Napa County

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

Agenda - Final-Supplemental

Final-Supplemental

Tuesday, March 10, 2026
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.

PUBLIC COMMENT

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.

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 are generally limited to three minutes.

ON A MATTER NOT ON THE AGENDA OR ANY CLOSED SESSION AGENDA ITEM

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 generally 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. Any comments on the closed session agenda shall be made during the time allotted for General 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) **26-58**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

A. Presentation of a Proclamation recognizing March 2026 as "National Agricultural Month" in Napa County. (No Fiscal Impact) **26-314**

Attachments: Proclamation

B. Presentation of a Proclamation recognizing March 2026 as "National Women's History Month" in Napa County. (No Fiscal Impact) **26-362**

Attachments: Proclamation

5. CONSENT CALENDAR

Auditor-Controller

A. Accept and file the quarterly report for the Napa County Housing Authority (Authority) for the quarter ended December 31, 2025. (No Fiscal Impact) **26-282**

Attachments: Report

B. Accept and instruct the Clerk of the Board to file the review of the Amazon Capital Services e-Commerce Procurement Program for the Period of July 1, 2025 - December 31, 2025. (Fiscal Impact: None, Discretionary) **26-350**

Attachments: Report

Clerk of the Board

C. Approval of minutes from the February 10, 2026 regular meeting. (No Fiscal Impact) **26-90**

Attachments: February 10, 2026

D. Approve the annual Proclamation list for 2026. (No Fiscal Impact) **26-382**

Attachments: 2026 Proclamations List

E. Appoint Josh Schultz to represent County Office of Education or School District, and reappoint Kerry Ahearn, for a third term, to represent a Non-Profit, Community Based Organization Providing Services to At-Risk Minors on the Napa County Juvenile Justice Coordinating Council with term of office to commence immediately and expire on December 31, 2029. (No Fiscal Impact) **26-251**

Attachments: Schultz Application
Ahearn Application
Letter of recommendation_ Schultz
Letter of Recommendation_ Ahearn

F. Appoint Jay Kouba to represent the First Floating Alternate Director on the Napa County Flood Control and Water Conservation District with a term of office to commence immediately. The First Floating Alternate Director serves in the absence of the Board of Supervisors. (No Fiscal Impact) **26-317**

Attachments: Kouba Application

G. Reappoint Leslie Lew, for a second term, and Charles Burton, for a third term, to represent Public At Large with the terms of office to commence immediately and expire February 1, 2029; and appoint Molly Moran Williams to represent Planning Commission with term of office to commence immediately and expire on December 31, 2026 to the Napa County Wildlife Conservation Commission. (No Fiscal Impact) **26-377**

Attachments: Lew Application
Burton Application
Moran Williams Application
Planning Commission Minutes

H. Appoint Dr. David L. Kerns and reappoint Charles Burton, for a sixth term, to represent Public Member on the Emergency Medical Care Committee with terms of office commence immediately and expire on January 31, 2029. (No Fiscal Impact) **26-388**

Attachments: Kerns Application
Burton Application

Corrections

I. Approve and authorize Agreement No. 260236B with Brightview Landscape, Inc., to provide landscape maintenance and on-call services at the Napa County Detention and Rehabilitation Center. (Fiscal Impact: $53,300 Expense; General Fund; Budgeted; Discretionary) **26-278**

Attachments: Agreement

County Counsel

J. Approve and authorize Amendment No. 4 to Agreement No. 170438B with Goldfarb & Lipman LLP to adjust the rates in their continued representation of the County in several matters. (No Fiscal Impact) [4/5 vote required] **26-369**

Attachments: Agreement

K. Approve and authorize Amendment No. 1 to Agreement No. 260251B with Thomson Reuters to add Analytical Plus National Secondary Sources to software subscription for an increase in the maximum amount of $1,508 for the fiscal year of 2025-2026, and $4,524 for the fiscal year of 2026-2027. (Fiscal Impact: $1,508 Expense, General Fund; Budgeted; Discretionary) **26-383**

Attachments: Amendment

County Executive Office

L. Approve and authorize allocation of Board of Supervisors' District 1 community grant funds to Rock the Ride's Benefit Ride & Walk for Gun Violence Prevention, Napa Pride 2026, and Viva Mariachi to provide support and community benefit. (Fiscal Impact: $5,000 Expense; Budgeted; General Fund; Discretionary) **26-325**

County Fire Department

M. Approve and authorize Agreement No. 260309B with the California Department of Veteran's Affairs - Yountville Veteran's Home, for the term through June 30, 2026, for fire protection services. (Fiscal Impact: $2,154,493 Revenue; Fire Fund; Budgeted; Discretionary) **26-361**

Attachments: Agreement

Housing & Community Services

N. Approve and adopt the updated underwriting guidelines for the Napa County Affordable Accessory Dwelling Unit Forgivable Loan Program. (No Fiscal Impact) **26-308**

Attachments: ADU Guidelines V2 AATF
ADU Guidelines V2 Redline for AATF

Human Resources – Division of CEO's Office

O. Adopt a Resolution amending the Departmental Allocation List for the Health & Human Services Agency. (Fiscal Impact: $3,200 Expense; Health and Human Services Fund; Budgeted; Discretionary) **26-324**

Attachments: Resolution

P. Adopt a Resolution amending the Departmental Allocation List for the County Executive Office. (Fiscal Impact: $8,500 Expense; General Fund; Budgeted; Discretionary) **26-354**

Attachments: Resolution

Information Technology Services – Division of CEO's Office

Q. Declare certain items of capital asset property as surplus and no longer required for public use; authorize removal of capital assets from the Information Technology Services' capital asset inventory; and authorize e-waste disposal. (No Fiscal Impact) **26-257**

Attachments: Capital Asset Items-Removal

R. Adopt a Resolution approving revisions to the All-County, Assessor, Clerk of the Board, County Counsel, Public Defender, Public Works - Surveyor, Sheriff retention schedules in Section 40 of the County Policy Manual effective August 20, 2024, and the introduction of a new retention schedule for Public Works - Engineering. (No Fiscal Impact) **26-303**
[4/5 vote required]

Attachments: Resolution
Exhibit "A" - All County Retention Schedule
Exhibit "B" - Assessor Retention Schedule
Exhibit "C" - COTB Retention Schedule
Exhibit "D" - County Counsel Retention Schedule
Exhibit "E" - Public Defender Retention Schedule
Exhibit "F" - PW Surveying Retention Schedule
Exhibit "G" - Sheriff Retention Schedule
Exhibit "H" - PW Engineering Retention Schedule
All-County Retention Schedule 2026 Revision (redline)
Assessor Retention Schedule 2026 Revision (redline)
COTB Retention Schedule 2026 Revision (redline)
County Counsel - Retention Schedule 2026 Revision (redline)
Public Defender Retention Schedule 2026 Revision (redline)
PW - Surveying Retention Schedule 2026 Revision (redline)
Sheriff Retention Schedule 2026 Revision (redline)

Napa Berryessa Resort Improvement District

S. Acceptance of certified election results dated February 17, 2026 for Measure A NBRID Parcel Tax Election. (No Fiscal Impact) **26-368**

Attachments: Signed Cover Sheet
Statement of Vote

Public Works

T. Approve a Budget Amendment for the Buhman Avenue Bridge Project, RDS 20-25 to fund the final year of plant maintenance and weed control. (Fiscal Impact $40,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-256**

U. Approve creation of Project 26031 for the "Imola Paving Project", RDS 26-26; and approve a Budget Amendment. (Fiscal Impact: $350,000; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-274**

Attachments: Budget Summary

V. Approve creation of Project 26032 for the "Redwood Road Paving Project", RDS 27-02; and approve a Budget Amendment. (Fiscal Impact: $90,000; Local Transportation Tax Measure T/U Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-277**

Attachments: Budget Summary

W. Approve Plans and Specifications for the "Devlin Road Paving", RDS 25-50 project; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-285**

X. Approve and authorize expenditure of remaining Measure A fund balance for Projects within the Unincorporated Areas of Napa County; and approve a Budget Amendment. (Fiscal Impact: $1,241,767 Expense; Measure A Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-286**

Y. Authorize the Director of Public Works to execute Contract Change Order No. 3, to Agreement No. 260144B with Granite Rock Company, to increase the maximum compensation from $431,020 to $529,972; for the Rossi Bridge Phase 1, RDS 25-25 Project and Approve the Plans and Specifications for the "Rossi Bridge Phase 2 Project, RDS 25-25B" Project and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (Fiscal Impact: $43,126 Expense; Project 25034; Budgeted; Discretionary) **26-296**
[4/5 vote required]

Attachments: Budget Summary

Z. Approve a Budget Amendment for the "Chiles Pope Valley Road MPM 3.63" Project 23006, RDS 22-27 (Fiscal Impact: $35,000; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) **26-307**
[4/5 vote required]

Attachments: Budget Summary

AA. Adopt a Resolution adopting a Mitigated Negative Declaration, approving the Plans and Specifications, and authorizing to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" Project, RDS 22-26. (No Fiscal Impact; Discretionary). **26-311**
[4/5 vote required]

Attachments: Resolution
Initial Study/Mitigated Negative Declaration
Mitigation, Monitoring, and Reporting Plan
Budget Summary

AB. Approve the creation of "Redwood Rd MPM 5.41, RDS 26-22" (Project 26023), "Mt. Veeder Rd MPM 4.3, RDS 26-24" (Project 26024), "Diamond Mountain Rd Slide Repair, RDS 26-29" (Project 26026), "White Sulphur Spring Rd Slide Repair, RDS 26-37" (Project 26027), and "550 Wall Rd Landslide Repair, RDS 26-38" (Project 26028); Approve and authorize Agreement No. 260285B for a contract maximum of $224,594, Agreement No. 260286B for a contract maximum of $376,986, Agreement 260303B for a contract maximum of $19,507, Agreement No. 260300B for a contract maximum of $366,922, and Agreement No. 260302B for a contract maximum of $319,389 with ADKO Engineering Inc. for the five projects; and approve a Budget Amendment. (Fiscal Impact: $1,707,891 Expense; Roads Operations Budget; Not Budgeted; Discretionary)
[4/5 vote required] **26-323**

Attachments: Agreement 260285B (Redwood Rd.)
Agreement 260286B (Mt. Veeder Rd.)
Agreement 260303B (Diamond Mtn.)
Agreement 260300B (White Sulphur Springs)
Agreement 260302B (Wall Rd.)

AC. Approve and authorize Amendment No. 1 to Agreement No. 250396B with Nichols Consulting Engineers, CHTD, increasing the contract maximum from $486,000 to $557,350 for additional CCTV, storm drain cleaning, and support services; as well as approve and authorize Amendment No. 1 to Agreement No. 25097B (City Agreement No. 2025-109) with the City of Napa, increasing the City's maximum reimbursement to the County from $161,062 to $229,111 to add CCTV and storm drain cleaning efforts to the design budget and to utilize the County's consultant, Miller Pacific Engineering Group, for construction inspection and testing services for the Pueblo Pocket Rehabilitation Project 25010. ($71,350 Expense; Budgeted; Roads Capital Improvement Project; Discretionary) **26-331**

Attachments: Agreement (Nichols Consulting Engineers, CHTD)
Agreement (City of Napa)
Budget Summary

AD. Approve and authorize Amendment No. 1 to Agreement No. 260170B with YEI Engineers increasing the contract maximum from $506,405 to $785,427 to provide additional engineering services and construction support for the "Napa Library HVAC Replacement Project," PW 25-42. (Fiscal Impact: $279,022 Expense; Napa Library Fund; Budgeted; Discretionary) **26-335**

Attachments: Agreement

Treasurer-Tax Collector

AE. Adopt a Resolution to renew delegation of investment/reinvestment authority to the Treasurer-Tax Collector for an additional one-year period beginning April 1, 2026 and approve the Napa County Investment Policy. (No Fiscal Impact; Discretionary) **26-316**

Attachments: Resolution
Investment Policy - Redline
Investment Policy - Clean

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. ADMINISTRATIVE ITEMS

Clerk of the Board

A. Appoint seven (7) of the following applicants to serve on the Napa County Airport Advisory Commission whose terms of office to commence immediately. (No Fiscal Impact) **26-287**

Robert DeYoung
Geoffrey Gorsuch
Kristen Gregory
Debby Hight
Jason Johnson
Choolwe Kalulu
Lee Nordlund
Christian Palmaz
Richard Rybicki
Peggy Squires
Stephen Waller

Attachments: DeYoung Application
Gorsuch Application
Gregory Application
Hight Application
Johnson Application
Kalulu Application
Nordlund Application
Palmaz Application
Rybicki Application
Squires Application
Waller Application
Letter of Recommendation

Health and Human Services Agency

B. Receive a report on the Napa County Community Health Improvement Plan for the Fiscal Year 2024/2025. (No Fiscal Impact) **26-184**

Attachments: PowerPoint (added after meeting)

Planning, Building and Environmental Services (PBES)

C. Adopt a Resolution sunsetting the Winery Code Compliance Program effective April 30, 2026. (No Fiscal Impact) **26-295**

Attachments: Resolution
Resolution 2018-164

Public Works

D. Receive a presentation regarding anticipated future roads maintenance projects, including the possibility of bonding against future Measure U (formerly Measure T) revenues. (No Fiscal Impact) **26-222**

Attachments: Pavement Life Cycle
5 Year Spreadsheet
PowerPoint (added after meeting)

10. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

A. Open and move to continue the public hearing for Arrow and Branch Winery (Steven Contursi) appeal, filed by Appellant Water Audit California (WAC or Appellant), concerning the Napa County Planning Commission's decision on December 3, 2025, to adopt the Initial Study/Mitigated Negative Declaration; and approve the Winery Use Permit Major Modification No. P23-00057-MOD submitted by Steven Contursi (Applicant or Arrow and Branch). (No Fiscal Impact.) **26-197**

(APPELLANT, APPLICANT, AND STAFF REQUEST A CONTINUANCE TO JUNE 2, 2026, AT 9:00 AM.)

11. CLOSED SESSION

A. SUPPLEMENTAL ITEM **26-418**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2); (1 matter).

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MARCH 24, 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, MARCH 6, 2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-58

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

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

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-314

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for National Agricultural Month - March 2026

RECOMMENDATION

Presentation of a Proclamation recognizing March 2026 as “National Agricultural Month” in Napa County. (No Fiscal Impact)

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

National Agriculture Month – March 2026

WHEREAS, **National Agriculture Month** acknowledges the vital role that agriculture plays in enriching our local communities and the nation at large. This month is an opportunity to honor the unwavering dedication of our farmers, ranchers, farmworkers, and the diverse array of local agricultural industries that work tirelessly to provide us with fresh, nourishing food and beautiful landscapes; and

WHEREAS, California's farms, ranches, and plant nurseries generate over $61 billion in cash receipts. Today, more than 400 different commodities are grown in California, and close to half of U.S. vegetables, and over three-quarters of U.S. fruits and nuts are grown in California; and

WHEREAS, agriculture in Napa County is recognized as the highest and best use of the land, protected by the landmark Napa Valley Agricultural Preserve established in 1968; and

WHEREAS, Napa County has more than 1,700 farms, cultivating more than 46,000 acres of farmland, resulting in an ag production value of over $1.03 billion in 2024; and

WHEREAS, Napa's growers and ranchers exemplify a commitment to stewardship of the land, working to cultivate and enhance sustainable farming practices that reflect their innovative spirit and determination. With the evolving challenges presented by our changing environment, these dedicated agriculturalists are not only focused on the present but are also proactively shaping the future; and

WHEREAS, the agricultural workforce stands as a vital pillar of Napa County's economy, honored for its unwavering dedication and essential contributions. It is this remarkable group of individuals who cultivate the land and nurture the vineyards, ensuring that Napa not only thrives as a world-renowned destination, but also remains a cherished place to call home; and

WHEREAS, the future of Napa County's agricultural legacy relies on cultivating the next generation of farmers, ranchers, and agricultural professionals. To sustain and grow Napa's agricultural industry, it is also essential that we inspire, support, and invest in the youth of our community, providing them with the skills, knowledge, and opportunities necessary to carry forward the proud tradition of agriculture in Napa County. By fostering youth educational programs in agriculture, we ensure that the next generation will have the passion and tools they need to thrive and create a resilient and innovative agricultural future for our county.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 10th day of March, does hereby recognize **March 2026** as **National Agricultural Month** in Napa County. We celebrate, honor, and promote the value of agriculture and the agricultural workforce in the County of Napa. We commit to supporting the growth of the next generation of farmers, ranchers, and agricultural leaders who will carry Napa's agricultural heritage into the future.

Amber Manfree, Chair

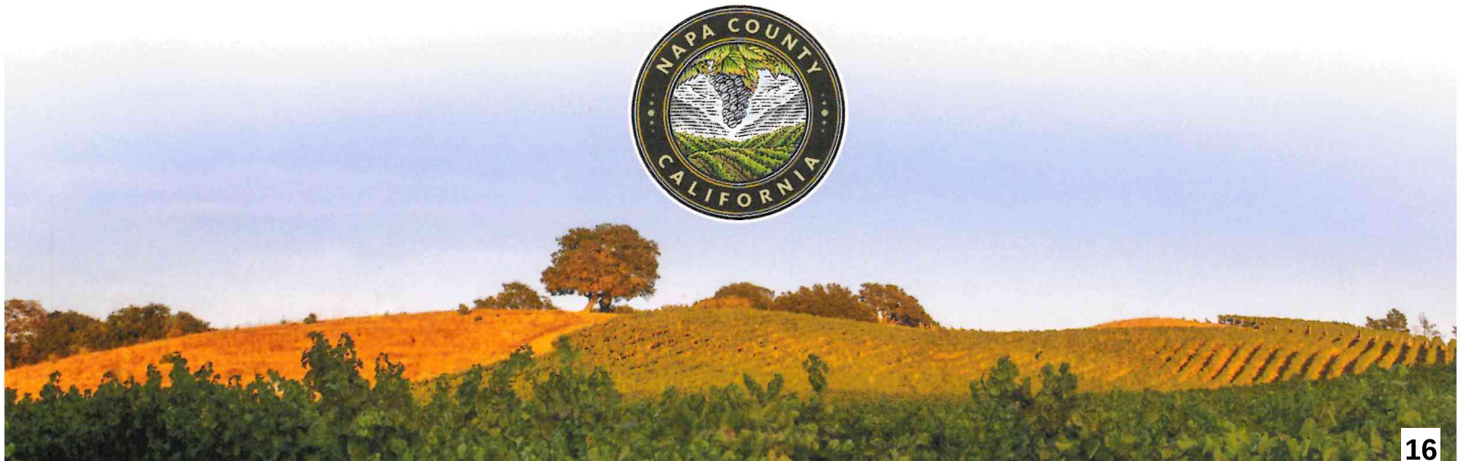
Liz Alessio, Vice Chair

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Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-362

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for National Women's History Month - March 2026

RECOMMENDATION

Presentation of a Proclamation recognizing March 2026 as "National Women's History Month" in Napa County. (No Fiscal Impact)

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Women's History Month – March 2026

WHEREAS, **Women's History Month** recognizes and celebrates the remarkable contributions of women to economic, cultural, and social fabric of our nation and our local communities; and

WHEREAS, the 2026 **Women's History Month** theme, *"Leading the Change: Women Shaping a Sustainable Future,"* expands our understanding of sustainability beyond environmental stewardship to include financial stability, community resilience, leadership development, and intergenerational equity, recognizing the vital role women play in shaping innovative and enduring solutions for the future; and

WHEREAS, women across Napa Valley continue to lead with vision, collaboration, and dedication, serving in elected office, guiding local businesses and wineries, strengthening nonprofit organizations, educating future generations, advancing healthcare, and advocating for the wellbeing of our communities; and

WHEREAS, Virginia "Ginny" Simms paved the way for women in Napa County leadership when she was elected in January 1973 as Napa County's first woman Supervisor, representing District 4, followed by Kathleen McCullough in 1985 (District 2), Kathryn Winter in 1997 (District 4), Diane Dillon in 2003 (District 3), Belia Ramos in 2016 (District 5), and Joelle Gallagher in 2022 (District 1); and

WHEREAS, Napa County made history in 2024 with the election of its first all-women Board of Supervisors, becoming only the second county in California to reach this milestone and demonstrating the growing role of women in shaping local policy and governance; and

WHEREAS, today, women hold 55 percent of all elected positions in Napa County, reflecting the community's confidence in women's leadership and the strong tradition of public service carried forward by women across the county; and

WHEREAS, women of every race, class, and ethnic background have made historic contributions to the growth and strength of Napa County in countless recorded and unrecorded ways. Women have been at the forefront of securing their rights to suffrage and equal opportunity, as well as leading movements for abolition, emancipation, labor rights, civil rights and peace, all of which have helped build a more fair and just society for all.

NOW, THEREFORE, BE IT PROCLAIMED, that the Napa County Board of Supervisors, State of California, on this 10th day of March, does hereby recognize **March 2026 as Women's History Month in Napa County**, and encourages all residents to celebrate the achievements, leadership, and lasting contributions of the women who have shaped our past, guide our communities today, and inspire the generations who will lead Napa County into the future.

Amber Manfree, Chair

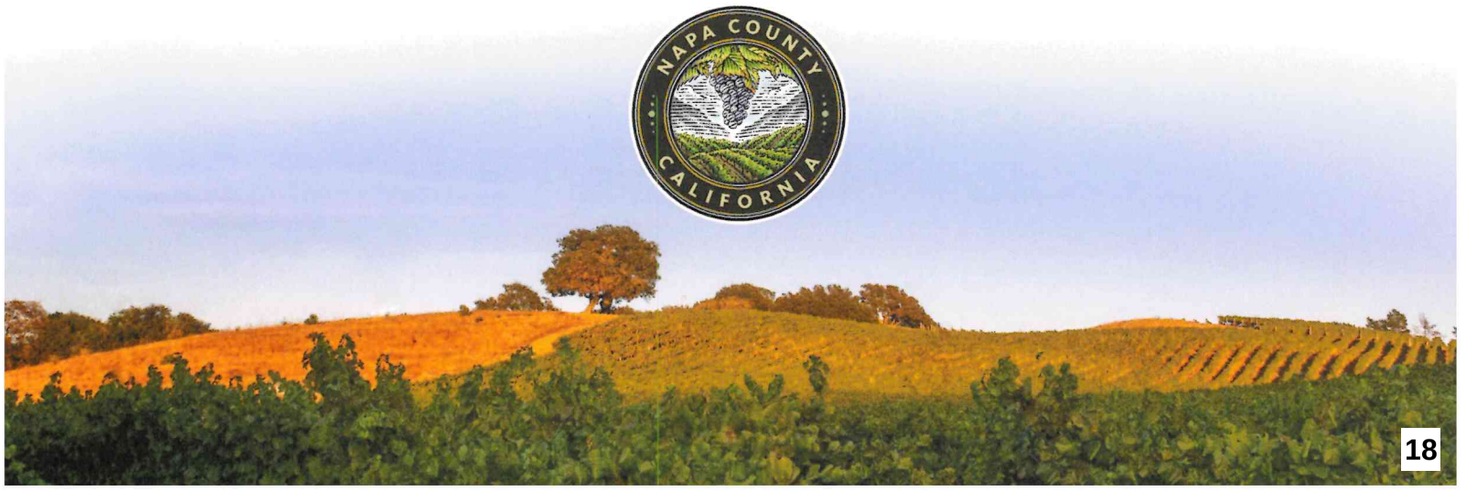
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NAPA COUNTY BOARD OF SUPERVISORS



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Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-282

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: Internal Audit Quarterly Monitoring Report for Napa County Housing Authority for the Quarter Ended December 31, 2025

RECOMMENDATION

Accept and file the quarterly report for the Napa County Housing Authority (Authority) for the quarter ended December 31, 2025. (No Fiscal Impact)

BACKGROUND

The Authority, a public housing authority established pursuant to California Health and Safety Code section 342000 et seq., is the owner of three farm worker housing centers (Centers) located in Napa County:

1) River Ranch, located at 1109 Silverado Trail, St. Helena

2) The Calistoga Center, located at 3996 N. St Helena Highway, Calistoga

3) The Mondavi Center, located at 5585 Silverado Trail, Napa

The Authority has an Agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees who serve as the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is $18 per day through June 30, 2026.

CHDC staff is required to maintain lodger files, which contain a rental agreement, lodger photo ID, and verification of employment in agriculture. The Centers' Managers can maintain petty cash funds not to exceed

$250, change funds not to exceed $100, and are responsible for making timely deposits for any cash collected from the lodgers. The Fiscal Analyst maintains occupancy and rent reports. CHDC is also responsible for the upkeep and maintenance of the facilities.

The Authority has engaged Napa County Auditor-Controller's Office to perform quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2025-26. Based on our review, we believe that overall the California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended December 31, 2025.

This report was also submitted to the Housing Commission for approval under agenda item # 26-281 on February 25, 2026.

Action Requested: Accept and file the quarterly report for the Napa County Housing Authority for the quarter ended December 31, 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 County Housing Authority
Quarterly Monitoring
Internal Controls Review

For the period of October 1, 2025 to
December 31, 2025

Tracy A. Schulze
Auditor-Controller
Internal Audit Section
January 26, 2026

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Internal Audit Team

Christine Hernandez - Deputy Auditor-Controller
Nicholas Kittredge - Grant Compliance & Internal Audit
Omar Lopez - Internal Audit

A Tradition of Stewardship
A Commitment to Service

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Tracy A. Schulze
Auditor-Controller

January 26, 2026

Napa County Housing Authority
Napa, CA

Executive Summary

The Internal Audit section of the Napa County Auditor-Controller's Office (Internal Audit) has completed its quarterly monitoring of the Napa County Housing Authority (Authority) for the quarter ended December 31, 2025.

Our review was conducted in accordance with the Global Internal Audit Standards (Standards) established by the Institute of Internal Auditors. These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our objectives and that all engagements be performed with independence, objectivity, proficiency, and due professional care.

Based on our review, we conclude that California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended December 31, 2025, subject to the observations noted in this report.

This report is a matter of public record and is intended solely for the information and use of the Napa County Housing Commission's Commissioners, the Authority's Board of Directors, the Napa County Board of Supervisors, Chief Executive Officer, and CHDC management.

I'd like to thank CHDC, the Authority's staff, and the Internal Audit team for their professionalism, collaboration, and expertise throughout this engagement.

Sincerely,

Christine Hernandez
Deputy Auditor-Controller

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended December 31, 2025

Background and Authority

The Napa County Housing Authority (Authority) is a public housing authority established pursuant to California Health and Safety Code Section 34200 et seq. The Authority owns and oversees three farmworker housing centers (Centers) located in Napa County:

1) River Ranch - 1109 Silverado Trail, St. Helena
2) Calistoga Center - 3996 N. St. Helena Highway, Calistoga
3) Mondavi Center - 5585 Silverado Trail, Napa

The Authority's mission is to provide safe, affordable housing for farmworkers, particularly those in the migrant and seasonal workforce who support Napa County's agricultural industry.

Reconstituted in late 2015, the Napa County Housing Commission (NCHC) serves as an advisory body to both the Authority and the Napa County Board of Supervisors. Its responsibilities were expanded beyond oversight of the three Centers to include review of projects requesting County Affordable Housing Fund support.

The Authority contracts with the California Human Development Corporation (CHDC), a nonprofit organization, to manage the day-to-day operations of the Centers. CHDC assigns on-site staff, including Center Managers and a Fiscal Analyst, who are responsible for:

- Collecting lodger fees in accordance with the rates and policies approved by the Authority's Board of Directors (currently $18 per day);
- Maintaining complete lodger files, including a signed rental agreement, photo identification, and verification of agricultural employment;
- Managing petty cash funds not exceeding $250 and ensuring all cash receipts are promptly deposited;
- Preparing occupancy and rent reports; and
- Overseeing facility maintenance and repairs.

To promote accountability and compliance, the Napa County Auditor-Controller's Office conducts quarterly monitoring reviews of CHDC's adherence to the Authority's policies and procedures during fiscal year 2025-26.

Objective and Scope

The primary objective of this engagement was to evaluate the CHDC's compliance with the policies and procedures established by the Napa County Housing Authority's Board of Directors.

The scope of the review encompassed an examination of CHDC's operational and financial records, as well as relevant Authority oversight documentation, for the quarter ended December

31, 2025. The review focused on determining whether CHDC's management of the three farmworker housing centers was conducted in accordance with applicable Authority policies, contractual requirements, and internal control standards.

Procedures

To achieve our audit objective, our procedures included, but were not limited to, the following:

1. **Revenues**
    a. Reconciled lodger and staff rent revenues in the general ledger to CHDC's records

2. **Accounts Receivable**
    a. Reported accounts receivable for lodgers who had departed the farmworker center with rents due
    b. Reported accounts receivable for current lodgers with a rents due balance of $540 ($18 daily rate x 30 days) or more
    c. Reported recommended accounts receivable write-offs schedule by each center including lodger count (**Exhibit A**)

3. **Prepaids**
    a. Reported prepaid rents for lodgers who had departed the farmworker centers
    b. Reported prepaids for current lodgers with prepaid balances
    c. Reported recommended prepaid write-offs schedule by each center including lodger count (**Exhibit B**)

4. **Collections and Deposits**
    a. Selected a sample of all deposits for the quarter and traced back to Occupancy reports for accuracy and completeness
    b. Verified collection receipts are in numerical sequence
    c. Verified physical rent receipt numbers on sampled deposits are entered correctly on the Occupancy reports
    d. Verified bank deposits are processed timely when revenue exceeds $3,200
    e. Verified lodger rent agrees with number of room nights on receipt
    f. Verified receipts are accurate (i.e., signature, method of payment, lodger number or voided properly)
    g. Verified lodger rent was not paid in arrears (i.e., rents paid for prior periods of occupancy over two weeks)

5. **Donations**
    a. Verified reporting for all cash and non-cash donations

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended December 31, 2025

Observations

Collections & Deposits

Internal audit selects and reviews a sample of deposits and rent receipts completed for each Center each quarter to confirm compliance with established requirements. Internal audit typically reviews no less than 20% of all transactions to ensure meaningful coverage and to identify opportunities for improvement. When discrepancies or incomplete documentation are identified, additional samples are selected to verify adherence to the criteria outlined in Section 4. Collections and Deposits.

For quarter ended December 31, 2025, Internal Audit reviewed 42% of deposits for Calistoga, 30% for River Ranch, and 36% for Mondavi. During testing, a small number of items were noted where supporting documentation or clarity could be improved to demonstrate compliance with the policy. These instances are summarized below for follow-up and clarification.

Calistoga

- **Receipt No. 168263**, dated December 28, 2025, incorrectly reflects a cash receipt issued to Lodger No. 52. Based on the Calistoga Rent Report for the month ending December 2025, the receipt should instead reflect Lodger No. 22.

River Ranch

- **Receipts Nos. 022654, 022655, and 022656** were issued blank and subsequently voided; however, no supporting documentation was provided to substantiate the reason for the voids.

Conclusion and Recommendations

The types of discrepancies identified this quarter are consistent with those noted in prior reviews. While none were material in nature, they do suggest opportunities to strengthen internal controls and reinforce documentation practices. Because cash transactions inherently carry higher risk, maintaining complete and clearly cross-referenced records between receipts and deposit documentation remains an important safeguard for both CHDC and the Authority.

Internal Audit recommends that Center staff, in coordination with CHDC management, review the Authority's current policies and procedures governing cash handling and receipts, as well as any related CHDC guidance, to ensure expectations are clear and uniformly applied across all Centers.

Recommendations:

- Voided receipts should always include a brief written explanation to maintain clear audit trails and support accountability.
- A secondary review of Lodger information listed on the receipt should be cross examined against Lodger Information within montly rent reports to ensure accurcay and completeness.

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended December 31, 2025

Exhibit A

Accounts Receivable Schedule

Category	Amounts
Lodgers, departed for at least 18 months	
Total Recommneded A/R Write-Offs	**$ 944**
Lodgers, departed less than 18 months	1,987
Lodgers, current delinquent tenants with at least $540 balance due	-
Lodgers, current tenants with less than $540 balance due	2,016
Total Accounts Receivable	**$ 4,947**

Recommended Accounts Receivable Write-offs

(Lodgers, departed for at least 18 months)

Center	Lodger Count	Amounts
River Ranch	1	$ 16
Mondavi	3	704
Calistoga	1	224
Total Recommended A/R Write-offs	**5**	**$ 944**

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended December 31, 2025

Exhibit B

Prepaid Schedule

Category	Amounts
Lodgers, departed for at least 18 months	
Total Recommended Prepaid Write-Offs	**$ 176**
Lodgers, departed less than 18 months	400
Lodgers, current tenants with prepaid balances	15,066
Total Prepaids	**$ 15,642**

Recommended Prepaid Write-offs

(Lodgers, departed for at least 18 months)

Center	Lodger Count	Amounts
River Ranch	2	$ 176
Mondavi	-	-
Calistoga	-	-
Total Recommended Prepaid Write-Offs	**2**	**$ 176**

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Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-350

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: County-Wide Review of Amazon Capital Services e-Commerce Procurement Program

RECOMMENDATION

Accept and instruct the Clerk of the Board to file the review of the Amazon Capital Services e-Commerce Procurement Program for the Period of July 1, 2025 - December 31, 2025. (Fiscal Impact: None, Discretionary)

BACKGROUND

The County of Napa utilizes the Amazon e-Commerce platform for procurement purposes in accordance with all applicable state laws, the Napa County Code, and the Napa County Purchasing Policy.

Participation in the Amazon platform is made possible through a cooperative purchasing agreement facilitated by OMNIA Partners, a group purchasing organization. By leveraging the collective buying power of public agencies, OMNIA Partners secures competitive pricing and favorable contract terms for a wide range of goods and services.

Administration of the County's Amazon e-Commerce account is managed by the Purchasing Manager, acting as the designee of the County Purchasing Agent. The Purchasing Manager is authorized to create and manage departmental subaccounts to support purchasing needs across County departments.

The Amazon e-Commerce platform was implemented to streamline the procurement process, enhance purchasing efficiency, and ensure the timely delivery of supplies, particularly during emergency situations.

Requested Action: Accept and file the report.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Additional Information	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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A Tradition of Stewardship
A Commitment to Service

County-Wide Internal Audit Review
Amazon Capital Services, Inc.
e-Commerce Account

For the period of
July 1, 2025 to December 31, 2025

Tracy A. Schulze
Auditor-Controller
Internal Audit Section
February 6, 2026

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Internal Audit Team

Christine Hernandez – Deputy Auditor-Controller
Nick Kittredge – Internal Audit & Grant Compliance Auditor
Omar Lopez – Internal Auditor

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Tracy A. Schulze
Auditor-Controller

February 6, 2026

Board of Supervisors
1195 Third Street, Room 301
Napa, CA 95449

Executive Summary

The Internal Audit Section of the Napa County Auditor-Controller's Office (Internal Audit) has completed a county-wide review of Napa County's Amazon Capital Services Inc. (Amazon e-Commerce) account activity for the period of July 1, 2025, through December 31, 2025 (review period).

The primary objectives of this review were to assess departmental use of the Amazon e-Commerce platform and its associated subaccounts for compliance with Napa County's Purchasing Policy and to evaluate whether internal controls over the procurement process were properly designed and operating effectively. Based on our review of transactions during the review period, we found that County departments are adhering to the Purchasing Policy.

This review was conducted in accordance with professional auditing standards applicable to the public sector, which require that engagements be performed with integrity, objectivity, competence, due professional care, and confidentiality.

This report is a matter of public record and is intended for the information and use of the Napa County Board of Supervisors, County Executive Officer, Purchasing Manager, and department heads. We extend our appreciation to the Purchasing Manager and departmental staff for their cooperation and professionalism throughout this engagement.

Sincerely,

Tracy A. Schulze
Auditor-Controller

Background and Authority

The County of Napa utilizes the Amazon e-Commerce platform for procurement purposes in accordance with all applicable state laws, the Napa County Code, and the Napa County Purchasing Policy.

Participation in the Amazon platform is made possible through a cooperative purchasing agreement facilitated by OMNIA Partners, a group purchasing organization. By leveraging the collective buying power of public agencies, OMNIA Partners secures competitive pricing and favorable contract terms for a wide range of goods and services.

Administration of the County's Amazon e-Commerce account is managed by the Purchasing Manager, acting as the designee of the County Purchasing Agent. The Purchasing Manager is authorized to create and manage departmental subaccounts to support purchasing needs across County departments.

The Amazon e-Commerce platform was implemented to streamline the procurement process, enhance purchasing efficiency, and ensure the timely delivery of supplies, particularly during emergency situations.

Objectives and Scope

The primary objective of this review was to assess the use of Napa County's Amazon e-Commerce account to determine compliance with the County's Purchasing Policy and procedures. Additionally, the review evaluated the administration and oversight of departmental subaccounts to ensure that appropriate internal controls were in place and functioning effectively. The scope of the review covered transactions and supporting documentation for the period of July 1, 2025 through December 31, 2025.

Procedures

To achieve the review objectives, Internal Audit performed the following procedures:

1. Reviewed Napa County's Purchasing Policy and the vendor contract governing the Amazon e-Commerce account.

2. Analyzed the Accounts Payable Detail report to identify all Amazon e-Commerce transactions within the review period.

3. Selected a sample of transactions and reviewed corresponding invoices and supporting documentation to assess compliance with the County's Purchasing Policy.

4. Engaged with departmental staff to obtain clarification on purchases and to evaluate the effectiveness of internal controls in preventing fraud, waste, and abuse.

5. Reviewed the approval workflow in Tyler-Munis for internal controls.

Results and Observations

During the review period, Napa County departments made a total of $142,226 in purchases through the Amazon e-Commerce account. A detailed breakdown of departmental spending exceeding $1,000 is provided in **Exhibit A**.

Internal Audit selected and reviewed a sample of 40 transactions along with associated documentation to evaluate compliance with the County's Purchasing Policy. This included a review of the invoice to verify requisitioner, shipping address, supporting documentation to the invoice, and the workflow approval levels to confirm that the requisitioner was not the final approver. Where the reason for a purchase was not clear on the invoice, Internal Audit reached out to the department for clarification and back up documentation.

Internal Audit identified three transactions in which the same individual served as both the requisitioner and the final approver. This condition is not consistent with the Tyler Munis workflow business rules for journal entries or with best practices, which emphasize appropriate segregation of duties to promote independent review and approval of transactions and to reduce the risk of error or inappropriate authorization. These transactions were isolated to a single department, and the approval process has since been updated to ensure appropriate segregation of duties as of the date of this report.

Recommendations

1. **User Authorization and Accountability**
    - Due to the ease and convenience of making purchases through the Amazon e-Commerce platform, we recommend requiring all assigned users to sign an acknowledgment form outlining their responsibilities and accountability. This process would mirror the authorization and acknowledgment procedures currently in place for the County's P-Card program and is considered a best practice.

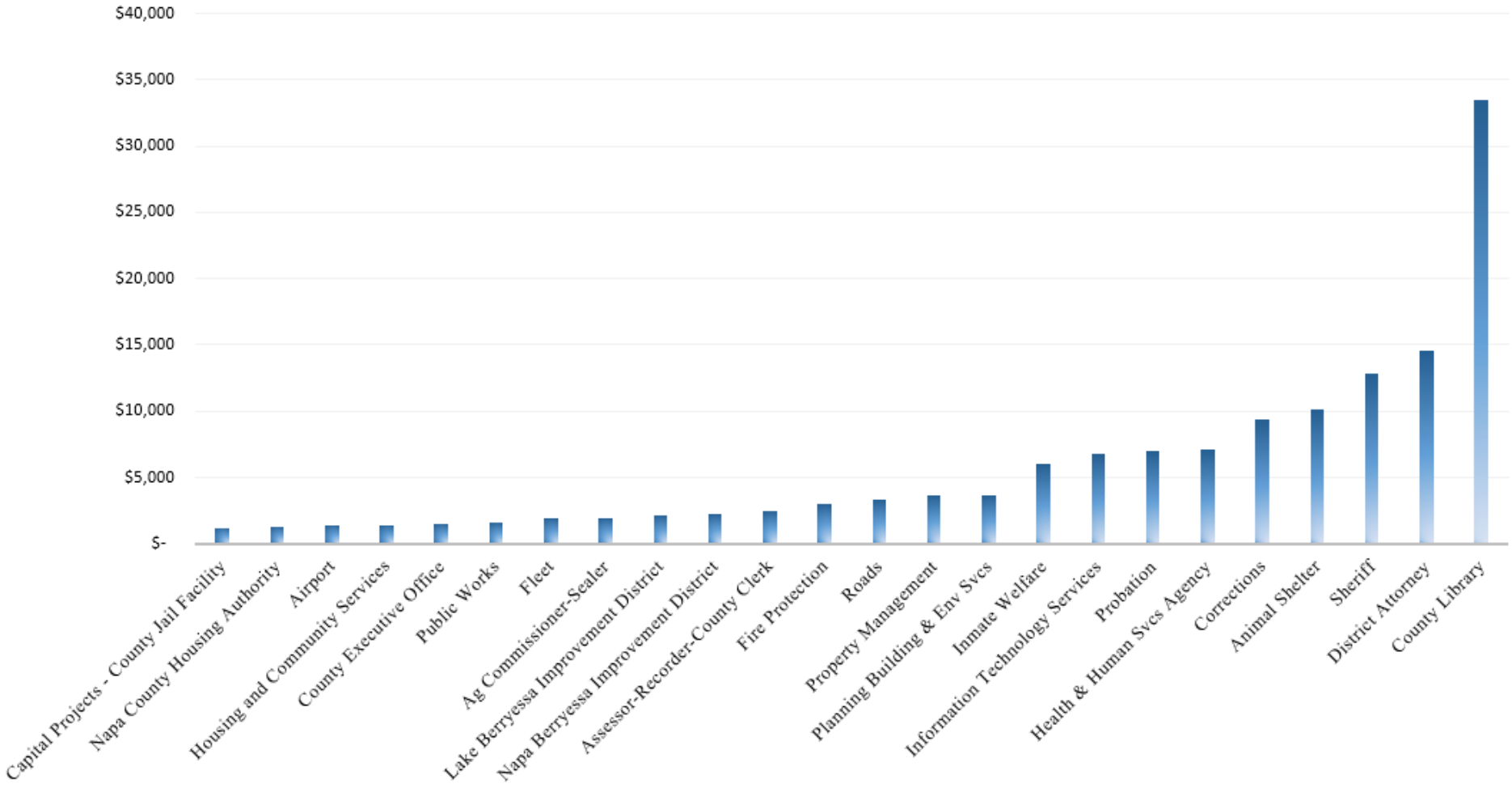
2. **Internal Control Enhancement**
    - In order to maintain an effective control environment, each transaction should include at least two levels of approvals in the originating department.

Conclusion

Based on our review, Internal Audit is satisfied that all tested transactions during the review period were in compliance with the Napa County Purchasing Policy and were supported by appropriate documentation, approvals, and evidence of adherence to established purchasing requirements.

Exhibit A

Amazon e-Commerce Spending by Department



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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-90

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 February 10, 2026 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/

Tuesday, February 10, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Treasurer-Tax Collector Robert Minahen led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 26-57

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

4. CONSENT CALENDAR

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

Auditor-Controller

A. Accept and file the quarterly report of cash and non-cash donations received for the quarter ended December 31, 2025. (Fiscal Impact: Increased Revenues, Discretionary) **26-243**

Clerk of the Board

B. Approval of minutes from the January 27, 2026 regular meeting and January 29, 2026 special meeting. (No Fiscal Impact) **26-88**

C. Appoint Fabio Rodriguez to represent Chief of Police on the Napa County Community Corrections Partnership Executive Committee (CCP) with a term of office to commence immediately and expire on June 30, 2026. (No Fiscal Impact) **26-245**

D. Appoint Janet M. Upton to represent Alternate Public Member position, and reappoint Tim M. Borman, for a seventh term, to represent Public Member position, on the Napa County Fire Services Advisory Committee with terms of office to commence immediately and expire on September 30, 2027. (No Fiscal Impact) **26-266**

E. Reappoint Teressa Foss, for a sixth term, representing County-At-Large with the term of office to commence immediately and expire September 30, 2028 and reappoint Jesse Petrick, for a third term, representing County-At-Large with the term of office to commence immediately and expire September 30, 2026 on the Napa County Arts and Culture Advisory Committee. (No Fiscal Impact) **26-267**

County Executive Office

F. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **26-23**

Enactment No: **R-2026-08**

G. Adopt a Resolution appending an addendum to the County of Napa Policy Manual, Section 31A, for Payment Card Information, and appointing the Treasurer-Tax Collector as the officer responsible for maintaining the security of payment card information received by the County. (No Fiscal Impact) **26-97**

Item removed from agenda.

H. Approve for transmission a position letter in support of California Assembly Bill 35, related to climate bond rulemaking. (No fiscal impact.) **26-273**

County Fire Department

I. Approve and authorize Amendment No. 2 to Agreement No. 230216B with H2O Partners, Inc., to extend to June 30, 2026, with no change in max compensation to complete the application for the Hazard Mitigation Grant Program Application 2025. (No Fiscal Impact) **26-253**

Enactment No: **A-230216B Amend. 2**

District Attorney

J. Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the period of April 1, 2026 to March 31, 2028 for the Family Justice Center Program to serve victims of crime. (Fiscal Impact: $312,500 Revenue; General Fund; Budgeted; Discretionary) **26-217**

Enactment No: **R-2026-09**

Elections

K. Adopt a Resolution authorizing Agreement No. 8705 with the California Secretary of State for Voting System Replacement Funds in the amount of $48,785 to reimburse cost of upgraded voting system. (Fiscal Impact: $48,785 Revenue; General Fund; Budgeted; Discretionary) **26-223**

Enactment No: **R-2026-10; A-8705**

Health and Human Services Agency

L. Approve and authorize Agreement No. 260195B with Puertas Abiertas Community Resource Center; Agreement No. 260196B with Cope Family Center, Inc.; Agreement No. 260197B with UpValley Family Centers of Napa Valley, Inc.; and Agreement No. 260198B with Parents Child Advocacy Network for Fiscal Year 2025-2026 to provide outreach for and linkage to the Medi-Cal program and services as well as facilitate the Medi-Cal application process. (Fiscal Impact: $125,575 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-17**

Enactment No: **A- 260195B; A- 260196B; A-260197B; A-260198B**

M. Approve and authorize Amendment No. 1 to Agreement No. 250004B with Expressions of Hope upon approval through June 30, 2026, and each subsequent renewal, to increase the contract maximum by $100,000 for a new contract maximum of $285,953 per fiscal year to administer the County's Kinship Support Services Program. (Fiscal Impact: $285,953; Health and Human Services Agency Fund, Child Welfare Services; Budgeted; Discretionary) **26-37**

Enactment No: **A-250004B Amend. 1**

N. Approve and authorize Agreement No. 260277B with Department of Health Care Services for the term July 1, 2025 through December 31, 2031 for the provision of a zero-dollar Memorandum of Understanding agreement outlining the conditions for the use of property and vehicles. (No Fiscal Impact) **26-183**

Enactment No: **A-260277B**

Human Resources – Division of CEO's Office

O. Adopt a Resolution amending the Departmental Allocation List for the Treasurer-Tax Collector's Office. (Fiscal Impact: $49,518 Expense; General Fund; Not Budgeted; Discretionary) **26-87**

Enactment No: **R-2026-11**

P. Adopt a Resolution amending the Table and Index of Classes and the Departmental Allocation List for the Treasurer-Tax Collector's Office and Human Resources, a Division of the County Executive Office, and appropriate personnel policies effective February 14, 2026, and approve a Budget Amendment for Fiscal Year 2025-2026. (Fiscal Impact: net zero; General Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-250**

Enactment No: **R-2026-12**

Napa Berryessa Resort Improvement District

Q. Approve and authorize Agreement Nos. 260289B, 260290B and 260291B (NBRID) with Pridmore Brothers Construction, Inc. for a total of $91,911 for urgent repairs made to water and sewer utilities. (Fiscal Impact: $91,911 Expense; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary) **26-279**

Enactment No: **A-260289B (NBRID); A-260290B (NBRID); A-260291B (NBRID)**

Public Works

R. Approval of plans and specifications for the "Measure U Solano Avenue Pavement Repair Project," RDS 25-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Public Contract Code section 20150.8. (No Fiscal Impact) **26-169**

S. Approve and authorize Amendment No. 4 to Agreement No. 240326B with TLCD Architecture for $69,220 for a new maximum of $671,576 for additional construction administration services in support of construction of the "Crisis Stabilization Unit (CSU) - Children's Services Expansion Project," PW 24-15. (Fiscal Impact: $69,220 Expense; Health and Human Services Fund; Budgeted; Discretionary) **26-178**

Enactment No: **A-240326B Amend. 4**

T. Approve and authorize Amendment No. 2 to Agreement No. 230361B with J.F. Brennan Company to increase the maximum compensation from $70,000 to $290,000 for maintenance, inspection, and repairs for the culverts and flap gates located on Milton Road and the Lake Marie reservoir located in the Skyline Wilderness Area. (Fiscal Impact: $220,000 Expense; Roads and General Funds; Budgeted; Discretionary) **26-186**

Enactment No: **A-230361B Amend. 2**

U. Accept a bequest in the amount of $125,000 from the John J. Vera and Antonette M. Vera Revocable Trust to the Napa County Animal Shelter, authorize the Chair to sign a letter of appreciation, and delegate the director of Public Works to sign any additional required documentation to accept the bequest. (Fiscal Impact: $125,000 Revenue; Animal Shelter Operations; Not Budgeted; Discretionary) **26-187**

V. Approve and authorize Amendment No. 1 to Agreement No. 220316B with COAR Design Group Inc., increasing the amount of $200,000 for a new maximum of $500,000 per fiscal year, to provide technical and construction support services on various Napa County construction projects. (Fiscal Impact $300,000 Expense; Budgeted; Various Capital Improvement Project Budgets; Discretionary) **26-212**

Enactment No: **A-220316B Amend. 1**

W. Approve and authorize creation of Capital Improvement Project 26030 for the "2026 Road Striping Maintenance Project", RDS 26-17; and approve a budget amendment. (Fiscal Impact: $250,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary). [4/5 vote required] **26-218**

X. Approve the Plans and Specifications for the "South Campus Building 4 HVAC Upgrades Project" and authorize to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code and approve and authorize the Chair to sign the Community Workforce Agreement with the Napa-Solano Building and Construction Trades Council for the South Campus Building 4 HVAC Upgrades Project.. (No Fiscal Impact; Discretionary) **26-247**

Item pulled for discussion. See Item 7.

