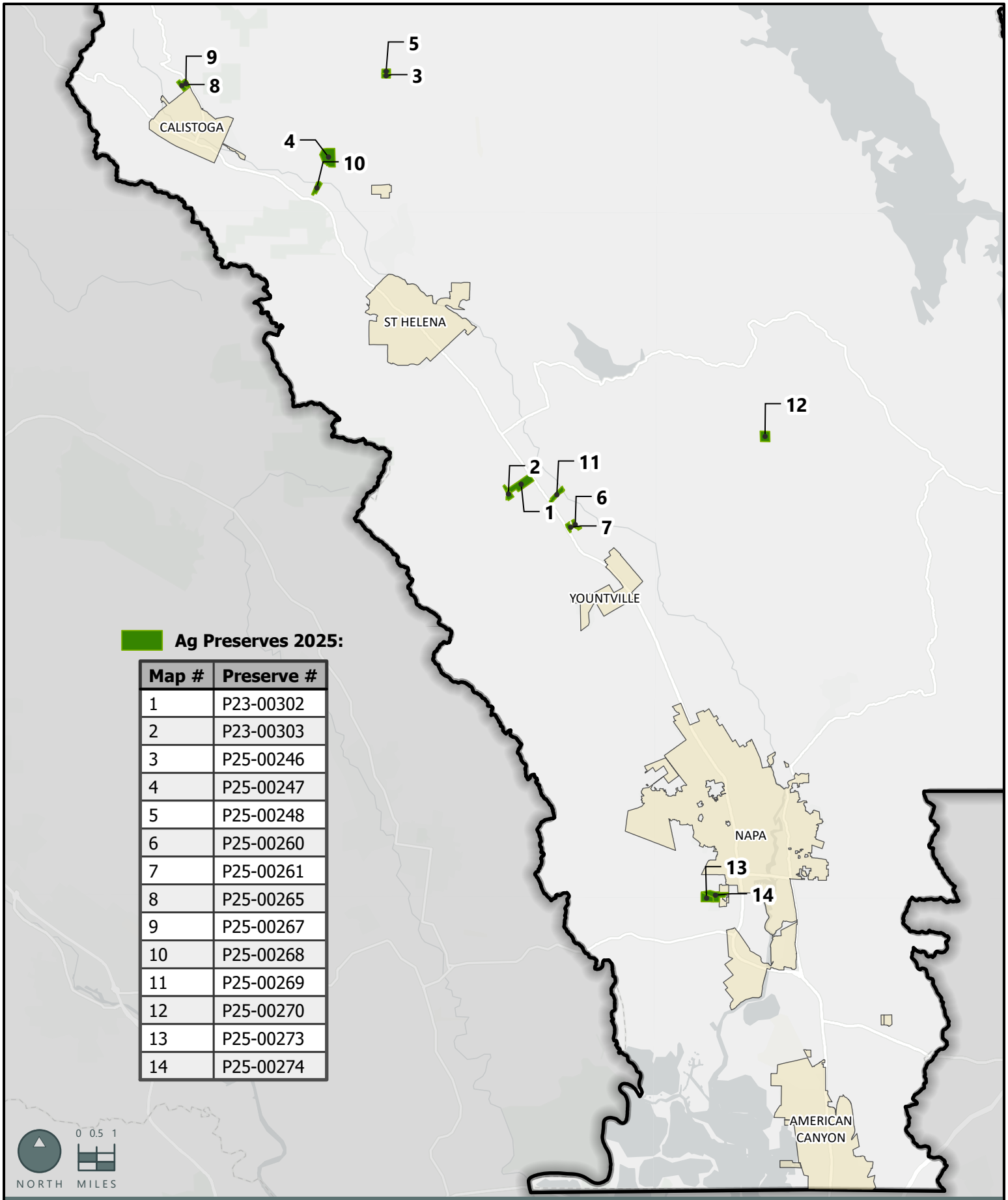
APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel Date: Doc.	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

SUBROGATION

WE, THE UNDERSIGNED LESSEES OR TRUST DEED OR OTHER ENCUMBRANCE HOLDERS, DO HEREBY AGREE TO, AND AGREE TO BE BOUND BY, THE TERMS OF THIS CONTRACT.