Enactment No: **A-8707**

Y. Adopt a Resolution temporarily closing portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue from 7:00 A.M. to 1:30 P.M. on Sunday, March 1, 2026, for the 47th Annual Kaiser Permanente Napa Valley Marathon & Half Marathon. (No Fiscal Impact, Discretionary) **26-252**

Enactment No: **R-2026-13**

Z. Approve and authorize creation of Capital Improvement Project 26022 for the "Hall of Justice Improvements Project" PW 26-19; 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] **26-261**

5. PUBLIC COMMENT

Five (5) people spoke during public comment.

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher reported on the partnership between Dolly Parton's Imagination Library and Napa County. She invited Director of Health and Human Services Agency Jennifer Yasumoto and First 5 Napa Valley Programs Director Katherine Van Treese to provide comments.

Director of Health and Human Services Agency Jennifer Yasumoto made presentation.

First 5 Napa Valley Programs Coordinator Katherine Van Treese made presentation.

Vice-Chair Liz Alessio reported on her appointment to the Marin Clean Energy (MCE) board where they discussed a governance assessment as well as the goal to reduce rates while maintaining the mission and program centered around access to electric vehicle charging. Next, she discussed her seat on the Suicide Prevention Council and provided thanks to multiple individuals as they utilize data to address the public health issue. Next, she reported on attending the Boys and Girls Club of America Youth of the Year Award event. Another event attended was the Napa County Historical Society documentary of Chinese History in Napa Valley by John McCormick at the Cameo Theater in St. Helena. Lastly, Vice-Chair Alessio requested a resolution declaring various months in the year be in observance and honoring cultural and historic symbolism.

Supervisor Belia Ramos thanked staff for the partnership between Napa County, First 5 Napa Valley and Imagination Library. She then urged the public to visit the Napa County Health and Human Services Agency on Wednesdays to receive flu shot vaccinations and thereafter informed the public about the waived adoption fees at the Napa County Animal Shelter during February 13 through February 15. She then thanked the staff of the American Canyon Library for their work on the grand reopening event where they had an entertaining show featuring locally owned monkeys. Supervisor Ramos attended the Monte Vista Apartments in St. Helena to tour the facility where the City of St. Helena, Burbank Housing, and Bay Area Housing Finance Authority (BAHFA) provided $3 million to acquire the property and transition it into affordable housing. She then noted her upcoming attendance with fellow supervisors at the National Association of Counties (NACo) Conference and informed the public about the 22% decrease in flight landings at the Napa County Airport in 2025 compared to 2024, despite the significant increase in noise complaints. Lastly, Supervisor Ramos urged the public to join her on Saturday, February 14, 2026 at the American Canyon Kiwanis Food Pantry Fundraiser event.

Supervisor Anne Cottrell reported on her attendance at North Berryessa for a meeting to discuss a new Firesafe Council. Also, she attended the Black History Month Celebration event hosted by Crosswalk Community Church, where she recognized the Napa Valley College students who spoke and the keynote speaker Cameron Lipson. She then flagged a few issues in the City of Calistoga where Hearts and Hands Preschool is having a tough time as well as residential complaints regarding agricultural burns. Lastly, Supervisor Cottrell reported on attending the Mardi Gras parade in Yountville.

Chair Amber Manfree highlighted the third round of community workshops for the Baseline Data Report where she urged members of the public to submit their messages at BDR@countyofnapa.org. Chair Manfree reported on her attendance at the Black History Month Celebration event hosted by Crosswalk Community Church as well as World Wetlands Day at the Napa Community Park. Next, Chair Manfree urged the public to place their nominee submissions for the Napa County Bicycle Champion of the Year award, and submittals for the Pacific Gas & Electric (PG&E) Foundations Better Together Stem Scholarship. Lastly, Chair Manfree mentioned the Napa County Sheriff's Citizens' Academy begins on February 25, but the program is at capacity. Interested citizens are encouraged to sign up next year.

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

- 4X

Supervisor Belia Ramos made presentation.

Chief Executive Officer Ryan J. Alsop made presentation.

Three (3) people spoke during public comment.

Discussion held.

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

8. ADMINISTRATIVE ITEMS

County Executive Office

A. Discuss and approve for transmission a position letter in support of California Senate Bill 299, related to CEQA review of proposed child care facilities. (No Fiscal Impact) **26-275**

Legislative & Policy Analyst Andrew Mize made presentation.

Discussion held.

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

B. Approve and adopt a Resolution amending Napa County Policy Manual, Part 1, Section 8, and approve and adopt a list of proclamations slated for presentation in 2026. (No Fiscal Impact) **26-214**

Legislative & Policy Analyst Andrew Mize made presentation.

Discussion held.

Motion Text:	**Approve the requested actions as amended.**
Voting Yes:	**Ramos, Cottrell, Alessio, Gallagher, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2026-14**

Health and Human Services Agency

26-258

C. Receive a presentation on the Health and Human Services Agency's Be Well Mobile Services programming and impact in the first four months of operation. (No Fiscal Impact)

Director of Health and Human Services Agency Jennifer Yasumoto made presentation.

Health and Human Services Agency Management Analyst Casey Rockwood made presentation.

Discussion held.

9. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

A. Adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending Chapter 18.118 (Water Conservation Regulations for Landscape Design) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the California Code of Regulations Title 23, Division 2, Chapter 2.7 Model Water Efficient Landscape Ordinance and repeal Resolution No. 92-161 establishing the existing Water Conservation in Landscape Guidelines. (No Fiscal Impact) **26-109**

Chair Amber Manfree opened the public hearing.

Correction memorandum provided.

Planning, Building, and Environmental Services Planner III Emily Hedge made presentation.

Discussion held.

Chair Amber Manfree closed the public hearing.

Motion Text: **Approve the requested actions as amended.**
Voting Yes: **Alessio, Cottrell, Gallagher, Ramos and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **O-1518**

10. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(3 Cases) **26-265**

Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111

Name of case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256; United States Court of Appeal, Ninth Circuit, Case No. 25-3903

Name of Case: Tamara Anne Dreyer v. County of Napa Public Works, et al.; Napa Superior Court Case No. 25CV000100.

One (1) person spoke during public comment.

Case No. 25CV000100 was removed from the agenda.

Closed session held. No reportable action.

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957) **26-284**

Closed session held. No reportable action.

11. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MARCH 10, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-382

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Proclamations list for 2026

RECOMMENDATION

Approve the annual Proclamation list for 2026. (No Fiscal Impact)

BACKGROUND

On February 10, 2026, the Board approved changes to the Napa County Policy Manual, Part 1, Section 8, regarding proclamations. At the meeting the Board also approved a tentative list of proclamations for 2026 and directed staff to come back with an updated list after conferring with departments. The updated list of 2026 Proclamations is attached. The attached list recognizes that generally there should be no more than 3 proclamations presented during a Board meeting and that in lieu of a formal presentation at a Board meeting, proclamations can be placed on the consent calendar for approval and presented offsite at a different time by the Chair or their designee.

During the process of engaging with departments, staff learned that proclamations had been prepared for County employees retiring with 20 or more years of service, and any retiring department head or judge, without necessarily going to the Board for approval. These proclamations simply recognize the years of service an individual had provided as a county or court employee. Staff recommend the Board delegate authority to the CEO to prepare proclamations (with Board Member electronic signatures) for acknowledging retiring county employees with 20 or more years of service, and retiring department heads and local judges, without a requirement that they be approved by the Board.

Per the updated Policy Manual, if a Board Member wishes to have an additional proclamation prepared which is not on the annually approved list, the Board Member may either make a referral to the CEO during a Board

meeting, supported by a majority vote of the Board, or the Board Member can present a proclamation signed solely by the Board Member in their individual capacity as the district supervisor.

Recommended action:

1. Approve the annual list of proclamations for presentation in 2026 and delegate authority to the CEO to prepare special proclamations (with all 5 electronic signatures of Board Members) to acknowledge retiring County employees with 20 or more years of service, and retiring department heads and local judges.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This is intended to improve the efficiency and transparency of the Board by annually approving a list of regular proclamations.
Consequences if not approved:	Staff will add proclamations to individual Board agendas for 2026 based on past practice.

ENVIRONMENTAL IMPACT

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

2026 List of Approved Proclamations

The Board has authorized staff to prepare the following proclamations for 2026. The individual proclamations will be included on the Board's future agendas for individual adoption. Generally, no more than 3 proclamations should be presented at a Board meeting.

In lieu of a presentation during the Board meeting, proclamations may be included on the Board's consent calendar and presented offsite.

NOTE: The Board has delegated authority to the CEO to prepare proclamations (with electronic signatures of all five Board Members) recognizing retiring County employees who have served 20 or more years and any retiring department head/County elected official/judge without the need for the proclamation to be formally approved by the Board.

**Bold indicates that there are employees performing a particular job function that is recognized.*

January	February	March	April
Outgoing Chair Recognition **Positive Parenting Awareness Month**	Black History Month **Weights and Measures Week**	**Agriculture Month** Women's History Month Transgender Day of Visibility (new add) American Red Cross Month	**Sexual Assault Awareness Month** **Child Abuse Prevention Month** **Week of the Young Child** **Public Health Week** **Library Week** Earth Month (new add) **Arts in April** (new add) **National Crime Victims' Rights Week** (new add)

***Bold** indicates that there are employees performing a particular job function that is recognized.*

May	June	July	August
Asian American and Pacific - Islander Heritage Month **Wildfire Preparedness Month** **Older Americans Month** **CalFresh Awareness Month** **Mental Health Awareness Month** Historic Preservation Month Bike Month **Peace Officer Memorial Week (paired with a colors presentation from Sheriff's office)** Child Care Provider Appreciation Day (new add) National Provider Appreciation Day (new add) Water Awareness Month (new add) Endangered Species Day (new add) World Biodiversity Day (new add) **EMS Week**	Grower of the Year (LGBTQIA+) Pride Month Elder and Dependent Adult Abuse Awareness Month Gun Violence Awareness Day/Month World Environment Day (new add)	**Probation Appreciation Week** Disability Pride Month (new add)	**Child Support Awareness Month** Farmers' Market Week

***Bold** indicates that there are employees performing a particular job function that is recognized.*

September	October	November	December
Workforce Development Month **Preparedness Month** **Recovery Month** **Suicide Prevention Month** Hispanic Heritage Month (Sept 15 - Oct 15) **Library Card Signup Month** **Environmental Awareness Month** (new add) World Clean-up Day (new add)	**Domestic Violence Awareness Month** **Cyber Security Month** **Fire Prevention Month** **National Community Planning Month** (new add) Day Against Hate (new add) International Walk to School Month (new add) Global Climate Change Week (new add) National 4-H Week (new add)	**Adoption Awareness Month** America Recycles Day (new add) **Clerk of the Board Week** Farmworker of the Year Native American Heritage Month (new add)	Wildlife Conservation Day (new add)

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-251

TO: Board of Supervisors

FROM: Neha Hoskins - Clerk of the Board

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

SUBJECT: Appointments to the Napa County Juvenile Justice Coordinating Council

RECOMMENDATION

Appoint Josh Schultz to represent County Office of Education or School District, and reappoint Kerry Ahearn, for a third term, to represent a Non-Profit, Community Based Organization Providing Services to At-Risk Minors on the Napa County Juvenile Justice Coordinating Council with term of office to commence immediately and expire on December 31, 2029. (No Fiscal Impact)

BACKGROUND

There are currently four openings due to a resignation and term expirations on the Napa County Juvenile Justice Coordinating Council. The County Executive Office advertised the openings and received one application from Josh Schultz and one reappointment request from Kerry Ahearn.

The Board of Supervisors adopted Resolution 01-02 on January 9, 2001, establishing the Juvenile Justice Coordinating Council (JJCC) pursuant to Section 749.22 of the California Welfare and Institutions Code. There are sixteen members of the JJCC, which includes four public members appointed by the Board of Supervisors. The purposes of the JJCC are as follows:

a. To advise the Chief Probation Officer in the development of the proposed expenditure plan for funds provided under the Comprehensive Youth Services Act and to advise the Chief Probation Officer with respect to compliance with all statutory State and Federal guidelines and regulatory requirements;

b. To develop and submit to the Board of Supervisors a Comprehensive Multi-Agency Juvenile Justice Plan in accordance with the requirements of the Crime Prevention Act of 2000 and all guidelines and requirements of the State Board of Corrections; and

c. To develop methods of monitoring expenditure of funds, to ensure quality of services provided and to evaluate the outcome effectiveness of services and programs funded under the Comprehensive Youth Services Act (Chapter 3.2 of Part 6 of Division 9 of the Welfare and Institutions Code) and any other

juvenile justice expenditures as the Board of Supervisors may direct.

On January 21, 2026, the Juvenile Justice Coordination Council met at a regular meeting and voted to recommend the appointment of Josh Schultz and the reappointment of Kerry Ahearn. (Recommendation letters attached)

Requested Action:

Appoint Josh Schultz and reappoint Kerry Ahearn to the Napa County Juvenile Justice Coordinating Council.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Juvenile Justice Coordinating Council: Submitted

Category of Membership for Which You Are Applying

County Office of Education or a School District

Profile

Joshua (First Name) | (Middle Initial) | Schultz (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94559 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 5

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

[redacted] (Primary Phone)

Napa County Office of Education	Napa County Superintendent of Schools	Education Administration
Employer	Job Title	Occupation

Education/Experience

I earned a BA from the University of California, Berkeley, and an MBA from the University of San Francisco. I hold a California single subject teaching credential and an administrative services credential, as well as the CFA designation (Chartered Financial Analyst) from the CFA Institute. I began my career in public education as a social science teacher at St. Helena High School, where I taught for seven years. In the early 2000s I worked at Sonoma State University's Office of Research and Sponsored Programs, starting as an analyst and ending as the director. I have been with the Napa County Office of Education since 2008, serving as the Deputy Superintendent and Chief Business Officer for most of that time until my appointment as County Superintendent in August 2025. I am a graduate of Leadership Napa Valley and have served on numerous boards and committees including the Napa Redevelopment Successor Agency Oversight Board and the Napa County Treasury Oversight Committee.

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

Jane Schultz, retired

Resume

J_Schultz_resume_0625.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Single Subject Social Studies Teaching Credential first issued 1993, expires 10/1/28 Clear Administrative Services Credential first issued 2015, expires 10/1/28 CFA Charterholder (CFA Institute) issued September 2005 (renews annually)

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Barbara Nemko, [redacted] Bob Minahen, [redacted] Mary Rezek, [redacted]

Community Participation

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

I am very familiar with the educational programming and needs of youth involved with the juvenile justice system, having been with NCOE for the past 17 years. I was in charge of the project to build the new Camille Creek Community School facility since its inception. I also have extensive experience with governmental budgets and financing, and may years of experience serving on and working with public entity boards.

Nature of activity and community location

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

Napa Redevelopment Successor Agency Oversight Board Napa Treasury Oversight Committee

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

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Joshua G. Schultz

Date

9/18/25

Joshua Schultz, MBA, CFA

Experience

Napa County Office of Education (NCOE)

Deputy Superintendent / CBO — **July 2014 – Present**

Operational responsibility for all NCOE programs, along with all responsibilities of the Chief Business Official below.

Chief Business Official — **February 2009 – June 2013**

Overall responsibility for all business functions of NCOE. Lead negotiator for collective bargaining. Oversight of a $60 million operating budget including approximately $20,000,000 per year of competitively awarded grant and contract funded projects. Responsible for fiscal oversight functions for all Napa County school districts. Represent NCOE in fiscal negotiations with state and local government agencies, school districts, and non-profits.

Director of Development and Compliance — **January 2008 – January 2009**

Overall responsibility for development and compliance activities for federal, state, local, and private grants and contracts. Oversight of all competitively awarded grant and contract activity.

Sonoma State University, Office of Research and Sponsored Programs

Director — **July 2005 – January 2008**

Manage all aspects of the office's functions including research, grant development support, internal awards, and special projects.

Program Development Manager — **July 2004 – June 2005**

Grants Specialist — **June 2002 – July 2004**

Social Science Teacher, St. Helena High School — **1993–2000**

Education and Credentials

- Leadership Napa Valley, 2019-20
- Clear Administrative Services Credential (CPACE, December 2015)
- CFA Charterholder (CFA Institute) since September 2005.
- MBA University of San Francisco, Highest Honors, Beta Gamma Sigma, McGowan Scholar, 2002.
- Single Subject Social Studies Teaching Credential, Dominican College of San Rafael, 1993.
- BA, University of California, Berkeley, 1990.

Boards and Committees

- California County Superintendents Association, Business and Administration Steering Committee (BASC) (Past Chair, Star Award Winner)
- State Board of Education's LCFF Rubric (CA Dashboard) Design Committee (Governor Brown appointee)
- California Department of Education's LCAP Advisory Group
- Napa Redevelopment Successor Agency Oversight Board (Past Chair)
- Napa County Treasury Oversight Committee (Alternate)
- North Bay Schools Insurance Authority
- School Self Insurance of Contra Costa County (Past Chair)
- Goodwill Industries of the Redwood Empire (Past Chair)
- M.S. Grumbacher Foundation (Chair)
- Scaling Student Success Advisory Board
- African American Student Success Network with CAAASA and CCEE

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napcounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

December 15, 2025

Kerry Aheam
[redacted]
Napa CA 94559
[redacted]

Re: Juvenile Justice Coordinating Council

Dear Kerry:

You have been a valued member of the **Napa County Juvenile Justice Coordinating Council.** The term of your position will expire December 31, 2025. If you wish to request reappointment for another 3-Year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Juvenile Justice Coordinating Council** for the term commencing immediately and expiring December 31, 2028.

==========

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is **five (5) years old or older**. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

Boards, Committees & Commissions | Napa County, CA

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail or email.**

Kerry Ahearn
SIGNATURE

12/16/2025
DATE

Print

Application for Appointment to Board, Commission, Committee, Task Force or Position - Submission #1260

Date Submitted: 1/22/2020

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Application for Appointment to:

Juvenile Justice Coordinating Council

Name of Board, Commission, Committee, Task Force or Position.

Category of Membership for Which You Are Applying*

Community-based Drug & Alcohol Treatment Program

This information can be found on the news release announcing the opening. You may apply for more than one category if more than one position is open.

Personal Information

The following information is provided in confidence, but may be used by the Board of Supervisors when making the appointment, or be used by the Committee/Commission/Board/Task Force following appointment for purposes of communicating with the appointee.

Full Name*

Kerry Ahearn

Supervisorial District in Which You Reside*

Napa District 1

Home Address*

[redacted]

City*

Napa

State*

CA

Zip*

94559

Phone*

[redacted]

Email Address*

[redacted]

Work Address*

[redacted]

City*

Napa

State*

CA

Zip*

94559

Work Phone*

[redacted]

Current Occupation*

CEO, Aldea Children & Family Services

Within the last 12 months

Current License

LCSW

Professional or occupational, date of issue, and expiration including status

Education/Experience

Masters in Social Work

Resume

Ahearn resume 2019.docx

Attach a resume containing this and any other information that would be helpful to the Board in evaluating your application.

Community Participation

Community-based Drug & Alcohol Treatment Program

Nature of activity and community location

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

JJCC, San Mateo County

Public Actions that may impact Credit Rating

List all court or other public administration actions impacting your credit rating within the past ten (10) years.

Provide names, addresses and phone numbers of 3 individuals who are familiar with your background.

Reference 1

Name*

Michele Farhat

Phone*

[redacted]

Address*

[redacted]

City* Napa

State* CA

Zip* 94559

Reference 2

Name* Juliann Curabba

Phone* [redacted]

Address* [redacted]

City* Laguna Nigel

State* CA

Zip* 92677

Reference 3

Name* Lenny Versar

Phone* [redacted]

Address* [redacted]

City* Chico

State* CA

Zip* 95926

Name and occupation of spouse within the last 12 months, if married.

For Conflict of Interest purposes

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

As the CEO of the only Substance Use Disorder Program for youth in the County I feel our perspective on serving probation youth will be helpful in determining services and supports for Probation youth in Napa County.

Responded

- [ ] Yes

Completed

- [ ] Yes

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

- [x] Yes
- [ ] No

Electronic Signature Agreement

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

- [x] I agree.

Electronic Signature

Kerry Ahearn

Date

1/22/2020

2:45 PM

Kerry Ahearn

[redacted]
Napa, CA 94559
[redacted]

Profile

A versatile, data driven, results-oriented and entrepreneurial Senior Executive with extensive child welfare, behavioral health and human services leadership skills in the public and private sectors. Exceptional proficiencies in managing Community-Based, Behavioral Health, Social Services and Entitlement Programs for Children, Adolescents, Families, and Elders. Experienced in Budget Preparation and Fiscal Oversight, Managing Performance Evaluation and Outcomes Initiatives and Quality Assurance, Leading System Change Initiatives, Strategic Planning, Board Management and Program and Policy Development.

Work Experience

12/2017-Present **Aldea Children & Family Services**

Chief Executive Officer

- Responsible for the administration and oversight of all programs and services of a multi-county non-profit human service agency
- Oversee all operations and business activities to ensure desired outcomes are consistent with the overall strategy and mission
- Oversee a budget of $11M and manage over 120 FTE's
- Build trusted relations with key partners and stakeholders

8/2017-8/2018 **San Mateo County Human Services Agency**

Director of Children & Family Services

- Responsible for the administration of all Child Welfare services within San Mateo County which includes screening, investigations, out-of-home placement, family maintenance, family reunification, permanent placement, adoptions, resource family licensing, prevention and early intervention, independent living and non-minor dependents.
- Manage a County run Receiving Home (soon to convert to an STRTP) and a Foster Family Agency (FFA)
- Oversee a budget of $130M and manage over 80 outcome based contracts providing services to families throughout the County
- Lead CFS employees in change management as it relates to the Continuum of Care Reform (CCR)

12/2012-5/2017 **Victor Community Support Services/Victor Treatment Centers**

Regional Director

- Reporting to the CEO of a $70+ million dollar non-profit, human services agency, I was responsible for Victor's Northern California behavioral health, social services, and probation programs encompassing six community based sites, a 30-bed residential treatment/group home, and a non-public school.
- Oversee an operational budget of over $17 million dollars in government funded contracts with multiple funding streams and approximately 185 employees. Funding streams included EPSDT, Social Services Probation, and MHSA funding.
- Strategic alignment with stakeholders led to the maximization of contracts resulting in increased revenue of over $3 million dollars.
- Support quality service delivery, staff development, and business growth and diversification efforts in accordance with agency goals, philosophies and values. Supported operations to ensure compliance with applicable regulatory requirements, licensing and accreditation standards, contractual obligations and agency expectations
- Key responsibilities include Fiscal Management, Budget Development and Management, Quality Improvement/Compliance, Data and Outcome Management System, EHR Management, New Business Development, Marketing, and Community Relations.
- Responsible for leading and creating a vision for new program development such as Katie A programming, Wrap Around development and CCR/STRTP Implementation.

10/2010-9/2012 **MENTOR Maryland**

Executive Director

- Responsible for the overall direction of the operations of a for-profit therapeutic foster care agency; the largest in within the state of Maryland.
- Oversaw an operational budget of approximately $30 million with 200+ employees and 300 independent contractors.
- Directed all programmatic and administrative functions for therapeutic foster care program, and outpatient clinic

Kerry Ahearn-Brown

[redacted]

4/2004-10/2010 **State of Maryland, Department of Social Services**

Director, Kent County Department of Social Services

- Responsible for the planning, coordinating and directing of all County Employment and Social Services programs, including protective and preventive and services, entitlement eligibility and employment services for a rural county on the Eastern Shore of Maryland.
- Directed all programmatic and administrative functions for Child Welfare, Family and Adult Services, Homeless Services, Financial Assistance Programs (TANF, Work Programs and Medicaid) and Food Stamps.
- Developed and managed the County's Budget, determined priorities, and oversaw CQI/PQI Initiatives.
- Obtained accreditation through the Council of Accreditation (COA) for our County Department.
- Won the 2010 "Place Matters" award for meeting and exceeding each of the systems change initiative goals that included safely decreasing the number of children entering foster care and placed in group homes.

Interim and Assistant Director, Anne Arundel County DSS

- Directed all program activities including Child Welfare, Family and Adult Services, Homeless Services, Community Resource Center, Family Support Center, Early Childhood Services, Financial Assistance Programs and Food Stamps.
- Responsible for an operating budget of over $125 million and a staff of 400.
- Managed all service units including family preservation, foster care, adoptions, kinship care, adult intake, APS, Adult Guardianship, the Family Support Center, work opportunity/employment centers, and quality improvement.
- Led system change/TDM initiative that safely decreased the number of children entering foster care and decreased the disproportionate number of minority youth in care.

7/1998 – 4/2004 **The Institute of Professional Practice, Inc.,** Woodbridge, CT

Director of Children & Family Services

- Responsible for all clinical and administrative aspects of this large non-profit's children's services. Managed program operations and development, marketing, quality management, fiscal oversight, and all regulatory, contractual, corporate and legal and requirements.
- Maintained working relationship with referral agencies and community partners. Implemented improvements to existing programs and developed new programming.
- Developed a unique, comprehensive Continuous Quality Improvement system for all children's programs.
- Oversaw services and programs that included a Professional Parenting Program, In-Home Behavioral Intervention program using, an evidenced-based intensive in-home intervention program in conjunction with Yale (IICAPS), and school-based consultation services for children with autism utilizing Applied Behavioral Analysis (ABA).

8/1995 –3/1998 **MENTOR Maryland,** Landover, MD

Program Manager

- Responsible for development, implementation, and coordination of new MENTOR program in Prince George's County, Southern Maryland and the greater Washington, DC area.
- Recruited, hired, and trained staff for an innovative therapeutic foster care program serving severely emotionally disturbed children and adolescents.
- Assisted in marketing and business development for this region of the state. Responsible for budget planning and fiscal oversight of the program whose revenue grew $1.7 million in two years.

Kerry Ahearn-Brown

[redacted]

Education

The Catholic University of America, Washington, DC
Master of Social Work (MSW)

Xavier University, Cincinnati, OH
Bachelor of Social Work (BSW)

Additional Development

CIBHS Leadership Institute, Spring 2014
The CIBHS (California Institute for Behavioral Health Solutions) Leadership Institute, which is offered in collaboration with the University of Southern California's Sol Price School of Public Policy, is a leadership development program designed to help good leaders become effective system innovators in public behavioral health and related health systems. Leaders learn skills that are necessary to support the reduction of health disparities in California's diverse communities and improve population health. Health care and payment reform, Medi-Cal expansion and Criminal Justice Realignment are but a few of the challenges faced by local leaders.

Leadership Maryland, Class of 2008
Each year 50 accomplished leaders from around the State of Maryland are selected by a group of their peers to participate in an intense, year-long leadership experience that explores the state's opportunities, needs and resources through a systematic educational program. The leaders are chosen based on their leadership abilities, career accomplishments, volunteer activities, and their personal concern and commitment to help shape the future of Maryland.

Licensure

Certified Social Worker-Clinical, State of Maryland, LCSW-C #06872
Licensed Clinical Social Worker, State of Connecticut, LCSW # 005473

Board Affiliations/Community Involvement

California Alliance of Children & Family Services
January 2013 – 2017
Participate as a member of this state organization to lead change and provide support for the state's children, youth and families.

Maryland Association for the Resources for Families and Youth (MARFY) Fiscal Year 2012
Board Member
Acted as a Member of the Board of the State Association for Agencies that serve children, youth and families in the State of Maryland. Serve on the Legislative Committee.

Foster Family-Based Treatment Association June 2011
Member
Participated as a member of the National Association as well as the newly formed Maryland Chapter of the FFTA.

MD Association of Counties, Human Services Affiliate Fiscal Year 2010
President
Acted as the liaison between the Directors of the Local Directors of Social Services, the Counties Human Service Directors and the Directors of the Local Management Boards. Arranged meetings throughout the year to discuss items of mutual interest and concern.

A Tradition of Stewardship
A Commitment to Service

Napa County Probation
Administration

212 Walnut St.
Napa, CA 94559
www.countyofnapa.org/probation

Main: (707) 253-4431
Fax: (707) 245-4178

Amanda Gibbs
Chief Probation Officer

January 21, 2026

Paulette Cooper
County Executive Office
Clerk of the Board
1195 Third Street, Suite 310
Napa, CA 94559

Subject: Juvenile Justice Coordinating Council (JJCC) Recommendation to Fill a Member Vacancy

Dear Paulette:

The JJCC held a Regular Meeting on January 21, 2026, and reviewed the application to fill a member vacancy for the representative from either the County Office of Education or a school district, or a designated representative. The members voted to recommend Joshua Schultz to the Board of Supervisors.

I can be reached at (707)299-1620 with any questions.

Sincerely,

Amanda Gibbs
Chief Probation Officer
Chair to the JJCC

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A Commitment to Service

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Fax: (707) 245-4178

Amanda Gibbs
Chief Probation Officer

January 21, 2026

Paulette Cooper
County Executive Office
Clerk of the Board
1195 Third Street, Suite 310
Napa, CA 94559

Subject: Juvenile Justice Coordinating Council (JJCC) Recommendation to Reappoint

Dear Paulette:

At its regular meeting on January 21, 2026, the JJCC reviewed the reappointment of the representative from a community-based drug and alcohol treatment program. The members voted to recommend Kerry Ahearn for reappointment to the Board of Supervisors.

I can be reached at (707)299-1620 with any questions.

Sincerely,

Amanda Gibbs
Chief Probation Officer
Chair to the JJCC

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:** 3/10/2026 | **File ID #:** 26-317

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointment to the Napa County Flood Control and Water Conservation District

RECOMMENDATION

Appoint Jay Kouba to represent the First Floating Alternate Director on the Napa County Flood Control and Water Conservation District with a term of office to commence immediately. The First Floating Alternate Director serves in the absence of the Board of Supervisors. (No Fiscal Impact)

BACKGROUND

There is currently one vacancy for a First Floating Alternate Director on the Napa County Flood Control & Water Conservation District due to the resignation of Juan F. Garcia in September 2024. The County Executive Office advertised the opening and received one application from Jay Kouba.

On January 1, 2003, the State Legislature approved SB 1352 which made the vice-mayors the alternate Directors for the City members of the Napa County Flood Control and Water Conservation District (FCWCD) Board and allowed the Board of Supervisors to appoint two (2) members of the public residing within the District to serve as first and second floating alternates, respectively. The floating alternates shall act as Directors if one or two members of the Board of Supervisors are absent from the District Board for any reason.

The Board of Directors of the FCWCD consists of eleven (11) members. Five (5) of the Directors are members of the Board of Supervisors who each have two (2) votes. The mayor of the City of Napa is also a Director who has two (2) votes. Four (4) Directors are the mayors of the Cities of American Canyon, Calistoga, St. Helena and the Town of Yountville who each have one (1) vote. One (1) Director is a member of the City Council of the City of Napa who also has one (1) vote.

Requested Action:

Appoint Jay Kouba to the Napa County Flood Control & Water Conservation District.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Flood Control and Water Conservation District: Submitted

Category of Membership for Which You Are Applying

Floating Alternate

Profile

Jay
First Name

Middle Initial

Kouba
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

SAINT HELENA
City

CA
State

94574
Postal Code

Which supervisorial district do you reside in? *

☑ District 3

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

[redacted]
Primary Phone

Self employed part-time	Consultant to True North Venture Partners	Biotech and Chemical Executive
Employer	Job Title	Occupation

Education/Experience

PhD Chemistry, Harvard University B.S. Stanford University MBA University of Chicago

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

Patricia Kouba, retired

Resume

2025-01_Jay_Kouba_Resume.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Michelle Dea City Council, [redacted] Anne Cottrell, Napa County Supervisor, [redacted] Marc Frankenstein, Chair, Napa Commission on Aging, [redacted]

Community Participation

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

Over the last year I have served the city of St. Helena on the Measure H (Water and Wastewater Bond) Oversight Committee and the Water and Wastewater Advisory Committee. I have learned a great deal about the complexity of the potable water supply system, the criticality of effective wastewater treatment, the challenge of managing fish habitat and the interdependency of the component parts. Water is the lifeblood and the vulnerability of the County and I hope to offer my experience to the management of water issues.

Nature of activity and community location

Water and Wastewater Advisory Committee, St. Helena Measure H Oversight Committee, St Helena Director, Monarch Justice Center Co-Chair Napa County Elder Abuse Task Force

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

2022-2023 Napa County Grand Jury Currently Commissioner, Napa County Commission on Aging

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Jay K. Kouba

Date

February 4, 2026

JAY KOUBA

- **Creative Strategic Thinking**. Challenged convention in a $20+ billion global chemicals and polymers enterprise creating options for growth through biotechnology, plastics recycle and sports apparel retailing. Focused industrial biotech start-up on high margin chemical markets years before the venture community shifted their focus from fuels to chemicals. Led County and non-profit leaders in developing new strategy for addressing elder abuse
- **Translation of Science to Business**. Shifted marketing strategy for an R&D services firm from a focus on technology organizations to the competitive pressures facing the businesses. Built clean-tech start-up from zero and sold the business to a major chemical company. Founder of two financed industrial biotech companies
- **Organizational Change Leadership**. Led a large organization through a 40% downsizing and simultaneously improved the morale, productivity, accountability and reputation of the organization.
- **Disciplined Decision Processes**. Implemented stage gate project management and portfolio decision processes. Developed measurement systems for strategic alignment, financial reward and portfolio balance.
- **Business Breadth and Leadership.** P&L responsibility for growing business with revenues of $500 million. CEO of public biotech company. Public and private board experience. Translated business experience to public service roles in the Napa County Commission on Aging and Napa County Elder Abuse Task Force

EDUCATION

MBA, University of Chicago, 1991
Post-doctoral, University of California, Berkeley, 1979
MS, PhD, Chemistry, Harvard University, 1978
BS, Chemistry, Stanford University, 1974

EXPERIENCE

MONARCH JUSTICE CENTER **2024 to present**
Monarch is a collaboration of public and private agencies dedicated to easing the heavy burden that complex, bureaucratic systems place on survivors of domestic violence, human trafficking, child abuse, elder abuse, and sexual assault
Director

ELDER ABUSE TASK FORCE **2023 to present**

The Task Force is sponsored by the Monarch Justice Center and is a collaboration of public and private agency leaders committed to the prevention of and response to elder abuse in Napa County. The task force recommends actions to change the systems and practices around elder abuse.

Co-Leader

NAPA COUNTY COMMISSION ON AGING **2023 to present**

The Commission is appointed by the Board of Supervisors and is an advisory body on issues facing older adults. The Commission is a network of public, business and non-profit leaders with focus areas in housing, transportation, caregiving and isolation.

District 3 Representative

NAPA COUNTY GRAND JURY **2022-2023**

The Grand Jury is sponsored by the Superior Count. It conducts investigations and provides recommendations on the performance of local government entities

Juror

SYNATA BIO **2015 to present**

Synata Bio is a private company in Warrenville, IL focused on the biological conversion of synthesis gas to valuable chemical products. The company was created and funded by True North Venture Partners following the acquisition of the assets of Coskata, Inc

Director, TNVP Operating Partner

TRELYS, INC. **2012 to 2021**

Trelys was a private company in San Francisco, California focused on biological approaches to transforming low-cost methane into high value products for agriculture.

Founder, Director, CEO

SILURIA TECHNOLOGIES **2012 to 2013**

Siluria was a private company in San Francisco, California which developed a commercially viable technology for the oxidative coupling of methane to ethylene. The company raised more than $200 million in financing and now, as a division of an international engineering firm, is pursuing commercialization options in chemicals and fuels.

Interim CEO and Director from October 2012 to February 2013

FIRST GREEN PARTNERS **2011 to 2014**

First Green Partners was a venture investment company founded by Doug Cameron and Tom Erickson. In December 2011, First Green Partners established a joint venture with Warburg Pincus with committed capital of $355 million. The firm was focused on investing in and building successful start-ups in renewable and fossil carbon.

Director

METABOLIX **2006 to 2013**

Metabolix was a public company (MBLX) in Cambridge, Massachusetts commercializing PHA bio-polymers produced by fermentation of corn sugar, or grown in crops. In addition the company was commercializing technology for the biological production of high value chemical products

Interim CEO from May 2007 to April 2008

Chairman, Board of Directors, Member Audit & Governance Committees

VIRENT **2006 to 2013**

Virent was a private venture-backed company in Madison, Wisconsin focused on the chemical conversion of bio-based feedstocks to liquid fuels and chemicals. The company had a development partnership with Shell and equity ownership by Shell, Cargill and Honda. A demonstration unit was constructed at their facility in Madison.

Chairman, Board of Directors

TETRAVITAE BIOSCIENCE **2007 to 2011**

TetraVitae was a private venture-backed company in Chicago, Illinois focused on fermentation technology for industrial chemicals. Developed a strategy for a family of chemical products and deployment through ethanol plant retrofits. Raised $10 million in financing and build a highly productive lean organization from nothing. The company was acquired by Eastman Chemical In October 2011.

CEO from 2008 to 2011

Vice Chairman, Board of Directors from 2007 to 2011

SYMYX TECHNOLOGY **2006 to 2007**

Symyx was a public company in Santa Clara, California and the premier provider of hardware, software and services for high through-put discovery and optimization of catalytic chemical transformations.

Vice President, Collaborations Marketing

INNOVENE **2004 to 2005**

Innovene (a subsidiary of BP PLC) was one of the world's largest petrochemical and refining companies with revenues of $22 billion, 24 manufacturing sites in eight countries and 8300 employees. In April 2004, BP announced its plan to spin-off Innovene in a multi-billion dollar IPO. In December 2005, BP sold Innovene for $9.0 billion to Ineos in the largest leveraged transaction in Europe to date.

Senior Vice President, Strategy, Marketing and Technology

Responsible for…

- *Corporate, product line, investment, marketing and growth strategies.*
- *Development and launch of the Innovene brand.*
- *Execution of growth strategies based on the coordination of marketing and technology*
- *P&L for technology licensing and catalyst sales (>$100 million revenue)*

BP PETROCHEMICALS **1999 to 2004**

A global, petrochemical company with $16 billion in revenue and 15,000 employees, in 35 major locations. Part of BP PLC, a $250 billion global integrated oil company.

Vice President of Marketing, Sales and Logistics *(2003 – 2004)*

Responsible for….

- *Transforming chemicals businesses from a sales orientation to a marketing orientation*
- *Implementation of cost-to-serve price management system.*
- *e-Business implementation*

Vice President of Chemical Technology *(1999 – 2003)*
Responsible for….

- *Technology strategy and technology capability within the chemical business and more broadly within BP Plc*
- *BP Petrochemicals global technology development program,$230 million budget and 1,200 employees*
- *Organizational change: 70% leadership turnover, 40% downsizing of staff, closure of three facilities, project and portfolio management, performance measurement.*

AMOCO CHEMICAL COMPANY **1993 to 1998**
A $6 billion unit of Amoco Corporation with 10,000+ employees globally.

Manager of Research, Chemical Intermediates *(1996 – 1998)*
Direct responsibility for 230 employees and $42 million budget

- *Created commercial alignment, project accountability, management capability.*

Global Business Manager, Purified Terephthalic Acid *(1994 – 1996)*
Leadership responsibility for $500 million revenue global business.

- *Coordinated strategic, operational and pricing decisions across Europe, Asia, Americas.*
- *Corporate approval of two major capital projects ($700 million).*
- *Initiated transformational technology development project (project X).*

Director of Strategic Planning *(1993 – 1994)*
Strategic planning support for business units across Amoco Chemical Company. Enabled strategic execution through capability evaluation and development.

AMOCO TECHNOLOGY COMPANY **1992 to 1993**
A venture unit within Amoco Corporation

Director of Special Projects
Conducted valuation of high technology businesses in microlasers and biotechnology. Offered alternatives for disposal including partnerships, sale, IPO.

AMOCO CHEMICAL COMPANY **1980 to 1992**

Sales Account Manager, Purified Terephthalic Acid *(1991 – 1992)*
Steward of long term relationships with major North American customers. Ongoing business of $150 million per year growing at 5%. Negotiated settlement of $100 million contract dispute.

Business Manager, Purified Terephthalic Acid*, (1988 – 1991)*
Created polyester value chain market analysis. Achieved corporate approval of three major investments.

Business Development Representative *(1985 – 1988)*
Commercialized new small volume product. Conducted acquisition evaluation of OPP film based on economic, strategic and market analyses.

Research Chemist *(1980 – 1985)*
Successfully developed novel process for 1,4-butanediol.

PURDUE UNIVERSITY **1979 to 1980**
Assistant Professor of Chemistry

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:** 3/10/2026 | **File ID #:** 26-377

TO: Board of Supervisors

FROM: Neha Hoskins - Clerk of the Board

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

SUBJECT: Reappointments to the Napa County Wildlife Conservation Commission

RECOMMENDATION

Reappoint Leslie Lew, for a second term, and Charles Burton, for a third term, to represent Public At Large with the terms of office to commence immediately and expire February 1, 2029; and appoint Molly Moran Williams to represent Planning Commission with term of office to commence immediately and expire on December 31, 2026 to the Napa County Wildlife Conservation Commission. (No Fiscal Impact)

BACKGROUND

There are currently four openings on the Napa County Wildlife Conservation Commission due to term expirations. The County Executive Office advertised the openings and received three applications from Leslie Lew, Charles Burton, and Molly Moran Williams.

The purpose of the Wildlife Conservation Commission (WCC) is to advise the Board of Supervisors on policy matters related to the preservation and enhancement of wildlife and their habitats. This includes how funds received by Napa County, which is comprised of Fish and Game fines that are expended for the preservation, propagation, and protection of birds, mammals, fish, and amphibians.

The WCC consists of eight members appointed by the Board of Supervisors as follows:

- Four members representing the Public at Large;
- One Sportsperson/Angler;
- One Wildlife/Conservation representative;

- One Youth between the ages of 15 and 25; and
- One Planning Commission representative.

On January 7, 2026, the Napa County Planning Commission met at a regular meeting and voted to recommend Molly Moran Williams to represent the Planning Commission on the Napa County Wildlife Conservation Commission. (meeting minutes attached)

Requested Action:

Reappoint Leslie Lew and Chrales Burton to represent Public At Large, and Molly Moran Willams to represent the Planning Commission to the Napa County Wildlife Conservation Commission.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

January 15, 2026

Leslie Lew
[redacted]
Napa, CA 94559
[redacted]

Re: Napa County Wildlife Conservation Commission

Dear Leslie,

The term of your position representing **Public at Large** on the **Napa County Wildlife Conservation** Commission expires on February 1, 2026.

If you wish to request reappointment, please check the boxes below, sign where indicated, and return this letter to the County Executive Office. When the letter has been returned, your name will be forwarded to the Board of Supervisors for consideration for reappointment to another three year term, as you have been a valued member of the Napa County Wildlife Conservation Commission.

If any of the information on your last application for appointment has changed or is five (5) years old or older, please contact the Napa County Executive Office to obtain a new application and return the new application with your reappointment request or go to the following link to complete your application online at https://napa.granicus.com/boards/w/54187893236826e4.

☑ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa County Wildlife Conservation Commission for the term commencing immediately and expiring December 31, 2029.

☑ I confirm by signing below that all the information on my application is current; or

☐ Some of the information on my prior application is no longer correct. A new application is attached.

SIGNATURE

2/23/26
DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code
California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Wildlife Conservation Commission: Submitted

Category of Membership for Which You Are Applying

Public at Large

Profile

Leslie (First Name) | (Middle Initial) | Lew (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94559 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 4

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

[redacted] (Primary Phone)

Sonoma County Agricultural Preservation and Open Space District	Natural Resource Specialist	Preserve Manager
Employer	Job Title	Occupation

Education/Experience

BS Landscape Architecture, UC Davis National Park Service, Interpretive Ranger, Yosemite National Park US Army Corps of Engineer, NEPA, Environmental Restoration Project Manager US Fish and Wildlife Service, Chief, Refuge Planning, California/Nevada Refuges Sonoma Ag + Open Space, Planner, Preserve Manager

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

Tom Farella, Vintner

Resume

2025.4.10_Resume_Lew-2.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Landscape Architect, California #3323, expired

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Kim Batchelder, [redacted] Ina Pisani, [redacted] Patricia Roberson, [redacted]

Community Participation

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

When I was in first grade, a trip to Yosemite cemented my lifelong passion for plants and wildlife. My entire career has been spent as a conservation professional: I have over 30 years of experience. I am dedicated to conservation and am very interested in contributing to the welfare of our Napa County wildlife with the Wildlife Conservation Commission. I have been the recipient of grants from the Commission, for which I am very appreciative, and have also been a grant reviewer. Because I have experience as a reviewer and applicant, I have knowledge and experience to contribute to the Commission's mission of identifying, selecting, and stewarding grants for wildlife habitat conservation. Having worked as the Chief of Wildlife Refuge Planning for the US Fish and Wildlife Service, I have experience and expertise in managing wildlife for both sport and conservation.

Nature of activity and community location

I am applying for the Wildlife Conservation Commission in Napa County. Letter of Recommendation furnished upon request.

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

None

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Leslie J. Lew

Date

20 April 2024

Leslie Lew

[redacted]

Education

B.S. University of California, Davis, Landscape Architecture

Summary of Qualifications

- Excellent communicator; adept at solving problems and building relationships
- Broad personal and professional experience with science-based preserve management
- Extensive project management experience; skilled at maximizing team success
- Success in natural resource conservation, habitat restoration, and environmental planning
- Seasoned presenter, trainer, and environmental educator

Preserve Management and Planning

- Open space preserve manager
- Develop management plans for endangered species Wildlife Refuges
- Facilitate mountain lion research
- Project manager and consultant for trails design, construction, and maintenance
- Design and implement ridgeline fuel break and other fuel reduction projects
- Proven weed management success
- Design and implement successful prescribed grazing projects
- Design and deliver vegetation monitoring for evaluating habitat response to management activities

Outreach

- Manager of Sonoma Ag and Open Space outings, environmental education, and volunteer program
- Manage volunteers for major fundraising events
- Demonstrated skill at organizing conferences

Project Management and Environmental Compliance Experience

- Significant management experience, including managing staff, volunteers, and consultants
- Experienced project manager, organized, and outcome-focused. A proven problem-solver
- Effective grant writer: secured funding from foundations, and local, state and federal agencies
- Endangered Species Act Compliance - prepared Biological Assessments and implemented mitigation projects to comply with the ESA
- Extensive experience preparing environmental documents, including planning studies, CEQA and NEPA documents, and permit applications

Employment Experience

- 2005-Present Natural Resources Specialist, Sonoma Ag and Open Space District
- Chief, California-Nevada Refuge Planning Division, US Fish and Wildlife Service
- Environmental Restoration Project Manager, Interpretive Trail Developer, US Army Corps of Engineers,
- Interpretive Ranger, Yosemite National Park

Boards and Certifications

- 2023-Present. Steering Committee. Napa County Prescribed Burn Association
- 2022-Present. Chair Planned Parenthood Northern California Action Fund and Advocacy
- 2021-Present. Member. Good Fire Alliance, EcoTribal Cultural Burning Crew
- 2021-Present. Wildland Firefighter, Fire Behavior, Portable Water Pumps, Firing Ops instructor
- 2020-Present. Director. Planned Parenthood Northern California
- 2020-Present. Chair. Audit Committee, Planned Parenthood Northern California

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

January 15, 2026

Charles R. Burton
[redacted]
Angwin CA 94508
[redacted]

Re: Napa County Wildlife Conservation Commission

Dear Charles,

The term of your position representing **Public at Large** on the **Napa County Wildlife Conservation** Commission expires on February 1, 2026.

If you wish to request reappointment, please check the boxes below, sign where indicated, and return this letter to the County Executive Office. When the letter has been returned, your name will be forwarded to the Board of Supervisors for consideration for reappointment to another three year term, as you have been a valued member of the Napa County Wildlife Conservation Commission.

If any of the information on your last application for appointment has changed or is five (5) years old or older, please contact the Napa County Executive Office to obtain a new application and return the new application with your reappointment request or go to the following link to complete your application online at https://napa.granicus.com/boards/w/54187893236826e4.

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Wildlife Conservation Commission** for the term commencing immediately and expiring December 31, 2029.

☐ I confirm by signing below that all the information on my application is current; or

☒ Some of the information on my prior application is no longer correct. A new application is attached.

[signature] 26 Feb 2026

SIGNATURE DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Wildlife Conservation Commission: Submitted

Category of Membership for Which You Are Applying

Public Representative

Profile

Charles (First Name) | (Middle Initial) | Burton (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Angwin (City) | CA (State) | 94508 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 3

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

[redacted] (Primary Phone)

SGBE management	Managing Director	RN / Private Caregiver
Employer	Job Title	Occupation

Education/Experience

EDUCATION -- B.Sc. - Biology [6/90] Pacific Union College -- A.S. - Nursing [8/97] Pacific Union College RELATED EXPERIENCE -- NC Wildlife Conservation Commission [2020 - Present] Pulbic representative; Chairman (2024 - present) WORK EXPERIENCE -- RN [1998 - 2024] Santa Rosa Memorial Hospital -- Critical Care Unit -- RN [2002- present] US Air Force Reserve -- Travis AFB -- RN [1998 - 2006] St. Helena Hospital -- Critical Care Unit

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

N/A

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Registered Nurse -- State of California [most recent update: Dec 2025]

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

- [redacted]erie Lasseter -- [redacted] - Brian Wells [redacted] - Tamara Klatt [redacted]

Community Participation

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

I currently sit on the NC WCC and am the current Chairman. As such, I am very familiar with the mission and workings of the WCC and activity participate in it's function. Besides my vocation as an RN, I have a degree in Biology from Pacific Union College, and have a real understanding of biological organisms and ecosystems, and am deeply passionate about conservation. Currently the WCC is embarking on an ambitious process to re-vamp our current annual grant proposal determination process, and I am eager to see that process through to completion. I have been a faithful and contributing member of the WCC for the past 6 years, and respectfully request continuing on for a 3rd term in this role.

Nature of activity and community location

In addition to the above, I also volunteer for the Sonoma County Wildlife Rescue (since 2021) and the Mendocino County Animal Shelter (since 2024)

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

-- NC Emergency Medical Care Committee (since 1998) -- NC Tobacco Advisory Board (2000-2003) -- Coastal Valleys EMS for Children Steering Committee (2000-2003; inclusive of Napa, Sonoma, and Mendocino counties)

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

N/A

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Charles R. Burton

Date

13 February 2026

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Planning Commission: Submitted

Category of Membership for Which You Are Applying

Napa County District 3

Profile

Molly (First Name) | (Middle Initial) | Moran Williams (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

St. Helena (City) | CA (State) | 94574 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

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

Home: [redacted] (Primary Phone)

Aligne Capital Partners and Independent Consulting Practice	Partner / Principal Consultant	Strategic Advisor – Investment, Policy, and Resilience
Employer	Job Title	Occupation

Education/Experience

Molly Moran Williams brings over 15 years of experience working at the intersection of regulatory, community, and industry landscapes, with a focus on agricultural and environmental systems. In 2025, she joined Aligne Capital Partners, where she helps shape investment strategies that advance scalable solutions in the agri-food and waste sectors to strengthen resource security and regional resilience. In addition to her role at Aligne, Molly independently consults through her own advisory practice, supporting projects that bridge California policy, agroecology, and wildfire mitigation strategies. Previously, Molly served for nearly a decade as Industry & Community Relations Director for Napa Valley Grapegrowers, where she focused on land use, climate adaptation, agricultural preservation, and disaster preparedness. In this role, she worked to translate science into practice and policy, advocating for improved regulatory approaches and supporting growers in adapting to shifting economic and environmental climates. Earlier in her career, she worked in the biopharmaceutical industry on clinical development, public policy, and product commercialization. Molly holds a B.A. in Liberal Arts from St. John's College and currently serves on the boards of the Napa Valley State Parks Association and the Napa Farmers Market. She is deeply rooted in Napa County and lives in Rutherford with her husband and daughter.

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

Rory Williams, Director of Winemaking & Viticulture, Frogs Leap Winery

Resume

Resume attached

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Michael Silacci, [redacted] Dave Whitmer, [redacted] Sonya DeLuca, [redacted]

Community Participation

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

I am well-versed in the scientific, political, and regulatory frameworks shaping Napa County and have worked closely with stakeholders across agriculture, the environment, government, and the broader community. I aim to bring a systems-level understanding of land use, resource stewardship, and economic resilience, and I am committed to forward-looking planning that honors Napa's agricultural heritage while building the resiliency needed to meet both current and future challenges.

Nature of activity and community location

Current Board and Committee Involvement - Napa Farmers Market Board of Directors - Napa Valley State Parks Association Board of Directors - Napa Valley Community Foundation Community Programs & Grants Committee

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

None

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Molly Moran Williams (Macall Moran)

Date

4/21/25

MOLLY MORAN WILLIAMS
Rutherford, CA • [redacted] • LinkedIn

PROFESSIONAL EXPERIENCE

Aligne Capital Partners — *Partner*
Dec 2024 – Present

- Develops investment strategies that improve infrastructure resilience and long-term economic durability in the agri-food and waste sectors
- Aligns capital with public policy goals through projects that optimize land use, stabilize supply chains, and mitigate operational risks
- Partners with stakeholders to identify scalable, site-specific solutions that strengthen local economies and resource systems

Macall Moran Consulting Services — *Principal Consultant*
Aug 2024 – Present

- Advises clients on California policy, wildfire mitigation, and agroecological practices
- Supports the development of strategic communications, pilot projects, and stakeholder engagement plans for private businesses, nonprofits, and public-facing organizations

Napa Valley Grapegrowers
Industry & Community Relations Director (2019–2024)
Industry & Community Relations Director Manager (2015–2019)

- Served as NVG's lead representative for policy, land use, water, wildfire, and sustainability issues; liaison to Napa County staff and regulatory bodies
- Directed the Industry Issues Committee and developed NVG's advocacy strategy on planning and environmental priorities
- Led stakeholder engagement on the Groundwater Sustainability Plan and initiatives around wildfire resilience, workforce housing, and vineyard redevelopment
- Spearheaded cross-sector initiatives including low-smoke burning, COVID-era mobile testing clinics, and public perception surveys
- Delivered public comment, authored outreach letters, and built coalitions across industry, government, and community sectors

Access Therapeutics Inc. — *Manager, Client Services*
Sep 2012 – Jul 2015

- Managed projects advancing rare disease therapies from clinical development through commercialization, including public policy coordination with NIH and FDA

MOLLY MORAN WILLIAMS
Rutherford, CA • [redacted] • LinkedIn

COMMUNITY LEADERSHIP

- Board Member, **Napa Farmers Market** (2025–Present)
- Board Member, **Napa Valley State Parks Association** (2025–Present)
- Committee Member, **Napa Valley Community Foundation** (2018–Present)
- NVG Representative, **Napa Valley Vine Trail Board** (2015–2024)
- Founding Member, **Waste Not Napa Valley** (2017–2019)
- Citizenship Instructor, **Immigration Institute of the Bay Area** (2014–2015)
- **Leadership Napa Valley**, Class 30

EDUCATION

B.A., Liberal Arts, St. John's College, Annapolis, MD
Majors: Philosophy, History of Math & Science | Minors: Classical Studies, Comparative Literature

Meeting Minutes

Napa County Planning Commission

District 1, Kara Brunzell (Chair)
District 2, Walter Brooks
District 3, Molly Moran Williams
District 4, Pete Richmond (Vice-Chair)
District 5, Megan Dameron

Brian D. Bordona, Director
Laura Anderson, County Counsel
Michael Parker, Planning Manager
Alexandria Quackenbush, Meeting Clerk
Angie Ramirez Vega, Meeting Clerk

Wednesday, January 7, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER / ROLL CALL

Commissioners Present: Kara Brunzell, Pete Richmond, Megan Dameron, Walter Brooks, Molly Moran Williams
Commissioners Absent: None

2. PLEDGE OF ALLEGIANCE

3. CITIZEN COMMENTS AND RECOMMENDATIONS

None

4. APPROVAL OF MINUTES

Motion by Commissioner Brooks to approve minutes for the December 17, 2025, regular meeting as presented, seconded by Commissioner Moran Williams
Vote: Carried 5-0-0
Yes: Brooks, Moran Williams, Brunzell, Dameron, Richmond
No: None
Absent: None

5. AGENDA REVIEW

Charlene Gallina gave the agenda review.

6. DISCLOSURES

Yes: Moran Williams, Richmond, Dameron, Brooks
No: Brunzell
Absent: None

7. PUBLIC HEARING ITEMS

A. DIAMOND MOUNTAIN VINEYARD COMPANY INC/ DIAMOND CREEK VINEYARDS / MAJOR MODIFICATION NO. P19-00177 - MOD & REQUEST FOR EXCEPTION TO THE NAPA COUNTY ROAD AND STREET STANDARDS

CEQA STATUS: Consideration and possible adoption of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP) (SCH#2025120440). According to the proposed Mitigated Negative Declaration, the proposed project would not have any potentially significant environmental impacts after implementation of mitigation measures. Mitigation measures are proposed for the following area: Biological Resources. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

REQUEST: This application was submitted to participate in the County's Code Compliance Program as described in Resolution No. 2018-164 adopted by the Napa County Board of Supervisors on December 4, 2018. The proposal is to modify an existing winery Use Permit and subsequent modifications to recognize and approve items that are out of compliance with the permitted entitlements and for expansion beyond existing entitlements such as construction of a new winery building and agricultural storage building, increase in production, number of employees, weekly visitation, on-premises consumption of wine produced on-site, additional parking, number of marketing events, and necessary infrastructure improvements and upgrades to the wastewater system, and conversion of the existing winery building to a single-family residence with parking. The request also includes an Exception to the Napa County Road and Street Standards. The project is located on a 78.12-acre holding within the Agricultural Watershed (AW) zoning district and General Plan designated as Agriculture, Watershed, and Open Space (AWOS). The site is located at 1500 Diamond Mountain Road, Calistoga, CA 94515. APN 020-440-004 (Winery Parcel) and 020-400-012 (Residential Parcel).

STAFF RECOMMENDATION: Continue the item to January 21, 2026, to accommodate completion of the project's CEQA review by the Governor's Office of Land Use and Climate Innovation and the public.

STAFF CONTACT: Kelli Cahill, Planner III, (707) 265-2325 or kelli.cahill@countyofnapa.org

APPLICANT AGENT CONTACT: Lester Hardy, Attorney; (707) 480-8093; lester@lfhardy.com
Chair Brunzell opened public comment, receiving none, she closed public comment.
Motion by Commissioner Richmond to continue the item to the Planning Commission Meeting on January 21, 2026, seconded by Commissioner Dameron
Vote: Carried 5-0-0
Yes: Richmond, Dameron, Moran Williams, Brunzell, Brooks
No: None

Absent: None

B. HAL AND FIONA BARNETT / BARNETT VINEYARDS WINERY / USE PERMIT P19-00125-UP, VIEWSHED P20-00121-VIEW, AND EXCEPTION TO THE ROAD AND STREET STANDARDS

CEQA STATUS: Consideration and possible adoption of a Mitigated Negative Declaration. According to the proposed Mitigated Negative Declaration, the proposed project would not have any potentially significant environmental impacts after implementation of Mitigation Measures. Mitigation measures are proposed for the following area: Biological Resources. In accordance with Section 15105(b) of the California Environmental Quality Act (CEQA) Guidelines, Napa County submitted the proposed Initial Study/Negative Declaration to the State Clearinghouse for a 30-day review period beginning December 4, 2025, and running through January 3, 2026 (State Clearinghouse No. SCH 2025120300) https://ceqasubmit.opr.ca.gov/. This project is not on any lists of hazardous waste sites enumerated under Government Code Section 65962.5.

REQUEST: The proposal is for a new Use Permit for a small winery established under a Small Winery Use Permit Exemption approved on September 12, 1988, for an existing 20,000 gallon per year winery (Permit No. 158889). This application was submitted to participate in the County's Code Compliance Program as described in Resolution No. 2018-164 adopted by the Napa County Board of Supervisors on December 4, 2018. The request is to allow the following:
The Use Permit would modify and supersede an existing winery first approved under a Small Winery Exemption permit to recognize and establish uses and activities beyond the scope allowed under the previous Small Winery Exemption. The existing winery is currently approved for 20,000 gallons per year with 7,046 sq. ft. winery facility containing a 3,276 sq. ft. type 1 production cave, 1,470 sq. ft. production building, and 2,300 sq. ft covered crush/fermentation pad with solar panels, two (2) full time employees, six (6) parking spaces, process wastewater system, and other improvements typically associated with a winery.
A. Components Necessary to Remedy Existing Violations:
Establish a new Use Permit to recognize and approve:
1) Twenty-one (21) visitors per day for by-appointment Tours and Tastings with a weekly maximum of 97 visitors. The winery was approved for zero (0) visitors per day;
2) Recognize and approve a marketing program in the form of seven (7) events per year with a maximum of 30 guests with catered food and one (1) event per year with a maximum of 250 guests with catered food. The winery was approved for zero (0) marketing events;
3) Recognize and approve five (5) full-time employees. The winery was approved for two (2) full-time employees;
4) Recognize and approve on-premises consumption of wines produced on-site on the outdoor patio, outside of the northeastern cave portal, in accordance with Business and Professions Code Sections 23358, 23390 and 23396.5. No on-premises consumption was approved for the winery;
5) Hours of operation seven days a week: production 8:00 a.m. to 5:00 p.m., visitation 8:00 a.m. to 4:00 p.m. and marketing events 10:00 a.m. to 9:00 p.m. The winery was approved for wine

production between 8:00 A.M. - 5:00 P.M. Monday through Sunday. Recognition and approval of these unpermitted activities and uses triggers the installation of a public water system; excavation of approximately 1,000 cubic yards of spoils associated with the construction of improvements to the project driveway; removal of three (3) oak trees associated with driveway improvements, and the planting of nine (9) replacement oak trees (at a 3:1 ratio) on the project parcel.
6) Approval of an Exception to the Napa County Road and Street Standards (RSS) to construct a modified driveway design that serves the same overall practical effect of the RSS.

B. Expansion Beyond Existing Entitlements:
1) Increase production capacity from 20,000 gallons per year to 30,000 gallons per year;
2) Construction of a new 1,700 square foot structure for uses accessory to a winery, including a tasting room and office, in conformance to the Viewshed Protection Program (Napa County Code Chapter 18.106) and a garbage enclosure;
3) Excavation of approximately 800 cubic yards of spoils associated with the construction of structural pads for the new accessory structure and removal of approximately 1,150 square feet of vineyard;
4) Increase the number of onsite parking spaces from six (6) to twelve (12);
5) Install a new 12,000-gallon fire protection water tank;
6) Increase visitation from 21 visitors per day (recognized above) to 30 visitors per day for by-appointment Tours and Tastings with a weekly maximum of 210 visitors (97 maximum weekly visitors recognized above);
7) Increase employment from five (5) full-time employees (recognized above) to nine (9) full-time employees;
8) Reconfigure the marketing program to allow: four (4) events per year with a maximum of 20 guests, three (3) events per year with a maximum of 60 guests, and two (2) events per year with a maximum of 100 guests. Events to include catered food. Daily tours and tastings shall not occur on days with marketing events;
9) Installation of wastewater improvements, as detailed in the Wastewater Feasibility Report prepared by Madrone Engineering, dated February 12, 2020; and
10) Landscaping, and other improvements typically associated with wineries.

The project is located on an approximately 39.96-acre site within the Agricultural Watershed (AW) zoning district with a General Plan land use designation of Agriculture, Watershed, and Open Space (AWOS) at 4070 Spring Mountain Road, St. Helena, CA 94574; APN: 020-300-047-000.

STAFF RECOMMENDATION: Adopt the Initial Study/ Mitigated Negative Declaration prepared for the project and approve Use Permit No. P19-00125, Viewshed Protection Program No. P20-00121, and Exception to the Road and Street Standards, as conditioned.

STAFF CONTACT: Matt Ringel, Planner III, Matthew.ringel@countyofnapa.org, (707) 299-1351

APPLICANT CONTACT: Hal and Fiona Barnett, 4070 Spring Mountain Road, St. Helena, CA

94574, hbarnett@barnettvineyards.com, (707) 963-3724.

APPLICANT REPRESENTATIVE CONTACT: Rob Anglin, Holman Teague Roche Anglin, LLP, 1455 First Street, Suite 217, Napa, CA 94559, anglin@htralaw.com, (707) 927-4280.
Chair Brunzell opened public comment, receiving none, she closed public comment.
Motion by Commissioner Dameron to 1. Adopt the Initial Study/ Mitigated Negative Declaration based on recommended Findings 1-7 in Attachment A; 2. Approve the Exception to the Road and Street Standards based on recommended Findings 8-9 in Attachment A, and subject to the recommended Conditions of Approval in Attachment B; 3. Approve the Viewshed Protection Program request (P20-00121-VIEW) based on recommended Findings 10-16 in Attachment A, and subject to the recommended Conditions of Approval in Attachment B; 4. Approve the Use Permit request (P19-00125-UP) based on recommended Findings 17-21 in Attachment A, and subject to the recommended Conditions of Approval in Attachment B; seconded by Commissioner Moran Williams.

8. ADMINISTRATIVE ITEMS

A. COMMITTEE APPOINTMENTS FOR THE 2026 CALENDAR YEAR

Request: Annual appointments and/or reappointments of Commission members to Standing Committees.

Staff Contact: Charlene Gallina, Supervising Planner (707) 299-1355 or charlene.gallina@countyofnapa.org

ITEM CONTINUED FROM DECEMBER 17, 2025.
Motion by Commissioner Dameron, to select a new appointment of Commissioner Moran Williams to the Wildlife Conservation Commission; to confirm existing appointment of Chair Brunzell to the Airport Advisory Committee and to confirm existing appointment of Commissioner Richmond to the Watershed Information and Conservation Council (WICC), seconded by Commissioner Brooks.
Vote Carried: 5-0-0
Yes: Dameron, Brooks, Richmond, Moran Williams, Brunzell
No: None
Absent: None

9. DIRECTOR OR DIRECTOR'S DESIGNEE REPORT

DISCUSSION OF ITEMS FOR THE ***JANUARY 21, 2026 REGULAR MEETING***
Michael Parker discussed potential items for the January 21, 2026, meeting.
BOARD OF SUPERVISORS ACTIONS - None
OTHER DEPARTMENT ACTIVITIES - None
CODE COMPLIANCE REPORT - None
ZONING ADMINISTRATOR ACTIONS - None
OTHER PENDING PROJECT'S STATUS
Chair Brunzell presented Commissioner Dameron with 2025 exiting chair certificate.

10. COMMISSIONER COMMENTS / COMMITTEE REPORTS

Commissioner Brooks provided comments.

11. ADJOURNMENT

Meeting adjourned at 10:01am

A. Ramirez Vega

ANGIE RAMIREZ VEGA, Meeting Clerk

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:** 3/10/2026 | **File ID #:** 26-388

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointments to the Emergency Medical Care Committee

RECOMMENDATION

Appoint Dr. David L. Kerns and reappoint Charles Burton, for a sixth term, to represent Public Member on the Emergency Medical Care Committee with terms of office commence immediately and expire on January 31, 2029. (No Fiscal Impact)

BACKGROUND

There are currently two openings on the Emergency Medical Care Committee (EMCC) due to a resignation and term expiration. The County Executive Office advertised the vacancies and received two applications from Dr. David L. Kerns and Charles Burton.

The Emergency Medical Care Committee (EMCC) was established on October 8, 1968 by the Board of Supervisors. The current functions of the EMCC are as follows:

1. Review, at least annually, all of the following:
    a. The operations of ambulance services operating within Napa County;
    b. Emergency medical care offered within Napa County, including the following areas of training: 1) Cardio-Pulmonary Resuscitation (CPR); 2) Public Access Defibrillation (PAD); and 3) First aid practices;
2. Report to the State Emergency Medical Services (EMS) Authority, the local Emergency Medical Services (EMS) Agency and the Board, at least annually, the observations and recommendations of the EMCC resulting from the EMCC's activities listed in (1) above; and
3. Act in an advisory capacity to the Board and the local EMS Agency on all matters related to emergency medical services as directed and requested by the Board from time to time.

There are seventeen members of the EMCC:

- Two Public Members representing the community at large and appointed by the Board of Supervisors; and
- Fifteen Entity Members appointed ex officio. Each entity shall appoint a member to serve as a representative to EMCC. The entities consist of hospitals and emergency responders from the County and the Cities/Town, including fire and law enforcement officials.

The following offices or positions serve as liaisons to the EMCC:

- Napa County Health Officer
- Napa County EMS Administrator
- Napa County Executive Office
- Napa County Board of Supervisors

Requested Action:
Appoint Dr. David L. Kerns and Charles Burton to the Emergency Medical Care Committee.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Emergency Medical Care Committee: Submitted

Category of Membership for Which You Are Applying

Volunteer Public Member

Profile

David (First Name) | L (Middle Initial) | Kerns (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 2

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

[redacted] (Primary Phone)

Retired	Retired Chief Medical Officer, Santa Clara Valley Medical Center	Pediatrician
Employer	Job Title	Occupation

Education/Experience

I have been a licensed Board-Certified Pediatrician for fifty years. My most recent positions were Chairman, Department of Pediatrics, Santa Clara Valley Medical Center 1985-1998; Chief Medical Officer, Santa Clara Valley Medical Center 1998-2002; Founder and Director, Center for Child Protection, Santa Clara Valley Medical Center 1985-2002; Adjunct Clinical Professor of Pediatrics, Stanford University School of Medicine, 1985-2002. For two years during Covid, I served as consulting liaison between Napa County long-term care facilities and Napa County Public Health.

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

Gayle Kerns, retired

Resume

Kerns_CV.doc
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

California Physician' and Surgeon's License (currently Voluntary Service only) - Date of original issue 7/31/1980, Current expiration 2/29/2028

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Michael (Shaun) Vincent [redacted]

Community Participation

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

I was contacted by Napa EMS Director Shaun Vincent, with whom I worked as a volunteer consultant to County Public Health during the. Covid peak. Because of my long medical executive experience in Santa Clara County and my performance for Napa County during Covid, Shaun felt that I could be an effective member of the Napa County Emergency Medical Care Committee. I agree that it is a good fit with my experience and I would like to serve.

Nature of activity and community location

Public member of the Napa County Emergency Medical Care Committee

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

Former member, Napa County Tobacco Board

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

David L. Kerns, MD

Date

1/26/2026

DAVID L. KERNS, M.D.

CURRICULUM VITAE

January, 2026

NAME: **David L. Kerns, M.D.**

CURRENT POSITIONS: **Director Emeritus, Center for Child Protection**
Santa Clara Valley Medical Center

Adjunct Clinical Professor of Pediatrics
Stanford University School of Medicine

Expert Medical Reviewer
Medical Board of California

ADDRESS: **Mail to:** [redacted]
Napa, CA 94558

Office: **Center for Child Protection**
Santa Clara Valley Medical Center
751 South Bascom Avenue
San Jose, CA 95128

Phone: [redacted]

Email: [redacted] **or**
[redacted]

DATE OF BIRTH: [redacted]

PLACE OF BIRTH: [redacted]

EDUCATION AND POSTGRADUATE TRAINING:

University of Illinois, Champaign, Illinois 1961-1964

Northwestern University School of Medicine, Chicago, Illinois 1964-1968
BS Medicine 1965; MD 1968

Rotating Intern, Letterman General Hospital, San Francisco, CA. July 1968 - June 1969

Pediatric Resident, Department of Pediatrics, Fitzsimons General Hospital, Denver, Colorado September 1969-August 1971

Chief Resident, Pediatric, Fitzsimons General Hospital, Denver, Colorado 1971

APPOINTMENTS:

Current:

Director Emeritus, Center for Child Protection, Santa Clara Valley Medical Center, San Jose, CA. October 2007 – present

> **Overall supervisory responsibility for clinical evaluations of suspected child sexual abuse victims referred to the Center for Child Protection**

Adjunct Clinical Professor of Pediatrics, Stanford University School of Medicine, June 1990 – present

Expert Reviewer, Medical Board of California, 2002 - present

Medical-Legal Consultant, American Medical Forensic Specialists, Inc., 2006-present

Previous:

Chief of General Pediatric Service, Dept. of Pediatrics, Fitzsimons General Hospital, Denver, Colorado, July 1972-June 1973

Chief of Endocrinology Section, Dept. of Pediatrics, Fitzsimons General Hospital, Denver, Colorado, September 1971-June 1973

Director, Pediatric Nurse Clinician Course, Fitzsimons General Hospital, Denver, Colorado December 1971-June 1973

Clinical Instructor of Pediatrics, University of Colorado Medical Center, Denver, Colorado December 1971-June 1973

Attending Physician, Pediatric Endocrinology Clinic, University of Colorado Medical Center, Denver, Colorado September 1971-June 1973

Associate Chief of Pediatrics, Mount Sinai Hospital, Hartford, Connecticut July 1973-June 1974

Assistant Clinical Professor of Pediatrics, University of Connecticut School of Medicine November 1973 - 1973

Assistant Clinical Professor of Pediatrics, Yale University School of Medicine February 1975 - 1978

Attending Physician, Pediatric Endocrinology Clinic, Yale-New Haven, Connecticut School of Medicine July 1976 - 1978

Attending Physician, Pediatric Endocrinology Clinic, University of Connecticut School of Medicine July 1976 - 1978

Associate Director, Waterbury Regional Dept. of Pediatrics, Waterbury, Connecticut July 1974 - 1978

Director, Pediatric Ambulatory Care Unit, St. Mary's Hospital, Waterbury, Connecticut July 1974 - 1978

Assistant Professor of Pediatrics, University of Colorado Health Sciences Center August 1978 - 1978

Associate Director, The National Center for the Prevention and Treatment of Child Abuse and Neglect, University of Colorado Health Sciences Center August 1978 - June 1980

Director, Pediatric Primary Care Residency Program, University of Colorado Health Sciences Center August 1978 - June 1980

Pediatrician, Child Protection Team, University Hospital, University of Colorado Health Sciences Center August 1978 - June 1980

Medical Director for Ambulatory Services, Children's Hospital Oakland, Oakland, CA July 1980 - June 1985

Assistant Clinical Professor of Pediatrics, University of California, San Francisco, CA July 1980 - July 1985

Associate Clinical Professor of Pediatrics, Stanford University School of Medicine July 1985 - May 1990

Chairman, Department of Pediatrics, SantaClara Valley Medical Center, San Jose, CA July 1985-May 1998

Chief Medical Officer, Santa Clara Valley Medical Center, San Jose, CA. May 1998-September 2002

Medical Director, Center for Child Protection, Santa Clara Valley Medical Center, July, 1985 - September, 2007

LICENSES:

Colorado	**1972 - present #17356**
Connecticut	**1973 - 1985 #15978**
California	**1980 - present #G42851**

ORGANIZATIONS:

Current:
American Academy of Pediatrics - Fellow - 1974
American Board of Pediatrics - Diplomate - May 1973
Ambulatory Pediatric Association - 1976 - present
International Society for the Prevention of Child Abuse and Neglect, 1978 - present
American Academy of Pediatrics, Northern California Chapter 1980 - present
California Children's Lobby, 1980 - present
Children's Research Institute of California (Bay Area Child Health Network, Co-chair) 1982 - present
The Helfer Society (honorary nartional child abuse specialist organization), 1998 - present
Physicians for a National Health Program, 1992-present

Previous:
Child Guidance Clinic of Waterbury, Inc. Board Member 1974-1978
Sudden Infant Death Foundation, Hartford Chapter, Board of Trustees 1973-1978
Connecticut Child Welfare Association, 1975-1984
Connecticut Diabetes Association, 1975-1982
American Diabetes Association, 1975-1982
Connecticut Endocrine Society, 1974-1978
Action for Children's Television, 1976-1991
East Bay Pediatric Society, 1980 – 1988
Santa Clara County Child Abuse Coordinating Council, 1985 - 1994

SPECIAL ACTIVITIES:

Current:

Member, Child Abuse Committee, American Academy of Pediatrics, Northern California Chapter, 1983 - 2002

Board of Directors, Children's Research Institute of California, 1989 - present

Chairman, Bay Area Child Health Network, Children's Research Institute of California, 1984 - present

Chairman, Child Abuse Subcommittee, Bay Area Child Health Network 1984 - present

Chairman, Child Health Policy Board, California Children's Lobby 1984 - present

Member, Education Committee (National), Ambulatory Pediatric Association, 1986-present

Member, Public Policy Committee (National), Ambulatory Pediatric Association, 1989-present

SPECIAL ACTIVITIES, previous:

Coordinator, Waterbury Regional Child Protection Team 1975- 1978

Project Director, Waterbury Parent Aide Program for the Prevention of Child Abuse and Neglect, 1977-1978 (funding, Waterbury, CETA Administration)

Project Director, Waterbury Collaboration for the Prevention of Child Abuse and Neglect, 1978 (LEAA Funding)

Member, Task Force on Multicultural Aspects of Child Abuse and Neglect, 3rd Annual HEW National Conference on Child Abuse and Neglect (April 1, 1978)

Associate Editor, Child Abuse and Neglect: The International Journal 1978-1981

Co-Project Director, "Hospitalized Infants with Non-0rganic Failure- to-Thrive" DHEW Grant #90-C-1686, October 1978-June 1980

Course Director, 9th Annual Child Abuse and Neglect Symposium, Keystone, Colorado, May 1979

Pediatrician, Region VIII Child Abuse Resource Center, The National Center for the Prevention and Treatment of Child Abuse and Neglect, University of Colorado Health Sciences Center, October 1978 - June 1980

Consultant, Robert Wood Johnson Foundation - Development of Emergency Medical Services for Children, 1980 - 1981

Member, Denver District Attorney's Task Force on Child Abuse, 1979 - 1980

Member, Parents Anonymous National Advisory Board, 1978-1981

Member, Planning Committee, National Child Abuse Conference for Dental Professionals, Denver, Colorado 1980 - 1981

Chairman, Region X, Ambulatory Pediatric Association, 1981-1985

Member, Professional Advisory Board, San Jose Children's Health Council 1985-1989

Member, California Medical Association Subcommittee on the Development of an Atlas of Physical Findings in Sexually Abused Children, 1986-1989

Member, California Medical Association Subcommittee on Regionalization of Child Abuse Services, 1986 - 1994

Member, Editorial Board, Child Abuse and Neglect: The International Journal. 1988 - 1994

Chairman, Child Abuse Committee, American Academy of Pediatrics, Northern California Chapter, 1991 - 1996

Research Sabbatical, Santa Clara Valley Medical Center and Department of Health, Policy and Research, Stanford University School of Medicine 1991 - 1992.

Principal Investigator, Collaboration for Research on the Sexual Abuse of Children (Grant #93-5378, Center for the Future of Children, David and Lucile Packard Foundation) - fundamental collaborative research on medical aspects of child sexual abuse with an emphasis on clinical care, public policy and decision-making in sociolegal systems, 1993-1997

Scholar-in-Residence, Bellagio Study and Conference Center, The Rockefeller Foundation, Bellagio, Italy, October-November, 1997.

Volunteer Consultant, Napa County Public Health, 2000-2003

SELECTED PRESENTATIONS:

Third Ogden C. Burton Award:	**Awarded at the 7th Annual Uniformed Services Pediatric Seminar, San Antonio, Texas, March 1971 "Ampicillin Rash: Etiologic Considerations"**
Hugh Mahon Lectureship 1972, Award:	**Fitzsimons General Hosp. Denver, Colorado. "Ampicillin**

	Rash in Children"
Workshop Leader:	**"How to Start Local Child Abuse Programs with Love, Enthusiasm and Very Little Money" Second Annual HEW National Conference on Child Abuse and Neglect, Houston, TX April 1977**
Workshop Leader:	**"The Community Hospital Pediatric Department and Child Protection Program Development" Ambulatory Pediatric Association Regional Meeting, New Haven, Connecticut September 1977**
Workshop Leader:	**"Multicultural Aspects of Child Abuse and Neglect" 3rd Annual HEW National Conferences on Child Abuse and Neglect, New York City, April 1978**
Visiting Professor:	**Brown University, Department of Family Medicine, July 1978**
Workshop Leader:	**"Community Child Protection Program Development in the Pediatric Ambulatory Setting" Ambulatory Pediatric Association Meeting, Atlanta, Georgia April 1979**
"Child Abuse and Neglect in the Inner City"	**Ninth Annual Child Abuse and Neglect Symposium, Keystone, Colorado May 1979**
Workshop Leader:	**"Multidisciplinary Teams" - The National Center on Child Abuse and Neglect Training Programs. Manchester, New Hampshire, December, 1975**
"The Neglect of Child Neglect"	**Ninth Annual Child Abuse and Neglect Symposium, Keystone, Colorado, May 1978**
Workshop Leader:	**"Child Abuse and Neglect" Boys'**

	Clubs of America, National Conference, St. Louis, Missouri May 1979
Visiting Professor:	**University of Oklahoma, Department of Pediatrics, September 1979**
"Neglect Panel" and "Failure-to-Thrive Workshop	**Fourth National Conference on Child Abuse and Neglect, Los Angeles, CA October 1979**
Keynote Speaker:	**Child Abuse and Neglect Conference Brigham Young University, Salt Lake City, April 1980**
"The Impact of Physical	**Child Abuse and Neglect Conference**
"The Impact Abuse of Physical Abuse on Children"	**New York State Association Family Court Judges, Albany, New York, April 1980**
Workshop Leader:	**"Comprehensive Assessment and Management of Child Sexual Abuse" Ambulatory Pediatric Association, San Antonio, TX April 1980**
American Academy of Pediatrics	**"Sexual Abuse-Medical Assessment," "Child Abuse and Neglect: Beyond Diagnosis, and "The Impact of Child Abuse and Neglect" Williamsburg, Virginia Dec. 1980**
Workshop Leader:	**"The Neglected Child and His Family" Ambulatory Pediatric Association, San Francisco, CA May 1981**
Visiting Faculty:	**National Council of Juvenile and family Court Judges, "Medical Aspects of Child Abuse and Neglect, Reno, NV June 1981**
"Epidemiology of Child Abuse"	**The First National Child Abuse Conference for Dental Professionals**

	Denver, CO. June 1981
Workshop Leader:	**National Association of Counsel for Children/American Bar Ass. "Multidisciplinary Teams" San Francisco, CA. June 1981**
Faculty, American Academy of Pediatrics Course	**"Sexual Abuse-Medical Assessement": "Child Abuse and Neglect: Beyond Review Diagnosis": and "Impact of Child Abuse and Neglect," Las Vegas, NV October 1981**
Visiting Professor:	**Mount Sinai Hospital and Medical Center, Chicago, IL. October 1981**
"Diabetic Keto-Acidosis" and "Fever in the Emergency Department"	**Course Faculty, Children's Hospital Oakland, Winter Symposium, South Lake Tahoe, March 1982**
Workshop Leader:	**"Child Sexual Abuse" Ambulatory Pediatric Assn. National Conference Washington, D.C. May 1982**
Principal Organizer and Leader:	**1st Annual Ambulatory Pediatric Workshop Day, Carmel, CA February 1983**
"Medical Assessment of Sexual Abuse"	**NIMH - National Children's Hospital Sexual Abuse Conference, Emeryville, CA. March 1983**
Visiting Professor:	**Brown University, Dept. of Family Medicine, Providence, Rhode Island, July 1983**
"The Assessment of Child Abuse in the Department"	**California Medical Association Symposium on Child Abuse, Palm Emergency Springs, CA November 1983**
Principal Organizer	**2nd Annual Ambulatory Pediatric Association Day, Monterey, CA February 1984**
"The Medical-Social Interface"	**5th International Congress on Work Work Child Abuse and Neglect, Montreal, Quebec September 1984**

Principal Organizer	**Third Annual Ambulatory Pediatric Association Day, Monterey, CA February 1985**
Workshop Participant	**AMA National Invitational Conference on Child Sexual Abuse, Tucson, AZ February 1985**
Consultant, Medical Aspects of Child Abuse and Neglect	**Department of Social Services, Anchorage, Alaska September, 1985**
"The Agenda for the Future" and "Diagnosing Physical Abuse"	**Spokane Child Abuse and Neglect Prevention Center, Spokane, WA October 1985**
Consultant, Medical Aspects of Child Abuse and Neglect	**Department of Social Services Cheyenne, Wyoming, October 1985**
Workshop Leader: "Model Programs"	**First National AMA Conference on Child Abuse and Neglect, Chicago, IL. March 1986**
"Recognition of Abuse in Child Care" and "Prevention of Abuse in Child Care"	**Annual Meeting, American Academy of Pediatrics (Northern California Chapter) and Children's Hospital Oakland, Monterey, CA April 1986**
"Physical Abuse of Children" and "Treatment Issues in Child Physical and Sexual Abuse"	**Annual State Child Abuse Conference Everett, WA. April 1986**
"Child Sexual Abuse"	**California Association of Juvenile Court Judges, Sacramento, CA. April 1987**
Workshop Participant	**"Child Abuse in the 21st Century" International Invitational Symposium, University of Colorado**

	Denver, CO October 1987
"Regionalization of Child Abuse Services in California"	**California Professional Society on the Abuse of Children, Costa Mesa, CA. December 1987**
"Regionalization of Medical Responses to Child Abuse"	**California Medical Association Scientific Board, San Francisco, CA January 1989**
Consultant, Medical Aspects of Child Abuse and Neglect	**Department of Social Services Portland, Oregon September 1989**
Platform Presentation: "Interobserver Evaluation of Alleged Child Sexual Abuse Victims with Focal Concave Hymenal Variations"	**Ambulatory Pediatric Association, Anaheim, CA March 1990**
"Demographic, Historical, Behavioral, and Laboratory Correlates to Anogenital Physical Findings in 1,150 Suspected Child Sexual Abuse Victims"	**8th Annual International Congress on Child Abuse and Neglect, Hamburg Germany September 1990**
"SIDS is Not Child Abuse"	**9th Conference on Apnea of Infancy Rancho Mirage, CA January 1991**
Workshop: "Data Analysis of the Medical Evaluation of 1,150 Suspected Child Sexual Abuse Victims"	**Health Sciences Response to Child Maltreatment. San Diego, CA. Jan 1991**
Platform Presentation: Historical Correlates to Anogenital Trauma in 1,150 Suspected Child Sexual Victims"	**Ambulatory Pediatric Association New Orleans, LA May 1991**
Moderator: "Skills Training for Physicians	**Ninth National Conference on Child Abuse and Neglect, US Dept. of**

From Protocols to Testifying"	**Health and Human Services Denver, CO. Sept. 1991**
Research Seminar: "Data Analysis on the Medical Evaluation of 1,800 Suspected Child Sexual Abuse Victims"	**Ninth National Conference on Child Abuse and Neglect, US. Dept. of Health and Human Services Denver, CO September 1991**
Workshop: "The Medical Evaluation of Sexually Abused Child"	**American Academy of Child and Adolescent Psychiatry San Francisco, CA. October 1991**
Platform Presentation: "Age-Specific Prevalence Trends for Selected Hymenal Findings in Suspected Child Sexual Abuse Victims"	**Society for Pediatric Research/ Ambulatory Pediatric Assn. Baltimore, MD May 1992**
Research Workshop: "Update on the San Jose Study: Data Analysis on the Medical Evaluation of 2,000 Suspected Child Sexual Abuse Victims"	**1992 National Symposium on Child Victimization, Children's National Medical Center, Washington, DC. May 1992**
Plenary Presentation: "Medical Findings in Child Sexual Abuse Cases with Perpetrator Confessions"	**Ambulatory Pediatric Association Baltimore, MD. May 1992**
Research Workshop: "Research on Physical Findings in Child Sexual Abuse Cases"	**The San Diego Conference on Responding to Child Maltreatment San Diego, CA January 1993**
Participant: Invitational Summer Research Institute	**National Data Archive on Child Abuse and Neglect, Cornell University, Ithaca New York , July 1993**
Co-Director	**An Invitational Conference: Establishing A Medical Research Agenda for Child Sexual Abuse, Solitude, Utah, May 1997**

Workshop: "The Evolution Of Healing of Ano-Genital Injuries	**San Diego Conference on Responding to Maltreatment, San Diego, CA, January 1999**
Workshop: "Refining and Implementing the CRESAC Database	**San Diego Conference on Responding to Maltreatment, San Diego, CA, January 1999**
Training Seminar: "The Healing of Acute Anogenital Trauma: Insghts Derived From Interposed Computer Animation (Morphing)	**American Professional Society on the Abuse of Children, 7th Annual Colloquium, San Antonio, Texas, June, 1999**
Recipient, Third Annual UC-Davis Child Protection Award	**UC Davis Department of Pediatrics, September 14, 2004**

PUBLICATIONS

Kerns, D.L., Shira, J.E., Summers, R. J., et. al. "Ampicillin Rash in Children: Relationship to Penicillin Allergy and Infectious Mononucleosis", *AJDC*, 125:187-190, 1973.

Kerns, D.L.: "Child Abuse and Neglect: the Pediatric Perspective", In *Legal Representation of the Maltreated Child*, National Association of Counsel for Children, Denver, 1979, pp. 258-299.

Keeney, R., Kerns, D., Lappin, M., et. al.: "How to Start Local Child Abuse Program with Love, Enthusiasm, and Very Little Money", *Proceedings of the Second National Conference on Child Abuse and Neglect, DHEW* 78-30148, pp. 33-38.

Kerns, D.L.: "Child Abuse and Neglect: The Physician's role in Diagnosis and Reporting", *Connecticut Medicine*. 43:89, 1979.

Kerns, D.L., Cavanaugh, J., and Berliner, B.C.: "Child Abuse and Neglect: Program Development at the Waterbury Regional Department of Pediatrics", *Connecticut Medicine*, 43:155, 1979.

Kerns, D.L., Cavanaugh, J., and Berliner, B.C.: "Child Abuse and Neglect: The Hospital's Expanding Role in Prevention, Identification and Management", *Connecticut Medicine*, 43:293, 1979.

Kerns, D.L.: Child Abuse and Neglect: The Pediatrician's Role", *Journal of Continuing Education in Pediatrics*, 21:11, 1979.

Schmitt, B.D., Kerns, D.L. and Kempe, C.H.: "Child Abuse and Neglect", in Gellis, S.S., and Kagan, D.M. (eds.) *Current Pediatric Therapy-9*, W.B. Saunders, Philadelphia, 1980, pp. 758-760.

Kerns, D.L.: "The Medical Assessment of Child Sexual Abuse", in Breezley-Mrazek, P. and Kempe, C.H. (eds.), *Sexually Abused Children and Their Families*, Pergamon Press, London, 1981, pp. 129-141.

Weinberg, D., Lande, A., Hilton, N., and Kerns, D.L.: "Intoxication from Accidental Marijuana Ingestion", *Pediatrics*, 71:848, 1983.

Sobel, R.S. and Kerns, D.L.: "A Case of Child Abuse" in Sanger, R.G and Bross, D.C. (eds.), Clinical Management of Child Abuse and Neglect, Quintessence Peblishing, Chicago, 1984, pp. 159-164.

Kerns, D.L.: "Child Abuse", in Mayer, T.A. (ed.), *Emergency Management of Pediatric Trauma*, W.B. Saunders, Philadelphia, 1985, pp. 421-434.

Eldridge, E., Chadwick, D.L., and Kerns, D.L.: "Model Program - California", *Proceedings of the First National AMA Conference on Child Abuse and Neglect*, AMA, Chicago, 1985, pp. 209-221.

Kerns, D.L., "The Pediatric Perspective", in Bross, D.C. and Michaels, L.F.: *Foundations of Child Advocacy*, BMG, Longmont, 1987, pp. 23-60.

Kerns, D.L.: "Cool Science for a Hot Topic", *Child Abuse and Neglect: The International Journal* 13:177-178, 1989.

Chadwick, D.L., Berkowitz, C.D., Kerns, D.L., et. al.: *Color Atlas of Child Sexual Abuse*, Yearbook Medical, Chicago, 1989.

Kerns, D.L. and Ritter, M.L.: "Interobserver Evaluation of Alleged Child Sexual Abuse Victims with Focal Concave Hymenal Variations" (abstract), *AJDC*, 144:430, 1990.

Kerns, D.L.: Member, Pediatric Review Board for Schmitt, B.D.: *Your Child's Health, Revised Edition*, Bantam Books, 1991.

Kerns, D.L. and Ritter, M.L.: "Historical Correlates to Anogenital trauma in 1,150 Suspected Child Sexual Abuse Victims" (abstract), *AJDC*, 145:409, 1991.

Kerns, D.L., Ritter, M.L. and Thomas, R.G.: "Concave Hymenal Variations in Suspected Child Sexual Abuse Victims", *Pediatrics*, 90:265, 1992.

Kerns, D.L.: "Child Sexual Abuse", in Nelson *Self-Assessment in Pediatrics*, W. B. Saunders, Philadelphia, 1992.

Kerns, D.L. and Ritter, M.L.: "Body Weight and Hymenal Opening Size in Prepubertal Suspected Sexual Abuse Victims" (abstract), *AJDC*, 146:473, 1992.

Kerns, D.L., Ritter M.L., and Leong, T.: "Age-specific prevalence Trends For Selected Hymenal Findings in Suspected Child Sexual Abuse Victims" (abstract), *AJDC*, 146:461, 1992.

Kerns, D.L. and Ritter, M.L.: "Medical Findings in Child Sexual Abuse Cases with Perpetrator Confessions" (abstract), *AJDC*, 146:494, 1992.

Kerns, D.L., Ritter, M.L., Leong,T., et.al.: "Clinical Correlates to Physical Evidence of Anogenital Trauma in Female Suspected Child Sexual Abuse Victims" (abstract), *AJDC*, 147:422, 1993.

Kerns, D.L., Terman, D. and Larson, C.S.: "The Role of Physicians in Reporting and Investigating Child Sexual Abuse", *The Future of Children* (Packard Foundation), 4:119, 1994.

Kerns, D.L.: "Medical Commentary on the National Institute of Child Health and Development Consensus Statement on the Investigation of Child Sexual Abuse", *Journal of Child Sexual Abuse*, 3:107-110, 1994.

Kerns, D.L.: Guest Editor, dedicated issue: "Establishing a Medical Research Agenda for Child Sexual Abuse, *Child Abuse and Neglect*, 22:453-660, 1998.

Kerns, D.L.: Establishing a medical research agenda for child sexual abuse: historical perspective and executive summary, *Child Abuse and Neglect*, 22:453-465, 1998.

Kerns, D.L.: Triage and referrals for child sexual abuse medical examinations: which children are likely to have positive medical findings? *Child Abuse and Neglect*, 22:515-518, 1998.

Kerns, D.L.: Associate Editor, of Jones, J.G., ed., *A Guide to References and Resources in Child Abuse and Neglect, 2nd ed.*, Elk Grove Village, IL: American Academy of Pediatrics; 1998 .

Kerns, D.L.: Sexual Abuse of Children. In Jones, J.G., ed., *A Guide to References and Resources in Child Abuse and Neglect, 2nd ed.*, Elk Grove Village, IL: American Academy of Pediatrics; 1998 .

Kerns, D.L.: Sexually Transmitted Diseases and Child Sexual Abuse. In Jones, J.G., ed., *A Guide to References and Resources in Child Abuse and Neglect, 2nd ed.*, Elk Grove Village, IL: American Academy of Pediatrics; 1998 .

Electronic:

Kerns, D.L.: "CRESAC (Collaboration for Research in Child Sexual Abuse) Data Base for Research in Child Sexual Abuse, Version 2.0", written in DataEase, installed in Portland, OR, Salt Lake City, UT, San Jose, CA, Sacramento, CA, Los Angeles, CA and San Diego, CA, 1996

McCann, J.J. & Kerns, D.L.: "The Anatomy of Child and Adolescent Sexual Abuse: A CD-ROM Atlas Reference", Intercorp, Inc, St. Louis, 1999.

Narrative Writing:

"Standard of Care: A Novel" by David Kerns. Sentient Publications, March 2007.