Name	Nature of Interest or Encumbrance

NOTE: All holders of a fee or leasehold interest and all holders of a security interest in the subject property as of the date of approval by County shall join in the execution of this Contract. **All such signatures must be acknowledged by a Notary.**



Ag Preserves 2025:

Map #	Preserve #
1	P23-00302
2	P23-00303
3	P25-00246
4	P25-00247
5	P25-00248
6	P25-00260
7	P25-00261
8	P25-00265
9	P25-00267
10	P25-00268
11	P25-00269
12	P25-00270
13	P25-00273
14	P25-00274

NEW AGRICULTURE PRESERVE APPLICATIONS | 2025

PLANNING, BUILDING, & ENVIRONMENTAL SERVICES
1195 THIRD STREET, SUITE 210
NAPA, CA 94559
(707) 253-4417

DATE PUBLISHED: **11/17/2025** DATE REVISED: AUTHOR: **SC** MAP SCALE: **1:220,000**

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

...\- Layers\. layer - ag contracts\2025 UPDATE\GIS - Ag Contracts 2025 Update (2025-11-17)**GIS - Ag Contracts 2025 Update (2025-11-17).aprx**

A Tradition of Stewardship
A Commitment to Service

Agricultural Commissioner/Sealer of Weights & Measures

1710 Soscol Avenue, Suite 3
Napa, CA 94559-1311
www.NapaCounty.gov

Main: (707) 253-4357
Fax: (707) 253-4881

Tracy Cleveland
Agricultural Commissioner/
Sealer of Weights & Measures

MEMORANDUM

To:	Napa County Department of Planning, Building & Environmental Services (PBES)	From:	Agricultural Commissioner/Sealer of Weights and Measures
Date:	November 6, 2025	Re:	2025 Williamson Act Agricultural Contract Applications, Confirmation of Agricultural Use

In response to PBES Department's October 21, 2025 referral for the 2025 Agricultural Contract Applications, the Agricultural Commissioner has the following opinion on the referred applications.

#	Record Number	Property Owner	Assessor's Parcel Number	Acreage	Contract Type	Agricultural Use Confirmation
1	P23-00302	Constellation Brands U.S. Operations Inc	027-280-079	98.16	A	Yes
2	P23-00303	Constellation Brands U.S. Operations Inc	027-280-078	28.35	A	Yes
3	P25-00246	Frost Fire Vineyards II LLC	018-060-013	18.68	H	Yes
4	P25-00247	Frost Fire Vineyards II LLC	021-010-003	114.32	H	Yes
5	P25-00248	Frost Fire Vineyards II LLC	018-060-012	20	H	Yes
6	P25-00260	DDNG	031-120-041	12.64	A	Yes
7	P25-00261	Yountville Vineyards LLC	031-120-040	21.68	A	Yes
8	P25-00265	Agapoff Trust	017-230-019	21.86	A	Yes
9	P25-00266	Bob's Vineyard LLC	017-130-020	14.69	A	Yes
10	P25-00267	Bob's Vineyard LLC	017-230-026	19.7	A	Yes
11	P25-00268	Madrigal Family Trust	022-010-039	30.23	A	Yes
12	P25-00269	Opus One Winery LLC	031-080-028	42.8	A	Yes
13	P25-00270	Opus One Winery LLC	032-540-003	47.9	H	Yes

#	Record Number	Property Owner	Assessor's Parcel Number	Acreage	Contract Type	Agricultural Use Confirmation
14	P25-00273	Infinite Leisure LLC	043-061-023	42.16	H	Yes
15	P25-00274	Infinite Leisure LLC	043-061-024	65.31	H	Yes

If you have any questions or would like to discuss any of these opinions further, please let me know.

Respectfully,

Tracy Cleveland

Tracy Cleveland
Agricultural Commissioner/Sealer of Weights and Measures

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:** 12/16/2025 | **File ID #:** 25-2064

TO: Board of Supervisors

FROM: Ryan J. Alsop, County 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: Agricultural Commissioner/Sealer of Weights and Measures