"Fortnight on Maxwell Street:," Bay Tree Publishing, 2018

REVIEWER: PEER-REVIEWED PUBLICATIONS:

Pediatrics
Journal of Pediatrics
American Journal of Diseases of Children
Child Abuse and Neglect: The International Journal
(Member, Editorial Board, 1988-1994)
Child Maltreatment **(Member, Editorial Board, 1995-1997)**

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code
California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Emergency Medical Care Committee: Submitted

Category of Membership for Which You Are Applying

Public Representative

Profile

Charles (First Name) | (Middle Initial) | Burton (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Angwin (City) | CA (State) | 94508 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

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

[redacted] (Primary Phone)

SGBE management	Managing Director	RN / Private Caregiver
Employer	Job Title	Occupation

Education/Experience

EDUCATION -- B.Sc. - Biology [6/90] Pacific Union College -- A.S. - Nursing [8/97] Pacific Union College -- UC California Naturalist Certification (2017) -- Service deployment: Operation Enduring Freedom (2003) -- Landstuhl Army Medical Center, Germany -- Service deployment: Humanitarian Relief operation (2006) -- El Salvador RELATED EXPERIENCE -- NC Wildlife Conservation Commission [2020 - Present] Public representative; Chairman (2024 - present) WORK EXPERIENCE -- RN [1998 - 2024] Santa Rosa Memorial Hospital -- Critical Care Unit -- RN [2002- present] US Air Force Reserve -- Travis AFB -- RN [1998 - 2006] St. Helena Hospital -- Critical Care Unit

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

N/A

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Registered Nurse -- State of California [expires: Dec 2027]

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

- [redacted]erie Lasseter -- [redacted] - Brian Wells [redacted] - Tamara Klatt [redacted]

Community Participation

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

I currently sit on the NC WCC and am the current Chairman. As such, I am very familiar with the mission and workings of the WCC, and activity participate in its function. Besides my vocation as an RN, I have a degree in Biology from Pacific Union College and have a real understanding of biological organisms and ecosystems and am deeply passionate about conservation. Currently the WCC is embarking on an ambitious process to re-vamp our current annual grant proposal determination process, and I am eager to see that process through to completion. I have been a faithful and contributing member of the WCC for the past 6 years and respectfully request continuing on for a 3rd term in this role. -- Current and long-serving member of NC EMCC; very familiar with workings and process of committee -- RN with over 25 yrs experience working in critical care units of local trauma center, w/ both civilian and military experience -- Former EMT at St Helena Ambulance, with over 6 years field experience. -- Former Medical (EKG) technician at St. Helena and QV Hospitals, 6 yrs experience -- Enjoy serving and contributing to the ongoing operations and improvement of emergency medical care in the county.

Nature of activity and community location

In addition to the above, I also volunteer for the Sonoma County Wildlife Rescue (since 2021) and the Mendocino County Animal Shelter (since 2024)

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

-- NC Emergency Medical Care Committee (since 1998) -- NC Tobacco Advisory Board (2000-2003) -- Coastal Valleys EMS for Children Steering Committee (2000-2003; inclusive of Napa, Sonoma, and Mendocino counties)

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

N/A

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Charles R. Burton

Date

2/24/2026

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:** 3/10/2026 | **File ID #:** 26-278

TO: Board of Supervisors

FROM: AJ Alarcón, Interim Director of Corrections

REPORT BY: Daniel Sanchez, Staff Services Manager

SUBJECT: Agreement with Brightview Landscape Services, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 260236B with Brightview Landscape, Inc., to provide landscape maintenance and on-call services at the Napa County Detention and Rehabilitation Center. (Fiscal Impact: $53,300 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Brightview Landscaping Services, Inc. has been a vendor for Napa County for multiple years. This agreement adds the Napa County Detention and Rehabilitation Center as an additional service location and adds contract language to conform to State of California lease revenue bond requirements. This agreement provides landscape maintenance services including moving and edging, fertilization, disease control, insect control and weed control. The agreement expires on June 30, 2027.

The State of California pledged $22.8 million in funding for the construction of the replacement jail through SB844 ($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 Lease Revenue Bond sale to support these two legislative commitments for Napa County and other projects through the state. The Series C issuance partly funded the construction of the new Napa County Detention and Rehabilitation Center.

As part of the Due Diligence process proceeding with the sale of the bonds, the State's bond counsel reviewed contracts that the Corrections Department currently had in effect and reviewed services that the department intended to contract for in the future. Some vendors were deemed to have a third-party interest in the facility. In instances where a third-party interest may exist, the State provided staff with boilerplate language to incorporate in its contracts.

The new contract language allows 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.

Brightview Landscape, Inc. was selected using a competitive process.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement will provide landscape maintenance for the Napa County Detention and Rehabilitation Center.
Is the general fund affected?	Yes
Future fiscal impact:	The total cost of the agreement is $53,300. The agreement may increase by the Consumer Price Index or 3%, whichever is less. This agreement will be part of future department budget requests.
Consequences if not approved:	Landscaping services will not be completed without this agreement.
Strategic Initiative	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260236B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this ____day of _____, 202__, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Brightview Landscape Services, Inc., "a Pennsylvania corporation," whose address is 4100 Paoli Loop Road, American Canyon, CA 94503, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide landscape maintenance and on-call services at the replacement jail, 2210 Napa Vallejo, Napa, CA 94558 to provide landscape maintenance and on-call services at the Napa County Jail.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFP number PM112101.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity. Consultant shall not provide representations, warranties, or assurances as to the safety of chemical substances used while performing the services, provided that Consultant applies such substances properly and in accordance with applicable laws and regulations and provided that Consultant is

not negligent in applying chemical substances and follows all applicable laws and regulations in using and applying chemical substances.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2027, unless terminated earlier in accordance with this Article.

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

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. Consultant may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 90 days prior written notice of such termination to County. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

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

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

ARTICLE III – COMPENSATION

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

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

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such

expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of FORTY-FIVE THOUSAND, EIGHT HUNDRED ($45,800) for routine professional services for the contract term and SEVEN THOUSAND FIVE HUNDRED ($7,500) for non-routine/special on-call landscape maintenance services for the contract term; 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 Analyst who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

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

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

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

3.4 Price Adjustments. After the first contract year, County may increase the unit prices or hourly rates in Exhibit "B" upon approval of Consultant's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area

for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Consultant's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Consultant, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Consultant must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Consultant's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. Consultant shall indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all third-party liability, claims, actions, proceedings, losses, injuries, damages or expenses including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of

Article IV related to insurance.

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of

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

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

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

7.5 State Bond Requirements: Notwithstanding any other terms 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 thirty (30) days' written notice, without penalty or cause.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Staff Services Analyst 2210 Napa-Vallejo Hwy Napa, CA 94558	Brightview Landscape Services P.O. Box 31001-2463 Pasadena, CA 91110-2463

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. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced delays by regulating agencies, and that Consultant shall not be liable for any failure to perform as a direct or indirect result of Consultant's compliance with or good faith efforts to comply with state or local water regulations or mandates.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1)

were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

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

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

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

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court

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

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

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

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

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

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

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

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

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By _____
FAIRLIGHT BEARD, Vice President/General Manager

By _____
SUSAN DESANTIS, Assistant Secretary

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Corey S. Utsurogi* Deputy County Counsel Date: 12/9/25	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

CONSENTED TO:

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

Board of State and Community Corrections

By: _____
KOREEN H. VAN RAVENHORST
Deputy Director

_____
AARON R. MAGUIRE
Executive Officer

EXHIBIT A
SCOPE OF SERVICES

BrightView

Statement of Work

I. SCOPE OF WORK:
Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. LAWN CARE:

A. Mowing and Edging:
Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety considering the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:
Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease Control:
Disease control is maintained through proper fertilization, mowing and water management. If disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect Control:
Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments exclude subsurface insects such as grubs, billbugs, and craneflies. They also exclude the prevention of fire ant infestations. These treatments can be provided at an additional cost.

E. Weed Control:
Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective product. These treatments require the re-sodding which will be quoted at additional charge.

BrightView

Statement of Work

III. GROUND COVER AREAS / SHRUB AREAS:

A. Edging:
Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:
Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:
Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.
Pre-emerge: This type of control should be used only if a known weed problem warrants its use.
Post-emerge: Control broadleaf weeds with selective herbicides.
The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:
Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:
Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide:
Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of imported pests:
Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. TREE CARE:

A. Pruning:
Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:
Stakes are to be inspected and adjusted or removed, as necessary. When trees attain a trunk caliper of 4 or substantial root development stability, removal will be discussed with client.

BrightView

Statement of Work

V. MULCHED AREAS / GRANITE AREAS:
Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VI. IRRIGATION SYSTEM:
Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions. Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period. Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization. Whenever possible, owner s representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day. If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VII. DEBRIS CLEANUP:
All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

VIII. BIO-HAZARDS:
Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio- hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

IX. BIOSWALES & BIORENTENTION AREAS:
Your 5 bioswale/bioretention areas are included in this Scope of Work, including debris removal, weeding, pruning, mowing, routine inspection, monitoring drainage, and debris management.

X. REPORTING:
Your Account Manager will provide a weekly log report, detailing all pre and post emergent, pesticides or herbicides, and fertilizer used during a service day, in either total diluted amount and/or concentrated product amount.

XI. OTHER:
None.

BrightView

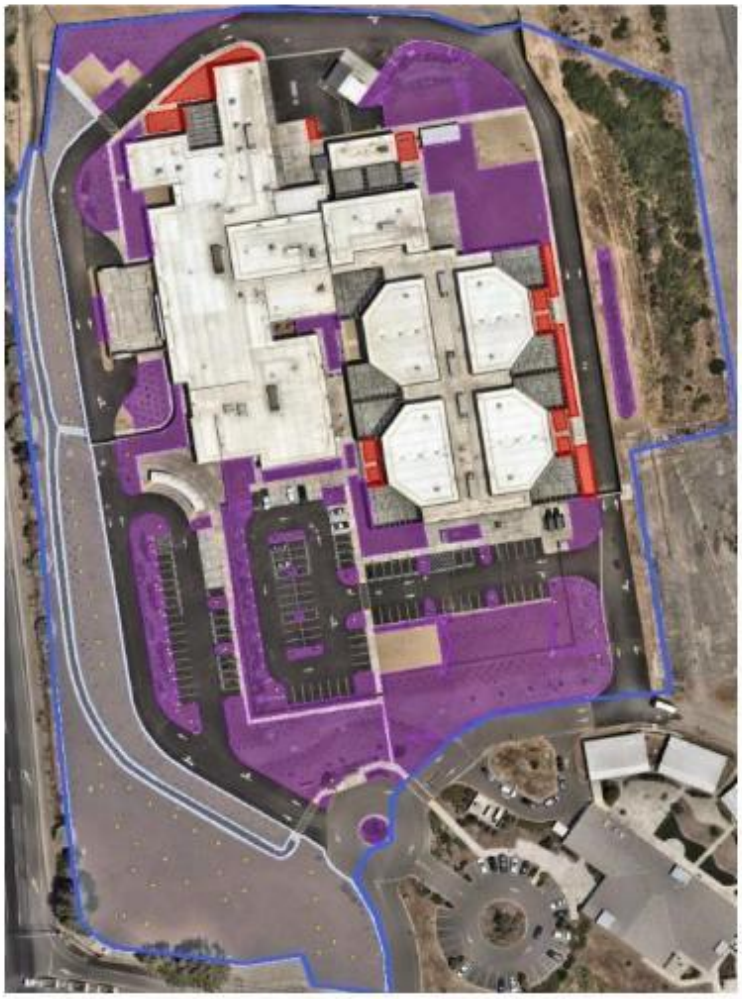
Site Map



brightview.com

BrightView

Highlighted Site Map



Mulch Bed	87,227 sq ft	8,674 ft
Gravel Bed	5,752 sq ft	1,332 ft
Chemical Application Buffer	87,858 sq ft	5,702 ft
Tree		63 EA

brightview.com

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

January 13, 2026 – June 30, 2026

Routine Maintenance	Per Service Cost	Annual Cost
Monthly Maintenance	1,503	9,018
Bi-weekly Maintenance	458	5,954
Totals	**$1,961**	**$14,972**

Non-Routine Maintenance		$ 2,500

July 1, 2026 – June 30, 2027

Routine Maintenance	Per Service Cost	Annual Cost
Monthly Maintenance	1,503	18,036
Bi-weekly Maintenance	458	11,908
Totals	**$1,961**	**$29,934**

Non-Routine Maintenance		$5,000

Notes:

- Per BrightView's policies that comply with legal requirements, the pricing above reflects the prevailing wage.
- Non-routine/Special Services/Enhancements are based on the rates below.

Position Title	Hourly Rate
Irrigation Technician -standard repairs and diagnostics (sprinkler, valves, drip)	$65/hour
Irrigation Technician – controller installation, two wire investigation, advanced diagnostics	$85/hour
Enhancement Crew	$55/hour

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless

the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

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:** 3/10/2026 | **File ID #:** 26-369

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Silva Darbinian, Deputy County Counsel

SUBJECT: Approve and Authorize Fourth Amendment to Agreement No. 170438B with Goldfarb & Lipman LLP.

RECOMMENDATION

Approve and authorize Amendment No. 4 to Agreement No. 170438B with Goldfarb & Lipman LLP to adjust the rates in their continued representation of the County in several matters. (No Fiscal Impact)

[4/5 vote required]

BACKGROUND

The County previously entered into Agreement No. 170438B with Goldfarb & Lipman LLP to provide certain specialized legal services that include drafting of loan documents for affordable housing projects and specialized work on housing related issues. The Agreement was most recently amended on August 11, 2020. County Counsel requests approval of the Fourth Amendment to the Agreement, updating the rates connected to the scope of work agreement with Goldfarb & Lipman in their continued representation of the County in connection with various matters requiring specialized legal expertise. Under the proposed Amendment, the updated rates would be effective as of July 1, 2025.

Requested Action: Approve and authorize Amendment No. 4 to Agreement No. 170438B with Goldfarb & Lipman LLP.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

FOURTH AMENDMENT
NAPA COUNTY AGREEMENT NO. 170438B
PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170438B (formerly Agreement no. 7140) is entered as of the ___ day of _____, 2026, by and between the NAPA COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY," and GOLDFARB & LIPMAN, LLP, a limited liability partnership, whose business address is 1300 Clay Street, Ninth Floor, Oakland, California 94612, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR to provide certain specialized legal services concerning housing and related issues; and

WHEREAS, the parties now wish to modify the scope of the Agreement to update CONTRACTOR rates.

TERMS

NOW, THEREFORE, the parties hereby amend Napa County Agreement No. 170438B as follows:

1. Paragraph 3 of the Agreement is hereby amended to read in full as follow:

> 3. Compensation.
>
> (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-4" attached to the Fourth Amendment to Agreement No. 170438B and incorporated herein by reference.
>
> (b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "B-4," attached hereto.
>
> (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall be a total of One Hundred Fifty Thousand Dollars ($150,000) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

3. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.

4. This Amendment shall be effective as of July 1, 2025, to ensure the updated rates are in effect.

IN WITNESS WHEREOF, this Fourth Amendment of Napa County Agreement No. 170438B was executed by the parties hereto as of the date first above written.

GOLDFARB & LIPMAN LLP, a California limited liability partnership

By: _____
BARBARA E. KAUTZ, Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Silva Darbinian Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: 2/23/26	_____ Deputy Clerk of the Board	

EXHIBIT B-4

COMPENSATION AND EXPENSE REIMBURSEMENT
HOURLY RATES

Partner	$350-365
Of Counsel	$345-365
Associate	$245-345
Senior Law Clerk	$230
Law Clerk	$200
Project Coordinator/Litigation Paralegal	$200

Rates for Expenses

In addition to legal fees, CONTRACTOR will charge for reimbursement (at cost, with no markup) of expenses incurred on behalf of COUNTY such as filing fees, document search fees, on-line legal research, mileage, consultant costs, or express delivery charges when such delivery is requested by COUNTY.

CONTRACTOR will not charge for long distance telephone, facsimile or email transmissions, or routine photocopies. Extensive photocopies for COUNTY convenience or replacement of COUNTY files will be charged at ten cents per page.

Mileage will be reimbursed at the current applicable IRS rate. Other expenses are reimbursable upon COUNTY's prior written approval and upon presentation of supporting documentation if requested by COUNTY.

CONTRACTOR may increase the above rates by up to three percent (3%) per year provided that CONTRACTOR notifies COUNTY at least thirty (30) days in advance of the increase. Notwithstanding the foregoing, the maximum amount under this Agreement shall remain at One Hundred Fifty Thousand Dollars ($150,000.00)

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:** 3/10/2026 | **File ID #:** 26-383

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Brandon Aguilera, Paralegal

SUBJECT: Amendment No. 1 to Agreement 260251B with Thomson Reuters adding Analytical Plus National Secondary Sources to subscription.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 260251B with Thomson Reuters to add Analytical Plus National Secondary Sources to software subscription for an increase in the maximum amount of $1,508 for the fiscal year of 2025-2026, and $4,524 for the fiscal year of 2026-2027. (Fiscal Impact: $1,508 Expense, General Fund; Budgeted; Discretionary)

BACKGROUND

On December 16, 2025, the Board of Supervisors approved Agreement No. 260251B with Thomson Reuters to provide legal research software to access published court opinions and other research sources. County Counsel seeks to supplement the resources by adding Analytical Plus National Secondary Sources to the current software subscription to give County Counsel better access to federal law research materials. The cost of these additional resources is approximately $377 per month.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 260251B with Thomson Reuters to supplement the current Westlaw legal research software by adding Analytical Plus National Secondary Sources to software subscription for a new maximum amount of $13,820 for the fiscal year of 2025-2026, and $41,873 for the fiscal year of 2026-2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	County Counsel
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	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.

Thomson Reuters™

Order Form Order ID: Q-11395676

Contact your representative hailey.foeller@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000802999
NAPA COUNTY COUNSEL
1195 3RD ST STE 301
NAPA CA 94559-3035 US

"Customer"

Shipping Address
Account #: 1000802999
NAPA COUNTY COUNSEL
1195 3RD ST STE 301
NAPA CA 94559-3035 US

Billing Address
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".

ProFlex Modification

Material #	Product	Agreement #	New Monthly Charges
40757482	West Proflex	0000368698	$3,454.88

This Order Form modifies the current order form for the products listed above("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

ProFlex Modification Governing Agreement. Access and use of the products and services on this ProFlex Modification Order Form is governed by the same agreement terms and conditions as the order form this Order Form is modifying ("General Terms and Conditions") along with any applicable Product Specific Terms (set forth below). Such terms 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.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the 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 as applicable.

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 Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Contract Express, CLEAR Investigate, 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: https://www.tr.com/legal-services-ai-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.

Acknowledgement: Order ID: Q-11395676

	Chair of the Board of Supervisors
Signature of Authorized Representative for order	**Title**
Amber Manfree	
Printed Name	**Date**

This Order Form will expire and will not be accepted after 6/30/2026.

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: 03/02/2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Thomson Reuters™

Attachment Order ID: Q-11395676

Contact your representative hailey.foeller@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	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757481	West Proflex	0000368698		1	Each	Exist
43482984	CoCounsel Legal, National Primary, Enterprise Access, Government	0000368698	18	18	Attorneys	Exist
41984066	Westlaw Briefs For Government, Enterprise access	0000368698	18	18	Attorneys	Exist
42077754	Westlaw All Analytical, Enterprise access, Government			18	Attorneys	New
42077867	Westlaw Multi-State Analytical, Enterprise access, Government	0000368698		1	Attorneys	Lapsed

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42077867	Westlaw Multi-State Analytical, Enterprise access, Government

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:** 3/10/2026 | **File ID #:** 26-325

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Yazmin Dominguez - BOS Staff Aide

SUBJECT: Community Grants Funding Request for Various Nonprofit Organizations

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 1 community grant funds to Rock the Ride's Benefit Ride & Walk for Gun Violence Prevention, Napa Pride 2026, and Viva Mariachi to provide support and community benefit. (Fiscal Impact: $5,000 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit.

The first is Rock the Ride USA, a Benefit Ride & Walk for Gun Violence Prevention, where all proceeds will go to three beneficiaries: Giffords Law Center, Moms Demand Action, and Alaina's Voice Foundation. The amount of $1,000 of Board of Supervisors' District 1 community grant will be donated to all three beneficiaries focused on gun violence prevention.

The second is Napa Pride 2026, a month that celebrates and supports the LGBTQ community. The amount of $2,500 of Board of Supervisors' District 1 community grant will be used to fund Napa Pride 2026. Napa Pride's fiscal sponsor is the Napa County Hispanic Chamber of Commerce. Napa Pride is dedicated to creating a culturally diverse and informed community that amplifies the voices of queer and trans youth, peers and elders.

The third is Viva Mariachi at Napa Valley College, a cultural event that promotes the rich heritage and traditions of Mexico through Mariachi music and music education. The amount of $1,500 of Board of Supervisors' District 1 community grant will be used to fund Viva Mariachi at Napa Valley College to learn about the thriving programs throughout the United States that are effective in promoting student success, all

while enriching the cultural vitality.

Requested Action: Approve and authorize allocation of Board of Supervisors' funds for nonprofit support and community benefit.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Board of Supervisors 1010000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Community benefit services/engagement
Is the general fund affected?	Yes
Future fiscal impact:	Community grants will continue to be budgeted in future fiscal years.
Consequences if not approved:	Members of the Board of Supervisors may not have the opportunity to offer financial support to community-based organizations doing important work that benefits the community members of their districts.

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:** 3/10/2026 | **File ID #:** 26-361

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Fire Services Agreement Between Napa County and the California Department of Veteran's Affairs - Yountville Veteran's Home

RECOMMENDATION

Approve and authorize Agreement No. 260309B with the California Department of Veteran's Affairs - Yountville Veteran's Home, for the term through June 30, 2026, for fire protection services. (Fiscal Impact: $2,154,493 Revenue; Fire Fund; Budgeted; Discretionary)

BACKGROUND

The California Department of Veterans Affairs (CalVet) at the Veterans Home of California, Yountville (Home) located at 100 California Drive, Yountville, California 94559, and the Town of Yountville (Town) contract with Napa County (County) to provide Fire Protection Services to each jurisdiction. These Fire Protection Services are provided through the County's own contract with the California Department of Forestry and Fire Protection (CAL FIRE).

Fire Protection Services in the Yountville area of the County are provided through a three-way cost share between the County, the Town, and CalVet. This arrangement to provide Fire Protection Services has been in existence since 1983, and this agreement is a renewal to continue these services. These services include fire protection and suppression services, emergency medical services, emergency dispatch services, the availability of both a hazardous materials team as well as a technical rescue team, fire department administrative services, the provision of a quarterly report from the Yountville Fire Station to the Chief Safety Officer, and joint coordination with the Home's Office of Public Safety Officers and the California Highway Patrol (CHP) in an effort to mitigate incidents at the Home.

This agreement provides for the Home's share of costs associated with staffing and operation of the Yountville

Fire Station. For the Fiscal Year 2025-2026, this agreement provides for a four (4) person team level, seven (7) days per week, twenty-four (24) hours per day. The staffing to assure the team level and response time parameters will be at the discretion of CAL FIRE. The maximum amount for this agreement is $2,154,493, which pays for personnel costs, station expenses, safety gear and equipment, administrative costs, and some minor miscellaneous costs. This $2,154,493 amount that CalVet pays does not match the amount that the Town pays. The reason is that the County utilizes two CalVet-owned sites for activities related to the provision of fire services. Specifically, these sites include a fire station and a training facility. The rent for the use of these properties has been calculated and agreed upon by the two parties to be valued at $40,000. The rent is shown as a credit against the overall amount for this contract.

During the 2025-2026 contract negotiation process, the Napa County Fire Department recognized deficiencies in the fiscal process that did not provide a one third split between all parties. As such the value between the 2024-2025 agreement and the 2025-2026 agreement increased more than an average 5%. The County and CalVet worked to update this contract over the past months to provide the agreement presented.

Requested Action:

1. Approve Agreement No. 260309B between Napa County and the California Department of Veteran's Affairs - Yountville Veteran's Home for a contract maximum of $2,154,493 for fire protection services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund (2100)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement provides revenue to the County of Napa through June 30, 2026, to offset fire expenditures at the Yountville Fire Station.
Is the general fund affected?	No
Future fiscal impact:	The County is responsible for one third of the three-way cost share for the Yountville Station.
Consequences if not approved:	Loss of one third of the revenue supporting the Yountville Fire Station.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

SCO ID: 8955-25YS0023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25YS0023	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Veterans Affairs

CONTRACTOR NAME
Napa County Fire Department

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
$2,154,493.36
Two Million, One Hundred Fifty Four Thousands, Four Hundred Ninety Three Dollars and Thirty Six Cents

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.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	2
	Exhibit B-1	Vets Home Fiscal Sheet	2
+ -	Exhibit C *	General Terms and Conditions (GTC 02/2025)	*1
+ -	Exhibits D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Napa County Fire Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1195 Third Street Suite 310	NAPA	CA	94599

PRINTED NAME OF PERSON SIGNING	TITLE
Amber Manfree	Board of Supervisor - Chair
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

APPROVED AS TO FORM
Office of County Counsel

By: *Shana A. Bagley*
County Counsel

Date: February 24, 2026

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25YS0023	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Veterans Affairs			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1227 O Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Daisy Kaur	Manager, Central Business Office		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

FIRE AND EMERGENCY RESPONSE SERVICES

1. INTRODUCTION / SERVICES

A. Contractor shall provide fire and emergency response services to the California Department of Veterans Affairs (CalVet) at the Veterans Home of California, Yountville (Home) located at 100 California Drive, Yountville, California 94599, through Contractor Napa County's own contract with the California Department of Forestry and Fire Protection (CalFire). Contractor shall provide all labor, materials, staff, transportation, license, permits, and every other item of expense necessary, unless otherwise stated, to provide fire and emergency response services. Services shall be provided at the Home and in compliance with the terms of this Agreement.

B. All work shall be coordinated and approved by the CalVet Contract Manager or designated representative. Any and all services performed outside the scope of this Agreement or not approved by the Contract Manager or designee, will be at the sole risk and expense of the Contractor.

C. Contractor shall provide services in accordance with federal and state laws and regulations and CalVet policies.

2. CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall provide the following services:

1. Hazardous Materials Response Team with equipment (Level A), which shall respond to spills and other hazardous incidents.
2. Fire protection/suppression.
3. Emergency medical services.
4. Technical Rescue Team with required specialized equipment and training for response to such rescues as high and low angle rescues, confined space rescues, swift water rescues, and trench rescues.
5. Fire investigation services provided through the Napa County Fire Marshal's office.
6. Emergency dispatch services provided by the county's emergency dispatch center.
7. Fire Department administration services, including but not limited to, equipment and personnel support services, budget management, bill payments, supply purchasing, and Chief Officer Coverage by the County Fire Chief, Deputy Fire Chief, Assistant Fire Chiefs, and/or Battalion Chiefs.
8. Provide the Chief Safety Officer with a quarterly Yountville Fire Station report, prepared for the Home, which includes, among other things, a statistical analysis of all calls responded to by the Yountville Fire Station, and a description of major events, special events, and training occurring at the Home, including the Fire Training Facility located at 7294 Silverado Trail in Napa, California.
9. Work jointly with the Home's Office of Public Safety Officers (e.g. Firefighter/Security Officers) and the California Highway Patrol in an effort to mitigate incidents at the Home.

B. Contractor shall provide a four (4) person team level, seven (7) days a week, twenty-four (24) hours per day. The staffing to assure the team level and time parameters set forth will be at the discretion of the Contractor.

C. The 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. CalVet, through the Home Contract Manager, will monitor the work performed by the Contractor. Any modification of this Agreement shall be void unless such modification is in writing and signed by both parties to the Agreement.

D. CalVet and the Contractor mutually acknowledge that the level of service to be provided by the Contractor as set forth above is dependent upon the continued participation by both CalVet and the Town of Yountville in the funding of the operations and maintenance costs of the Yountville Fire Station on the premises of the Home. Upon any reduction in CalVet's and/or the Town of Yountville's contribution, this Agreement shall be renegotiated and amended as to scope of work and compensation.

E. Contractor shall provide fire protection services as set forth above in this Exhibit A. Because the fire protection services to be performed by the Contractor are of a special, unique, unusual, extraordinary, and time-sensitive nature, involving personnel with special training which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in action of law, CalVet, in addition to any other rights or remedies it may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by the Contractor.

F. 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 shall be addressed to the other party at the addresses set forth above. 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 (5) days following the date of deposit, whichever is earlier.

3. CONTACT INFORMATION

A. The Contract Managers during the term of this Agreement will be:

1. **CalVet Representative/Contract Manager:**
   Veterans Home of California - Yountville
   Laura Aguiar, Supervisor I
   100 California Drive
   Yountville, CA 94599
   Phone: (707) 944-3008
   Megan.Patterson@calvet.ca.gov.

2. **Contractor Representative:**
   Napa County Fire Department
   Becky Craig, Assistant County Executive Officer
   1195 Third Street Suite 310
   Napa, CA 94559
   Phone: (707) 253-4421
   becky.craig@countyofnapa.org.

B. Contract Representatives, addresses, and phone/fax numbers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Representative, including name, title, mailing address, phone/fax numbers, and email address. All other changes require a formal written amendment to this Agreement.

1. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, CalVet agrees to compensate the Contractor on a semi-annual basis for services rendered in accordance with the rates specified in Exhibit B-1 Rate Sheet (Schedule A, Fiscal Display PRC 4142), which is attached hereto and made a part of this Agreement. Under this Agreement, one-third (1/3) of the total charges indicated on Exhibit B-1 Rate Sheet (Schedule A for Personnel Services, Operating Expenses and Administrative Charges), shall be paid by the following parties: the Home, the County of Napa, and the Town of Yountville.

a. In accordance with separate lease agreements, Contractor utilizes two CalVet-owned sites for activities related to the provision of fire services. Specifically, these sites include a fire station and a training facility. The rent for the use of these properties has been calculated and agreed upon by the two parties to be valued at $40,000.00. For this contract, the CalVet will reduce the cost of the contract by $40,000.00 and pay the share for the Truck Replacement ($191348.00).

2. The rates for salary, pay differentials, and operating expenses are established through CalFire/Local Government Program, 8500 Cooperative Fire Programs, Schedule A, Public Resources Code (PRC) §4142. The rates are based on the current provisions of the negotiated Memorandums of Understanding (MOUs) for the various Bargaining Units (BUs) and/or personnel policies established by the California Department of Human Resources (CalHR).

3. Invoices shall include the Agreement Number and shall be submitted in triplicate, not more frequently than monthly in arrears, to:

]Original Invoice	Approval Copy
Department of Veterans Affairs CalVet Accounting Office 1227 O Street, Room 402 Sacramento, CA 95814 APInvoices@calvet.ca.gov	Veterans Home of California, Yountville Laura Aguiar, Supervisor I 100 California Drive Yountville, CA 94599

B. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further form and effect. In this event, the State of California shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

2. **SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS**

A. Submissions of Invoices/Claims

1. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.

2. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.

3. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:

a. Contractor's Company name
b. Contractor's Company address, phone number, and e-mail
c. Date of invoice/claim
d. Invoice/claim number
e. CalVet Home, where services were performed
f. Agreement Number
g. Contractor Federal Employer Identification Number and National Provider Identifier number
h. Date(s) of Service
i. Total dollar amount being billed

YOUNTVILLE STATION
FISCAL YEAR 2025-2026

PERSONNEL SALARIES

NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	8,930	107,160.00	100,644.67	207,804.67
6	FC	7/1-6/30	72	7,694	553,968.00	520,286.75	1,074,254.75
12	FAE	7/1-6/30	144	6,856	987,264.00	927,238.35	1,914,502.35

SAFETY SALARIES	3,196,561.77

PLANNED OVERTIME (edwc)

NO	CLASS	PERIOD	MON	RATE	TOTAL POT	RETIRE 57.57%	SUB TOTAL
1	BC	7/1-6/30	12	3,639	43,668.00	25,139.67	68,807.67
6	FC	7/1-6/30	72	3,143	226,296.00	130,278.61	356,574.61
12	FAE	7/1-6/30	144	2,807	404,208.00	232,702.55	636,910.55
					-	-	-

PLANNED OT	1,062,292.82

UNPLANNED OVERTIME

TOTAL Unplan OT	RETIRE 1.45%	SUB TOTAL
420,000.00	6,090.00	426,090.00
-	-	-

UNPLANNED OVERTIME	426,090.00

EDUCATIONAL BENEFIT

NO	CLASS	PERIOD	MON	RATE	TOTAL ED. BENE	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	150	1,800.00	1,690.56	3,490.56
6	FC	7/1-6/30	72	150	10,800.00	10,143.36	20,943.36
12	FAE	7/1-6/30	144	150	21,600.00	20,286.72	41,886.72
					-	-	-

EDUCATIONAL BENEFIT	66,320.64

LONGEVITY PAY

				Salary	DIFFERENTIAL 9%	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	107,160	9,644.40	9,058.02	18,702.42
6	FC	7/1-6/30	72	553,968	49,857.12	46,825.81	96,682.93
				Salary	DIFFERENTIAL 3%	BENEFITS 93.92%	SUB TOTAL
12	FAE	7/1-6/30	144	987,264	29,617.92	27,817.15	57,435.07

LONGEVITY PAY	172,820.42

HAZMAT DIFFERENTIAL

NO	CLASS	PERIOD	MON	RATE	TOTAL HAZ. BENE	BENEFITS 93.92%	SUB TOTAL
6	FC	7/1-6/30	72	150	10,800.00	10,143.36	20,943.36
12	FAE	7/1-6/30	144	150	21,600.00	20,286.72	41,886.72
					-	-	-

HAZMAT BENEFIT	62,830.08

TOTAL PERSONNEL SERVICES	**4,986,915.72**

OPERATING EXPENSE

MISCELLANEOUS STATION EXPENSE

TYPE	MONTHS	RATE	AMOUNT	
Station Maintenance			24,026.00	was 45k
Insurance			67,508.00	

Station Fire Suppression Sys	1,500.00
Office Supplies	1,000.00
Photocopier	750.00
Household	1,750.00
Janitorial	1,750.00
Landscape/Ag	2,000.00
Equipment Maintenance	5,000.00
Data Processing	1,083.00
Target Solutions Training Software	1,425.00

STATION EXPENSE	107,792.00

UTILITIES

TYPE	MONTHS	RATE	AMOUNT
Gas & Electricity	12	2,700.00	32,400.00
Water & Sewer	12	1,500.00	18,000.00
Garbage	12	563.00	6,756.00
Phone/Internet	12	750.00	9,000.00

UTILITIES	66,156.00

SAFETY CLOTHING

NO		RATE	AMOUNT	10YR SCHEDULE
19	Employees	9,500.00	180,500.00	18,050.00

SAFETY GEAR	18,050.00

UNIFORMS

NO		MONTHS	RATE	AMOUNT	RETIREMENT	
19	Permanent Safety	228	178.00	40,584.00	588.47	41,172.47

UNIFORMS	41,172.47

TRAVEL AND TRAINING

County Business	100,300.00

TRAVEL AND TRAINING	100,300.00

VEHICLES

NO	OWNER	TYPE		AMOUNT
1	County	Engine	Replacement Fund	264,907.00
		Truck	Replacement Fund	309,137.00

VEHICLES	574,044.00

TOTAL OPERATING EXPENSES	907,514.47

ADMINISTRATIVE CHARGE

11.69%	of GROSS EXPENDITURES	5,894,430.19

ADMIN CHARGE	689,058.89

GRAND TOTAL	**6,583,489.08**

Three Equal Shares	2,194,496.36
	2194493.36
Lease Credit	**(40,000.00)**
$	**2,154,493.36**

1. General Terms and Conditions

A. General Terms and Conditions (GTCs)

The (GTCs) are hereby incorporated by reference and made part of this agreement as if attached. hereto. These documents may also be viewed at the California Department of General Services website: **https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf**

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

1. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and / or payment / invoicing instructions / requirements.

B. Upon notice of termination or cancellation, CalVet shall take immediate steps to stop performance and cancel or reduce subsequent contract costs.

2. RESOLUTION OF DISPUTES:

A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state the following, based on the most accurate information available to the Contractor:

1) That it is a dispute pursuant to this Section.
2) The date, nature, and circumstances of the conduct, which is the subject of dispute.
3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
5) The reason why the Contractor is disputing the conduct.
6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
7) The Contractor's desired remedy.

B. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.

C. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.

D. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:

1) Find in favor of the Contractor, in which case the Undersecretary may:

a. Countermand the earlier conduct which caused the Contractor to file a dispute; or
b. Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.

2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or

3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.

E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.

F. Contractor shall continue with the responsibilities under this Contract during any dispute.

3. INSURANCE REQUIREMENTS

Both parties will indemnify and hold harmless the other, its officers, agents, and employees from any and all claims or demands of liability caused by the indemnifying party during or after completion of the project, which is the subject of this agreement.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION:

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information, including electronic protected health information.

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:** 3/10/2026 | **File ID #:** 26-308

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

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

SUBJECT: Approval of Updated Affordable Accessory Dwelling Unit Loan Program Underwriting Guidelines

RECOMMENDATION

Approve and adopt the updated underwriting guidelines for the Napa County Affordable Accessory Dwelling Unit Forgivable Loan Program. (No Fiscal Impact)

BACKGROUND

On February 8, 2022, the Board received a presentation on affordable housing program investment opportunities. The Board directed staff to return with recommendations supporting modification and further investments in the Proximity Workforce Housing Assistance Program and Accessory Dwelling Units (ADU's). On April 19, 2022, the Board received a second presentation which included possible actions and investments related to both programs. The Board directed staff to support increased ADU production by developing programs and forgivable loan underwriting guidelines that support market rate and affordable ADU production. On November 29, 2022 the Board adopted the first version of the Affordable Accessory Dwelling Unit Forgivable Loan Program underwriting guidelines. The Program provides forgivable construction loans for ADU development to homeowners in Napa County who occupy their home as their primary residence in exchange for the following commitments:

1. The construction of a new ADU at the primary residence; and,

2. The commitment to rent the unit to an individual or household earning at-or-below 80% Area Median Income (AMI); and,

3. The commitment to a maximum monthly affordable rent for 80% AMI households for a period of not less than five years or 60 months.

Loans are available to homeowners anywhere in Napa County who occupy their homes as their Primary Residence. All units assisted by the Program will be subject to an affordability covenant for the rental term of

five years or 60 months. For each 12-month period in which the borrower is compliant, 20% of the AADU Forgivable Loan will be forgiven, including interest. Upon certification of 60 months of program compliance, the AADU Forgivable Loan will be fully forgiven. A borrower who has received an AADU Forgivable Loan may "opt out" of the Program at any time by reimbursing the County for remaining portion of the forgivable loan, including the remaining interest due. At the time of either certification of 60 months of Program compliance, or op-out and repayment of the outstanding loan amount, the County will remove the Affordability Covenant recorded on the unit.

The program has been operating for over three years as a pilot program. Program Staff are proposing updates to the current underwriting guidelines, based on feedback received from the public and to ensure Today's action requests the approval and adoption of an updated version of the Affordable Accessory Dwelling Unit Forgivable Loan Program underwriting guidelines, based on real time program implementation and both applicant and stakeholder feedback. The primary changes to the guidelines are as follows:

1. Updated rebates offered to the applicant aligned to current statewide rebates and local priorities.
2. Reflect current annual income and maximum rent amounts per California Department of Housing & Community Development.
3. Clarifying eligible and ineligible costs.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Where is it budgeted?	Housing & Community Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The update to the ADU underwriting guidelines is discretionary in that there is no mandate to update or change the guidelines.
Is the general fund affected?	No
Consequences if not approved:	If the updated guidelines are not approved the program will continue to operate under the current guidelines.

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.

Get up to $105,000 as a forgivable loan to build an ADU that is kept affordable for 5 years

Benefits of building an affordable ADU:

Increase value of your property
Create an additional revenue stream for your household
Provide much needed affordable workforce housing
Promote sustainable, compact development and reduce the environmental impact large-scale housing developments
Create long-term housing flexibility on your property
Reduce the cost of building an ADU with a loan that doesn't need to be paid back after renting the unit to a low-income resident for 5 years

Who is eligible?

Any homeowner living full-time in a single-family home in Napa County who commits to renting the new ADU at an affordable rent for 5 years.

Who can live in the ADU?

Any Napa County household earning up to 80% of Area Median Income; family members of homeowner ***are*** allowed to occupy unit.

Household size	Income limit*
1	$89, 750
2	$102,550
3	$115,350
4	$128,150

For larger households, consult Napa County ADU Forgivable Loan Program staff.
This data is as of April 2025. Figures are updated annually by HCD in April.

ADU Forgivable Loan Program Benefits

ADU Size		1 Bedroom	2 Bedroom +
Typical square footage	400 sq ft	600 sq ft	800 sq ft
Projected Development Cost*	$260,000	$299,000	$368,000
Base Forgivable Loan	0	$60,000	$85,000
Rebate Amount		$20,000	$20,000
Total ADU Rebates		$ $80,00	$105,000
Remaining cost to homeowner	$	$219,000	$263,000
Monthly rent (subject to modest annual increases)		$2,563	$2,884
Average monthly expenses		$2,100	$2,300
Monthly cash flow after loan payments**		$1,345	$1,582

*This varies widely and just for illustrative purposes.
**Estimates that vary widely and can be significantly higher when unit is rented at market rate after 5 years.

What other benefits does the Affordable ADU Loan Program provide?

In addition to a loan that is forgiven after renting the unit to a low-income tenant for 5 years, the County's Affordable ADU Loan Program provides:

- Robust technical assistance to support homeowners with planning, building, leasing and management of their ADU rental.
- Tenant match-up support, connecting interested, income-eligible local workforce applicants with homeowners ready to rent out their ADU after construction.
- Reimbursement for building and impact fees for ADUs built in the unincorporated County.
- Funds to assist with closing costs for homeowners seeking conventional funding as a part of their project financing.
- Funds to assist with the establishment of Managed Construction Escrow Services
- Funds to assist with installing energy efficient heat pumps, solar, and/or other green-energy features (see Rebates below for more information.).

- **Applicant expectations:**
  - Applicant must build the ADU on same property as their primary residence.
  - Applicant must live in the primary residence and rent out the ADU to qualified tenant(s) through the term of the 5-year affordability agreement.
  - Complete online educational webinars/assigned courses providing overview and technical assistance for ADU development and property management. Have all funding to pay for remaining costs of building ADU deposited into an approved Managed Construction Escrow Account at the time of loan closing.

Questions?

AADU Loan Program | Napa County, CA (countyofnapa.org)

I. Loan Program Summary

A. The County of Napa is offering Affordable Accessory Dwelling Unit ("AADU") Forgivable Loans to homeowners who do the following:

1. Build a new ADU at their residence.
2. Commit to rent the unit to an individual or household earning up to 80% of Area Median Income (AMI), and
3. Commit to a maximum monthly rental rate equal to or less than rent that is Affordable Rent for 80% AMI households for a period of at least five (5) years. The loan proceeds will offset a portion of the homeowner's cost of construction of the ADU.

B. An AADU Forgivable Loan is a construction loan that ranges in amount based on a Base Loan amount per the number of bedrooms and the Incentive Loan amounts based on additional criteria as outlined below:

Maximum AADU Loans:

$60,000 for a 1 Bedroom ADU
$85,000 for a 2 Bedroom ADU

C. Homeowners participating in the program are eligible for the following additional rebates: (see "Additional Rebates" below for further information)

1. For permit fees for homeowners building an ADU within the planning jurisdiction of Napa County (the unincorporated County). **Value: up to $10,000**
2. For closing costs and fees related to conventional loan financing. **Value up to $2,500**
3. For the installation of solar power and energy storage system as the primary power supply for the ADU. Value up to: $2,500
4. For the installment of a heat pump instead of a conventional HVAC system. Value up to: $2,500
5. For the use of high-efficiency insulation and windows, green roof, tankless water heater, and/or use of sustainable materials (reclaimed wood, bamboo flooring, or cork to improve insulation and reduce environmental impact. Value up to $2,500.

Maximum possible rebate amounts above Base Loans: $20,000 (actual additional amounts will vary by project size, financing and design elements.

D. In exchange for the AADU Forgivable Loan, the applicant agrees to rent the finished ADU at a maximum monthly rent that is affordable to households earning up to 80% of Area Median Income (AMI). This amount is set by the California Department of Housing and Community Development (HCD) each year and is updated and published annually in April. Maximum rent refers to the full amount paid by the tenant for rent, including utilities, parking fees and other charges.

As of April 2025, maximum monthly affordable rent is, $2563 for a 1- Bedroom ADU and $2,884 for a 2-bedroom ADU. (These maximum rents will increase each year when new income limits are published. All homeowners participating in the program will receive notice of the new maximum rates each year they are participating in the program.)

E. The applicant agrees to a 5-year rental affordability covenant placed on the ADU and to rent the unit at an Affordable Rent for 60 months (excluding periods of vacancy, for example after one tenant

moves out and before a new one moves in).

F. Unit cannot remain vacant for longer than 6 consecutive months following completion of construction or tenant-leaseholder turnover. 7+ consecutive months of unit vacancy will result in a notice of default.
G. The loan is available to homeowners anywhere within the geographic boundary of Napa County.
H. Applicants who meet program requirements will be awarded forgivable loan funds upon approval of application.
I. Homeowners are only eligible for one AADU Program loan at their primary residence.
J. Loans are not transferable to new property owners. In the event an existing borrower sells their home, the County loan balance must be repaid at the time of sale closing.

II. General Information

A. Overview

1. To better address the need for housing that is affordable to low-income constituents in Napa County ("the County") seeks to encourage the production of housing that is affordable throughout the County by incentivizing the creation of accessory dwelling units ("ADUs") through the Napa County Affordable ADU Forgivable Loan Program (the "Program").

B. Key Contact Information

1. Homeowner(s) and/or potential borrowers under the Program are encouraged to consult with County staff in the process via the contact information below:

   AADU Loan Program | Napa County, CA (countyofnapa.org)

C. Definition

1. Accessory Dwelling Unit (ADU): Napa County Code Section 18.08.550 refers to an accessory dwelling unit as a "second unit" and defines it as set forth in California Government Code Section 65852.2(j)(1) or successor provision; according to both, an ADU is a residential dwelling unit which provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel, or parcels, as a primary dwelling unit is situated. The ADU may be attached or detached.

2. Program Supported Unit: Refers to any ADU supported by a Napa County Affordable ADU Forgivable Loan Program.

3. Affordability Covenant: An agreement between Napa County and a property owner to restrict the price of a housing unit, among other conditions, for a given period. Once

the covenant is satisfied, the property owner may choose to rent the unit at any price otherwise allowed by law.

4. Affordable Rent: Affordable rent is generally defined as rent for housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities, and adjusted for household size.

5. Forgivable Loan: A loan provided to a homeowner that is forgiven over time in exchange for compliance with provisions described elsewhere in this document.

6. Maximum Renter Household Income: The maximum household income of a household living in an ADU, determined based on reported income by the household upon applying to rent the unit. The Maximum Renter Household Income is 80% of Area Median Income (AMI) for Napa County, as defined by the California Department of Housing and Community Development (HCD). In 2025, this ranges from $89,750 for a 1-person household to $115,350 for a 3-person household, etc.

7. Minimum Rental Period of Affordability: A homeowner must agree, by signing an Affordability Covenant, to renting an ADU at an affordable rent for at least 60 months, meaning the unit is occupied by a resident paying an affordable rent for at least 60 months.

8. Minimum Lease Term: The minimum commitment a homeowner may make with a tenant in a Program-supported ADU is 12 months; this Minimum Lease Term is notwithstanding the Minimum Rental Period of Affordability, which requires the unit to be rented for 60 months at an affordable rent.

9. Projected Total Development Cost: The estimated cost of all aspects of building an ADU, including design, engineering, local fees, construction materials, construction labor

10. Managed Construction Escrow Account

    a) A third-party holding account for funds for a construction project. This account holds funds for the project until specific terms are met, then releases those funds to the contractor. Having funds in escrow helps guarantee that funds will be available for the project and restricted funds are properly used. The financing company, the title company, project owner, and even the contractor may request an escrow account. This account is funded before the work begins based on the projected budget for the project. Managed Construction Escrow Accounts are also often used in new construction. For example, when building a new home, the lending institution will use a construction escrow account. When the project is completed and passes inspection, the funds are released to the contractor.

b) When the contractor is ready to receive funds for completed work, they submit a pay application or request a "draw" from the escrow company. Upon the managed construction escrow provider's approval of each building phase, the contractor can request a draw of funds to pay off building costs such as contractor bids, excavation costs, and permit fees. This request is reviewed by the escrow company for the bank. Then, an onsite inspection may happen to ensure the amount requested matches the work completed.

c) A Managed Construction Escrow Account benefits the homeowner, lender(s) and the contractor. For the homeowner, the account provides certainty the contractor(s) will be paid without having to do a lot of legwork. For the lender(s), the account ensures checks- and-balances on funding being applied to specific approved funding uses. Finally, when working on a project with an escrow account, the contractor has certainty that the full project is funded.

III. Transaction Underwriting Guidelines

A. Pre-Application

1. An applicant seeking a Program loan from the County of Napa must follow the steps listed below to submit a Pre-Application:
    a) Go to the AADU Loan Program website (countyofnapa.org)
    b) Utilize the Napa ADU calculator tool (Napa/Sonoma: Calculator (calculator.napasonomaadu.org) to estimate the cost of constructing a rental ADU.
    c) Schedule a Feasibility Consultation with Napa Sonoma ADU. During this consultation, homeowners will meet with an ADU expert 1:1 at the property or virtually (homeowner preference) and receive a customized written ADU feasibility report. Consult has a $350 value and is provided at no-cost to homeowners interested in applying for the AADU Loan Program.

B. Application Require Steps- Application: Pre- Approval

1. Upon completion of the Feasibility Consultation, applicant will utilize the County's online application system and submit request for funding based on AADU size, indicate which additional rebates are sought, execute an intent to commit to a five-year affordability covenant on the AADU, and upload the feasibility consult report and project budget.
2. County staff will review the application and schedule a 30-minute virtual or in-person project consultation between County program staff and applicants (all applicants are required to attend, including all property owners listed on the deed of trust). Following the initial consultation and any required changes to the application, approved projects will receive a Reservation of Funds and letter, reserving available Program Loan funds for the individual project for a period of 180 days. A Reservation of Funds does not guarantee a loan will be awarded; it is a step towards obtaining the award.

3. During the 180-day Reservation of Funds period, and before moving to final loan approval, applicant(s) need to complete the following project-related steps:
    a) Complete assigned applicant education classes. Classes are at no-cost to applicants with Pre-Approval for the County AADU Forgivable Loan. Classes include technical assistance with Financing, Construction Management, Post-Construction/ Lease-Landlord Management, Managed Construction Escrow Accounts, Neighborly Portal Assistance and How to Certify an Eligible Tenant
    b) Finalize ADU plan set and finalize project budget including identification of General Contractor.
    c) Secure all additional project funding sources necessary for the total construction cost of the ADU.
    d) Submit project budget to County staff for review and confirmation of eligible costs and rebate eligibility.
    e) Establish a Managed Construction Escrow Account.
    f) Secure all permits needed.

C. Applicants will have access to no-cost, weekly "office hours" with Napa County program staff to answer any questions about their application and troubleshoot barriers to application completion.

D. Application Required Steps- Application: Final Approval

1. Once project financing, Managed Construction Escrow Services, permits, plan sets and contract with general contractor and required homeowner education classes are completed, applicant must submit evidence of all requirements via the online application system.
2. County staff will review all documents and schedule a site-visit to inspect the site of the new ADU.
3. Following document review and site visit, staff will provide final approval on the AADU Forgivable Loan.
4. Applicant will execute all loan documents and the Affordability Covenant.
5. County will release funds to the Managed Construction Escrow Account.
6. Applicant will have two years from release of funds to complete construction and initiate lease-up.

E. Eligibility

1. Eligible Projects
    a) Project must be on a property that is owned and occupied by the applicant as their primary residence. Properties cannot be used for any short or long-term rentals.
    b) Project must be a new ADU created through one or more of the following development opportunities: construction of new ADUs or conversion of existing portions of non-residential structures on the property to an ADU. Examples of project ineligibility include but are not limited to the following:
        (1) Units under construction are not eligible.

(2) Units that have already received a certificate of occupancy are not eligible.
(3) Unpermitted existing units are not eligible.

c) Project types to be funded are ADUs built on a property with a single-family home, where the applicant is the homeowner(s), and the applicant commits to renting the unit at an affordable rent to a low-income household earning up to 80% of Area Median Income (AMI), as defined by the Federal Department of Housing and Urban Development (HUD), for at least five years.
d) Projects funded by this loan program must have all work completed by a construction contractor licensed by the California Contractors State License Board.
e) Due to conflict of interest issues, applicants may not be their own General Contractor, nor may they be sub-contractors for any part of the project.

2. Eligible homeowner applicants
   a) Applications are accepted from homeowners occupying a single-family home in Napa County that have met the applicant thresholds elsewhere in the guidelines.
   b) Maximum of one Program loan per parcel.

3. Eligible uses of funding
   a) Eligible uses of Program funding include normal and customary construction expenses, such as:
      (1) Construction materials and labor costs incurred after loan funding.
      (2) General contractor fees and overhead, not to exceed 10% of the total project cost, incurred after loan funding.
      (3) Site work costs, such as water/sewer/septic connections, utility improvements, or site leveling as is necessary for the construction of an ADU only. In the event site work includes improvements to systems that are tied to the primary residence, eligible site work costs for the ADU will be calculated by the proportional relationship of the primary residence square footage to the ADU square footage. Only County- approved costs in project budget and incurred after loan funding are eligible.
      (4) Permit costs beyond any that are waived through participation in this Program
      (5) Other hard or soft costs approved at the discretion of the County, as expressly stated in the Letter of Determination
4. Ineligible uses of funding: The County will determine, in its sole discretion, costs deemed excessive or unreasonable, or uses deemed ineligible. Ineligible uses of funding include, but are not limited to, costs associated with construction items or materials of a luxury nature or furnishings
5. Eligible tenant households
   a) Eligible tenant households are those earning up to 80% of Area Median Income, as defined elsewhere in these guidelines.

b) Eligible tenant households must be income certified by Napa County Program Staff before a qualifying lease is executed. Recertification over the term of an individual tenant lease is not required.
c) Napa County Program Staff will provide applicant with a list of documents needed to verify tenant's income, included as Exhibit B. Homeowner will then provide those documents to the County, and Napa County Program Staff will verify eligibility within 5 business days of submission.
d) Eligible tenant households may be related to applicant.
e) Upon vacancy of the unit by certified tenant, a new eligible tenant household must be income certified.
f) Months during which a unit is vacant due to tenant turnover will not count toward the

60-month affordability requirement.

6. Title report requirement: The County will review a title report for the property.

F. Project underwriting guidelines

1. Loan Terms
   a) Method of financial assistance: Forgivable construction loan
   b) Loan sizing
      (1) The maximum Forgivable Loan shall be the lesser of:
         (a) The base loans for 1 bedroom or 2 bedroom units
         (b) The actual development cost of the ADU.
2. Any homeowner applicant who commits to renting the ADU funded by this loan is eligible for the following forgivable loan amounts, based on the prototypes described above.

Table 2: Forgivable loan offered to any homeowner in exchange for a 5-year affordability covenant

	Base Loan Amount	Additional Maximum Rebate Amount	Total Maximum Forgivable Loan
1 Bedroom	$60,000	$20,000	$80,000
2 Bedroom	$85,000	$20,000	$105,000

a) Interest rate: 5.0% simple interest, deferred. See below regarding Loan forgiveness.
b) Loan term: The loan term will coincide with the duration of the affordability commitment (5 years/60 months). If the affordability covenant is extended, the loan term will extend commensurately.
c) Loan Forgiveness
   (1) Over the course of 5 years 1/60th (or 1.66%) of the Forgivable Loan (Base Loan + Incentive Loan amounts) will be forgiven, including interest. Upon certification of 60 months of program compliance, the full loan shall be forgiven.
   (2) A homeowner who has received a forgivable loan may "opt out" of the

program at any time by reimbursing the County for remaining portion of the forgivable loan including interest due. At that time, the County will remove the affordability covenant recorded on the homeowner's property.

3. Affordable housing provisions
    a) Term of deed restrictions: All units assisted by the ADU Loan Program will be subject to affordability covenants of 5 years.
    b) The affordability covenant and loan term can be extended to account for periods of vacancy, meaning for each month the unit is vacant, the affordability covenant can be extended for one month.
    c) The affordability covenant requires that the unit be rented at an affordable price for 60 months to meet loan terms and achieve full principal loan balance and accumulated interest forgiveness.
    d) Eligible households: See eligibility section above

G. Termination of Loan

1. The remaining loan balance and accrued unforgiven interest will be immediately due and payable upon:
    a) The sale of the property or change in title/ownership,
    b) Borrower's failure to occupy the main home,
    c) Borrower's failure to rent to an income certified tenant and affordable rent level within 6 months of completion or tenancy vacancy; and
    d) Borrower's breach of any other provisions of the Loan documents that remains uncured.
2. The remaining loan balance and accumulated unforgiven interest shall also be due and payable within 90 calendar days if Borrower notifies County that Borrower has decided to no longer rent the unit as an affordable unit and participate in the program.

H. Insurance Requirements

1. Evidence of all-hazard insurance for full replacement value must be provided by the borrower that names County as loss payee annually for the term of the loan.

2. Evidence of flood insurance must be provided, if applicable annually for the term of the loan.

3. Borrower shall keep all buildings located on the Property insured against loss by fire, vandalism, and malicious mischief by a policy of standard fire and extended all-risk insurance annually for the term of the loan. The policy shall be written on a full replacement value basis and shall name Beneficiary as loss payee as its interest may appear. The full replacement value of the Accessory Dwelling Unit to be insured shall be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, the County shall have the right to notify the other borrower that it elects to have the replacement value redetermined by the insurance company. Subject to the rights of any senior lienholder,

the proceeds collected under any insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Borrower; provided however, if Borrower is not in default under the Loan Documents, the proceeds shall be released to Borrower to repair or rebuild the Improvements provided that sufficient additional sources of financing to complete such repair or rebuilding are available to complete such work. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

I. Relocation Laws: A County-supported ADU cannot result in displacing any tenant currently residing on the property.

J. Lease Requirements

1. Leases must clearly state that the amount of rent to be charged shall be set at an amount that is affordable to a household at 80% of Area Median Income (AMI) based on the number of bedrooms and occupancy, including utilities, parking fees and other charges. (These maximum rents are determined by HCD. They will increase each year when new income limits are published. All homeowners participating in the program will receive notice of the new maximum rates each year they are participating in the program.)
2. Rental of units is subject to all federal, state, and local fair housing laws and regulations.

IV. Additional Rebates for Homeowners

A. Unincorporated County building fees:
   1. Homeowners building an ADU in unincorporated areas of Napa County are eligible for an additional loan rebate amount of up to $10,000 toward building and impact fees assessed by the County.

B. Rebate for conventional loan closing costs and fees:
   1. Applicants are eligible for an additional loan rebate amount of up to $2,500 to pay for the closing costs and fees associated with a conventional loan to pay for part of the cost of building an ADU.

C. Rebate for installation of a solar power and energy storage system for the ADU:
   1. To encourage energy efficiency, applicants are eligible for an additional loan rebate amount of $2,500 if they design and install a solar power and solar energy storage system as the primary power system for the ADU.

D. Rebate for installation of a heat pump instead of conventional HVAC system:
   1. To encourage energy efficiency, applicants are eligible for an additional loan rebate amount of $2,500 if they install a heat pump into their project.

E. Rebate for additional "Green Energy" ADU upgrades:
   1. To incentivize additional energy efficiency measures, a rebate of up to $2,500 for the use of high-efficiency insulation and windows, green roof, tankless water heater, and/or use of sustainable materials (reclaimed wood, bamboo flooring, or cork to improve insulation and

reduce environmental impact. Applicants may propose additional energy savings measures for rebate eligibility under IV.E. consideration at the time of budget submission.

Exhibit B

To determine that a tenant is eligible for the AADU Forgivable Loan Program, prior to occupancy, the Napa County AADU Program Staff shall review and retain for the necessary document-retention period all documentation confirming proof of employment and income eligibility for each adult tenant-household member. The applicant must provide the following:

1. Internal Revenue Service's Form 1040 Individual Income Tax Return from most recent tax year
2. Six (6) most recent pay stubs
3. Benefits Summary (Unemployment, Social Security, State Disability, etc.)

Napa County AADU Program Staff may also request any of the following documentation:

1. Executed Employment Verification Form (signed by Employer(s)) to verify physical work address in those instances when a P.O. Box or different work location is provided, to verify number of working hours for part-time positions and/or other unusual circumstances.
2. Employer(s) name, address, telephone, and dates of employment
3. A valid form of picture identification
4. W-2 Wage Information

If any of the above required information is not available, the applicant shall provide other documentation as requested by County AADU Program Staff

_____, 20__ (the "**Effective Date**"), by and between the County of Napa, a political subdivision of the State of California (the "**County**"), and _____ ("**Borrower**"). The County and Borrower are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Pursuant to County Board of Supervisors Resolution No. XXXX-XX, the County operates an Affordable Accessory Dwelling Unit Forgivable Loan Program (the "**Program**") for the purpose of encouraging the production of affordable units in Napa County by easing the financial burden required for and incentivizing the creation of accessory dwelling units ("**ADUs**") on parcels with new or existing owner-occupied single-family homes located in the County.

B. Under the Program, the County provides participating eligible homeowners with financing in the form for a forgivable, deferred payment loan to finance a portion of the cost to create an ADU on the homeowner's property. The Program requires the newly created ADU to be rented to an eligible low-income household in accordance with the County's AADU Forgivable Loan Program Guidelines (**"Program Guidelines**").

C. Borrower is the owner and occupant of the single-family home located in the County at _____(as more particularly described in Exhibit A attached to this Agreement, the "**Property**"), and has applied to participate in the Program. The County has reviewed the Borrower's application to participate in the Program and has determined that Borrower is eligible to participate in the Program.

D. In accordance with the terms and conditions set forth in this Agreement and the Program Guidelines (which are incorporated in this Agreement by this reference), the County has agreed to provide a loan to the Borrower to finance the construction of an ADU on the Property.

E. The Parties wish to enter into this Agreement in order to set forth the terms and conditions of Borrower's participation in the Program, Borrower's obligations with respect to the use of the loan proceeds and construction of the ADU, and the County's role with respect to the Program administration and oversight of the construction work.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Incorporation of Recitals. The Parties acknowledge the accuracy of the Recitals, which by this reference are incorporated into this Agreement.

Section 2. Loan. The County will provide a loan to Borrower in an amount not to exceed **[_____Dollars ($_____)]** (the "**Loan**") to finance the construction of an ADU on the Property. As more particularly described in the Note (defined below), the Loan will be a deferred payment, five percent (5%) interest loan forgivable over a five (5) year term provided that Borrower complies with the rent and occupancy restrictions set forth in the Regulatory Agreement (defined below). Borrower will execute and deliver to the County a Secured Promissory Note in the amount of the Loan, in a form provided by the County (the

"**Note**"), and will execute a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, in a form provided by the County (the "**Deed of Trust**"), to secure Borrower's obligations. Borrower and the County will enter into an Affordable Housing Regulatory Agreement and Restrictive Covenants that imposes rent and occupancy restrictions, in a form provided by the County (the "**Regulatory Agreement**"), to evidence affordability and occupancy requirements. This Agreement, the Note, the Deed of Trust, and the Regulatory Agreement are collectively referred to in this Agreement as the "**Loan Documents**." The Deed of Trust and Regulatory Agreement will be recorded against the Property concurrently with the closing of the Loan, to secure compliance with the Program Guidelines and the Loan Documents, and repayment of the Loan upon the occurrence of a Default (as defined below in Section 11). The terms of the Note, Deed of Trust, and Regulatory Agreement are all incorporated into this Agreement by reference.

(a) Loan Components. The Loan consists of the following components:

(i) The "**Base Component**" is the portion of the Loan in an amount not to exceed [_____Dollars ($_____)] that is being made available to Borrower to fund construction of the [*1-bedroon or 2-bedroom*] ADU in accordance with a construction contract to be executed by and between Borrower and a County approved contractor ("**Contractor**"). Among other requirements, the Contractor must be licensed by the California Contractors State License Board.

(ii) The "**Incentives Component**" is the portion of the Loan in an amount not to exceed [_____Dollars ($_____)] that is being made available to Borrower to fund: (1) building permits and fees associated with the construction and operation of the ADU; (2) use of pre-reviewed plans from Napa Sonoma ADU Center (www.napasonomaadu.org), if applicable; (3) closing costs and fees related to conventional loan financing, if applicable; and (4) the cost of securing California Housing Financing Authority ("CalHFA") state grant funds, if applicable.

Section 3. Conditions Precedent to Disbursement of Loan Proceeds. The County's obligation to disburse the Loan Proceeds to the Managed Construction Escrow Account (as defined below) are expressly conditioned upon the satisfaction or written waiver by the County of the following conditions precedent:

(a) No Material Adverse Change**.** There exists no material adverse change in the financial condition of Borrower from that shown by data and other information furnished by Borrower to the County prior to the Effective Date of this Agreement.

(b) No Breach. There exists no condition, event, act, or omission which constitutes a breach or Default (as defined in Section 9 of this Agreement) under any of the Loan Documents, or which would constitute such a breach or Default after notice or the lapse of time or both.

(c) Loan Documents. Borrower has executed, acknowledged (as applicable), and delivered to the County all of the Loan documents, and the Deed of Trust and Regulatory Agreement will be recorded against the Property in the Napa County Recorder's Office concurrently with the close of escrow of the Loan.

(d) Managed Construction Escrow Account. Borrower has furnished to the County information for an established Managed Construction Escrow Account. For the purposes of this Agreement, a "**Managed Construction Escrow Account**" refers to a County approved third party holding an account for funds for construction of the ADU. Borrower is required to establish and provide proof of a Managed Construction Escrow Account even if, outside of the Base Component, Borrower intends to fund construction of the ADU with cash.

(e) Insurance. Borrower has furnished to the County evidence of insurance coverage satisfying the requirements of Section 6 below.

(f) Lender's Policy. Borrower has procured and delivered to the County an ALTA Lender's Policy of Title Insurance, together with such endorsements as the County may require, in an amount equal to the principal amount of the Loan, insuring the priority of the Deed of Trust and Regulatory Agreement as liens or charges upon the Property, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Such policy will be issued by a title insurer reasonably approved by the County.

(f) Permits. Borrower has received all permits, including but not limited to building permits, necessary to perform the construction of the ADU.

(g) Other Financing. If Borrower is utilizing financing other than the Loan proceeds for the construction of the ADU, Borrower has provided documentation to the County's satisfaction that undisbursed proceeds of the Loan, together other funds or firm commitments for funds that Borrower has obtained, are not less than the amount that is necessary to pay for construction of the ADU.

Section 4. Compliance with Approved Construction Plans; Disbursement and Use of Loan Proceeds. Provided that all of the conditions precedent to disbursement of the Loan proceeds in Section 3 above have been either satisfied or waived in writing by the County, the County will disburse the Base Component and the Additional Incentives Component to the Managed Construction Escrow Account.

(a) Time Limits for Use of Loan Proceeds. The Borrower will have two (2) years from the date of that the County releases the Loan proceeds to the Managed Construction Escrow Account to complete construction and initiate lease-up of the ADU.

(b) Base Component Eligible Uses. Borrower will use the proceeds from the Base Component of the Loan only for following Eligible Uses:

(i) Construction materials and labor;

(ii) General contractor fees and overhead, not to exceed ten percent (10%) of the construction cost of the ADU;

(iii) Demolition necessary for the construction of the ADU;

(iv) Site work, such as water, sewer, or septic connections; utility improvements; or site leveling as is necessary for the construction of the ADU;

(v) Permit costs beyond those that are provided through participation in the Program; and

(vi) Other hard or soft costs approved at the discretion of the County.

(c) Ineligible Uses. The County will determine, in its sole discretion, costs deemed excessive or unreasonable, or uses deemed ineligible. Ineligible uses of the Loan proceeds include, but are not limited to, costs associated with construction items or materials of a luxury nature or furnishings. Ineligible costs included in project costs will be noted by the County and provided to the managed construction escrow provider at the time of loan funding. Should the County determine that Loan proceeds will not or cannot be used for the Eligible Uses described in Borrower's application, Borrower will return the Loan proceeds upon the County's written demand. Borrower's failure to return such proceeds within fifteen (15) days following the County's written demand will constitute a Default (as defined in Section 9 of this Agreement) entitling the County to pursue remedies pursuant to Section 10 of this Agreement.

(d) Contractor Drawdown of Proceeds. When Borrower's contractor is ready to receive funds for completed work, the contractor must submit a pay application to or request a "draw" from the escrow company. The managed construction escrow provider will approve the request based on approved projects costs and issue the funds in a timely manner. An onsite inspection may be required and completed after the request is made and before disbursement to ensure the amount requested matches the work completed. Quarterly summaries of disbursements from the managed escrow provider shall be provided to the County.

(e) Incentives Component Eligible Uses. Borrower will use the proceeds from the Incentives Component of the Loan for the following:

- □ $_____for building permits and fees;
- □ $ _____for purchase of plans from Napa Sonoma ADU Center;
- □ $ _____for closing costs and fees for conventional loan;
- □ $_____for costs related to securing CalHFA grant funds;
- □ $_____for costs related to securing managed construction escrow services.

Section 5. Representations and Warranties. Borrower represents and warrants to the County as follows, which representations and warranties will be true and correct as of the Effective Date and acknowledges, understands, and agrees that the representations and warranties set forth in this Section are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Except for mortgages secured by the Property and other liens previously disclosed to the County, there are no other liens or monetary judgments recorded against the Property.

(b) At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Property.

(c) At the time of recordation of the Deed of Trust, Borrower occupies the Property and will continue to occupy the Property as their principal residence through the Term (as defined in Section 7 of this Agreement).

Section 6. Insurance Requirements.

(a) Borrower must provide the County with evidence of flood insurance, if applicable.

(c) Borrower will keep the improvements and personal property now existing or later located on the Property insured against loss by fire, vandalism, and malicious mischief by a policy of standard fire and extended all-risk insurance. The policy will be written on a full replacement value basis and will name the County as loss payee as its interest may appear. The full replacement value of the improvements to be insured will be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, the County will have the right to notify Borrower that it elects to have the replacement value re-determined by the insurance company. Subject to the rights of any senior lienholder, the proceeds collected under any insurance policy may be applied by the County to any indebtedness evidenced by this Agreement or secured by the Deed of Trust and in such order as the County may determine, or at the option of the County, the entire amount so collected or any part of the amount may be released to Borrower; provided however, if Borrower is not in default under the Loan Documents, the proceeds will be released to Borrower to repair or rebuild the improvements provided that sufficient additional sources of financing to complete such repair or rebuilding are available to complete such work. Such application or release will not cure or waive any default or notice of default under this Agreement or invalidate any act done pursuant to such notice.

Section 7. Term of Agreement. The term of this Agreement commences on the Effective Date and continues through the seventh (7th) anniversary of the Effective Date subject to any earlier termination or extensions as set forth in this Agreement (the "**Term**"); provided however, all provisions of this Agreement that expressly provide for continuation beyond the termination of this Agreement will survive.

(a) **Extension of Term of Agreement**. Should Borrower opt to extend the term of the Regulatory Agreement, pursuant to Section 3.2(a) of the Regulatory Agreement, the term of this Agreement will automatically be extended to continue through the new date of expiration of the Regulatory Agreement.

Section 8. Termination by Borrower. If during the Term, Borrower desires to no longer participate in the Program and to terminate this Agreement, Borrower will notify the County in writing and will repay the entire outstanding balance of the Construction Component and the full amount of the Permit/Fees Component to the County within ninety (90) days from the date of Borrower's written notification to the County. This Agreement will terminate upon the County's receipt of payment in full of the outstanding Loan balance.

Section 9. Events of Default. Each of the following constitutes a "**Default**" by Borrower under this Agreement:

(a) Borrower fails to pay the principal and other sums payable when such payment is due pursuant to the Note, and such failure continues for fifteen (15) days after County notifies Borrower of the failure in writing.

(b) Borrower fails to duly perform, comply with, or observe any of the conditions, terms, or covenants of the Program Guidelines, the Loan Documents or the Contract between Borrower and the Contract, and such failure continues beyond the expiration of the applicable cure period or if there is no applicable cure period, continues beyond thirty (30) days after written notice from the County specifying the default (provided that, in the event of a shorter cure period as set out below or in other Loan Documents, such shorter cure period prevails).

(c) Any of Borrower's representations or warranties in the Loan Documents and/or in Borrower's application for the Loan will prove to have been untrue in any material respect when made, or Borrower will have concealed any material fact from the County.

(d) The sale, lease, or change in title or ownership of the Property except as provided in Section 5.6 of the Regulatory Agreement.

(e) Borrower's failure to rent the ADU to an Eligible Tenant Household at an Affordable Rent (as those terms are defined in the Regulatory Agreement) in compliance with the Regulatory Agreement.

(f) A default arises under any loan secured by a mortgage, deed of trust, or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerated repayment of such loan.

(g) Subject to Borrower's right to contest the following charges, Borrower's failure to pay taxes or assessments due on the Property or the improvements or failure to pay any other charge that may result in a lien on the Property or the improvements, and Borrower's failure to cure such default within thirty (30) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose on such lien.

Section 10. Remedies.

(a) The occurrence of any Default following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, relieve the County of any obligation to make or continue the Loan and will give the County the right to proceed with any and all remedies available under law, in equity, or set forth in this Agreement and the Loan Documents, including but not limited to the following:

(i) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest on the Note, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(ii) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(iii) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand for reimbursement, Borrower will reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest on the funds advanced from the date of expenditure until the date of reimbursement at the Default Rate (as defined in the Note).

(b) Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County.

(c) No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver of the County rights or remedies, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 11. Indemnification. Borrower agrees to accept all responsibility for loss, damage or injury to any person or entity, and to the greatest extent permitted by law, Borrower will indemnify, defend (with counsel approved by the County) and hold the County and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with this Agreement, the construction work, the ADU, or any failure to perform any obligation as and when required by the Loan Documents. Borrower's indemnification obligations set forth in this Section: (i) will survive the expiration or earlier termination of this Agreement; and

(ii) will not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The County does not and will not waive any rights against Borrower that the County may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by the County, or the deposit with the County by Borrower, of any of the insurance policies described in the Loan Documents.

Section 12. General Provisions.

(a) Titles. The titles and article or section headings are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular provisions to which they refer.

(b) Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

(c) Applicable Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action with respect to this Agreement is the Federal and State Courts for Napa County.

(d) Attorneys' Fees. In the event any action or proceeding in court or other dispute resolution mechanism permitted under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party in such action or proceeding will be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection with such action or proceeding, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which will include the reasonable costs for services of the County's in-house counsel).

(e) Modifications. This Agreement may not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by both of the Parties in the same manner as this Agreement is executed.

(f) Waivers. Any waiver by the County of any term or provision of this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or Default under this Agreement or to pursue any remedy allowed under this Agreement or applicable law. Waiver of a breach or Default under this Agreement will not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Any extension of time granted to Borrower to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement.

(g) Time. In all matters under this Agreement, the Parties agree that time is of the essence. References in this Agreement to days will be to calendar days. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week on which the County of Napa is open to the public for carrying on substantially all business functions (a "Business Day"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action will be the

next succeeding Business Day. In no event will a Saturday or Sunday be considered a Business Day.

(h) Exhibits. The following exhibit is attached to this Agreement and incorporated into this Agreement by reference: Exhibit A: Legal Description of the Property

(i) Entire Understanding of the Parties. The Loan Documents constitute the entire agreement of the Parties with respect to the Loan.

(j) Notices. Except for any notice, demand, or communication required under applicable law to be given in another matter, all notices, demands, and communications to be sent pursuant to this Agreement will be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All notices demands or communications will be sent by: (i) personal delivery, with a delivery receipt; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account with a delivery receipt. Delivery will be deemed to have occurred on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date on which the item was returned as undeliverable. Either Party may change the address to which notices are to be sent by notifying the other Parties of the new address, in the manner set forth above

County: County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

Borrower: At the Property address.

(k) Each Party's Role in Drafting the Agreement. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time, or any other state law, or common law principle) will not apply to the interpretation of this Agreement.

(l) County Approval. The County Board of Supervisors has authorized the County Executive Officer, and in their absence or unavailability, the Assistant County Executive Officer, to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement. Any consents or approvals required under this Agreement will not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

(m) Parties Not Co-Venturers; Independent Contractor; No Agency Relationship; No Third-Party Beneficiaries. Nothing in this Agreement is intended to or will establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and the County will not be construed as a joint venture, equity venture, partnership or any other relationship. The County neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party. This Agreement is not intended to, nor will it establish any third-party beneficiaries. Borrower will at no time pretend to be or hold themselves out as an employee or agent of the

County. Except as the County may specify in writing, Borrower will not have any authority to act as an agent of the County or to bind the County to any obligation.

(n) Non-Liability of the County and County Officials, Employees and Agents. No elected and appointed officer, official, employee, agent, consultant, contractor or representative of the County will be personally liable to Borrower or any successor in interest of Borrower, in the event of any default or breach by the County, or for any amount of money which may become due to Borrower or Borrower's successor or for any obligation of the County under this Agreement.

(o) Joint and Several Obligations. If more than one person has executed this Agreement as Borrower, the obligations of each such person under this Agreement will be joint and several.

(p) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, and all of which taken together will constitute one and the same instrument.

(q) Borrower Signatures. The individual(s) executing this Agreement on behalf of Borrower represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on Borrower.

[Signatures on following page.]

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

COUNTY:

COUNTY OF NAPA, a political subdivision of the State of California

By: _____

Ryan Alsop, County Executive Officer

APPROVED AS TO FORM BY:
County Counsel

_____
Silva Darbinian, Deputy County Counsel

BORROWER:

_____

By: _____

Name :_____

Its: _____

Exhibit A

PROPERTY

(Insert legal description.)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

No fee for recording pursuant to
Government Code Section 27383

PERFORMANCE DEED OF TRUST
(Affordable Accessory Dwelling Unit)

THIS DEED OF TRUST ("Deed of Trust") is dated as of _____ 20__, by _____ ("Trustor"), whose address is _____, _____ ("Trustee"), whose address is and the County of Napa ("Beneficiary"), whose address is 1195 Third Street, Suite 310, Napa, CA. Attention: County Executive Officer.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, that certain real property ("Property") in the County of Napa, State of California, described as:

(See Legal Description - Exhibit "A")

FOR THE PURPOSE OF SECURING:

(a) The performance of each agreement and obligation contained in this Deed of Trust;

(b) The performance of each agreement and obligation contained in that Affordable Accessory Dwelling Unit Loan Agreement between the Trustor and the Beneficiary of even date with this Deed of Trust (the "Loan Agreement"); and

(c) The performance of each agreement, obligation, and covenant of Trustor under that certain Agreement Containing Covenants and Restrictions Governing Rental of Affordable Accessory Dwelling Unit ("Regulatory Agreement") of even date with this Deed of Trust and recorded concurrently with this Deed of Trust affecting the Property.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

2. Payment of Liens and Taxes. To pay all taxes and assessments affecting the Property prior to such payments becoming due, including assessments on appurtenant water stock, all

encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including reasonable attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That Trustor will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreements. The Note, Loan Agreement, and Regulatory Agreement are incorporated in this Deed of Trust by reference and made a part of this Deed of Trust, although not attached. Copies are on file in the office of the Beneficiary.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans, and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations after the expiration of any applicable notice or cure period pursuant to the Loan Agreement shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any amounts secured by this Deed of Trust.

8. Full Reconveyance. Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been performed in full, surrender of this Deed of Trust, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default, which continues beyond any applicable notice and cure periods, by Trustor in payment of any amounts

secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such uncured default, Beneficiary may, without notice and without regard to the adequacy of the security for the amounts secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any amounts secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default; Foreclosure. Upon material default by Trustor in the performance of any obligation under the Loan Agreement, the Regulatory Agreement or this Deed of Trust, after the expiration of any and all applicable notice or cure periods, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this section, including costs of procuring evidence of title incurred in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Except as provided in the Regulatory Agreement, should Trustor agree to or actually sell, convey, transfer, or dispose of, or further encumber the Property, or any part of it, or any interest in it, without first obtaining the written consent of the Beneficiary, then all obligations secured by this Deed of Trust may be declared due and payable, at the option of the Beneficiary. Consent to one transaction of; this type will not constitute a waiver of the right to require consent to future or successive transactions.

12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the County of Napa and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor

or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers, and duties.

14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions. Further, the recitals shall be binding and conclusive upon Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under any deeds of trust executed by Trustor concerning the Property be mailed to:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

18. Hazardous Materials . Trustor will keep and maintain the Property in compliance with all Hazardous Materials Laws (as defined below) and will not cause or permit the Property to be in violation of any Hazardous Materials Law. For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes, toxic substances and any materials or substances defined as hazardous materials, hazardous substances, or toxic substances under any applicable federal, state or local laws, ordinances, or regulations relating to any hazardous materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments as of this date and to be added in the future and any successor statute or rule or

regulation promulgated ("Hazardous Materials Law"). All claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials are referred to as "Hazardous Materials Claims". Trustor will indemnify and hold harmless Beneficiary and its board members, directors, officers, employees, agents, consultant, successors, and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; and (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property.

19. Choice of Law. This Deed of Trust will be governed by and construed in accordance with the laws of the State of California.

20. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

[SIGNATURES ON FOLLOWING PAGE]

TRUSTOR:

_____
Name: _____

_____
Name:

ACKNOWLEDGMENT

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

State of California)
)
County of Napa)

On _____, 2022, before me, _____, notary public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California)
)
County of Napa)

On _____, 2022, before me, _____, notary public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

Property Description

That certain real property situated in the County of Napa, State of California, described as follows

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

No fee for recording pursuant to
Government Code Section 27383

AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT

THIS AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT (the "**Agreement**") is made and entered into as of _____, 20__(the "**Effective Date**"), by and between the County of Napa, a political subdivision of the State of California (the "**County**"), and _____, or any successor in interest (collectively, the "**Owner**"). The County and the Owner are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Pursuant to County Board of Supervisors Resolution No. XXXX-XX, the County operates an Affordable Accessory Dwelling Unit Forgivable Loan Program (the "**Program**") for the purpose of encouraging the production of affordable units in Napa County by easing the financial burden required for and incentivizing the creation of accessory dwelling units ("**ADUs**") on parcels with new or existing owner-occupied single-family homes located in the County.

B. Owner is the fee owner of that certain property in the County of Napa, at _____, which is more particularly described in Exhibit A (the "**Property**") and has applied to participate in the Program. The County has reviewed the Owner's application to participate in the Program and has determined that Owner is eligible to participate in the Program.

C. The County and Owner have entered into a certain Affordable Accessory Dwelling Unit Loan Agreement, dated as of ___, 20_, (the "**AADU Agreement**") whereby the County has agreed to provide Owner with an Affordable Housing Loan in the amount of $_____ (the "**Loan**") for the construction of and other costs related to the development of an ADU on the Property in return for the Owner's agreement to rent the ADU to a Low Income Household at an Affordable Rent, as those terms are defined in Article 1 of this Agreement.

D. As of the Effective Date, two (2) housing units are located, or will be constructed, on the Property. One unit will be referred to in this Agreement as the "**Primary Unit**" and the other unit will be referred to in this Agreement as the "**Accessory Dwelling Unit**". The Primary Unit is the principal residence of Owner.

E. The AADU Agreement provides that the Owner will record this Agreement and a performance deed of trust (the "Deed of Trust") against the Property with respect to the Loan.

F. This Agreement is required to be entered into by the County and the Owner, and recorded in the Official Records against the Property, in accordance with the requirements of the County's AADU Forgivable Loan Program Guidelines ("**Program Guidelines**").

NOW THEREFORE, it is agreed by and between the Parties as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the terms set forth below will have the following meanings (other defined terms in this Agreement not referenced below will have the meanings where first used).

1.1 "Affordable Rent" means the maximum allowable Rent for the Accessory Dwelling Unit, equal to one-twelfth (1/12th) of thirty percent (30%) of seventy percent (80%) of the Median Household Income, adjusted for assumed household size, as follows: (a) Studio—1 person; ((b) 1 bedroom—2 persons; and (c) 2 bedrooms—4 persons, as determined by the County and provider to the Owner on an annual basis.

1.2 "Eligible Household" means a household that has been determined to be eligible to be a Tenant of the Accessory Dwelling Unit as a Low Income Household.

1.3 "HCD" means the State of California Department of Housing and Community Development, or any successor

1.4 "HUD" means the U.S. Department of Housing and Urban Development, or any successor.

1.5 "Low Income Household" means a household whose income does not exceed the low income limits applicable to Napa County, adjusted for household size, as determined by HUD and published annually by HCD. As of the Effective Date, such income limit is approximately equal to eighty percent (80%) of Median Household Income.

1.6 "Median Household Income" means median yearly income in Napa County as determined by HUD and published by HCD.

1.7 "Rent" means the total monthly payment by the Tenant of the Accessory Dwelling Unit for all of the following: (1) use and occupancy of the Accessory Dwelling Unit and land and all facilities associated with the Accessory Dwelling Unit, including but not limited to parking, storage, and use of any common areas; (2) any separately charged fees or service charges assessed by the Owner to the Tenant, except security deposits; (3) any other interest, taxes, fees, or charges for use of the Property or associated facilities that are assessed by a public or private entity other than the Owner and paid by the Tenant.

1.8 "Tenant" means an Eligible Household entitled by written or oral agreement with the Owner to have the exclusive right to occupy the Accessory Dwelling Unit as a home or residence to the exclusion of all others.

1.9 "Transferee" has the meaning set forth in Section 5.6

ARTICLE 2
OWNER'S OBLIGATIONS

2.1 Rental of Accessory Dwelling Unit to Eligible Households. The Owner will ensure that the Accessory Dwelling Unit is rented to, and occupied by, Eligible Households in accordance with this Agreement. The Owner will not use the Accessory Dwelling Unit for any other purpose other than as set forth in this Agreement; provided, however, nothing in this Agreement will be deemed to prohibit the Accessory Dwelling Unit from being vacant so long as such vacant Accessory Dwelling Unit is not used by Owner (or any other person) for any purpose, including, but not limited to use by the Owner in conjunction with the use and occupancy of the Primary Unit. Except as set forth in the preceding sentence nothing in this Agreement limits the use or occupancy of the Primary Unit.

(a) Income Certification. The Owner will not enter into a lease or rental agreement, or receive Rent from a Tenant, for the Accessory Dwelling Unit unless the Owner has made a good faith effort to verify that the income provided by an applicant in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the three most recent pay periods; (2) obtain an income tax return for the most recent tax year; (3) obtain an income verification form from the applicant's current employer; (4) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (5) if the applicant is unemployed and has no such tax return, obtain another form of independent verification acceptable to the County. Copies of tenant income certifications will be available to the County upon request.

(b) Maximum Allowable Rent. The maximum Rent charged to the Tenant of the Accessory Dwelling Unit will not exceed Affordable Rent.

(c) Increased Income of Tenants. If, upon recertification of a Tenant's income pursuant to Section 2.2, the Owner determines that the Tenant's household income has increased and exceeds the qualifying income for a Low Income Household, then such Tenant will continue to be considered an "Eligible Household", and will be permitted to continue to occupy the Accessory Dwelling Unit, at the rent set forth in subsection (c), above; provided, however, nothing in this Agreement will prohibit the Owner from terminating such tenancy upon the expiration of such Tenant's lease. Following such Tenant's vacancy, the Owner will lease the Accessory Dwelling Unit to an Eligible Household.

(d) Information. At the request of the Owner, the County will provide the Owner with the low and very low income limits applicable to Napa County, adjusted for household size, as published from time to time by HCD.

2.2 Lease Provisions. The Owner will enter into a written lease with the Tenant for the ADU (the “ADU Lease”) and will attach to the ADU Lease the form of Tenant lease addendum (the "Tenant Lease Addendum”) attached to this Agreement as Exhibit C. The provisions of the Tenant Lease Addendum will prevail over and supersede any provisions of the the ADU Lease. Failure by the Owner to attach the Tenant Lease Addendum to the ADU Lease or to comply with the terms of the Tenant Lease Addendum will be a default under this Agreement.

2.3 Inspection. For purposes of confirming compliance with this Agreement, the Accessory Dwelling Unit will be made available by Owner to be inspected by the County during regular business hours upon seventy-two (72) hours' written notice; provided, however, that any such inspection will occur only once during any twelve (12) calendar month period unless: (i) the County receives a complaint that a Tenant is occupying the Accessory Dwelling Unit in violation of this Agreement (or that the Owner is otherwise violating this Agreement); or (ii) a new Tenant is occupying the Accessory Dwelling Unit, in which case County may re-inspect. The Owner irrevocably grants the County (and its agents) a right of entry to enter the Property for the purposes of such inspection.

2.4 Records. The Owner will maintain reasonably complete and accurate records pertaining to such rental of the Accessory Dwelling Unit throughout the duration of each tenancy. Owner will permit any authorized representative of the County to inspect such records of any current Tenant upon reasonable notice, including those resident files pertaining to said rental, for the purpose of confirming compliance with the terms, conditions and covenants of this Agreement.

2.5 Assignments and Subletting. The Owner will at no time permit the Tenant to assign its leasehold interest in the Accessory Dwelling Unit or to sublet all or a portion of the Accessory Dwelling Unit to any person other than to another Eligible Household. Owner will have the right to approve or disapprove any proposed assignment or sublease at Owner's sole discretion; provided that prior to approving any proposed assignment or sublease, Owner will comply with the provisions of Section 2.1 above to obtain County approval of the eligibility of the proposed assignee or sub-lessee.

2.6 Agreement to Limitation on Rents.

(a) The Owner acknowledges that the Property received the Affordable Housing Loan as a direct financial contribution. Sections 1954.52(b) and 1954.53(a)(2) of the Costa-Hawkins Act provide that, where an owner has received a direct financial contribution, certain provisions of the Costa-Hawkins Act do not apply if a property owner has so agreed by contract. The Owner agrees to limit the Rents for the Accessory Dwelling Unit, as provided in this Agreement, in consideration of the Property's receipt of the direct financial contribution and further agrees that any limitations on Rents imposed on the Accessory Dwelling Unit are in conformance with the Costa-Hawkins Act.

(b) The Owner further warrants and covenants that the terms of this Agreement are fully enforceable. The Owner agrees and acknowledges that the County would not have provided the Affordable Housing Loan without the obligation to record this Agreement and the Deed of Trust against the Property in the Official Records, and that in providing the Affordable Housing Loan, the County was relying on the restrictions imposed on the Accessory Dwelling Unit by this Agreement.

2.7 Deeds. Owner acknowledges that this Agreement will be recorded in the Official Records against the Property, and any deed transferring any fee interest in the Property will include the following language; provided, however, the failure to include the following language will not limit, waive, or impair the obligations set forth in this Agreement:

> NOTICE: THE ACCESSORY DWELLING UNIT ON THIS PROPERTY IS REQUIRED TO BE RENTED TO PERSONS MEETING CERTAIN ELIGIBILITY REQUIREMENTS AT A BELOW-MARKET RATE RENT, PURSUANT TO THE COUNTY OF NAPA CODE.

FOR MORE INFORMATION, SEE THE AGREEMENT RECORDED AGAINST THIS PROPERTY ENTITLED "AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT". THE RESTRICTIONS SET FORTH IN SUCH AGREEMENT BIND ALL HEIRS AND SUCCESSORS TO THIS DEED.

ARTICLE 3
TERM

3.1 Term. Except as outlined in Section 3.2 below, this Agreement will become effective as of the Effective Date and will remain in full force and effect for a term of five (5) years following the recordation of this Agreement in the Official Records unless the County elects, in the County's sole discretion, to terminate this Agreement by written instrument recorded in the Official Records.

3.2 Option of Term Extension. While the Term of this Agreement is five (5) years, the County will forgive the Loan monthly. For each month that the Accessory Dwelling Unit is leased to an Eligible Household at an Affordable Rent in accordance with the terms of this Agreement, the County will forgive one-sixtieth (1/60) of the Loan. If, upon the expiration of the Term of this Agreement, there have been one or more periods of vacancy of the Accessory Dwelling Unit such that the Owner has an unforgiven Loan balance, the Owner will have the option to either:

(a) Extend the Term of this Agreement (and therefore the applicability of its provisions) by the total length of the period(s) of vacancy; or

(b) Pay to the County an amount equal to the total outstanding unforgiven balance of the Loan, including any interest due under the Note, in exchange for the County's immediate extinguishment of this Agreement.

ARTICLE 4
DEFAULT

4.1 Violations by Owner. Failure of the Owner to cure any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a written notice of default from the County (or such longer period of time up to an additional sixty (60) days as may be necessary to remedy such default, provided that the Owner has commenced action during the thirty (30) days necessary to remedy such default, and the Owner is proceeding with reasonable diligence to remedy such default) will constitute a default under this Agreement.

4.2 Remedies. Subject to the applicable notice and cure period set forth above, the County may exercise any and all remedies available to it at law or equity with respect to the Owner's failure to satisfy the terms of this Agreement. Owner acknowledges that any breach in Owner's performance of Owner's obligations under this Agreement will cause irreparable harm to the County, and materially impair the public policy objectives set forth in the Napa County Code. Therefore, Owner agrees that the County is entitled to equitable relief in the form of specific performance, and that an award of damages may not be adequate to compensate the County for Owner's failure to perform according to the terms of this Agreement.

Notwithstanding the foregoing, the County, in its sole and absolute discretion, may elect the appropriate remedy for Owner's default under this Agreement.

ARTICLE 5
GENERAL PROVISIONS

5.1 Notices. Except for any notice, demand, or communication required under applicable law to be given in another matter, all notices, demands, and communications to be sent pursuant to this Agreement will be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All notices demands or communications will be sent by: (i) personal delivery, with a delivery receipt; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account with a delivery receipt. Delivery will be deemed to have occurred on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date on which the item was returned as undeliverable. Either Party may change the address to which notices are to be sent by notifying the other Parties of the new address, in the manner set forth above.

County: County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

Borrower: At the Property address.

5.2 Entire Agreement. The Recitals set forth above, and all exhibits attached to this Agreement, are incorporated into this Agreement by this reference. This Agreement contains the entire agreement between the Parties as to the subject matter of this Agreement and supersedes any and all prior arrangements and understandings between the Parties, and no other agreement, statement or promise made by either Party to this Agreement which is not contained in this Agreement will be binding or valid provided, however, that nothing in this Section limits the effect or enforceability of the County of Napa Code. This Agreement will not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time) will not apply to the interpretation of this Agreement.

5.3 Amendment. This Agreement may be amended only by the written agreement of the Parties.

5.4 Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable pursuant to any California statute which became effective after the Effective

Date, the remaining portions of this Agreement will nevertheless remain in full force and effect to the greatest extent allowed by law.

5.5 Waiver. The waiver of or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provisions of this Agreement.

5.6 Covenant Running with the Land. The covenants and conditions in this Agreement contained will apply to and bind, during their respective periods of fee ownership, Owner and their heirs, executors, administrators, successors, transferees, and assignees (each a "Transferee") having or acquiring any right, title or interest in or to any part of the Property, whether by operation of law or in any manner whatsoever, and will run with and burden the Property for the entire Term unless or until released in accordance with Article 3. All of the provisions of this Agreement will be enforceable as equitable servitudes and will constitute covenants running with the land pursuant to applicable laws, including without limitation Section 1468 of the California Civil Code. Each covenant to do, or to refrain from doing, some act on the Property under this Agreement: (a) is for the benefit of the Property and is a burden on the Property, (b) runs with the Property, and (c) is binding upon each Party and each successive owner during its ownership of the Property or any portion of the Property and will be a benefit to and a burden upon each Party and the Property under this Agreement and each other person or entity succeeding in an interest to the Property.

5.7 Assignment and Assumption; Release. Provided that a Transferee expressly assumes Owner's obligations under this Agreement pursuant to an assignment and assumption agreement in a form approved by the County in connection with the transfer of any part of the Property, the Owner will be released from all obligations following the recordation of such assignment and assumption agreement in the Official Records.

5.8 Non-Discrimination. The Accessory Dwelling Unit will be available for occupancy to members of the general public. The Owner will not give preference to any particular class or group of persons in renting the Accessory Dwelling Unit or selling the Property, except to the extent that the Accessory Dwelling Unit is required to be rented to Eligible Households; provided, however, there will be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age, ancestry, disability, or any other basis prohibited by the Fair Housing Act or the Fair Employment and Housing Act in the leasing, transferring, use, occupancy, tenure, or enjoyment of the Accessory Dwelling Unit nor will the Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Tenants of the Accessory Dwelling Unit. The Owner has agreed to the obligations set forth in this Section in consideration for the direct financial contribution of the Affordable Housing Loan.

5.9 Relationship of Parties. Nothing contained in this Agreement will be deemed or construed by the Parties or any third party to create the relationship of principal and agent or of partnership or of joint venture or of association. The relationship of the Parties is that of an owner of real property and an administrator of a County affordable housing program. Owner further acknowledges, understands and agrees that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Accessory Dwelling Unit (or any other portion of the Property). The County owes no duty of care to protect Owner

against negligent, faulty, inadequate or defective building or construction or any condition of the Property and Owner agrees that neither Owner, or Owner's heirs, successors or assigns will ever claim, have or assert any right or action against the County for any loss, damage or other matter arising out of or resulting from any condition of the Property and will hold the County harmless from any liability, loss or damage as set forth in Section 5.10. Any review by the County of any documents submitted by the Owner to the County pursuant to this Agreement, including, but not limited to any Tenant Lease, is solely to confirm compliance with the requirements of this Agreement and will not be deemed to be a representation of any kind of the validity or legal enforceability of such document(s).

5.10 *Indemnification. Owner agrees to accept all responsibility for loss, damage or injury to any person or entity, and to the greatest extent permitted by law, Owner will indemnify, defend (with counsel approved by the County) and hold the County and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with this Agreement, the construction work, the Accessory Dwelling Unit, or any failure to perform any obligation as and when required by the Loan Documents. Owner's indemnification obligations set forth in this Section: (i) will survive the expiration or earlier termination of this Agreement; and (ii) will not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The County does not and will not waive any rights against Owner that the County may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by the County, or the deposit with the County by Owner, of any of the insurance policies described in the Loan Documents.*

5.11 Applicable Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action with respect to this Agreement is the Federal and State Courts for Napa County.

5.12 Attorneys' Fees and Costs. In the event any action or proceeding in court or other dispute resolution mechanism permitted under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party in such action or proceeding will be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection with such action or proceeding, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which will include the reasonable costs for services of the County's in-house counsel).

5.13 Time is of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence. References in this Agreement to days will be to calendar days. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week on which the County of Napa is open to the public for carrying on substantially all business functions (a "Business Day"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other

action will be the next succeeding Business Day. In no event will a Saturday or Sunday be considered a Business Day.

5.14 Interpretation. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter will not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference to "including". The headings of this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions of this Agreement. All pronouns and variations of them will be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the Party or Parties may require.

5.15 Government Standards. In the event any standard established and maintained by any governmental agency which is necessary to give effect to this Agreement ceases to exist, and no comparable replacement is issued, the Parties will create a replacement standard utilizing the formula and factors previously used to create the discontinued standard.

5.16 No Limitation on Municipal Powers. Nothing in this Agreement will limit, waive, or otherwise impair the authority and discretion of: (a) the County's Building Department, in connection with the review and approval of any proposed construction plans for the Property (or any change to such plans), or any use, or proposed use, of the Property; or (b) any other office or department of the County acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Property.

5.17 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts, which will constitute one and the same agreement.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

COUNTY:

COUNTY OF NAPA, a political subdivision of the State of California

By: _____

__
David Morrison, County Executive Officer

APPROVED AS TO FORM BY:
County Counsel

_____
Silva Darbinian, Deputy County Counsel

OWNER:

_____

By: _____

Name: _____

By: _____

Name: _____

(Signatures must be notarized)

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Name: Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Name: Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[To be Inserted]

EXHIBIT B

FORM OF OWNER CERTIFICATION

To: County of Napa (the "County")

From: _____[name of owner(s)] (the "Owner(s)")

Address of Property: _____("Property")

Date: _____

By signature below, I/we _____[insert name or names of Owner(s)] certify to the County, under penalty of perjury, that the Accessory dwelling unit located on the Property (the "Accessory Dwelling Unit") is being utilized in accordance with the "Agreement Containing Covenants and Restrictions Governing Rental of Affordable Accessory Dwelling Unit" (the "Agreement") recorded against the Property.

In accordance with Section 2.2 of the Agreement, I/we provide the following information regarding the Accessory Dwelling Unit:

1. Tenant name: _____

2. Size of Tenant's household: _____

3. Accessory Dwelling Unit size (number of bedrooms): _____

4. Date Accessory Dwelling Unit first occupied by Tenant:_____

5. A copy of the Tenant's annual income certification is attached.

This Owner Certification is signed on _____, 20__, under penalty of perjury.

By: _____

Owner signature
Date: _____

EXHIBIT C

TENANT LEASE ADDENDUM

This Lease Addendum is attached to and incorporated in that certain lease for the Accessory Dwelling Unit located at _____, between _____the ("Owner") and _____(the "Tenant"), dated _____(the "ADU Lease"). To the extent that any provision in the ADU Lease is not consistent with or otherwise violates the terms of this Addendum the terms of this Lease Addendum, the terms of this Lease Addendum shall supersede the terms of the ADU Lease and will be binding upon the Owner and the Tenant. A violation of this Lease Addendum by either the Owner or the Tenant will be a violation of the ADU Lease.

(a) The initial term of the ADU Lease is a minimum of twelve (12) months from the date of initial occupancy of the Accessory Dwelling Unit by the Tenant, unless a greater initial term is provided in the ADU Lease;

(b) The Rent for the Accessory Dwelling Unit may not be raised more often than once every twelve (12) months. The Owner will provide the Tenant with at least sixty (60) days written notice of any increase in Rent, and any Rent increase will not violate the limitations imposed by this the following documents executed by the Owner and the County of Napa with respect to the Accessory Dwelling Unit: (1) Loan Agreement; (2) Promissory Note; (3) Deed of Trust; and (4) this Agreement.

(c) With respect to the Accessory Dwelling Unit (or any portion of the Accessory Dwelling Unit) the Tenant will not: (i) sublease it, except as permitted by Section 2.5, below; (ii) use it as a "transient commercial occupancy" (as such term is defined in Section 18.104.410(B)(3) of the County of Napa Code, as may be amended from time to time); (iii) use it for tourist or transient use, or any other short-term rental; and (iii) list it on any "hosting platform" (as defined in California Business & Professions Code 22590, as may be amended from time to time), including, but not limited to any Internet-based "hosting platform", such as "airbnb.com", or any similar service;

(d) The Tenant must provide an annual certification to the Owner that the Tenant continues to occupy the unit as the Tenant's primary residence;

[SIGNATURES ON FOLLOWING PAGE]

The Owner and the Tenant have executed this Tenant Lease Addendum as of_____, 20__.

OWNER:

_____

Name: _____

TENANT:

_____

Name: _____

PROMISSORY NOTE
NAPA COUNTY AFFORDABLE ACCESSORY DWELLING UNIT
LOAN PROGRAM

ADMINISTRATIVE COVER SHEET

(Remove Upon Completion)

BLANK LINES: CHECKLIST:

_____ Amount of Loan, p. 1, upper left

_____ Date of Document, p. 1, upper right

_____ Borrower's Name, p. 1, first paragraph

_____ Amount of Loan, p. 1, first paragraph

_____ Amount of Loan, p. 1, Section 1

_____ First Payment Date, p. 1, Section 3(a)

_____ Conversion Date, p.1, Section 3(a)

_____ Interest Reserve, p.1, Section 3(a)

_____ Maturity Date, p.1, Section 3(b)

_____ Amortization Period, p.2, Section 3(b)

_____ County, p.2, Section 4

_____ Signatures, p.5

_____ Amortization Schedule, Schedule A

SECURED PROMISSORY NOTE
(Affordable Accessory Dwelling Unit Forgivable Loan Program)

THE TERMS OF THIS PROMISSORY NOTE CONTAIN A BALOON PAYMENT

$_____

FOR VALUE RECEIVED, the undersigned _____("Borrower") promises to pay to the order of the County of Napa, a political subdivision of the State of California ("Holder"), the principal amount of _____Dollars ($_____) plus interest on the principal amount pursuant to Section 2 below.

1. Loan Agreement; Security Agreement. This Promissory Note is made as of _____ __, 20___(the "Effective Date") pursuant to a Loan Agreement dated as the same Effective Date as this Promissory Note between the Borrower and the Holder (the "Loan Agreement"). This Promissory Note is secured by a Deed of Trust, Security Agreement, and Fixture Filing dated as the same Effective Date as this Promissory Note (the "Deed of Trust") and is subject to the terms of that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as the same Effective Date as this Promissory Note (the "Regulatory Agreement"), which will encumber the Property to secure the repayment of the Loan and performance of the covenants of the Loan documents. All capitalized terms used but not defined in this Promissory Note have the meanings set forth in the Loan Agreement. This Promissory Note, the Loan Agreement, the Deed of Trust, and the Regulatory Agreement are sometimes referred to collectively in this Promissory Note as the "Loan Documents".

2. Borrower's Obligation. This Promissory Note evidences Borrower's obligation to repay Holder the principal amount of _____Dollars ($_____) with interest for the funds loaned to Borrower by Holder to finance the construction of an Accessory Dwelling Unit (the "ADU") on Borrower's Property pursuant to the terms of the Loan Agreement (the "AADU Loan").

3. Forgiveness; Maturity Date.

(a) Forgiveness. Commencing on the 1st day of the first month following the later of: (i) the Effective Date of the Loan Agreement; or (ii) the date of first occupancy of the ADU, and each anniversary of that date thereafter during the Term, the Borrower will submit an Annual Certification to the Holder with information regrading occupancy as required by the Regulatory Agreement. Provided that: (i) the Borrower is not in default under the Loan Documents; and (ii) the Borrower has continuously operated the ADU in compliance with the terms of the Regulatory Agreement and the Program Guidelines, no payments will be due under this Promissory Note. If Borrower has complied with the requirements of the Loan documents (including cure of any Events of Default) during the entire Term of the Loan Agreement, as evidence by the Annual Reports, all sums otherwise due under this Promissory Note or any other Loan Documents will be forgiven by Holder. For each month during the Term that Borrower operates the ADU in accordance with the Regulatory Agreement, Holder will forgive one-sixtieth (1/60) of the principal and the interest on that month's principal amount of the Loan. Upon the Borrower's full repayment of the Loan or upon the Holder's forgiveness of the entire outstanding balance of the Loan, Holder will mark this Promissory Note as "Canceled" and will return this Promissory Note to the Borrower.

(b) Balance Due. Unless forgiven pursuant to Section 3(a), all outstanding principal and interest accrued on the Loan will be due in full at the end of the Term (except if Borrower elects to extend the Term pursuant to Section 3.2(a) of the Regulatory Agreement), or upon Holder declaration of Default pursuant to Article 4.

(c) Balloon Payment. Borrower acknowledges that the unpaid principal amount of this Loan and all unpaid interest accrued on the unpaid or unforgiven principal of the Loan will be immediately due and payable to Lender in full as one balloon payment on the Maturity Date.

4. Interest.

(d) Subject to the provisions of Subsection (b) below, the AADU Loan bears simple interest at a fixed rate of three percent (3%) per annum (the "Interest Rate") from the date of disbursement until full repayment of the principal balance of the AADU Loan.

(e) If a Default occurs, interest will accrue on all amounts due under this Promissory Note as of the date of a Default and continuing until such time as the AADU Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%) per annum, compounded annually and the highest rate permitted by law (the "Default Rate").

5. Assignment and Assumption. Pursuant to the terms of the Regulatory Agreement, the AADU Loan may be assumed by a transferee who occupies the Primary Unit as their residence and enters enter into an assumption agreement as provided in the Regulatory Agreement. If the transferee does not meet the assumption terms required by the Regulatory Agreement, Borrower must repay the outstanding balance of principal and accrued interest remaining on this Promissory Note on or before the date of transfer.

6. Security. This Promissory Note, with interest, is secured by the Deed of Trust on the Property. Upon execution, the Deed of Trust will be recorded in the official records of Napa County, California. Upon recordation of the Deed of Trust, this Promissory Note will become nonrecourse to Borrower.

7. Terms of Payment.

(a) Borrower will make all payments due under this Promissory Note in currency of the United States of America to Holder at Department of Housing & Homeless Services at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558, Attention: Director of Housing & Homeless Services, or to such other place as Holder may from time to time designate.

(b) All payments on this Promissory Note are without expense to Holder. Borrower will pay all costs and expenses, including re-conveyance fees and reasonable attorneys' fees of Holder, incurred in connection with the enforcement of this Promissory Note and the release of any security of this Promissory Note.

(c) The obligations of Borrower under this Promissory Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Promissory Note for any reason.

8. Prepayment. Borrower may without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this

Promissory Note. Prepayments will be applied first to any unpaid costs and fees then due, then to accrued interest, and then to principal.

9. Default; Acceleration.

(a) Upon the occurrence of a Default, the entire unpaid principal balance, together with all interest on the outstanding principal balance, and together with all other sums then payable under this Promissory Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 9(a) above or any other remedy provided by law upon the occurrence of a Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

10. Waivers; Attorneys' Fees.

(a) Borrower waives diligence, presentment, protest, and demand, and notice of protest, notice of demand, notice of dishonor ,and notice of non-payment of this Promissory Note. Borrower expressly agrees that this Promissory Note or any payment under this Promissory Note may be extended from time to time, and that Holder may accept further security or release any security for this Promissory Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Promissory Note or any installment under this Promissory Note made by agreement of Holder with any person now or later liable for payment of this Promissory Note must not operate to release, discharge, modify, change, or affect the original liability of Borrower under this Promissory Note, either in whole or in part.

(c) If an action is instituted on this Promissory Note, Borrower promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may later designate as provided in the Loan Agreement.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Promissory Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and will be binding upon them and their successors and assigns.

(d) The relationship of Borrower and Holder under this Promissory Note is solely that of borrower and lender, and the indebtedness evidenced by this Promissory Note and secured by the Deed of Trust will in no manner make Holder the partner or joint venturer of Borrower.

(e) If any term of this Promissory Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

(f) This Promissory Note is governed by the laws of the State of California.

(g) The times for the performance of any obligations under this Promissory Note are to be strictly construed, time being of the essence.

(h) The Loan Documents, of which this Promissory Note is a part, contain the entire agreement between Borrower and Lender as to the Loan. This Promissory Note may not be modified except upon the written consent of Borrower and Lender.

[signature on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the Effective Date.

Borrower:

By: _____

Name: _____

Borrower:

By: _____

Name: _____

SCHEDULE A

Monthly Amortization Payments of Interest and Principal

Get up to $105,000 as a forgivable loan to build an ADU that is kept affordable for 5 years

Benefits of building an affordable ADU:

- Increase value of your ~~home~~property
- Create an additional revenue stream for your household
- Provide much needed affordable workforce housing ~~in desirable residential neighborhoods~~
- Promote sustainable, compact development and reduce the environmental impact large-scale housing developments
- Create long-term housing flexibility on your property
- Reduce the cost of building an ADU with a loan that doesn't need to be paid back after renting the unit to a low-income resident for 5 years

Who is eligible?

Any homeowner living full-time in a single-family home in Napa County who commits to renting the new ADU~~unit~~ at an affordable rent for 5 years.

Who can live in the ADU?

Any Napa County household earning up to 80% of Area Median Income; family members of homeowner ***are*** allowed to occupy unit.

Household size	Income limit*
1	$ ~~74,700~~ $89, 750
2	~~$85,400~~ $102,550
3	~~$96,050~~ $115,350
4	~~$106,700~~ $128,150

For larger households, consult Napa County ADU Forgivable Loan Program staff.
This data is as of ~~January 2023~~April 2025. Figures are updated annually by HCD in April.

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ADU Forgivable Loan Program Benefits

ADU Size	~~Studio~~	1 Bedroom	2 Bedroom +
Typical square footage	400 sq ft	600 sq ft	800 sq ft
Projected Development Cost*	$260,000~~$180,000~~	$299,000~~$265,000~~	$368,000~~$340,000~~
Base Forgivable Loan	~~$25,000~~	$60,000	$85,000
~~Incentive Loan~~Rebate Amount	~~$20,000~~	$20,000	$20,000
~~Call IFA ADU grant~~	~~$40,000~~	~~$40,000~~	~~$40,000~~
~~TOTAL ADU incentives~~Forgivable Loan Total ADU Rebates	~~$45,000~~$85,000	$~~120,000~~ $80,00	~~$145,000~~ $105,000
Remaining cost to homeowner	$~~215,000~~95,000	~~$145,000~~ $219,000	~~$195,000~~ $263,000
Monthly rent (subject to modest annual increases)	~~$1,764~~	~~$2,015~~ $2,563	~~$2,519~~ $2,884
Average monthly expenses	~~$1,200~~$1,300	~~$1,700~~$2,100	$2,300~~$2,000~~
Monthly cash flow after loan payments**	$~~470~~$1,323	$1,345~~$210~~	$1,582~~150~~

*This varies widely and just for illustrative purposes.

**Estimates that vary widely and can be significantly higher when unit is rented at market rate after 5 years.

What other benefits does the Affordable ADU Loan Program provide?

In addition ~~for~~ to a loan that is forgiven after renting the unit to a low-income tenant for 5 years, the County's Affordable ADU Loan Program provides:

- Robust technical assistance to support homeowners with planning, building, leasing and management of their ADU rental.
- Tenant match-up support, connecting interested, income-eligible local workforce applicants with homeowners ready to rent out their ADU after construction.
- Reimbursement for building and impact fees for ADUs built in the unincorporated County.
- ~~Funds to pay for a pre-reviewed ADU design.~~
- Funds to assist with closing costs for homeowners seeking conventional funding as a part of their

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project financing.

- ~~Funds to assist with installing energy efficient heat pump and/or solar.~~
- Funds to assist with the establishment of Managed Construction Escrow Services
- Funds to assist with installing energy efficient heat pumps, ~~and/or~~ solar, and/or other green-energy features (see Rebates below for more information.).

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- **Applicant expectations:**
  - ~~Homeowner~~ Applicant must build ~~building~~ the ADU on same property as their primary residence.
  - ~~Intends to~~ Applicant must ~~intend to continue living living~~live ~~-~~ in the primary residence~~main home~~ and rent~~s~~ out the ADU to qualified tenant(s) through the term of the 5 year affordability agreement.
  - ~~Attends~~Complete online educational webinars/assigned courses providing overview and technical assistance for~~about~~ ADU development and property management.
  - Have all funding to pay for remaining costs of building ADU deposited into an approved Managed Construction Escrow Account at the time of loan closing.~~, which can be accessed through the CalHFA ADU Loan Program, Redwood Credit Union, and a wide variety of other lenders. Homeowners can also use personal savings or borrow funds from family or friends.~~

Questions?

AADU Loan Program | Napa County, CA (countyofnapa.org)

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I. Loan Program Summary

A. The County of Napa is offering Affordable Accessory Dwelling Unit ("AADU") Forgivable Loans to homeowners who do the following:

1. Build a new ADU at their residence.
2. Commit to rent the unit to an individual or household earning up to 80% of Area Median Income (AMI), and
3. Commit to a maximum monthly rental rate equal to or less than rent that is Affordable Rent for 80% AMI households for a period of at least five (5) years. The loan proceeds will offset a portion of the homeowner's cost of construction of the ADU.

B. An AADU Forgivable Loan is a construction loan that ranges in amount based on a Base Loan amount per the number of bedrooms and the Incentive Loan amounts based on additional criteria as outlined below:

Maximum AADU Loans:

~~$25,000 for a Studio ADU~~
$60,000 for a 1 Bedroom ADU
$85,000 for a 2 Bedroom ADU

C. Homeowners participating in the program are eligible for the following additional ~~incentives~~rebates: (see "Additional ~~Incentives~~Rebates" below for further information)

1. For permit fees for homeowners building an ADU within the planning jurisdiction of Napa County (the unincorporated County). **Value: up to $10,000**
2. ~~For the use of pre-reviewed plans from Napa Sonoma ADU. **Value: up to $2,500**~~
3. ~~3.~~2. For closing costs and fees related to conventional loan financing. **Value up to $2,500**
4. ~~For administrative costs of a managed construction escrow account. **Value: up to $2,500**~~
5. ~~For securing CalHFA State grant funds for the project. **Value: up to $2,500**.~~
3. For the ~~installment~~installtion of solar power and energy storage system as the primary power supply for the ADU. Value up to: $2,500
4. For the installment of a heat pump instead of a conventional HVAC system. Value up to: $2,500
5. For the use of high-efficiency insulation and windows, green roof, tankless water heater, and/or use of sustainable materials (reclaimed wood, bamboo flooring, or cork to improve insulation and reduce environmental impact. Value up to $2,500.

Maximum possible rebate ~~incentive loan~~ amounts above Base Loans: $~~XX,000~~20,000~~17,500~~
(actual additional amounts will very by project size, financing and design elements.

D. In exchange for the AADU Forgivable Loan, the ~~homeowner~~ applicant agrees to rent the finished ADU at a maximum monthly rent that is affordable to households earning up to 80% of Area Median Income (AMI). This amount is set by the California Department of Housing and Community Development (HCD) each

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year and is updated and published annually in April. Maximum rent refers to the full amount paid by the tenant for rent, including utilities, parking fees and other charges.

~~For 2022~~As of April 2025, maximum affordable rent is ~~$1,764 for a Studio ADU~~, ~~$2,015~~$ 2 5 6 3 for a 1- Bedroom ADU and ~~$2,519~~$2,884 for a 2-bedroom ADU. (These maximum rents will increase each year when new income limits are published. All homeowners participating in the program will receive notice of the new maximum rates each year they are participating in the program.)

E. The applicant agrees to a 5-year rental affordability covenant placed on the ADU and to rent the unit at an Affordable Rent for 60 months (excluding periods of vacancy, for example after one tenant moves out and before a new one moves in).

~~E.~~F. ~~After~~ Unit cannot remain vacant for longer than 6 consecutive months following completion of construction or tenant-leaseholder turnover. 7+ consecutive months of unit vacancy will result in a notice of default. ~~of vacancy, or 12 months of vacancy cumulative over the course of the loan, the loan is considered in default and a notice of default shall be issued.~~

~~F.~~G. The loan is available to homeowners anywhere within the geographic boundary of Napa County.

H. Applicants who meet program requirements will be awarded forgivable loan funds upon approval of application.

I. Homeowners are only eligible for one AADU Program loan at their primary residence.

~~G.~~J. Loans are not transferable to new property owners. In the event an existing borrower sells their home, the County loan balance must be repaid at the time of sale closing.

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II. General Information

A. Overview

1. To better address the need for housing that is affordable to low-income constituents in Napa County ("the County") seeks to encourage the production of housing that is affordable throughout the County by incentivizing the creation of accessory dwelling units ("ADUs") through the Napa County Affordable ADU Forgivable Loan Program (the "Program").

B. Key Contact Information

1. Homeowner(s) and/or potential borrowers under the Program are encouraged to consult with County staff in the process via the contact information below:

AADU Loan Program | Napa County, CA (countyofnapa.org)



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C. Definition

1. Accessory Dwelling Unit (ADU): Napa County Code Section 18.08.550 refers to an accessory dwelling unit as a "second unit" and defines it as set forth in California Government Code Section 65852.2(j)(1) or successor provision; according to both, an ADU is a residential dwelling unit which provides complete independent living facilities

for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel, or parcels, as a primary dwelling unit is situated. The ADU may be attached or detached.

2. Program Supported Unit: Refers to any ADU supported by a Napa County Affordable ADU Forgivable Loan Program.

3. Affordability Covenant: An agreement between Napa County and a property owner to restrict the price of a housing unit, among other conditions, for a given period. Once the covenant is satisfied, the property owner may choose to rent the unit at any price otherwise allowed by law.

4. Affordable Rent: Affordable rent is generally defined as rent for housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities, and adjusted for household size.

5. Forgivable Loan: A loan provided to a homeowner that is forgiven over time in exchange for compliance with provisions described elsewhere in this document.

6. Maximum Renter Household Income: The maximum household income of a household living in an ADU, determined based on reported income by the household upon applying to rent the unit. The Maximum Renter Household Income is 80% of Area Median Income (AMI) for Napa County, as defined by the California Department of Housing and Community Development (HCD). In ~~2022~~2025, this ranges from ~~$66,880~~$89,750 for a 1-person household to ~~$85,960~~$115,350 for a 3-person household, etc.

7. Minimum Rental Period of Affordability: A homeowner must agree, by signing an Affordability Covenant, to renting an ADU at an affordable rent for at least 60 months, meaning the unit is occupied by a resident paying an affordable rent for at least 60 months.

8. Minimum Lease Term: The minimum commitment a homeowner may make with a tenant in a Program-supported ADU is 12 months; this Minimum Lease Term is notwithstanding the Minimum Rental Period of Affordability, which requires the unit to be rented for 60 months at an affordable rent.

9. Projected Total Development Cost: The estimated cost of all aspects of building an ADU, including design, engineering, local fees, construction materials, construction labor

10. Managed Construction Escrow Account

a) A third-party holding account for funds for a construction project. This account holds funds for the project until specific terms are met, then releases those funds to the contractor. Having funds in escrow helps guarantee that funds will be available for the project and restricted funds are properly used. The financing company, the title company, project owner, and even the contractor may request an escrow account. This account is funded before the work begins based on the projected budget for the project. Managed Construction Escrow Accounts are also often used in new construction. For example, when building a new home, the lending institution will use a construction escrow account. When the project is completed and passes inspection, the funds are released to the contractor.

b) When the contractor is ready to receive funds for completed work, they submit a pay application or request a "draw" from the escrow company. Upon the managed construction escrow provider's approval of each building phase, the contractor can request a draw of funds to pay off building costs such as contractor bids, excavation costs, and permit fees. This request is reviewed by the escrow company for the bank. Then, an onsite inspection may happen to ensure the amount requested matches the work completed.

c) A Managed Construction Escrow Account benefits the homeowner, lender(s) and the contractor. For the homeowner, the account provides certainty the contractor(s) will be paid without having to do a lot of legwork. For the lender(s), the account ensures checks- and-balances on funding being applied to specific approved funding uses. Finally, when working on a project with an escrow account, the contractor has certainty that the full project is funded.

III. Transaction Underwriting Guidelines

A. Pre-Application

1. An applicant seeking a Program loan from the County of Napa must follow the steps listed below to submit a Pre-Application:
   a) Go to the AADU Loan Program website (countyofnapa.org)
   b) Utilize the Napa ADU calculator tool (Napa/Sonoma: Calculator (calculator.napasonomaadu.org) to estimate the cost of constructing a rental ADU.
   c) Schedule a Feasibility Consultation with Napa Sonoma ADU. During this consultation, homeowners will meet with an ADU expert 1:1 at the property or virtually (homeowner preference) and receive a customized written ADU feasibility report. Consult has a $350 value and is provided at no-cost to homeowners interested in applying for the AADU Loan Program.

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B. Application Require Steps- Application: Pre- Approval

1. Upon completion of the Feasibility Consultation, applicant ~~homeowner~~ will utilize the County's online application system and submit request for funding based on AADU size, indicate which additional ~~loan incentives~~rebates are sought, execute an intent to commit to a five-year affordability covenant on the AADU, and upload the feasibility consult report and project budget.
2. County staff will review the application and ~~provide host~~schedule a 30 minute virtual or in-person project consultation ~~with~~between County program staff and applicants (all applicants are required to attend, including ~~both members of a single~~all property owners listed on the deed of trust ~~household if jointly applying~~). ~~and County program staff followed~~Following the initial consultation and any required changes to the application, approved projects will receive ~~by~~ a ~~pre-approval authorization~~Reservation of Funds and letter, reserving available Program Loan funds for the individual project for a period of 180~~90~~ days.
3. During the 180~~90~~-day ~~Pre-Approval~~Reservation of Funds period, and before moving to final loan approval, ~~,~~ ~~homeowner~~applicant(s) ~~shall~~ need to complete the following project-related steps:
    a) ~~secure all project financing, establish a Managed Construction Escrow Account, and c~~Complete ~~three~~ assigned ~~homeowner~~applicant education classes. Classes are at no-cost to homeowners with Pre-Approval for the County AADU Forgivable Loan. Classes include technical assistance with Financing, Construction Management, ~~and~~ Post-Construction/ Lease-Landlord Management, Managed Construction Escrow Accounts, Neighborly Portal Assistance and How to Certify an Eligible Tenant~~.~~
    b) Finalize ADU plan set and finalize project budget including identification of General Contractor.
    c) Secure all additional project funding sources necessary for the total construction cost of the ADU.
    d) Submit project budget to County staff for review and confirmation of eligible costs and rebate eligibility.
    e) Establish a Managed Construction Escrow Account.
    f) Secure all permits needed.
    ~~3.~~g)

C. Applicants will have access to no-cost, weekly "office hours" with Napa County program staff to answer any questions about their application and troubleshoot barriers to application completion.

~~4. Homeowner~~Applicants~~s~~ will also have access to no-cost "office hours" with a Napa County Program staff ~~Technical Assistance advisor to answer any questions about their ADU project.~~

~~C.~~**D. Application Required Steps- Application: Final Approval**

1. Once project financing, Managed Construction Escrow Services, permits, plan sets and contract with general contractor and required homeowner education classes are completed, ~~homeowner~~applicant will submit evidence of all ~~three~~ requirements via the online application system.
2. County staff will review all documents and schedule a site-visit to inspect the site of the

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new ADU.

~~2.~~3. Following document review and site visit, staff will ~~and~~ provide final approval on the AADU Forgivable Loan.

~~3.~~4. ~~Homeowner~~Applicant will execute all loan documents and the Affordability Covenant.

4. ~~Homeowner~~Applicants~~s will also have access to no-cost "office hours" with a Technical Assistance advisor~~Napa County Program Staff ~~to answer any questions about their ADU project~~application~~.~~

5. County will release funds to the Managed Construction Escrow Account.

6. ~~Homeowner~~Applicant will have two years from release of funds to complete construction and initiate lease-up.

~~D.~~E. **Eligibility**

1. Eligible Projects
   a) Project must be on a property that is owned and occupied by the applicant as their primary residence. Properties cannot be used for any short or long-term rentals.
   b) Project must be a new ADU created through one or more of the following development opportunities: construction of new ADUs or conversion of existing portions of non-residential structures on the property to an ADU.
      (1) Units under construction are not eligible.
      (2) Units that have already received a certificate of occupancy are not eligible.
      ~~b)~~(3) Unpermitted existing units are not eligible.
   c) Project types to be funded are ADUs built on a property with a single-family home, where the applicant is the homeowner(s), and the applicant commits to renting the unit at an affordable rent to a low-income household earning up to 80% of Area Median Income (AMI), as defined by the Federal Department of Housing and Urban Development (HUD), for at least five years.
   d) Projects funded by this loan program must have all work completed by a construction contractor licensed by the California Contractors State License Board.
   ~~d)~~e) Due to conflict of interest issues, applicants may not be their own General Contractor, nor may they be sub-contractors for any part of the project.

2. Eligible homeowner applicants
   a) Applications are accepted from homeowners occupying a single-family home in Napa County that have met the applicant thresholds elsewhere in the guidelines.
   b) Maximum of one Program loan per parcel.

3. Eligible uses of funding
   a) Eligible uses of Program funding include normal and customary construction expenses, such as:

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(1) Construction materials and labor costs incurred after loan funding.
(2) General contractor fees and overhead, not to exceed 10% of the total project cost, incurred after loan funding.
(3) ~~Demolition necessary for the construction of an ADU~~
(4) Site work costs, such as water/sewer/septic connections, utility improvements, or site leveling as is necessary for the construction of an ADU only. In the event site work includes improvements to systems that are tied to the primary residence, eligible site work costs for the ADU will be calculated by the proportional relationship of the primary residence square footage to the ADU square footage. Only ~~costs~~County- approved costs in ~~overall~~ project budget and incurred after loan funding are eligible.
(5) Permit costs beyond any~~those~~ that are waived through participation in this Program
~~(6)~~ Other hard or soft costs approved at the discretion of the County, as expressly stated in the Letter of Determination.

4. Ineligible uses of funding: The County will determine, in its sole discretion, costs deemed excessive or unreasonable, or uses deemed ineligible. Ineligible uses of funding include, but are not limited to, costs associated with construction items or materials of a luxury nature or furnishings.
5. Eligible tenant households
    a) ~~Households to live in the AADU funded through this loan program~~ Eligible tenant households are those earning up to 80% of Area Median Income, as defined elsewhere in these guidelines.
    b) Eligible tenant households must be income certified by Napa County Program Staff efore a qualifying lease is executed. ~~need to certify their income upon applying for the unit~~. Recertification over the term of an individual tenant lease is not required.
    c) Napa County Program Staff will provide ~~homeowner~~ applicant with a list of documents needed to verify tenant's income, included as Exhibit B. Homeowner will then provide those documents to the County, and Napa County Program Staff ~~which~~ will verify eligibility within 5 business days of submission.
    d) Eligible tenant households may be related to ~~property owner~~applicant.
    e) Upon vacancy of the unit by certified tenant, a new eligible tenant household must be income certified.
    f) Months during which a unit is vacant due to tenant turnover will not count toward the
        60-month affordability requirement.
6. Title report requirement: The County will review a title report for the property.

~~E. Project Priorities~~

~~1. Projects with larger ADUs that can accommodate larger households.~~
~~2. ADUs leveraging the California Housing Finance Agency's (CalHFA's) ADU Grant~~

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~~Program (see Appendix A for more information).~~

~~3. ADUs using a pre-reviewed design from the Napa Sonoma ADU Pre-Reviewed Plans Program (Napa Sonoma ADU Plans Gallery: https://plans.napasonomaadu.org).~~

F. Project underwriting guidelines

1. Loan Terms
   a) Method of financial assistance: Forgivable construction loan
   b) Loan sizing
      (1) The maximum Forgivable Loan shall be the lesser of:
         (a) The base loans for 1 bedroom or 2 bedroom units ~~Projected Total Development Cost of the ADU, according to the specific prototype as defined below.~~
         ~~(b)~~ The actual development cost of the ADU.
      ~~(2) ADUs will be categorized as Studio, 1 Bedroom, or 2 Bedroom with the Projected Total Development Costs according to the Napa Sonoma ADU calculator. These costs shall be updated annually by Napa County staff to adjust for inflation and other market factors.~~

~~*Table 1: Projected development costs for prototype ADUs Source: Napa Sonoma ADU*~~[1]

~~Description~~	~~Projected development cost~~
~~Any studio ADU~~	~~$180,000~~
~~Any 1-bedroom ADU~~	~~$265,000~~
~~Any 2-bedroom (or more) ADU~~	~~$340,000~~

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~~(3)~~(2) Any homeowner applicant who commits to renting the ADU funded by this loan is eligible for the following forgivable loan amounts, based on the prototypes described above.

Table 2: Forgivable loan offered to any homeowner in exchange for a 5-year affordability covenant

	Base Loan Amount	Additional Maximum ~~Incentive~~Rebate Amount	Total Maximum Forgivable Loan
~~Studio~~	~~$25,000~~	~~$20,000~~	~~$45,000~~
1 Bedroom	$60,000	$20,000	$80,000
2 Bedroom	$85,000	$20,000	$105,000

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c) Interest rate: ~~3~~5.0% simple interest, deferred. See below regarding Loan forgiveness.
d) Loan term: The loan term will coincide with the duration of the affordability commitment (5 years/60 months). If the affordability covenant is extended, the loan term will extend commensurately.

e) Loan Forgiveness

(1) ~~For each 12-month period in which the borrower is compliant~~ over the course of 5 years~~;~~ 1/60th (or 1.66%) ~~20%~~ of the Forgivable Loan (Base Loan + Incentive Loan amounts) will be forgiven, including interest. Upon certification of 60 months of program compliance, the full loan shall be forgiven.

(2) A homeowner who has received a forgivable loan may "opt out" of the program at any time by reimbursing the County for remaining portion of the forgivable loan including interest due. At that time, the County will remove the affordability covenant recorded on the homeowner's property.

2. Affordable housing provisions
   a) Term of deed restrictions: All units assisted by the ADU Loan Program will be subject to affordability covenants of 5 years.
   b) The affordability covenant and loan term can be extended to account for periods of vacancy, meaning for each month the unit is vacant, the affordability covenant can be extended for one month.
   c) The affordability covenant ~~will~~ requires that the unit be rented at an affordable price for 60 months to ~~complete~~ meet loan terms and achieve full principle loan balance and accumulated interest forgiveness.
   d) Eligible households: See eligibility section above

G. Termination of Loan

1. The remaining loan balance and accrued unforgiven interest will be immediately due and payable upon:
   a) The sale of the property or change in title/ownership,
   b) Borrower's failure to occupy the main home,
   c) Borrower's failure to rent to an income certified tenant and affordable rent level within 6 months of completion or tenancy vacancy; and
   d) Borrower's breach of any other provisions of the Loan documents that remains uncured.
2. The remaining loan balance and accumulated unforgiven interest shall also be due and payable within 90 calendar days if Borrower notifies County that Borrower has decided to no longer rent the unit as an affordable unit and participate in the program.

H. Insurance Requirements

1. Evidence of all-hazard insurance for full replacement value must be provided by the borrower that names County as loss payee annually for the term of the loan.
2. Evidence of flood insurance must be provided, if applicable annually for the term of the loan.
3. Borrower shall keep all buildings located on the Property insured against loss by fire, vandalism, and malicious mischief by a policy of standard fire and extended all-risk

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insurance annually for the term of the loan. The policy shall be written on a full replacement value basis and shall name Beneficiary as loss payee as its interest may appear. The full replacement value of the Accessory Dwelling Unit to be insured shall be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, the County shall have the right to notify the other borrower that it elects to have the replacement value redetermined by the insurance company. Subject to the rights of any senior lienholder, the proceeds collected under any insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Borrower; provided however, if Borrower is not in default under the Loan Documents, the proceeds shall be released to Borrower to repair or rebuild the Improvements provided that sufficient additional sources of financing to complete such repair or rebuilding are available to complete such work. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

I. Relocation Laws: A County-supported ADU cannot result in displacing any tenant currently residing on the property.

J. Lease Requirements

1. Leases must clearly state that the amount of rent to be charged shall be set at an amount that is affordable to a household at 80% of Area Median Income (AMI) based on the number of bedrooms and occupancy, including utilities, parking fees and other charges. (These maximum rents are determined by HCD. They will increase each year when new income limits are published. All homeowners participating in the program will receive notice of the new maximum rates each year they are participating in the program.)
2. Rental of units is subject to all federal, state, and local fair housing laws and regulations.

IV. Additional ~~Incentives~~ Rebates for Homeowners

A. ~~Fee Waivers~~Unincorporated County building fees:

1. Homeowners building an ADU in unincorporated areas of Napa County are eligible for an additional loan rebate ~~Incentive Loan~~ amount up to $10,000 toward building and impact fees ~~charged~~ assessed by the County.

~~B. Grant for use of pre-approved standard plans from Napa Sonoma ADU~~

~~1. Homeowners building a Program-supported ADU are eligible for an Incentive Loan amount of up to $2,500 for the cost to obtain and use a pre-reviewed plan from Napa Sonoma ADU (Napa-Sonoma-ADU-Plans-Gallery: https://plans.napasonomaadu.org).~~

~~C. Grant for managed construction escrow administration costs~~

~~1. Homeowners building a Program-supported ADU are eligible for an Incentive Loan amount of up to $2,500 to cover the costs of a Managed Construction Escrow~~

~~Account.~~

2. ~~Account must be managed by a qualified lending institution and must include all the funds needed to construct the ADU, including any homeowner contributions such as cash savings or conventional loan funds before the County forgivable loan can be accessed.~~

~~D.~~B. ~~Grant~~ Rebate for conventional loan closing costs and fees

1. ~~Homeowners~~ Applicants ~~building a Program-supported ADU~~ are eligible for an additional loan rebate amount ~~Incentive Loan~~ of up to $2,500 to pay for the closing costs and fees associated with a conventional loan to pay for part of the cost of building an ADU.

C. Rebate for installation of a solar power and energy storage system for the ADU:

1. To encourage energy efficiency, applicants are eligible for an additional loan rebate amount of $2,500 if they design and install a solar ~~energy~~power and solar energy storage system ~~into their project~~as the primary power system for the ADU.

D. Rebate for installation of a heat pump instead of conventional HVAC system:

1. To encourage energy efficiency, applicants are eligible for an additional loan rebate amount of $2,500 if they install a heat pump into their project.

E. Rebate for additional "Green Energy" ADU upgrades:

1. To incentivize additional energy efficiency measures, a rebate of up to $2,500 for the use of high-efficiency insulation and windows, green roof, tankless water heater, and/or use of sustainable materials (reclaimed wood, bamboo flooring, or cork to improve insulation and reduce environmental impact. Applicants may propose additional energy savings measures for rebate eligibility under IV.E. consideration at the time of budget submission.

2.

~~1.~~

~~E. Grant for securing CalHFA grant~~

~~1. Homeowners building a Program-supported ADU and who also secure a grant from the California Housing Finance Agency's (CalHFA) ADU Grant Program are eligible for an Incentive Loan amount of $2,500. (See Exhibit A: CalHFA ADU Financing Program).~~

Exhibit B

To determine that a tenant is eligible for the AADU Forgivable Loan Program, prior to occupancy, the Napa County AADU Program Staff shall review and ~~keep on file~~retain for the necessary document-retention period all documentation ~~which provides~~confirming proof of employment and income eligibility for each adult tenant-household member. The applicant must provide the following:

1. Internal Revenue Service's Form 1040 Individual Income Tax Return from most recent tax year

2. ~~Three~~ Six (~~3~~6) most recent pay stubs

~~2.~~3. Benefits Summary (Unemployment, Social Security, State Disability, etc.)

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~~The~~Napa ~~-~~County AADU Program Staff may also request any of the following documentation:

1. Executed Employment Verification Form (signed by Employer(s)) to verify physical work address in those instances when a P.O. Box or different work location is provided, to verify number of working hours for part-time positions and/or other unusual circumstances.
2. Employer(s) name, address, telephone, and dates of employment
3. A valid form of picture identification
4. W-2 Wage Information

If any of the above required information is not available, the applicant shall provide other documentation as requested by ~~the~~ County AADU Program Staff~~.~~

ACCESSORY DWELLING UNIT LOAN AGREEMENT
(Affordable Accessory Dwelling Unit Forgivable Loan Program)

This Accessory Dwelling Unit Loan Agreement (this "**Agreement**") is entered into as of _____, 20__ (the "**Effective Date**"), by and between the County of Napa, a political subdivision of the State of California (the "**County**"), and _____ ("**Borrower**"). The County and Borrower are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Pursuant to County Board of Supervisors Resolution No. XXXX-XX, the County operates an Affordable Accessory Dwelling Unit Forgivable Loan Program (the "**Program**") for the purpose of encouraging the production of affordable units in Napa County by easing the financial burden required for and incentivizing the creation of accessory dwelling units ("**ADUs**") on parcels with new or existing owner-occupied single-family homes located in the County.

B. Under the Program, the County provides participating eligible homeowners with financing in the form for a forgivable, deferred payment loan to finance a portion of the cost to create an ADU on the homeowner's property. The Program requires the newly created ADU to be rented to an eligible low-income household in accordance with the County's AADU Forgivable Loan Program Guidelines (**"Program Guidelines**").

C. Borrower is the owner and occupant of the single-family home located in the County at _____(as more particularly described in Exhibit A attached to this Agreement, the "**Property**"), and has applied to participate in the Program. The County has reviewed the Borrower's application to participate in the Program and has determined that Borrower is eligible to participate in the Program.

D. In accordance with the terms and conditions set forth in this Agreement and the Program Guidelines (which are incorporated in this Agreement by this reference), the County has agreed to provide a loan to the Borrower to finance the construction of an ADU on the Property.

E. The Parties wish to enter into this Agreement in order to set forth the terms and conditions of Borrower's participation in the Program, Borrower's obligations with respect to the use of the loan proceeds and construction of the ADU, and the County's role with respect to the Program administration and oversight of the construction work.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Incorporation of Recitals. The Parties acknowledge the accuracy of the Recitals, which by this reference are incorporated into this Agreement.

Section 2. **Loan**. The County will provide a loan to Borrower in an amount not to exceed **[_____Dollars ($_____)]** (the "**Loan**") to finance the construction of an ADU on the Property. As more particularly described in the Note (defined below), the Loan will be a deferred payment, ~~three~~ five percent (5~~3~~%) interest loan forgivable over a five (5) year term provided that Borrower complies with the rent and occupancy restrictions set forth in the Regulatory Agreement (defined below). Borrower will execute and deliver to the County a Secured Promissory Note in the amount of the Loan, in a form provided by the County (the

"**Note**"), and will execute a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, in a form provided by the County (the "**Deed of Trust**"), to secure Borrower's obligations. Borrower and the County will enter into an Affordable Housing Regulatory Agreement and Restrictive Covenants that imposes rent and occupancy restrictions, in a form provided by the County (the "**Regulatory Agreement**"), to evidence affordability and occupancy requirements. This Agreement, the Note, the Deed of Trust, and the Regulatory Agreement are collectively referred to in this Agreement as the "**Loan Documents**." The Deed of Trust and Regulatory Agreement will be recorded against the Property concurrently with the closing of the Loan, to secure compliance with the Program Guidelines and the Loan Documents, and repayment of the Loan upon the occurrence of a Default (as defined below in Section 11). The terms of the Note, Deed of Trust, and Regulatory Agreement are all incorporated into this Agreement by reference.

(a) Loan Components. The Loan consists of the following components:

(i) The "**Base Component**" is the portion of the Loan in an amount not to exceed [_____Dollars ($_____)] that is being made available to Borrower to fund construction of the [~~*Studio,*~~ *1-bedroon or 2-bedroom*] ADU in accordance with a construction contract to be executed by and between Borrower and a County approved contractor ("**Contractor**"). Among other requirements, the Contractor must be licensed by the California Contractors State License Board.

(ii) The "**Incentives Component**" is the portion of the Loan in an amount not to exceed [_____Dollars ($_____)] that is being made available to Borrower to fund: (1) building permits and fees associated with the construction and operation of the ADU; (2) use of pre-reviewed plans from Napa Sonoma ADU Center (www.napasonomaadu.org), if applicable; (3) closing costs and fees related to conventional loan financing, if applicable; and (4) the cost of securing California Housing Financing Authority ("CalHFA") state grant funds, if applicable.

Section 3. Conditions Precedent to Disbursement of Loan Proceeds. The County's obligation to disburse the Loan Proceeds to the Managed Construction Escrow Account (as defined below) are expressly conditioned upon the satisfaction or written waiver by the County of the following conditions precedent:

(a) No Material Adverse Change**.** There exists no material adverse change in the financial condition of Borrower from that shown by data and other information furnished by Borrower to the County prior to the Effective Date of this Agreement.

(b) No Breach. There exists no condition, event, act, or omission which constitutes a breach or Default (as defined in Section 9 of this Agreement) under any of the Loan Documents, or which would constitute such a breach or Default after notice or the lapse of time or both.

(c) Loan Documents. Borrower has executed, acknowledged (as applicable), and delivered to the County all of the Loan documents, and the Deed of Trust and Regulatory Agreement will be recorded against the Property in the Napa County Recorder's Office concurrently with the close of escrow of the Loan.

(d) Managed Construction Escrow Account. Borrower has furnished to the County information for an established Managed Construction Escrow Account. For the purposes of this Agreement, a "**Managed Construction Escrow Account**" refers to a County approved third party holding an account for funds for construction of the ADU. Borrower is required to establish and provide proof of a Managed Construction Escrow Account even if, outside of the Base Component, Borrower intends to fund construction of the ADU with cash.

(e) Insurance. Borrower has furnished to the County evidence of insurance coverage satisfying the requirements of Section 6 below.

(f) Lender's Policy. Borrower has procured and delivered to the County an ALTA Lender's Policy of Title Insurance, together with such endorsements as the County may require, in an amount equal to the principal amount of the Loan, insuring the priority of the Deed of Trust and Regulatory Agreement as liens or charges upon the Property, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Such policy will be issued by a title insurer reasonably approved by the County.

(f) Permits. Borrower has received all permits, including but not limited to building permits, necessary to perform the construction of the ADU.

(g) Other Financing. If Borrower is utilizing financing other than the Loan proceeds for the construction of the ADU, Borrower has provided documentation to the County's satisfaction that undisbursed proceeds of the Loan, together other funds or firm commitments for funds that Borrower has obtained, are not less than the amount that is necessary to pay for construction of the ADU.

Section 4. Compliance with Approved Construction Plans; Disbursement and Use of Loan Proceeds. Provided that all of the conditions precedent to disbursement of the Loan proceeds in Section 3 above have been either satisfied or waived in writing by the County, the County will disburse the Base Component and the Additional Incentives Component to the Managed Construction Escrow Account.

(a) Time Limits for Use of Loan Proceeds. The Borrower will have two (2) years from the date of that the County releases the Loan proceeds to the Managed Construction Escrow Account to complete construction and initiate lease-up of the ADU.

(b) Base Component Eligible Uses. Borrower will use the proceeds from the Base Component of the Loan only for following Eligible Uses:

(i) Construction materials and labor;

(ii) General contractor fees and overhead, not to exceed ten percent (10%) of the construction cost of the ADU;

(iii) Demolition necessary for the construction of the ADU;

(iv) Site work, such as water, sewer, or septic connections; utility improvements; or site leveling as is necessary for the construction of the ADU;

(v) Permit costs beyond those that are provided through participation in the Program; and

(vi) Other hard or soft costs approved at the discretion of the County.

(c) Ineligible Uses. The County will determine, in its sole discretion, costs deemed excessive or unreasonable, or uses deemed ineligible. Ineligible uses of the Loan proceeds include, but are not limited to, costs associated with construction items or materials of a luxury nature or furnishings. Ineligible costs included in project costs will be noted by the County and provided to the managed construction escrow provider at the time of loan funding. Should the County determine that Loan proceeds will not or cannot be used for the Eligible Uses described in Borrower's application, Borrower will return the Loan proceeds upon the County's written demand. Borrower's failure to return such proceeds within fifteen (15) days following the County's written demand will constitute a Default (as defined in Section 9 of this Agreement) entitling the County to pursue remedies pursuant to Section 10 of this Agreement.

(d) Contractor Drawdown of Proceeds. When Borrower's contractor is ready to receive funds for completed work, the contractor must submit a pay application to or request a "draw" from the escrow company. The managed construction escrow provider will approve the request based on approved projects costs and issue the funds in a timely manner. An onsite inspection may be required and completed after the request is made and before disbursement to ensure the amount requested matches the work completed. Quarterly summaries of disbursements from the managed escrow provider shall be provided to the County.

(e) Incentives Component Eligible Uses. Borrower will use the proceeds from the Incentives Component of the Loan for the following:

- ☐ $_____for building permits and fees;
- ☐ $ _____for purchase of plans from Napa Sonoma ADU Center;
- ☐ $ _____for closing costs and fees for conventional loan;
- ☐ $_____for costs related to securing CalHFA grant funds;
- ☐ $_____for costs related to securing managed construction escrow services.

Section 5. Representations and Warranties. Borrower represents and warrants to the County as follows, which representations and warranties will be true and correct as of the Effective Date and acknowledges, understands, and agrees that the representations and warranties set forth in this Section are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Except for mortgages secured by the Property and other liens previously disclosed to the County, there are no other liens or monetary judgments recorded against the Property.

(b) At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Property.

(c) At the time of recordation of the Deed of Trust, Borrower occupies the Property and will continue to occupy the Property as their principal residence through the Term (as defined in Section 7 of this Agreement).

Section 6. Insurance Requirements.

(a) Borrower must provide the County with evidence of flood insurance, if applicable.

(c) Borrower will keep the improvements and personal property now existing or later located on the Property insured against loss by fire, vandalism, and malicious mischief by a policy of standard fire and extended all-risk insurance. The policy will be written on a full replacement value basis and will name the County as loss payee as its interest may appear. The full replacement value of the improvements to be insured will be determined by the company issuing the policy at the time the policy is initially obtained. Not more frequently than once every two (2) years, the County will have the right to notify Borrower that it elects to have the replacement value re-determined by the insurance company. Subject to the rights of any senior lienholder, the proceeds collected under any insurance policy may be applied by the County to any indebtedness evidenced by this Agreement or secured by the Deed of Trust and in such order as the County may determine, or at the option of the County, the entire amount so collected or any part of the amount may be released to Borrower; provided however, if Borrower is not in default under the Loan Documents, the proceeds will be released to Borrower to repair or rebuild the improvements provided that sufficient additional sources of financing to complete such repair or rebuilding are available to complete such work. Such application or release will not cure or waive any default or notice of default under this Agreement or invalidate any act done pursuant to such notice.

Section 7. Term of Agreement. The term of this Agreement commences on the Effective Date and continues through the seventh (7th) anniversary of the Effective Date subject to any earlier termination or extensions as set forth in this Agreement (the "**Term**"); provided however, all provisions of this Agreement that expressly provide for continuation beyond the termination of this Agreement will survive.

(a) **Extension of Term of Agreement**. Should Borrower opt to extend the term of the Regulatory Agreement, pursuant to Section 3.2(a) of the Regulatory Agreement, the term of this Agreement will automatically be extended to continue through the new date of expiration of the Regulatory Agreement.

Section 8. Termination by Borrower. If during the Term, Borrower desires to no longer participate in the Program and to terminate this Agreement, Borrower will notify the County in writing and will repay the entire outstanding balance of the Construction Component and the full amount of the Permit/Fees Component to the County within ninety (90) days from the date of Borrower's written notification to the County. This Agreement will terminate upon the County's receipt of payment in full of the outstanding Loan balance.

Section 9. Events of Default. Each of the following constitutes a "**Default**" by Borrower under this Agreement:

(a) Borrower fails to pay the principal and other sums payable when such payment is due pursuant to the Note, and such failure continues for fifteen (15) days after County notifies Borrower of the failure in writing.

(b) Borrower fails to duly perform, comply with, or observe any of the conditions, terms, or covenants of the Program Guidelines, the Loan Documents or the Contract between Borrower and the Contract, and such failure continues beyond the expiration of the applicable cure period or if there is no applicable cure period, continues beyond thirty (30) days after written notice from the County specifying the default (provided that, in the event of a shorter cure period as set out below or in other Loan Documents, such shorter cure period prevails).

(c) Any of Borrower's representations or warranties in the Loan Documents and/or in Borrower's application for the Loan will prove to have been untrue in any material respect when made, or Borrower will have concealed any material fact from the County.

(d) The sale, lease, or change in title or ownership of the Property except as provided in Section 5.6 of the Regulatory Agreement.

(e) Borrower's failure to rent the ADU to an Eligible Tenant Household at an Affordable Rent (as those terms are defined in the Regulatory Agreement) in compliance with the Regulatory Agreement.

(f) A default arises under any loan secured by a mortgage, deed of trust, or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerated repayment of such loan.

(g) Subject to Borrower's right to contest the following charges, Borrower's failure to pay taxes or assessments due on the Property or the improvements or failure to pay any other charge that may result in a lien on the Property or the improvements, and Borrower's failure to cure such default within thirty (30) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose on such lien.

Section 10. Remedies.

(a) The occurrence of any Default following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, relieve the County of any obligation to make or continue the Loan and will give the County the right to proceed with any and all remedies available under law, in equity, or set forth in this Agreement and the Loan Documents, including but not limited to the following:

(i) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest on the Note, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(ii) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(iii) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand for reimbursement, Borrower will reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest on the funds advanced from the date of expenditure until the date of reimbursement at the Default Rate (as defined in the Note).

(b) Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County.

(c) No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver of the County rights or remedies, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 11. Indemnification. Borrower agrees to accept all responsibility for loss, damage or injury to any person or entity, and to the greatest extent permitted by law, Borrower will indemnify, defend (with counsel approved by the County) and hold the County and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with this Agreement, the construction work, the ADU, or any failure to perform any obligation as and when required by the Loan Documents. Borrower's indemnification obligations set forth in this Section: (i) will survive the expiration or earlier termination of this Agreement; and

(ii) will not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The County does not and will not waive any rights against Borrower that the County may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by the County, or the deposit with the County by Borrower, of any of the insurance policies described in the Loan Documents.

Section 12. General Provisions.

(a) Titles. The titles and article or section headings are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular provisions to which they refer.

(b) Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

(c) Applicable Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action with respect to this Agreement is the Federal and State Courts for Napa County.

(d) Attorneys' Fees. In the event any action or proceeding in court or other dispute resolution mechanism permitted under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party in such action or proceeding will be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection with such action or proceeding, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which will include the reasonable costs for services of the County's in-house counsel).

(e) Modifications. This Agreement may not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by both of the Parties in the same manner as this Agreement is executed.

(f) Waivers. Any waiver by the County of any term or provision of this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or Default under this Agreement or to pursue any remedy allowed under this Agreement or applicable law. Waiver of a breach or Default under this Agreement will not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Any extension of time granted to Borrower to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement.

(g) Time. In all matters under this Agreement, the Parties agree that time is of the essence. References in this Agreement to days will be to calendar days. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week on which the County of Napa is open to the public for carrying on substantially all business functions (a "Business Day"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action will be the

next succeeding Business Day. In no event will a Saturday or Sunday be considered a Business Day.

(h) Exhibits. The following exhibit is attached to this Agreement and incorporated into this Agreement by reference: Exhibit A: Legal Description of the Property

(i) Entire Understanding of the Parties. The Loan Documents constitute the entire agreement of the Parties with respect to the Loan.

(j) Notices. Except for any notice, demand, or communication required under applicable law to be given in another matter, all notices, demands, and communications to be sent pursuant to this Agreement will be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All notices demands or communications will be sent by: (i) personal delivery, with a delivery receipt; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account with a delivery receipt. Delivery will be deemed to have occurred on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date on which the item was returned as undeliverable. Either Party may change the address to which notices are to be sent by notifying the other Parties of the new address, in the manner set forth above

County: County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

Borrower: At the Property address.

(k) Each Party's Role in Drafting the Agreement. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time, or any other state law, or common law principle) will not apply to the interpretation of this Agreement.

(l) County Approval. The County Board of Supervisors has authorized the County Executive Officer, and in their absence or unavailability, the Assistant County Executive Officer, to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement. Any consents or approvals required under this Agreement will not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

(m) Parties Not Co-Venturers; Independent Contractor; No Agency Relationship; No Third-Party Beneficiaries. Nothing in this Agreement is intended to or will establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Borrower and the County will not be construed as a joint venture, equity venture, partnership or any other relationship. The County neither undertakes nor assumes any responsibility or duty to Borrower (except as expressly provided in this Agreement) or to any third party. This Agreement is not intended to, nor will it establish any third-party beneficiaries. Borrower will at no time pretend to be or hold themselves out as an employee or agent of the

County. Except as the County may specify in writing, Borrower will not have any authority to act as an agent of the County or to bind the County to any obligation.

(n) Non-Liability of the County and County Officials, Employees and Agents. No elected and appointed officer, official, employee, agent, consultant, contractor or representative of the County will be personally liable to Borrower or any successor in interest of Borrower, in the event of any default or breach by the County, or for any amount of money which may become due to Borrower or Borrower's successor or for any obligation of the County under this Agreement.

(o) Joint and Several Obligations. If more than one person has executed this Agreement as Borrower, the obligations of each such person under this Agreement will be joint and several.

(p) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, and all of which taken together will constitute one and the same instrument.

(q) Borrower Signatures. The individual(s) executing this Agreement on behalf of Borrower represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on Borrower.

[Signatures on following page.]

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

COUNTY:

COUNTY OF NAPA, a political subdivision of the State of California

By: _____

~~David Morrison~~Ryan Alsop, ~~Interim~~ County Executive Officer

APPROVED AS TO FORM BY:
County Counsel

_____
Silva Darbinian, Deputy County Counsel

BORROWER:

_____

By: _____

Name :_____

Its: _____

1515\03\3431656.4

Exhibit A

PROPERTY

(Insert legal description.)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

No fee for recording pursuant to
Government Code Section 27383

PERFORMANCE DEED OF TRUST
(Affordable Accessory Dwelling Unit)

THIS DEED OF TRUST ("Deed of Trust") is dated as of _____ 20__, by _____ ("Trustor"), whose address is _____, _____ ("Trustee"), whose address is and the County of Napa ("Beneficiary"), whose address is 1195 Third Street, Suite 310, Napa, CA. Attention: County Executive Officer.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, that certain real property ("Property") in the County of Napa, State of California, described as:

(See Legal Description - Exhibit "A")

FOR THE PURPOSE OF SECURING:

(a) The performance of each agreement and obligation contained in this Deed of Trust;

(b) The performance of each agreement and obligation contained in that Affordable Accessory Dwelling Unit Loan Agreement between the Trustor and the Beneficiary of even date with this Deed of Trust (the "Loan Agreement"); and

(c) The performance of each agreement, obligation, and covenant of Trustor under that certain Agreement Containing Covenants and Restrictions Governing Rental of Affordable Accessory Dwelling Unit ("Regulatory Agreement") of even date with this Deed of Trust and recorded concurrently with this Deed of Trust affecting the Property.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

2. Payment of Liens and Taxes. To pay all taxes and assessments affecting the Property prior to such payments becoming due, including assessments on appurtenant water stock, all

encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including reasonable attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That Trustor will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreements. The Note, Loan Agreement, and Regulatory Agreement are incorporated in this Deed of Trust by reference and made a part of this Deed of Trust, although not attached. Copies are on file in the office of the Beneficiary.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans, and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations after the expiration of any applicable notice or cure period pursuant to the Loan Agreement shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any amounts secured by this Deed of Trust.

8. Full Reconveyance. Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been performed in full, surrender of this Deed of Trust, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default, which continues beyond any applicable notice and cure periods, by Trustor in payment of any amounts

secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such uncured default, Beneficiary may, without notice and without regard to the adequacy of the security for the amounts secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any amounts secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default; Foreclosure. Upon material default by Trustor in the performance of any obligation under the Loan Agreement, the Regulatory Agreement or this Deed of Trust, after the expiration of any and all applicable notice or cure periods, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this section, including costs of procuring evidence of title incurred in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Except as provided in the Regulatory Agreement, should Trustor agree to or actually sell, convey, transfer, or dispose of, or further encumber the Property, or any part of it, or any interest in it, without first obtaining the written consent of the Beneficiary, then all obligations secured by this Deed of Trust may be declared due and payable, at the option of the Beneficiary. Consent to one transaction of; this type will not constitute a waiver of the right to require consent to future or successive transactions.

12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the County of Napa and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor

or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers, and duties.

14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions. Further, the recitals shall be binding and conclusive upon Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under any deeds of trust executed by Trustor concerning the Property be mailed to:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

18. Hazardous Materials . Trustor will keep and maintain the Property in compliance with all Hazardous Materials Laws (as defined below) and will not cause or permit the Property to be in violation of any Hazardous Materials Law. For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes, toxic substances and any materials or substances defined as hazardous materials, hazardous substances, or toxic substances under any applicable federal, state or local laws, ordinances, or regulations relating to any hazardous materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments as of this date and to be added in the future and any successor statute or rule or

regulation promulgated ("Hazardous Materials Law"). All claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials are referred to as "Hazardous Materials Claims". Trustor will indemnify and hold harmless Beneficiary and its board members, directors, officers, employees, agents, consultant, successors, and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; and (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property.

19. Choice of Law. This Deed of Trust will be governed by and construed in accordance with the laws of the State of California.

20. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

[SIGNATURES ON FOLLOWING PAGE]

TRUSTOR:

_____
Name: _____

_____
Name:

ACKNOWLEDGMENT

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

State of California)
)
County of Napa)

On _____, 2022, before me, _____, notary public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California)
)
County of Napa)

On _____, 2022, before me, _____, notary public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

Property Description

That certain real property situated in the County of Napa, State of California, described as follows

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

No fee for recording pursuant to
Government Code Section 27383

AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT

THIS AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT (the "**Agreement**") is made and entered into as of _____, 20__(the "**Effective Date**"), by and between the County of Napa, a political subdivision of the State of California (the "**County**"), and _____, or any successor in interest (collectively, the "**Owner**"). The County and the Owner are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Pursuant to County Board of Supervisors Resolution No. XXXX-XX, the County operates an Affordable Accessory Dwelling Unit Forgivable Loan Program (the "**Program**") for the purpose of encouraging the production of affordable units in Napa County by easing the financial burden required for and incentivizing the creation of accessory dwelling units ("**ADUs**") on parcels with new or existing owner-occupied single-family homes located in the County.

B. Owner is the fee owner of that certain property in the County of Napa, at _____, which is more particularly described in Exhibit A (the "**Property**") and has applied to participate in the Program. The County has reviewed the Owner's application to participate in the Program and has determined that Owner is eligible to participate in the Program.

C. The County and Owner have entered into a certain Affordable Accessory Dwelling Unit Loan Agreement, dated as of ___, 20_, (the "**AADU Agreement**") whereby the County has agreed to provide Owner with an Affordable Housing Loan in the amount of $_____ (the "**Loan**") for the construction of and other costs related to the development of an ADU on the Property in return for the Owner's agreement to rent the ADU to a Low Income Household at an Affordable Rent, as those terms are defined in Article 1 of this Agreement.

D. As of the Effective Date, two (2) housing units are located, or will be constructed, on the Property. One unit will be referred to in this Agreement as the "**Primary Unit**" and the other unit will be referred to in this Agreement as the "**Accessory Dwelling Unit**". The Primary Unit is the principal residence of Owner.

E. The AADU Agreement provides that the Owner will record this Agreement and a performance deed of trust (the "Deed of Trust") against the Property with respect to the Loan.

F. This Agreement is required to be entered into by the County and the Owner, and recorded in the Official Records against the Property, in accordance with the requirements of the County's AADU Forgivable Loan Program Guidelines ("**Program Guidelines**").

NOW THEREFORE, it is agreed by and between the Parties as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the terms set forth below will have the following meanings (other defined terms in this Agreement not referenced below will have the meanings where first used).

1.1 "Affordable Rent" means the maximum allowable Rent for the Accessory Dwelling Unit, equal to one-twelfth (1/12th) of thirty percent (30%) of seventy percent (80%) of the Median Household Income, adjusted for assumed household size, as follows: (a) Studio—1 person; ((b) 1 bedroom—2 persons; and (c) 2 bedrooms—4 persons, as determined by the County and provider to the Owner on an annual basis.

1.2 "Eligible Household" means a household that has been determined to be eligible to be a Tenant of the Accessory Dwelling Unit as a Low Income Household.

1.3 "HCD" means the State of California Department of Housing and Community Development, or any successor

1.4 "HUD" means the U.S. Department of Housing and Urban Development, or any successor.

1.5 "Low Income Household" means a household whose income does not exceed the low income limits applicable to Napa County, adjusted for household size, as determined by HUD and published annually by HCD. As of the Effective Date, such income limit is approximately equal to eighty percent (80%) of Median Household Income.

1.6 "Median Household Income" means median yearly income in Napa County as determined by HUD and published by HCD.

1.7 "Rent" means the total monthly payment by the Tenant of the Accessory Dwelling Unit for all of the following: (1) use and occupancy of the Accessory Dwelling Unit and land and all facilities associated with the Accessory Dwelling Unit, including but not limited to parking, storage, and use of any common areas; (2) any separately charged fees or service charges assessed by the Owner to the Tenant, except security deposits; (3) any other interest, taxes, fees, or charges for use of the Property or associated facilities that are assessed by a public or private entity other than the Owner and paid by the Tenant.

1.8 "Tenant" means an Eligible Household entitled by written or oral agreement with the Owner to have the exclusive right to occupy the Accessory Dwelling Unit as a home or residence to the exclusion of all others.

1.9 "Transferee" has the meaning set forth in Section 5.6

ARTICLE 2
OWNER'S OBLIGATIONS

2.1 Rental of Accessory Dwelling Unit to Eligible Households. The Owner will ensure that the Accessory Dwelling Unit is rented to, and occupied by, Eligible Households in accordance with this Agreement. The Owner will not use the Accessory Dwelling Unit for any other purpose other than as set forth in this Agreement; provided, however, nothing in this Agreement will be deemed to prohibit the Accessory Dwelling Unit from being vacant so long as such vacant Accessory Dwelling Unit is not used by Owner (or any other person) for any purpose, including, but not limited to use by the Owner in conjunction with the use and occupancy of the Primary Unit. Except as set forth in the preceding sentence nothing in this Agreement limits the use or occupancy of the Primary Unit.

(a) Income Certification. The Owner will not enter into a lease or rental agreement, or receive Rent from a Tenant, for the Accessory Dwelling Unit unless the Owner has made a good faith effort to verify that the income provided by an applicant in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the three most recent pay periods; (2) obtain an income tax return for the most recent tax year; (3) obtain an income verification form from the applicant's current employer; (4) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (5) if the applicant is unemployed and has no such tax return, obtain another form of independent verification acceptable to the County. Copies of tenant income certifications will be available to the County upon request.

(b) Maximum Allowable Rent. The maximum Rent charged to the Tenant of the Accessory Dwelling Unit will not exceed Affordable Rent.

(c) Increased Income of Tenants. If, upon recertification of a Tenant's income pursuant to Section 2.2, the Owner determines that the Tenant's household income has increased and exceeds the qualifying income for a Low Income Household, then such Tenant will continue to be considered an "Eligible Household", and will be permitted to continue to occupy the Accessory Dwelling Unit, at the rent set forth in subsection (c), above; provided, however, nothing in this Agreement will prohibit the Owner from terminating such tenancy upon the expiration of such Tenant's lease. Following such Tenant's vacancy, the Owner will lease the Accessory Dwelling Unit to an Eligible Household.

(d) Information. At the request of the Owner, the County will provide the Owner with the low and very low income limits applicable to Napa County, adjusted for household size, as published from time to time by HCD.

2.2 Lease Provisions. The Owner will enter into a written lease with the Tenant for the ADU (the “ADU Lease”) and will attach to the ADU Lease the form of Tenant lease addendum (the "Tenant Lease Addendum”) attached to this Agreement as Exhibit C. The provisions of the Tenant Lease Addendum will prevail over and supersede any provisions of the the ADU Lease. Failure by the Owner to attach the Tenant Lease Addendum to the ADU Lease or to comply with the terms of the Tenant Lease Addendum will be a default under this Agreement.

2.3 Inspection. For purposes of confirming compliance with this Agreement, the Accessory Dwelling Unit will be made available by Owner to be inspected by the County during regular business hours upon seventy-two (72) hours' written notice; provided, however, that any such inspection will occur only once during any twelve (12) calendar month period unless: (i) the County receives a complaint that a Tenant is occupying the Accessory Dwelling Unit in violation of this Agreement (or that the Owner is otherwise violating this Agreement); or (ii) a new Tenant is occupying the Accessory Dwelling Unit, in which case County may re-inspect. The Owner irrevocably grants the County (and its agents) a right of entry to enter the Property for the purposes of such inspection.

2.4 Records. The Owner will maintain reasonably complete and accurate records pertaining to such rental of the Accessory Dwelling Unit throughout the duration of each tenancy. Owner will permit any authorized representative of the County to inspect such records of any current Tenant upon reasonable notice, including those resident files pertaining to said rental, for the purpose of confirming compliance with the terms, conditions and covenants of this Agreement.

2.5 Assignments and Subletting. The Owner will at no time permit the Tenant to assign its leasehold interest in the Accessory Dwelling Unit or to sublet all or a portion of the Accessory Dwelling Unit to any person other than to another Eligible Household. Owner will have the right to approve or disapprove any proposed assignment or sublease at Owner's sole discretion; provided that prior to approving any proposed assignment or sublease, Owner will comply with the provisions of Section 2.1 above to obtain County approval of the eligibility of the proposed assignee or sub-lessee.

2.6 Agreement to Limitation on Rents.

(a) The Owner acknowledges that the Property received the Affordable Housing Loan as a direct financial contribution. Sections 1954.52(b) and 1954.53(a)(2) of the Costa-Hawkins Act provide that, where an owner has received a direct financial contribution, certain provisions of the Costa-Hawkins Act do not apply if a property owner has so agreed by contract. The Owner agrees to limit the Rents for the Accessory Dwelling Unit, as provided in this Agreement, in consideration of the Property's receipt of the direct financial contribution and further agrees that any limitations on Rents imposed on the Accessory Dwelling Unit are in conformance with the Costa-Hawkins Act.

(b) The Owner further warrants and covenants that the terms of this Agreement are fully enforceable. The Owner agrees and acknowledges that the County would not have provided the Affordable Housing Loan without the obligation to record this Agreement and the Deed of Trust against the Property in the Official Records, and that in providing the Affordable Housing Loan, the County was relying on the restrictions imposed on the Accessory Dwelling Unit by this Agreement.

2.7 Deeds. Owner acknowledges that this Agreement will be recorded in the Official Records against the Property, and any deed transferring any fee interest in the Property will include the following language; provided, however, the failure to include the following language will not limit, waive, or impair the obligations set forth in this Agreement:

> NOTICE: THE ACCESSORY DWELLING UNIT ON THIS PROPERTY IS REQUIRED TO BE RENTED TO PERSONS MEETING CERTAIN ELIGIBILITY REQUIREMENTS AT A BELOW-MARKET RATE RENT, PURSUANT TO THE COUNTY OF NAPA CODE.

FOR MORE INFORMATION, SEE THE AGREEMENT RECORDED AGAINST THIS PROPERTY ENTITLED "AGREEMENT CONTAINING COVENANTS AND RESTRICTIONS GOVERNING RENTAL OF AFFORDABLE ACCESSORY DWELLING UNIT". THE RESTRICTIONS SET FORTH IN SUCH AGREEMENT BIND ALL HEIRS AND SUCCESSORS TO THIS DEED.

ARTICLE 3
TERM

3.1 Term. Except as outlined in Section 3.2 below, this Agreement will become effective as of the Effective Date and will remain in full force and effect for a term of five (5) years following the recordation of this Agreement in the Official Records unless the County elects, in the County's sole discretion, to terminate this Agreement by written instrument recorded in the Official Records.

3.2 Option of Term Extension. While the Term of this Agreement is five (5) years, the County will forgive the Loan monthly. For each month that the Accessory Dwelling Unit is leased to an Eligible Household at an Affordable Rent in accordance with the terms of this Agreement, the County will forgive one-sixtieth (1/60) of the Loan. If, upon the expiration of the Term of this Agreement, there have been one or more periods of vacancy of the Accessory Dwelling Unit such that the Owner has an unforgiven Loan balance, the Owner will have the option to either:

(a) Extend the Term of this Agreement (and therefore the applicability of its provisions) by the total length of the period(s) of vacancy; or

(b) Pay to the County an amount equal to the total outstanding unforgiven balance of the Loan, including any interest due under the Note, in exchange for the County's immediate extinguishment of this Agreement.

ARTICLE 4
DEFAULT

4.1 Violations by Owner. Failure of the Owner to cure any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a written notice of default from the County (or such longer period of time up to an additional sixty (60) days as may be necessary to remedy such default, provided that the Owner has commenced action during the thirty (30) days necessary to remedy such default, and the Owner is proceeding with reasonable diligence to remedy such default) will constitute a default under this Agreement.

4.2 Remedies. Subject to the applicable notice and cure period set forth above, the County may exercise any and all remedies available to it at law or equity with respect to the Owner's failure to satisfy the terms of this Agreement. Owner acknowledges that any breach in Owner's performance of Owner's obligations under this Agreement will cause irreparable harm to the County, and materially impair the public policy objectives set forth in the Napa County Code. Therefore, Owner agrees that the County is entitled to equitable relief in the form of specific performance, and that an award of damages may not be adequate to compensate the County for Owner's failure to perform according to the terms of this Agreement.

Notwithstanding the foregoing, the County, in its sole and absolute discretion, may elect the appropriate remedy for Owner's default under this Agreement.

ARTICLE 5
GENERAL PROVISIONS

5.1 Notices. Except for any notice, demand, or communication required under applicable law to be given in another matter, all notices, demands, and communications to be sent pursuant to this Agreement will be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All notices demands or communications will be sent by: (i) personal delivery, with a delivery receipt; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account with a delivery receipt. Delivery will be deemed to have occurred on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date on which the item was returned as undeliverable. Either Party may change the address to which notices are to be sent by notifying the other Parties of the new address, in the manner set forth above.

County: County of Napa
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: County Executive Officer

Borrower: At the Property address.

5.2 Entire Agreement. The Recitals set forth above, and all exhibits attached to this Agreement, are incorporated into this Agreement by this reference. This Agreement contains the entire agreement between the Parties as to the subject matter of this Agreement and supersedes any and all prior arrangements and understandings between the Parties, and no other agreement, statement or promise made by either Party to this Agreement which is not contained in this Agreement will be binding or valid provided, however, that nothing in this Section limits the effect or enforceability of the County of Napa Code. This Agreement will not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time) will not apply to the interpretation of this Agreement.

5.3 Amendment. This Agreement may be amended only by the written agreement of the Parties.

5.4 Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable pursuant to any California statute which became effective after the Effective

Date, the remaining portions of this Agreement will nevertheless remain in full force and effect to the greatest extent allowed by law.

5.5 Waiver. The waiver of or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provisions of this Agreement.

5.6 Covenant Running with the Land. The covenants and conditions in this Agreement contained will apply to and bind, during their respective periods of fee ownership, Owner and their heirs, executors, administrators, successors, transferees, and assignees (each a "Transferee") having or acquiring any right, title or interest in or to any part of the Property, whether by operation of law or in any manner whatsoever, and will run with and burden the Property for the entire Term unless or until released in accordance with Article 3. All of the provisions of this Agreement will be enforceable as equitable servitudes and will constitute covenants running with the land pursuant to applicable laws, including without limitation Section 1468 of the California Civil Code. Each covenant to do, or to refrain from doing, some act on the Property under this Agreement: (a) is for the benefit of the Property and is a burden on the Property, (b) runs with the Property, and (c) is binding upon each Party and each successive owner during its ownership of the Property or any portion of the Property and will be a benefit to and a burden upon each Party and the Property under this Agreement and each other person or entity succeeding in an interest to the Property.

5.7 Assignment and Assumption; Release. Provided that a Transferee expressly assumes Owner's obligations under this Agreement pursuant to an assignment and assumption agreement in a form approved by the County in connection with the transfer of any part of the Property, the Owner will be released from all obligations following the recordation of such assignment and assumption agreement in the Official Records.

5.8 Non-Discrimination. The Accessory Dwelling Unit will be available for occupancy to members of the general public. The Owner will not give preference to any particular class or group of persons in renting the Accessory Dwelling Unit or selling the Property, except to the extent that the Accessory Dwelling Unit is required to be rented to Eligible Households; provided, however, there will be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age, ancestry, disability, or any other basis prohibited by the Fair Housing Act or the Fair Employment and Housing Act in the leasing, transferring, use, occupancy, tenure, or enjoyment of the Accessory Dwelling Unit nor will the Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Tenants of the Accessory Dwelling Unit. The Owner has agreed to the obligations set forth in this Section in consideration for the direct financial contribution of the Affordable Housing Loan.

5.9 Relationship of Parties. Nothing contained in this Agreement will be deemed or construed by the Parties or any third party to create the relationship of principal and agent or of partnership or of joint venture or of association. The relationship of the Parties is that of an owner of real property and an administrator of a County affordable housing program. Owner further acknowledges, understands and agrees that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Accessory Dwelling Unit (or any other portion of the Property). The County owes no duty of care to protect Owner

against negligent, faulty, inadequate or defective building or construction or any condition of the Property and Owner agrees that neither Owner, or Owner's heirs, successors or assigns will ever claim, have or assert any right or action against the County for any loss, damage or other matter arising out of or resulting from any condition of the Property and will hold the County harmless from any liability, loss or damage as set forth in Section 5.10. Any review by the County of any documents submitted by the Owner to the County pursuant to this Agreement, including, but not limited to any Tenant Lease, is solely to confirm compliance with the requirements of this Agreement and will not be deemed to be a representation of any kind of the validity or legal enforceability of such document(s).

5.10 *Indemnification. Owner agrees to accept all responsibility for loss, damage or injury to any person or entity, and to the greatest extent permitted by law, Owner will indemnify, defend (with counsel approved by the County) and hold the County and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the **"Indemnitees"**) harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively **"Claims"**) arising directly or indirectly, in whole or in part, as a result of or in connection with this Agreement, the construction work, the Accessory Dwelling Unit, or any failure to perform any obligation as and when required by the Loan Documents. Owner's indemnification obligations set forth in this Section: (i) will survive the expiration or earlier termination of this Agreement; and (ii) will not extend to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The County does not and will not waive any rights against Owner that the County may have by reason of any indemnity and hold harmless provision set forth in this Agreement because of the acceptance by the County, or the deposit with the County by Owner, of any of the insurance policies described in the Loan Documents.*

5.11 Applicable Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action with respect to this Agreement is the Federal and State Courts for Napa County.

5.12 Attorneys' Fees and Costs. In the event any action or proceeding in court or other dispute resolution mechanism permitted under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party in such action or proceeding will be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection with such action or proceeding, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which will include the reasonable costs for services of the County's in-house counsel).

5.13 Time is of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence. References in this Agreement to days will be to calendar days. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week on which the County of Napa is open to the public for carrying on substantially all business functions (a "Business Day"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other

action will be the next succeeding Business Day. In no event will a Saturday or Sunday be considered a Business Day.

5.14 Interpretation. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter will not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference to "including". The headings of this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions of this Agreement. All pronouns and variations of them will be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the Party or Parties may require.

5.15 Government Standards. In the event any standard established and maintained by any governmental agency which is necessary to give effect to this Agreement ceases to exist, and no comparable replacement is issued, the Parties will create a replacement standard utilizing the formula and factors previously used to create the discontinued standard.

5.16 No Limitation on Municipal Powers. Nothing in this Agreement will limit, waive, or otherwise impair the authority and discretion of: (a) the County's Building Department, in connection with the review and approval of any proposed construction plans for the Property (or any change to such plans), or any use, or proposed use, of the Property; or (b) any other office or department of the County acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Property.

5.17 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts, which will constitute one and the same agreement.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

COUNTY:

COUNTY OF NAPA, a political subdivision of the State of California

By: _____

David Morrison, County Executive Officer

APPROVED AS TO FORM BY:
County Counsel

_____
Silva Darbinian, Deputy County Counsel

OWNER:

_____

By: _____

Name: _____

By: _____

Name: _____

(Signatures must be notarized)

1515\03\3423173.7

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Name: Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Name: Notary Public

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[To be Inserted]

EXHIBIT B

FORM OF OWNER CERTIFICATION

To: County of Napa (the "County")

From: _____[name of owner(s)] (the "Owner(s)")

Address of Property: _____("Property")

Date: _____

By signature below, I/we _____[insert name or names of Owner(s)] certify to the County, under penalty of perjury, that the Accessory dwelling unit located on the Property (the "Accessory Dwelling Unit") is being utilized in accordance with the "Agreement Containing Covenants and Restrictions Governing Rental of Affordable Accessory Dwelling Unit" (the "Agreement") recorded against the Property.

In accordance with Section 2.2 of the Agreement, I/we provide the following information regarding the Accessory Dwelling Unit:

1. Tenant name: _____

2. Size of Tenant's household: _____

3. Accessory Dwelling Unit size (number of bedrooms): _____

4. Date Accessory Dwelling Unit first occupied by Tenant:_____

5. A copy of the Tenant's annual income certification is attached.

This Owner Certification is signed on _____, 20__, under penalty of perjury.

By: _____

Owner signature
Date: _____

EXHIBIT C

TENANT LEASE ADDENDUM

This Lease Addendum is attached to and incorporated in that certain lease for the Accessory Dwelling Unit located at _____, between _____the ("Owner") and _____(the "Tenant"), dated _____(the "ADU Lease"). To the extent that any provision in the ADU Lease is not consistent with or otherwise violates the terms of this Addendum the terms of this Lease Addendum, the terms of this Lease Addendum shall supersede the terms of the ADU Lease and will be binding upon the Owner and the Tenant. A violation of this Lease Addendum by either the Owner or the Tenant will be a violation of the ADU Lease.

(a) The initial term of the ADU Lease is a minimum of twelve (12) months from the date of initial occupancy of the Accessory Dwelling Unit by the Tenant, unless a greater initial term is provided in the ADU Lease;

(b) The Rent for the Accessory Dwelling Unit may not be raised more often than once every twelve (12) months. The Owner will provide the Tenant with at least sixty (60) days written notice of any increase in Rent, and any Rent increase will not violate the limitations imposed by this the following documents executed by the Owner and the County of Napa with respect to the Accessory Dwelling Unit: (1) Loan Agreement; (2) Promissory Note; (3) Deed of Trust; and (4) this Agreement.

(c) With respect to the Accessory Dwelling Unit (or any portion of the Accessory Dwelling Unit) the Tenant will not: (i) sublease it, except as permitted by Section 2.5, below; (ii) use it as a "transient commercial occupancy" (as such term is defined in Section 18.104.410(B)(3) of the County of Napa Code, as may be amended from time to time); (iii) use it for tourist or transient use, or any other short-term rental; and (iii) list it on any "hosting platform" (as defined in California Business & Professions Code 22590, as may be amended from time to time), including, but not limited to any Internet-based "hosting platform", such as "airbnb.com", or any similar service;

(d) The Tenant must provide an annual certification to the Owner that the Tenant continues to occupy the unit as the Tenant's primary residence;

[SIGNATURES ON FOLLOWING PAGE]

The Owner and the Tenant have executed this Tenant Lease Addendum as of_____, 20__.

OWNER:

_____

Name: _____

TENANT:

_____

Name: _____

PROMISSORY NOTE
NAPA COUNTY AFFORDABLE ACCESSORY DWELLING UNIT
LOAN PROGRAM

ADMINISTRATIVE COVER SHEET

(Remove Upon Completion)

BLANK LINES: CHECKLIST:

_____ Amount of Loan, p. 1, upper left

_____ Date of Document, p. 1, upper right

_____ Borrower's Name, p. 1, first paragraph

_____ Amount of Loan, p. 1, first paragraph

_____ Amount of Loan, p. 1, Section 1

_____ First Payment Date, p. 1, Section 3(a)

_____ Conversion Date, p.1, Section 3(a)

_____ Interest Reserve, p.1, Section 3(a)

_____ Maturity Date, p.1, Section 3(b)

_____ Amortization Period, p.2, Section 3(b)

_____ County, p.2, Section 4

_____ Signatures, p.5

_____ Amortization Schedule, Schedule A

SECURED PROMISSORY NOTE
(Affordable Accessory Dwelling Unit Forgivable Loan Program)

THE TERMS OF THIS PROMISSORY NOTE CONTAIN A BALOON PAYMENT

$_____

FOR VALUE RECEIVED, the undersigned _____("Borrower") promises to pay to the order of the County of Napa, a political subdivision of the State of California ("Holder"), the principal amount of _____Dollars ($_____) plus interest on the principal amount pursuant to Section 2 below.

1. Loan Agreement; Security Agreement. This Promissory Note is made as of _____, 20___(the "Effective Date") pursuant to a Loan Agreement dated as the same Effective Date as this Promissory Note between the Borrower and the Holder (the "Loan Agreement"). This Promissory Note is secured by a Deed of Trust, Security Agreement, and Fixture Filing dated as the same Effective Date as this Promissory Note (the "Deed of Trust") and is subject to the terms of that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as the same Effective Date as this Promissory Note (the "Regulatory Agreement"), which will encumber the Property to secure the repayment of the Loan and performance of the covenants of the Loan documents. All capitalized terms used but not defined in this Promissory Note have the meanings set forth in the Loan Agreement. This Promissory Note, the Loan Agreement, the Deed of Trust, and the Regulatory Agreement are sometimes referred to collectively in this Promissory Note as the "Loan Documents".

2. Borrower's Obligation. This Promissory Note evidences Borrower's obligation to repay Holder the principal amount of _____Dollars ($_____) with interest for the funds loaned to Borrower by Holder to finance the construction of an Accessory Dwelling Unit (the "ADU") on Borrower's Property pursuant to the terms of the Loan Agreement (the "AADU Loan").

3. Forgiveness; Maturity Date.

(a) Forgiveness. Commencing on the 1st day of the first month following the later of: (i) the Effective Date of the Loan Agreement; or (ii) the date of first occupancy of the ADU, and each anniversary of that date thereafter during the Term, the Borrower will submit an Annual Certification to the Holder with information regrading occupancy as required by the Regulatory Agreement. Provided that: (i) the Borrower is not in default under the Loan Documents; and (ii) the Borrower has continuously operated the ADU in compliance with the terms of the Regulatory Agreement and the Program Guidelines, no payments will be due under this Promissory Note. If Borrower has complied with the requirements of the Loan documents (including cure of any Events of Default) during the entire Term of the Loan Agreement, as evidence by the Annual Reports, all sums otherwise due under this Promissory Note or any other Loan Documents will be forgiven by Holder. For each month during the Term that Borrower operates the ADU in accordance with the Regulatory Agreement, Holder will forgive one-sixtieth (1/60) of the principal and the interest on that month's principal amount of the Loan. Upon the Borrower's full repayment of the Loan or upon the Holder's forgiveness of the entire outstanding balance of the Loan, Holder will mark this Promissory Note as "Canceled" and will return this Promissory Note to the Borrower.

(b) Balance Due. Unless forgiven pursuant to Section 3(a), all outstanding principal and interest accrued on the Loan will be due in full at the end of the Term (except if Borrower elects to extend the Term pursuant to Section 3.2(a) of the Regulatory Agreement), or upon Holder declaration of Default pursuant to Article 4.

(c) Balloon Payment. Borrower acknowledges that the unpaid principal amount of this Loan and all unpaid interest accrued on the unpaid or unforgiven principal of the Loan will be immediately due and payable to Lender in full as one balloon payment on the Maturity Date.

4. Interest.

(d) Subject to the provisions of Subsection (b) below, the AADU Loan bears simple interest at a fixed rate of three percent (3%) per annum (the "Interest Rate") from the date of disbursement until full repayment of the principal balance of the AADU Loan.

(e) If a Default occurs, interest will accrue on all amounts due under this Promissory Note as of the date of a Default and continuing until such time as the AADU Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%) per annum, compounded annually and the highest rate permitted by law (the "Default Rate").

5. Assignment and Assumption. Pursuant to the terms of the Regulatory Agreement, the AADU Loan may be assumed by a transferee who occupies the Primary Unit as their residence and enters enter into an assumption agreement as provided in the Regulatory Agreement. If the transferee does not meet the assumption terms required by the Regulatory Agreement, Borrower must repay the outstanding balance of principal and accrued interest remaining on this Promissory Note on or before the date of transfer.

6. Security. This Promissory Note, with interest, is secured by the Deed of Trust on the Property. Upon execution, the Deed of Trust will be recorded in the official records of Napa County, California. Upon recordation of the Deed of Trust, this Promissory Note will become nonrecourse to Borrower.

7. Terms of Payment.

(a) Borrower will make all payments due under this Promissory Note in currency of the United States of America to Holder at Department of Housing & Homeless Services at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558, Attention: Director of Housing & Homeless Services, or to such other place as Holder may from time to time designate.

(b) All payments on this Promissory Note are without expense to Holder. Borrower will pay all costs and expenses, including re-conveyance fees and reasonable attorneys' fees of Holder, incurred in connection with the enforcement of this Promissory Note and the release of any security of this Promissory Note.

(c) The obligations of Borrower under this Promissory Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Promissory Note for any reason.

8. Prepayment. Borrower may without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this

Promissory Note. Prepayments will be applied first to any unpaid costs and fees then due, then to accrued interest, and then to principal.

9. Default; Acceleration.

(a) Upon the occurrence of a Default, the entire unpaid principal balance, together with all interest on the outstanding principal balance, and together with all other sums then payable under this Promissory Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 9(a) above or any other remedy provided by law upon the occurrence of a Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

10. Waivers; Attorneys' Fees.

(a) Borrower waives diligence, presentment, protest, and demand, and notice of protest, notice of demand, notice of dishonor ,and notice of non-payment of this Promissory Note. Borrower expressly agrees that this Promissory Note or any payment under this Promissory Note may be extended from time to time, and that Holder may accept further security or release any security for this Promissory Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Promissory Note or any installment under this Promissory Note made by agreement of Holder with any person now or later liable for payment of this Promissory Note must not operate to release, discharge, modify, change, or affect the original liability of Borrower under this Promissory Note, either in whole or in part.

(c) If an action is instituted on this Promissory Note, Borrower promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may later designate as provided in the Loan Agreement.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Promissory Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and will be binding upon them and their successors and assigns.

(d) The relationship of Borrower and Holder under this Promissory Note is solely that of borrower and lender, and the indebtedness evidenced by this Promissory Note and secured by the Deed of Trust will in no manner make Holder the partner or joint venturer of Borrower.

(e) If any term of this Promissory Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

(f) This Promissory Note is governed by the laws of the State of California.

(g) The times for the performance of any obligations under this Promissory Note are to be strictly construed, time being of the essence.

(h) The Loan Documents, of which this Promissory Note is a part, contain the entire agreement between Borrower and Lender as to the Loan. This Promissory Note may not be modified except upon the written consent of Borrower and Lender.

[signature on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the Effective Date.

Borrower:

By: _____

Name: _____

Borrower:

By: _____

Name: _____

SCHEDULE A

Monthly Amortization Payments of Interest and Principal

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:** 3/10/2026 | **File ID #:** 26-324

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 Health & Human Services Agency

RECOMMENDATION

Adopt a Resolution amending the Departmental Allocation List for the Health & Human Services Agency. (Fiscal Impact: $3,200 Expense; Health and Human Services Fund; Budgeted; Discretionary)

BACKGROUND

Non-Management Behavioral Health Requests

The CEO's Office, HHSA, and Human Resources reviewed all positions allocated to HHSA in Tyler Munis against what was adopted and authorized within the Fiscal Year 2025-2026 Budget. The following requests reconcile three discrepancies:

- Delete 1.0 FTE Alcohol & Drug Counselor III
- Delete 1.0 FTE Supervising Mental Health Worker
- Delete 0.5 FTE Mental Health Counselor - Licensed and add a 1.0 FTE Mental Health Counselor - Licensed

These requests do not have a fiscal impact as HHSA did not include the Alcohol & Drug Counselor III and Supervising Mental Health Worker positions for funding in their budget and the increase in the Mental Health Counselor - Licensed FTE was funded as a 1.0 FTE.

Behavioral Health Management Request

HHSA requested and Human Resources agrees that a 1.0 FTE Staff Services Manager is necessary to provide programmatic leadership, ensure fiscal and contractual oversight, and align programs with state and federal requirements and Behavioral Health goals. The position supports state-mandated transitions to value-based payment and performance accountability and strengthens internal coordination to proactively identify and

resolve issues. In exchange, a 1.0 FTE Assistant Deputy Director - Behavioral Health, will be deleted. The current needs of the Behavioral Health Division require a lower-level management position which results in approximately $1,200 in savings for the remainder of the fiscal year.

Child Welfare Services Request

HHSA requested and Human Resources agrees that the administrative needs of Child Welfare Services have increased beyond the scope of a 1.0 FTE Project Manager and instead requires a 1.0 FTE Staff Services Manager. State and federal program mandates related to prevention planning activities, federal case reviews, and quality assurance/continuous quality improvement efforts have increased in complexity. Additionally, this position will assume responsibility for the supervision of a unit of Staff Services Analysts. This request results in approximately a $7,000 increase for the remainder of the fiscal year.

Public Health Request

HHSA requested to add a 1.0 FTE Licensed Vocational Nurse to increase capacity of community health education and outreach in the areas of communicable disease prevention, particularly for vaccine preventable diseases. Human Resources agrees that a Licensed Vocational Nurse will increase the Communicable Diseases program's ability to investigate infectious diseases, as well as the Immunization program's ability to provide community vaccinations and fulfill health testing needs. The deletion of a vacant 1.0 FTE Communicable Disease Investigator reflects a shift from community needs during COVID-19 which included disease monitoring and reporting to post-pandemic needs which includes other infectious diseases and sexually transmitted infections. The Licensed Vocational Nurse will allow for flexible programming and service delivery, including the provision of vaccines as part of the Be Well Mobile Services. This request results in approximately $3,600 in savings for the remainder of the fiscal year.

Self Sufficiency Services Request

HHSA requested to add a 1.0 FTE Eligibility Specialist II and delete a 1.0 FTE Screener to improve customer service and efficiency in the Self-Sufficiency Division. Human Resources agrees as a Screener is more limited in scope than an Eligibility Specialist. An Eligibility Specialist will be able to meet client needs at first point of contact and without having to do a hand-off from a Screener to an Eligibility Specialist. Additionally, the Eligibility Specialist provides greater emphasis on payment accuracy which avoids fiscal penalties. This request results in approximately a $1,000 increase for the remainder of the fiscal year.

The approximate $3,200 increase in salary and benefits for these are budgeted.

Requested Action:

Amend the Department Allocation List for the Health & Human Services Agency by deleting 1.0 FTE Alcohol & Drug Counselor III, 1.0 FTE Supervising Mental Health Worker, 0.5 FTE Mental Health Counselor - Licensed, 1.0 FTE Assistant Deputy Director - Behavioral Health, 1.0 FTE Project Manager, 1.0 FTE Communicable Disease Investigator, 1.0 FTE Screener and adding 1.0 FTE Mental Health Counselor - Licensed, 2.0 FTE Staff Services Manager, 1.0 FTE Licensed Vocational Nurse, 1.0 FTE Eligibility Specialist II, effective March 14, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Position reconciliation and aligning the appropriate classifications to fulfill various changing needs across HHSA.
Is the general fund affected?	No
Future fiscal impact:	Any increase in salary and benefits for future fiscal years will be budgeted accordingly.
Consequences if not approved:	Not approving the requests would cause an artificial inflation in the vacancy rate and positions would not be filled with appropriate classifications to address changing departmental needs.
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. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE HEALTH & HUMAN SERVICES AGENCY, EFFECTIVE MARCH 14, 2026

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 Health & Human Services Agency be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective March 14, 2026, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for the Health & Human Services Agency 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 10th day of March, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: February 11, 2026	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:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
HHSA Behavioral Health	2000203	1010628	Alcohol & Drug Counselor III	3/14/26	-1.0
HHSA Behavioral Health	2000203	1011485	Supervising Mental Health Worker	3/14/26	-1.0
HHSA Behavioral Health	2000200	1011455	Mental Health Counselor – Lic	3/14/26	-0.5
HHSA Behavioral Health	2000200	1011455	Mental Health Counselor – Lic	3/14/26	+1.0
HHSA Behavioral Health	2000200	1011660	Assistant Deputy Director – Behavioral Health	3/14/26	-1.0
HHSA Behavioral Health	2000200	NEW	Staff Services Manager	3/14/26	+1.0
HHSA Public Health	2000100	1011639	Communicable Disease Investigator	3/14/26	-1.0
HHSA Public Health	2000100	NEW	Licensed Vocational Nurse	3/14/26	+1.0
HHSA Self Sufficiency	2000600	1010801	Screener	3/14/26	-1.0
HHSA Self Sufficiency	2000600	NEW	Eligibility Specialist I/II	3/14/26	+1.0
HHSA Child Welfare Services	2000400	1010522	Project Manager	3/14/26	-1.0
HHSA Child Welfare Services	2000400	NEW	Staff Services Manager	3/14/26	+1.0

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:** 3/10/2026 | **File ID #:** 26-354

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 Chief Executive Office

RECOMMENDATION

Adopt a Resolution amending the Departmental Allocation List for the County Executive Office. (Fiscal Impact: $8,500 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The County Executive Office has recently reorganized and changed one of the Deputy Chief Executive Officer positions to the Chief Budget Officer. With the new Chief Budget Officer position, the Assistant Chief Executive Officer position no longer has direct management of the annual budget process. Due to this authority assigned to the Chief Budget Officer, a supervisory position is needed to relieve the Chief Budget Officer from directly supervising the four-person analyst team. Therefore, the CEO's Office requested adding a 1.0 FTE Principal Management Analyst class which is the first-line supervisory level in the Management Analyst classification series and deleting a vacant 1.0 FTE Senior Management Analyst.

The approximately $8,500 increase in expense for the fourth quarter of the fiscal year is covered by salary savings from the vacant position.

Requested Action:

Amend the Department Allocation List for the County Executive Office by deleting 1.0 FTE Senior Management Analyst and adding 1.0 FTE Principal Management Analyst, effective March 14, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested structure will support the main mission of the Chief Budget Officer to implement improved budget processes and to have better fiscal oversight for the County.
Is the general fund affected?	No
Future fiscal impact:	Any increase of $34,000 in salary and benefits for future fiscal years will be budgeted accordingly.
Consequences if not approved:	Lack of focus and effort to improve budget processes and fiscal oversight.
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. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE COUNTY EXECUTIVE OFFICE, EFFECTIVE MARCH 14, 2026

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 County Executive Office be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective March 14, 2026, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for the County Executive Office as set forth in Exhibit "A."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 10th day of March, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: February 20, 2026	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:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
County Executive Office	1020000	1010276	Senior Management Analyst	3/14/26	-1.0
County Executive Office	1020000	NEW	Principal Management Analyst	3/14/26	+1.0

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-257

TO: Board of Supervisors

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

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Removal of Capital Assets from ITS Inventory, e-Waste Disposal

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RECOMMENDATION

Declare certain items of capital asset property as surplus and no longer required for public use; authorize removal of capital assets from the Information Technology Services' capital asset inventory; and authorize e-waste disposal. (No Fiscal Impact)

BACKGROUND

All capital asset items om the attached list have become obsolete and deemed unusable.

Requested action: Authorize the removal of the capital asset items from the Information Technology Services' capital asset inventory and allow all items to be disposed of through e-waste disposal. All listed capital assets are fully depreciated with no net book value.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

Capital Asset Items: Description	Tag ID	Acquired Date	Justification	Action
MTR3000 VHF Base Radio T3000	27467	6/30/2011	obsolete	disposal
48 Port Full Uplink IP Base Switches	X1539	6/30/2014	obsolete	disposal

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-303

TO: Board of Supervisors

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

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Resolution approving revisions and additions to County's Record Retention Schedules; All County, Assessor, Clerk of the Board, County Counsel, Public Defender, Public Works - Surveyor, Sheriff, and a new Retention Schedule for Public Works - Engineering.

RECOMMENDATION

Adopt a Resolution approving revisions to the All-County, Assessor, Clerk of the Board, County Counsel, Public Defender, Public Works - Surveyor, Sheriff retention schedules in Section 40 of the County Policy Manual effective August 20, 2024, and the introduction of a new retention schedule for Public Works - Engineering. (No Fiscal Impact)

[4/5 vote required]

BACKGROUND

Pursuant to Section 26202 of the Government Code of the State of California (Section 26202), record retention schedules are used by public entities across the State of California and are an appropriate mechanism for the Board to proactively make the determination when various categories of records will no longer be necessary or required for County purposes. Under Section 26202, the Board may, by a four-fifths vote, authorize the destruction of records prepared or received pursuant to State or Federal statute where those records have been maintained for the required period of time and the Board has determined retention of those records is no longer necessary or required for County purposes.

Records Management, the County's records/archival and mail processing center (Records Center), use County storage space but also work with PRO-file, a business records management company, to store and archive records offsite. Records identified as historical by the departments are permanently archived and not subject to purging.

In order to ensure departments can continue transferring records for storage to the Records Center, it is necessary to regularly purge records that have expired retention periods. These Board-approved retention schedules provide the mechanism to purge records without having to return the Board each time; thereby improving records management efficiency.

Today's recommended action is the adoption of a resolution approving revisions to the All-County, Assessor, Clerk of the Board, County Counsel, Public Defender, Public Works - Surveyor, and Sheriff retention schedules, and the introduction of a new retention schedule for Public Works - Engineering. These retention schedules replace and supplement those previously adopted by the Board and will be maintained with Section 40 of the County Policy Manual. Maintaining the retention schedules with the policy will ensure all County departments are setting retention schedules and the Records Center is purging accordingly.

The County Counsel's Office has reviewed each retention schedule presented to the Board for consistency with applicable laws. Changes are reflected in the "redline" attachments and are summarized below:

- The "All-County" retention schedule (Exhibit "A") introduces a subsection for Committee, Commission & Board records. These edits are consistent with the 2024 revision to Part 1: Section 8 of the Napa County Board of Supervisors Policy Manual which made liaison departments responsible for certain records of the boards and commissions to which they are assigned. Records related to boards and commissions were part of the Clerk of the Board's retention schedule and have been moved to the "All-County" schedule; the "Clerk of the Board" retention schedule (Exhibit "C") has been revised accordingly. The Clerk of the Board is still responsible for records of the Board of Supervisors and all other boards and commissions where the Board sits as the governing body.
- The "Assessor" retention schedule (Exhibit "B") introduces new categories of records which the Assessor's Office wishes to ensure are retained either indefinitely or for seven (7) years consistent with California Revenue and Taxation Code Section 465.
- The "County Counsel" retention schedule (Exhibit "D") introduces "Settlement Agreements" as a new category of records. Historically, settlement agreements have been treated as part of case files, but the County Counsel's Office wishes to ensure that settlement agreements are retained indefinitely.
- Retention periods for criminal case files, of both the Conflict Public Defender (listed under a subsection of the "County Counsel" retention schedule) and the Public Defender (listed in the "Public Defender" retention schedule [Exhibit "E"]), have been extended consistent with California State Bar Formal Opinion Interim No. 19-004 which addresses lawyers' ethical obligations to retain client files in criminal matters.
- The "Public Works - Surveying" retention schedule (Exhibit "F") expands on explanations of existing records categories to provide greater clarity and adds new categories of records which the Surveyor wishes to ensure are retained indefinitely.
- The "Sheriff" retention schedule (Exhibit "G") expands on explanations of existing records categories to provide greater clarity and extends the amount of time two existing categories of records are retained.

- The “Public Works - Engineering” retention schedule (Exhibit “H”) is new. Public Works - Engineering worked with ITS and County Counsel to identify retention periods for its records that are suitable from an operational standpoint and that are also legally sufficient.

ITS and County Counsel will continue working with other County departments to keep retention schedules current and will return to the Board for approval of updated retention schedules as necessary.

Requested Actions: Adopt a Resolution approving revisions to All-County, Assessor, Clerk of the Board, County Counsel, Public Defender, Public Works - Surveyor, and Sheriff retention schedules, and the introduction of a Public Works - Engineering retention schedule.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING ADDITIONS AND REVISIONS TO COUNTY RECORDS RETENTION SCHEDULES

WHEREAS, on September 10, 2002, Napa County Board of Supervisors approved the Napa County's Records Management Policy, now known as Napa County Policy Manual, Section 40; and

WHEREAS, on August 2, 2011, and June 5, 2018, Napa County Board of Supervisors approved amendments to the Napa County's Record Management Policy, known as Napa County Policy Manual, Section 40; and

WHEREAS, the County of Napa ("County") has an obligation to maintain County records in accordance with government laws and regulations and accepted records management practices; and

WHEREAS, there are significant costs to maintaining records beyond their useful life as such records otherwise take up space in the County's offices or at the Records Management Center and the County is billed for storing records at non-County operated facilities; and

WHEREAS, the purpose of a retention schedule is to establish a pattern for the orderly transfer, maintenance, and destruction of records on a continuing basis; and

WHEREAS, Sections 26200 *et seq.* of the Government Code provide the relevant procedures for destroying County records; and

WHEREAS, pursuant to Section 26201 of the Government Code the Board may authorize destruction or disposition of duplicate records, papers, or documents the originals or permanent photographic reproductions of which are on file with any officer or department of the County; and

WHEREAS, pursuant to Section 26205.1(a) of the Government Code the Board may delegate to County officers the authority to destroy any non-judicial public record, paper, or document if the record, paper, or document is photographed, micro photographed, microfilmed, or otherwise reproduced in accordance with State law, including, but not limited to, Section 12168.5 of Government Code; and

WHEREAS, pursuant to Section 26205.1(b) of the Government Code the Board may delegate to County officers the authority to destroy any record not prepared or received pursuant to State statute without creating an alternate copy or the need for those records to be listed on a Board approved records retention schedule; and

WHEREAS, pursuant to Section 26202 of the Government Code the Board may, by a four-fifths vote, authorize the destruction of records prepared or received pursuant to State or Federal statute where those records have been maintained for the required period of time and the Board has determined the retention of those records is no longer necessary or required for County purposes; and

WHEREAS, retention schedules are used by public entities across the State of California and are an appropriate mechanism for the Board to proactively make the determination under

Section 26202 of the Government Code of the State of California as to when various categories of records will no longer be necessary or required for County purposes and thereby improve the efficiency of records management; and

WHEREAS, there are some County records that are required by law to be filed and preserved that the Board may not authorize destruction of and it is necessary and appropriate to identify those records and how long they must be retained; and

WHEREAS, the Board of Supervisors has approved numerous additions and amendments to the County's retention schedules since the approval of Napa County Policy Manual, Section 40; and

WHEREAS, the County's retention schedules are reviewed regularly by the appropriate departments and County Counsel's office, and any necessary amendments are brought before the Board.

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

1. The foregoing recitals are true and correct.

2. County staff is authorized to destroy or dispose of duplicate records, papers, or documents the originals or permanent photographic reproductions of which are on file with any officer or department of the County.

3. Staff is authorized to destroy any non-judicial public record, paper, or document, including those records prepared or received pursuant to State or Federal law, if the record, paper or document is photographed, micro photographed, microfilmed, or otherwise reproduced in accordance with State law, including, but not limited to, Government Code section 12168.5

4. Pursuant to Section 26205.1(b) of the Government Code the Board hereby delegates to County department heads and their designees the authority to destroy any record not prepared or received pursuant to State statute without creating an alternate copy.

5. The total time periods for retention set forth in the attached retention schedules, which are attached as Exhibits "A", "B", "C", "D", E", "F", "G", and "H" are hereby adopted by the Board and shall replace any previously approved retention periods and schedules relating to the same records.

6. Department heads have the authority to determine the appropriate medium in which a record may be stored and may amend the time periods set forth for retention in any specific medium so long they comply with State law and the overall retention period set by the Board in the attached schedule.

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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 _____ day of _____, _____, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: February 19, 2026	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"

Department	Division	Description	Explanation	Document Type	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total Retention Time	Remarks
*** For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).**													
*** Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.**													
*** Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.**													
*** Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite**													
*** Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.**													
ALL													**REV. 2026**
	Financial Records												
		Accounting Reports generated by the departments	May include various accounting reports including encumbrance reports, revenue/expense reports.	ALL-1	OV	CC Approved	CU		CU + 2 YRS	0		CU + 2 YRS	Reports are retained in the PeopleSoft system. Keep for CU + 2 YRS for audit purposes.
		Accounts Payable	May include records related to the procurement of and payment for goods and services; warrants/ledgers, purchasing records, claims, invoices, petty cash records, travel expense.	ALL-2	OV	CC Approved	CU		Minimum of CU + 1 YR	4 YRS		CU + 5 YRS	ORIGINALS: GC 26907. CU + 5 YRS retention. COPIES: Keep for CU + 2 YRS for audit purposes. If any of the documents are for grants refer to the retention schedule for Grants. Also reference Auditor-Controller's Office's 'Accounts Payable Procedures for Departments' section N.
		Accounts Receivable & Cash Receipts	May include deposit authorizations, receipts, bank statements and reconciliations, interoffice & outside billings for services provided by the County offices.	ALL-3	OV	CC Approved	CU		Minimum of CU + 1 YR	4 YRS		CU + 5 YRS	ORIGINALS: GC 26907. CU + 5 YRS retention. COPIES: Keep for CU + 2 YRS for audit purposes. If any of the documents are for grants refer to the retention schedule for Grants.
		Federal and State Funds	Supporting documents for the funding from the Federal and State Government.	ALL-4	OV	CC Approved	CL		Minimum of CL + 2 YRS	3 YRS		CL + 5 YRS, or until audited, whichever is first	GC 26202. If retention is depicted in funding documents, follow as required in documents unless County Retention Schedule exceeds.
		Grants-Successful grants	May include applications, correspondence [emails] and other records relating to successful applications.	ALL-5	OV	CC Approved	CL		Minimum of CL + 2 YRS	3 YRS		CL + 5 YRS	GC 26202. If retention is depicted in Grant documents, follow as required in Grant documents unless County Retention Schedule exceeds.
	Purchasing Records												

		Bid and Proposal Files - **Non** Infrastructure/Public Projects (Successful bids and proposals only)	May include request for bids and proposals to provide the agency with goods or services.	ALL-6	OV	CC Approved	CL		CL + 2 YRS	2 YRS		CL + 4 YRS	See CCP 337.
		Contracts and Agreements (Approved by the Department Head or the County Executive Officer)	Professional services agreement signed by the Department Head or the County Executive Officer (AUD contracts).	ALL-7	OV	CC Approved	CL		Minimum of CL+ 2 YRS	8 YRS		CL+ 10 YRS	Department retains the Original AUD contracts. For any contracts where grants involving federal or state funds, reference the retention schedule under that category.
		Department Purchase Orders	Purchase orders issued by the Departments per Purchasing Policy or per delegated authority.	ALL-8	OV	CC Approved	CU		CU + 5 YRS	0			GC 25501.5. All requisitions and related procurement documents shall be retained for a period of not less than three (3) years. Also reference 'Purchasing Manual' section 5-2.1.
General Records													
		General Correspondence	Includes memos, minutes, meeting agendas, letters, faxes, press releases, public records requests, notes from Department meetings and unsuccessful grant applications.	ALL-9	OV	CC Approved	CU		CU + 2 YRS	0		CU + 2 YRS	GC 26202.
		Procedures	Departmental Procedures also known as Departmental Policies.	ALL-10	OV	CC Approved	CL		CL+ 2 YRS	0		CL + 2 YRS	GC 26202. If a Policy or Procedure changes mid-year, an auditor would need both the current and the superseded versions to ensure financial transactions or other procedures are in accordance with the Department Policy and Procedure.
		Archives	Archival documents	ALL-11	ALL		I		I	I		I	Historical records, without a clear owner. Retain until ownership and proper retention can be determined
Committees, Commissions & Boards (COTB responsible for records of BOS and other bodies where BOS sits as the governing body; Liaison departments responsible for the records of their assigned bodies)													

		AGENDAS & AGENDA PACKETS	Agendas of the meetings and hearings of the BOS and all boards, commissions and special districts. May include agendas & staff reports for special districts and other entities governed by the BOS as well as special meeting notices, certificates of posting, original summaries, original communications and action agendas for Boards, Committees and Commissions. Includes Affidavits of Posting / Legal Advertising / Affidavits of Publications.	ALL-12	ALL	CC	I	I	3 YRS	I	M	I	Agenda information is included in the minutes which are a permanent record. In addition the agendas are online and included in the agenda packets which are permanent. 2 years required - GC 26202 et seq..
		BOARDS, COMMISSIONS & COMMITTES	May include oaths of office, and membership lists.	ALL-13	OV	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq.
		MINUTES	Minutes of the proceedings of the BOS and all boards, commissions and special districts. Included ordinances and resolutions, appointments and resignations of County officers and employees, statements of election results, lists of claims made against the County, budget information, and any reportable actions taken in closed session. Generally contains date, time and place of meeting, names of members present and absent, nature of business, actions taken, and recorded vote of the governing body.	ALL-14	ALL	CC	I	I	0	I	M	I	2 years required - GC 26202 et seq.
		PETITIONS	Petitions sent to the BOS or any board, commission or special district protesting or requesting board action. May include signed petitions verified by the County clerk. Does not include Referendum, Initiative or Recall petitions.	ALL-15	C	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	2 years required - GC 26202 et seq.

		RESOLUTIONS	Resolutions are evidence of the formal opinion of determination of the BOS and all boards, commissions and special districts. Original resolutions passed by the BOS and all boards, commissions and special districts. Contains date passed, number and subject of resolutions, names of interested parties, names of members voting and nature of action.	ALL-16	ALL	CC	I	I	3 YRS	I	M	I	GC 25102.1; 2 years required - GC 26202 et seq.

Program: Assessor-Recorder/County Clerk													REV. 2026
Dept	**Div**	**Description**	**Explanation**	**Document Code**	**Security**	**Status**	**Records Retention Class**	**Legal Requirement**	**On Site**	**Records Center**	**Method of Disposition**	**Total**	**Remarks**
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement). * Destruction of duplicate copies is authorized pursuant to Government Code Section 26201. * Departments may keep records onsite longer in order to fill up the box before sending to the Records Center. * Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, P=permanent * Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
		Preliminary Change of Ownership Report	Filed with every document that affects property ownership	ASSESS-1	Assessor office employees only		CU	CU + 7 YRS	CU + 1 YR	6 YRS			R&T 834.
		571L Business Property Statements	Statements filed each year by business property owners	ASSESS-2	Assessor office employees only		CU	CU + 7 YRS	CU + 4 YRS	3 YRS			R&T 834.
		Homeowner Exemption Claim Form	Claim filed by property owners to qualify for the homeowner exemption	ASSESS-3	Assessor office employees only		CL	6 YRS after the lien date and 6 YRS after exemption last granted.	CL + 1 YR	5 YRS			R&T 465
		Federal Tax Lien (Released)	Document recorded to serve notice that a tax lien has been satisfied	ASSESS-4	This is a public record that can be viewed by anyone		P	Permanent	Hard Copy: Once the film has been made, original hard copy mailed to the address on the document. Electronic: Film stored permanently on offsite storage.	N/A			GC 27206 - Department has silver film made by a vendor and store it offsite. Once the film has been made, the original is mailed to the address on the document - usually 4 -6 weeks. Images stored on \\doc1\images server.
		Federal Tax Lien (Unreleased)	Public notice that a lien has been recorded	ASSESS-5	This is a public record that can be viewed by anyone		P	Permanent	Hard Copy: Once the film has been made, original hard copy mailed to the address on the document. Electronic: Film stored permanently on offsite storage.	N/A			GC 27206 - Department has silver film made by a vendor and store it offsite. Once the film has been made, the original is mailed to the address on the document - usually 4 -6 weeks. Images stored on \\doc1\images server.
		Notice of Completion	Public notice that construction on a property has been completed.	ASSESS-6	This is a public record that can be viewed by anyone		CL	CL + 5 YRS	Hard Copy: Once the film has been made, original hard copy mailed to the address on the document. Electronic: Film stored permanently on offsite storage.	N/A			GC 27205 - Typically no plans, etc. are presented when a notice of completion is recorded. Department has silver film made by a vendor and store it offsite. Once the film has been made, the original is mailed to the address on the document - usually 4 -6 weeks. Images stored on \\doc1\images server.
		Original Recordable Documents	Document recorded for transfer of property etc.	ASSESS-7	This is a public record that can be viewed by anyone		P	Permanent	Hard Copy: Once the film has been made, original hard copy retained for 2 YRS from recording. Electronic: Film stored permanently on offsite storage.	N/A			GC 26205.6 - States hard copy can be destroyed 2 years after being recorded if document is microfilmed. Electronic version kept permanently on \\doc1\images server. Stored offsite.
		Birth, Death, Marriage Certificates	Records of a person's birth, death or marriage	ASSESS-8	Authorized persons by statute and recorder-clerk employees		P	Permanent (microfilm ok if other statutory requirements are met)	3 months	N/A			Gov. Code 27208 and H&S 102235 - County stores the hard copies of the older birth & death records. Once scanned and indexed the current records, the hard copy is shredded after 2 years. Marriage records are sent to the office of vital records for permanent storage. Images stored on \\doc1\images server.
		Oaths of office	Oaths for employees and officials	ASSESS-9	employees of the Recorder-Clerk office		CL	Current appointment + 5 YRS	CL + 5 YRS	N/A			GC 24102
		Oath revocations	Oaths of office that have been revoked	ASSESS-10	employees of the Recorder-Clerk office		CL	CL + 5 YRS	CL + 5 YRS	N/A			GC 24102
		Notary Oaths	Oaths of notaries after receiving their commission	ASSESS-11	employees of the Recorder-Clerk office		CL	Term + 1 YR	Term + 1 YR	N/A			GC 8213
		Notary Journals	Records of signatures of persons a notary acknowledged	ASSESS-12	Employees of the Recorder-Clerk office		CL	10 YRS from receipt. If viewed during retention additional 10 YRS.	CL + 1YR	9 YRS			GC 8209. Order of Court is required to destroy the records at the end of the retention period.

		Confidential Marriage Certificates	Record of confidential marriage	ASSESS-13	Parties to the marriage and recorder-clerk employees		P	Hard Copy: 1 YR if copied in conformance with H&S 102235. Otherwise Permanent. Electronic: Permanent	Hard Copy: 1 YR if microfilmed. Otherwise Permanent. Electronic: Permanent	N/A			See H&S 102230, 102235
		Public Marriage Licenses	Record of public marriage	ASSESS-14	Parties to the marriage and recorder-clerk employees		P	Original hard copy is forwarded to the California Dept of Public Health Vital Records. Electronic recording permanent.	N/A	N/A			See H&S 102235
		Application for Marriage License	Form completed by couples purchasing a marriage license	ASSESS-15	Parties to the marriage and recorder-clerk employees		CL	CL + 2 YRS	CL + 2 YRS	0			County Clerk-Recorder is required to keep the applications for marriage licenses for 2 years in case the couple discovers that the office made an error with the new name selection by the couple. Scanned application is currently stored on the recorder clerk shared drive.
		Deputy Marriage Commissioner oaths	Persons who are sworn in to perform one specific marriage ceremony	ASSESS-16	Recorder-County Clerk employees		CL	Date of oath + 1 YR	CL + 2 YRS	0			GC 26809
		Affidavit for Duplicate Marriage License	Document required if original marriage license is not acceptable for registering	ASSESS-17	Recorder-County Clerk employees		CL	Date of oath + 1 YR	CL + 2 YRS	0			GC 26809
		Affidavit Inability to Appear - Marriage License	Document required if one party to the marriage is unable to appear in person to apply for the marriage license	ASSESS-18	Recorder-County Clerk employees		CL	Date marriage license issued + 2 YRS	CL + 2 YRS	0			GC 26202, 26205
		Fictitious Business Name	Filing for "doing business as" notice	ASSESS-19	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927
		Affidavit of Fictitious Business Name Publication	Affidavit from newspaper that the FBN filing was published for the required 4 weeks	ASSESS-20	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927 - These documents are attached to the FBN statement and become part of the filing
		Abandonment of Fictitious Business Name	Public notice that a "dba" is no longer being used by a person	ASSESS-21	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927
		Withdrawal of General Partner - Fictitious Business Name	Public notice that a "dba" general partner is no longer associated with that dba	ASSESS-22	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927
		Process Server Registration	Registration of persons who are licensed to be process servers	ASSESS-23	Recorder-County Clerk employees		CL	Current term + 8 YRS	Current term + 8 YRS	0			BP 22351
		Professional Photocopier Registration	Registration of persons who are licensed to be professional photocopiers	ASSESS-24	Recorder-County Clerk employees		CL	Current term + 8 YRS	Current term + 8 YRS	0			BP 22452
		Legal Document Assistant Registration	Registration of persons who are licensed to be legal document assistants	ASSESS-25	Recorder-County Clerk employees		CL	CL + 15 YRS	CL + 15 YRS	0			BP 6403
		Unlawful Detainer Assistant	Registration of person who are licensed to be unlawful detainer assistants	ASSESS-26	Recorder-County Clerk employees		CL	CL + 15 YRS	CL + 15 YRS	0			BP 6403
		California Environmental Quality Act Reports	Cover Letter of Reports to Calif. Dept. of Fish and Game for CEQA filings	ASSESS-27	Recorder-County Clerk employees		CL	CL + 2 YRS	CL + 2 YRS	0			GC 26202
		Index of Environmental Filings	Index of CEQA filings	ASSESS-28	Recorder-County Clerk employees		P	Permanent	Permanent	0			F&G 711.4(e)(1). Kept on Recorder Clerk shared drive
		CEQA Filings	EIR, Negative Declaration etc. filings required for certain projects	ASSESS-29	Recorder-County Clerk employees		P	Permanent	Permanent	0			14 CCR 753.5(f)
		CEQA Postings	Postings for certain projects	ASSESS-30	Recorder-County Clerk employees		CL	CL + 2 YRS	CL + 2 YRS	0			14 CCR 753.5(f)
		Powers of Attorney - Surety Companies	See title.	ASSESS-31	Recorder-County Clerk employees		P	Permanent	Permanent	0			CCP 995.630

		Grand Jury Responses	See title.	ASSESS-32	Recorder-County Clerk employees		P	Permanent	Permanent	0			Penal Code 933
		Grand Jury Reports	See title.	ASSESS-33	Recorder-County Clerk employees		P	Permanent	Permanent	0			Penal Code 933
		Business Property Audits	See title.	ASSESS-34	Assessor office employees only		CL	CL + 8 YRS	CL + 8 YRS	0			GC 26202. See R&T 532.
		BOE-502-D / DORP	Change in Ownership Statement Death of Property Owner (DORP)	ASSESS-DORP	Assessor office employees only		P	7 YRS	N/A	N/A			R&T 465 ; retain 7yrs minimum. We like to keep for future reference/ research.
		BOE-58-AH Prop 58	Claim for Reassessment Exclusion for Transfer Between Parent and Child (Prop 58 Filed prior to 2013)	ASSESS-Prop 58	Assessor office employees only		P	7YRS	N/A	N/A			R&T 465 ; retain 7yrs minimum. We like to keep for future reference/ research.
		BOE-58-G Prop 193	Claim for Reassessment Exclusion for Transfer from Grandparent to Grandchild (Prop 193 filed prior to 2013)	ASSESS-Prop 193	Assessor office employees only		P	7 YRS	N/A	N/A			R&T 465 Retain 7yrs minimum. We like to keep for future reference/ research.
		Legal Entity support documentation	Legal Entity documents submitted to support exclusion; Operating Agreements, Partnership Agrmts, Articles of Incorp etc.	ASSESS-LE Supp docs	Assessor office employees only		P	N/A	N/A	N/A			There is no requirement to retain these documents. We like to keep for future reference/ research.
		LEOP Reports	Monthly Findings Report from BOE-LEOP with BOE 100-B and supporting documentation	ASSESS-LEOP	Assessor office employees only		P	7YRS	N/A	N/A			R&T 465. Retain 7yrs minimum. We like to keep for future reference/ research.
		Historical mapping changes	Maps, correspondence and support documentation	ASSESS-Hist Map Chgs	Assessor office employees only		P	Permanent	Permanent	N/A			There is no requirement to retain these documents. These are support documentation and correspondence submitted with mapping changes. These will continue to be valuable reference/support material when researching issues and changes to property lines.
		Mapping Split Sheet Packet	Internal documents used to assist appraiser with determining values when lots split, proposed maps, misc. documentation submitted with mapping request, and notes from mapper during mapping process.	ASSESS-Split Sheet Pkg	Assessor office employees only		P	Permanent	Permanent	N/A			These are the same types of documentation that would have been found under Historical Mapping Changes but now collected under different process/procedures. These contain, internal documents used to assist appraiser with determining values when lots split, proposed maps, misc. documentation submitted with mapping request, and notes from mapper during mapping process. These will continue to be valuable reference/support material when researching issues and changes to property lines.

Program: Clerk of the Board — **REV. 2026**

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
*** For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).**													
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*** Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.**													
		ABATEMENT OF PENALTIES	Appeals for abatement of tax penalties. May include claims for cancellation and refund of delinquent penalty applications, correspondence, notice statement list of entities for the State Board of Equalization (BOE).	COB-1	OV	CC	CU	CU+7YRS	3 YRS	4 YRS		CU+7YRS	R & T 483 allows for appeals to be filed with the Board of Supervisors (7) years retention recommended due to possible federal requirements. 2 years required - GC 26202 et seq..
		AGREEMENTS, CONTRACTS, LEASES (EXCL. CAPITAL IMPROVEMENT)	Original contracts and agreements approved by the BOS for the conduct of County business. Can include franchises, bonds, plans and specifications, accepted bids, reports and studies, correspondence, maps, memorandums, and printed materials. Basic contract or agreement contains name of contractor, contract number, date filed, description of work or service to be provided and signature of Chair of the BOS, Clerk and contractor. Approved to Form County.	COB-5	ALL	CC	CL	CL+10YRS	CL+3YRS	8 YRS	M	CL+10YRS	Includes leases, equipment, service or supplied. N10PU7685; 48 CFR.2; GC 53066; CCP 337.2, 334; B&P 7042.5, 2 years required - GC 26202 et seq..
		AGREEMENTS, CAPITAL IMPROVEMENT	Construction	COB-6	ALL	CC	I	I	3 YRS	I	M	I	Construction *GC37090; 4004;H&S 19850; Source for study of Public Works and construction projects. May provide visual evidence or architectural designs and mechanical devices. 2 years required - GC 26202 et seq..
		ALLOWANCE BOOK (Registers of Claims, Claims allowed)	Records of allowances made by the BOS for claims against the county funds. May contain the claim number, dates received and filed, amounts allowed, name of fund, name of claimant, materials or service provided and fund totals. See claims.	COB-7	OV	CC	I	I	3 YRS	I	M	I	Books from the 1880's may be a source for information on early Government needs and planning, on wages and prices for goods and services and on local businesses 2 years required - GC 26202 et seq..
		APPEALS (ZONING USE PERMITS VARIANCE) CIVIL	Records of appeals made to the BOS. May include correspondence, reports, notices, exhibits, protests of decisions, petitions, appraisals, forms, transcripts, grievances, applications, and variances.	COB-8	ALL	CC	I	I	3 YRS	I	M	I	Becomes part of the agenda packet; CCP 583.320(a)(3); 2 years required - GC 26202 et seq..

		APPLICATION FOR RELIEF	Applications for adult and orphan aid. May contain name of applicant, age, residence, marital status, number, names and dates of birth of children, names, address, and relationship of person with whom children reside, reason for request, amount and description of property, habits of sobriety, and date filed. (Records may no longer be created)	COB-9	OV	CC	I	I	3 YRS	I	M	I	Useful for an understanding of early systems of social services and source for study of welfare patters, aid amounts and reasons for relief requests. 2 years required - GC 26202 et seq..
		APPLICATIONS FOR BOARDS, COMMITTEES AND COMMISSIONS-NOT SELECTED	NOT SELECTED	COB-10	OV	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	2 years required - GC 26202 et seq..
		APPLICATIONS FOR BOARDS, COMMITTEES AND COMMISSIONS-SELECTED	SELECTED	COB-11	OV	CC	CU	CU+5YRS	CU+5YRS	none		CU+5YRS	2 years required - GC 26202 et seq..
		ASSESSMENT APPEALS-FILES	BOS sitting as the Board of Equalization (BOE) hears appeals on property tax assessments. Files may include: application for change in property assessments, statements, arguments, memos, correspondence, notes, stipulations, maps, appraisals and Findings of Fact. Waivers (2-year time limit)	COB-13	OV	CC	CL	CL+5YRS	CL+5YRS	none	M	CL+5YRS	GC 25105.5 authorizes destruction of assessment appeals apps. Five years after final action; 2 years required - GC 26202 et seq. Files to be held off-site once inactive.
		AUDIO TAPE RECORDINGS	Audio tape recordings of meetings and hearings of the BOS and all boards, commissions and special districts where the BOS sites as the governing body.	COB-14	OV	CC	CU	CU+2YRS	30 DAYS	none	S	CU+2YRS	Audio Tapes are saved until after the minutes are approved GC §54953.5(b)
		AUDIT REPORTS	Audits of county departments filed with the BOS.	COB-15	ALL	CC	I	I	3 YRS	I	M	I	Becomes part of the Agenda Packet; 2 years required - GC 26202 et seq.
		BOARD OF EQUALIZATION MINUTES	Minutes of the Board of Supervisors acting ex-office as the Board of Equalization (BOE). The sole function of the BOE was to decide on matters of property assessments. Contains date and place of meeting, names of property, nature of changes and corrections in assessment and names of members present. May include applications for reduction in tax assessments.	COB-17	ALL	CC	I	I	3 YRS	I	M	I	R & T Section 1611 requires County BOE to keep a record of its proceedings. 2 years required - GC 26202 et seq.
		BONDS AND TAX ANTICIPATION NOTES	Records pertaining to bonds, apportionments and tax anticipation notes. May include receipt for bonds, evidence of payment, prospectuses, orders to sell bonds, correspondence, reports, schedules, notices fillings.	COB-19	ALL	CC	CL	CL+10YRS	0	CL+10YRS	M	CL+10YRS	Statute of Limitations for municipal bonds are maturity, cancellation, or redemption + 10 years; Records destroyed 5 years after cancellation of bond GC 29940 - GC29942 permits BOS to destroy unused bonds 2 years after election authorizing their issuance. 2 years required - GC 26202 et seq., CCP 336(a), 337.5(2)

		BUDGETS, FINAL	Annual County budgets are prepared by the auditor and county administrator and presented to the BOS for review and approval. Should contain budget totals for each county office and agency, amount of funds requested and proposed, budget history information, salary ranges for county positions, and summaries of budget by fund, of estimated revenues, and of estimated fiscal requirements.	COB-20	ALL	CC	I	I	3 YRS	I	M	I	Part of the Agenda Packet; 2 years required - GC 26202 et seq.
		CITY SELECTION COMMITTEE, MEETINGS AND MINUTES	Minutes of regular meetings of the City Selection Committee. Committee is composed of representatives from local cities whose function is to select appointees to several county commissions. May include date and time of meetings, members attending, internal organizational matters, etc.	COB-22	ALL	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq.
		CONFLICT OF INTEREST CODES	Conflict of Interest Codes adopted for special districts, Grand Jury, boards and commissions, school districts and new County departments. May include resolution, Conflict of Interest Code and miscellaneous addenda.	COB-26	ALL	CC	I	I	3 YRS	I	M	I	Adopted by Resolution; 2 years required - M292 years required - GC 26202 et seq.
		GENERAL CORRESPONDENCE not related to agenda items	Communications to and from the BOS on a wide range of subjects relating to county affairs.	COB-29	OV	CC	CU	CU+2YRS	CU+2YRS	none	S	CU+2YRS	2 years required - GC 26202 et seq.
		EASEMENTS / DEEDS	Any original recorded document returned to the COTB; deed (property title) easement (access/use of property)	COB-30	ALL	CC	I	I	1 YR	I	M	I	Certified copies are on file with the County Recorder. Originals are on file with the Clerk of the Board. 2 years required - GC 26202 et seq.
		ELECTIONS - HISTORICAL	Election records filed with the BOS. Generally includes statement of votes and election certifications.	COB-31	ALL	CC	I	I	3 YRS	I	M	I	Becomes part of the Agenda Packet; 2 years required - GC 26202 et seq.
		ORDINANCES	Original ordinances of the County adopted by the BOS and governing body for special districts. May include date adopted, title, text ordinance number, zoning maps and the vote of the BOS.	COB-46	ALL	CC	I	I	3 YRS	I	M	I	GC 25102; 2 years required - GC 26202 et seq..
		SUMMONS or SUBPOENAS		COB-48	ALL	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	Only for those directed to the Clerk of the Board; 2 years required - GC 26202 et seq..
		PERMITS AND LICENSES	Records pertaining to the permits, licenses and waivers approved by the BOS. Includes Taxi Permits and Card Room Permits, applications.	COB-49	ALL	CC	CL	CL + 5 YRS	CL + 3 YRS	2 YRS		CL+5YRS	2 years required - GC 26202 et seq..

		POLICIES AND PROCEDURES	Policies, rulings and bylaws established or approved by the BOS. May include bylaws, statements, clippings, correspondence, reports guidelines, rules and regulations, standards, or orders amending policies.	COB-51	ALL	CC	KC	CU+2YRS	CU+2YRS	none	M	CU+2YRS	2 years required - GC 26202 et seq. Until superseded.
		RECORDS OF BURIAL OF EX-UNION SOLDIERS	Records of burial of Union Civil War veterans made at county expense. Contain name, rank, company, civil occupation, and nativity of soldier, date of entry into service, date of discharge, dates and places of death and burial affiliations of Grand Army of the Republic, and amount of burial expenses. (Late 19th and early 20th century record now obsolete.)	COB-53	ALL	CC	I	I	3 YRS	I	M	I	Source of Genealogical Information; 2 years required - GC 26202 et seq.. M & V 948
		REGISTERS (RECORDS) OF ORPHANS AND HALF-ORPHANS	A record of applications for county aid for needy children. Contains date and number of application, name, sex, and age of child, name address, birthplace, and relationship of person caring for child, reason for request, and amount of property owned. (Early 20th century record now obsolete.)	COB-54	C	CC	I	I	3 YRS	I	M	I	*** Useful for treatment of need children in the 20th Century, for study of welfare system and reasons for applications. 2 years required - GC 26202 et seq..
		ROAD BOOKS (ROAD RECORDS, ROAD ACCOUNTY ROAD PROCEEDINGS, ROAD REGISTERS)	Records of the BOS actions and deliberations on the planning, construction, and maintenance of County roads and related public works. Contains date of meeting, orders and resolutions presented and approved names of supervisors present, and actions taken. May include original maps and surveys, field notes, and other topographical documents. Road books are generally a 19th Century record now obsolete. Road books were maintained separately from minute books. Early volumes may have a separate index; later volumes are usually indexed to the minutes of the BOS.	COB-58	ALL	CC	I	I	3 YRS	I	M	I	Source for study of the development of County Transportation System. 2 years required - GC 26202 et seq..
		SCHOOL DISTRICT FILES - HISTORICAL	BOS records pertaining to county school district. May include notices, requests, correspondence, budgets, appointment information, mitigation reports, waivers, reports of the superintendent, statements, etc.	COB-59	ALL	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq..

		SUBDIVISION FILES	Records related to the creation of new subdivisions within the County. May include planning department reports, maps, notice of public hearings and related backup.	COB-62	ALL	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq..
		VIDEO TAPES / VIDEO RECORDINGS	Video tape recordings made during meetings and hearing of the BOS and other boards, commissions and special districts where the Board sits as the governing body.	COB-63	ALL	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	GC §26202.3, 34090.6

Exhibit "D"

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County Counsel													**REV. 2026**
	County Counsel General												
		Assessment Appeals	Records documenting the appeal of property tax amount, including owner's appeal, BOE/Assessment Appeals Board decision/findings, attorney's notes	COCO-1	Restricted to Dept. use only		CL	CL + 6 YRS	CL + 2 YRS	4 YRS		CL+6	CCP 338 (3 year statute of limitations); CCP 341 (6 months statute of limitations); Govt. Code 25105.5 (5 years); Rev. & Tax. 465 (6 years)
		Bail Bond Motion Files	Records of bail summary judgments, receipt of payments, proof of transfer of funds to court; attorney notes	COCO-2	Restricted to Dept. use only		CL	CL + 2 YRS	CL + 1 YR	1 YR		CL+2	Penal Code 1305 (180-day statute of limitations); Govt. Code 26202
		Case Files, Code Enforcement	Case files, including PBES history, correspondence, orders, notices, pictures, attorney notes.	COCO-3	Restricted to Dept. use only		CL	CL + 5 YRS	CL + 2 YRS	3 YRS		CL+5	Govt. Code 26202; CCP 583.310 (5-year rule)
		Case Files, Human Resources	Case files, including grievances, writs, disciplinary actions, correspondence, federal or state litigation matters, attorney notes	COCO-4	Restricted to Dept. use only		CL	CL or separation from County service whichever is later + 10 YRS	CL or separation from County service whichever is later + 2 YRS	8 YRS		CL or separation from County service whichever is later + 10 YRS	Govt. Code 26202; Govt. Code 12946 (2 years); Labor Code 1198.5 (3 years); CCP 337 (4 years)
		Case Files, Juvenile Dependency	Case files involving minors. May include petitions, birth certificates, notices, citations, orders, social worker reports, court filings, correspondence, parent locator discovery reports, Child Welfare Indian documents, minute orders, paternity tests, attorney notes	COCO-5	Restricted to Dept. use only		CL	CL+ child reaches 28	CL + 2 YRS	26 YRS		CL+ child reaches 28	Govt. Code 68152(e) (until child age 28); Welf. & Instit. 826 (5 years)
		Case Files, Litigation	Records relating to county action in civil and criminal cases or actions involving property such as eminent domain, including court filings, investigative materials, petitions, notices, correspondence, attorney notes	COCO-6	Restricted to Dept. use only		CL	CL + 10 YRS	CL + 5 YRS	5 YRS		CL + 10 YRS	Govt. Code 68152(a) (10 years); CCP 583.310 (5-year rule)

		Case Files, Probate and Conservatorship	Records relating to Mental Health or Public Guardian in probate or conservatorship matters, including petitions, accountings, correspondence, court orders, court filings, letters of conservatorship, attorney notes	COCO-7	Restricted to Dept. use only		CL	CL + 5 YRS	CL + 3 YRS	2 YRS		CL + 5 YRS	Govt. Code 68152(a)(11) (5 years)
		County Department/Districts files	Records may include correspondence, memoranda, research, notes	COCO-8	Restricted to Dept. use only		CU	CU + 6 YRS	CU + 3 YRS	3 YRS		CU + 6 YRS	Govt. Code 26202
		Law Enforcement Writs and Motions	Including Pitchess proceedings, writs related to jail conditions, return of property	COCO-9	Restricted to Dept. use only		CL	CL + 2 YRS	CL +1 YR	1 YR		CL + 2 YRS	Govt. Code 26202
		Settlement Agreements	Agreements ending a dispute or lawsuit involving the County	COCO-16	Restricted to Dept. use only		I	CL + 2 YRS	I	N/A		I	
	Conflict Public Defender												
		Felony	All felony cases	COCO-10	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	California State Bar Formal Opinion Interim No. 19-004 addresses lawyers' ethical obligations to retain client files relating to all types of criminal matters. The opinion provides that such files must be retained for the life of the client, unless the client expressly authorizes the destruction of the files. Paper client files will be kept on site for the period stated in the "On Site" column. Thereafter, comprehensive, readable, and complete client files will be preserved electronically until the death of the client or until the client grants the Conflicts Public Defender explicit permission to destroy the records.
		Juvenile	All juvenile cases	COCO-11	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	
		Juvenile Sealed	Juvenile records where petition to seal records was granted.	COCO-12	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	
		Misdemeanor - All	Cases where main charge is a misdemeanor	COCO-13	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	

		Mental Health	Including but not limited to LPS, Probate, Limited Conservatorships	COCO-14	C	CC	I	Until death of client or client permission for destruction	CL + 5 YRS	N/A	M	Until death of client or client permission for destruction	The Conflicts Public Defender will shred paper files upon converting the paper files to electronic files. Electronic files will be maintained for the life of its client unless given permission by the client to destroy them.
		Orders to Show Cause	Civil contempt cases filed for non-payment of child support	COCO-15	C	CC	I	Until death of client or client permission for destruction	CL + 5 YRS	N/A	M	Until death of client or client permission for destruction	

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.													
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
Public Defender													REV. 2026
	ALL												
		Felony	All felony cases	PD-1	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	California State Bar Formal Opinion Interim No. 19-004 addresses lawyers' ethical obligations to retain client files relating to all types of criminal matters. The opinion provides that such files must be retained for the life of the client, unless the client expressly authorizes the destruction of the files. Paper client files will be kept on site for the period stated in the "On Site" column. Thereafter, comprehensive, readable, and complete client files will be preserved electronically until the death of the client or until the client grants the Public Defender explicit permission to destroy the records. The Public Defender's Office will shred paper files upon converting the paper files to electronic files. Electronic files will be maintained for the life of its client unless given permission by the client to destroy them.
		Juvenile	All juvenile cases	PD-2	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	
		Juvenile Sealed	Juvenile records where petition to seal records was granted.	PD-3	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	
		Misdemeanor - All	Cases where main charge is a misdemeanor	PD-4	C	CC	I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	Until death of client or client permission for destruction	
		Mental Health	Including but not limited to LPS, Probate, Limited Conservatorships	PD-5	C	CC	I	Until death of client or client permission for destruction	CL + 5 YRS	N/A	M	Until death of client or client permission for destruction	
		Orders to Show Cause	Civil contempt cases filed for non-payment of child support	PD-6	C	CC	I	Until death of client or client permission for destruction	CL + 5 YRS	N/A	M	Until death of client or client permission for destruction	

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.													
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
*Method of Disposition: D=Discard (Recycle), S=Shred, A=Archives, M=Imaging, P=Purge, R=Return													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
Public Works													**Rev. 2026**
	Surveying Services												
		Certificates of Compliance	Individual application files related to the review and determination of parcel compliance with state and local subdivision ordinances. May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, Chain of Title Guarantee, Site Map, Correspondence, Comments from other Departments, Parcel Descriptions, Parcel Narrative, Environmental Documents, Noticing, Letter of Determination	PW-COC	OV		I	I	CU+ 2 YRS	I	M	I	GC§ 66499.35, NCC§ 17.52, Dept. Preference Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		Lot Line Adjustments	Individual application files related to the review of requests to adjust parcel boundary lines. May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, LLA Exhibit, Correspondence, Comments from other Departments, Letter of Determination, Signed/Stamped Legal Descriptions	PW-LLA	OV		I	I	CL+1 YR	I	M	I	GC§ 26201, GC§ 66412(d), NCC§ 17.46, Dept. Preference Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		Voluntary Merger of Parcels	Individual application files related to the review of requests to merge adjoining parcels under common ownership. May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, Merger Exhibit, Correspondence, Comments from other Departments, Letter of Determination,	PW-MGR	OV		I	I	CL+1 YR	I	M	I	GC§ 26201, NCC§17.51, Dept. Preference Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		Corner Records	Documentation of monument recovery & replacement	PW-CR	ALL		I	I	CU+1 YR	I	M	I	CCR Title 16, Div 5, §464(f)
		Records of Survey	Individual application files related to the review of maps prepared in accordance with Business & Professions Code § 8762 et seq.	PW-RecordofSurvey	OV		CU	I	CU+1 YR	N/A	D	I	GC§ 26202, BPC§ 8770
		Subdivision Map Application	Individual application files related to the review and approval of Parcel Maps and Final Maps May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, Closure Calculations, Right of Way Dedications and Acceptances, Improvement Agreements, Improvement Plans, Correspondence	PW-SubMap	OV		I	I	CU+2 YRS	I	M	I	GC§ 26201, GC§ 66410 et seq., NCC§ 17.20, NCC§ 17.22 Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		Miscellaneous Survey Data and Files	May Include: Survey Notes, Maps, Benchmarks, Unrecorded Maps	PW-SurveyInfo	OV		?	?	CL+5 YRS	I	A	I	Dept. Preference

Exhibit "F"

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.													
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
*Method of Disposition: D=Discard (Recycle), S=Shred, A=Archives, M=Imaging, P=Purge, R=Return													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
Public Works													Rev. 2026
	Surveying Services												

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.													
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
SHERIFF													**REV. 2026**
	Administration												
		Accident - Occupation Injury	Current Employees, Terminated/Retired Employees	SO-1	Restricted to Dept. use Only		CU for current employees, CL + 10 YRS for terminated/retired employees		CU for current employees, CL + 10 YRS for terminated/retired employees	0			Original records are maintained in HR/Risk. Records are required to be maintained for 5 years after injury, or 30 years for chemical or toxic exposure (Cal/OSHA General Industry Safety Orders 3203 & 3204). The department keeps copies on site for the identified years.
		Background Investigation	Current Employees. Background check documentation for employees at the time of hire.	SO-2	Restricted to Dept. use Only		CU		CU	0			GC 26202 retained for administrative value
		Background Investigation	Terminated/Retired Employees. Background check documentation for employees who are terminated or retired.	SO-3	Restricted to Dept. use Only		CL (Termination/retirement) + 1 YRS		CL + 1 YRS	10			Gc 26202. 5 yrs after Termination/Retirement
		Background Investigation	Applicant Backgrounds. Background check documentation for unsuccessful job applicants.	SO-4	Restricted to Dept. use Only		CL (Rejection) + 3 YR		CL + 3 YR	0			Eligibility lists are 1 year and can be extended 1 year; EEOC/FLSA/ADEA (Age) requires 3 years; State Law requires 2-3 years; 29 CFR 1627.3(a)(5) and (6), 8 CCR 11040.7(c), GC 12946, 26202
		Citizen Complaints	Complaints from Citizens	SO-5	Restricted to Dept. use Only		CL (Close of Investigation) + 5 yrs		CL + 5 YRS	0			Any documents relating to citizen complaints or investigation in response citizen complaints relating to members of the Sheriff's Dept and internal affairs investigation. If evidence in any claim filed or any pending litigation or potential litigation the document shall be preserved for five years after the conclusion of litigation.
		Personnel Files - Auxiliaries	Active - Auxiliary Members	SO-6	Restricted to Dept. use Only		CU		CU	0			GC 26202
		Personnel Files - Auxiliaries	Inactive - Auxiliary Members	SO-7	Restricted to Dept. use Only		CL + 10 YRS		CL + 3 YRS	7 YRS			GC 26202
		Personnel Files - Employees	Records documenting detailed personnel actions including documentation of completed trainings for current and former employees not covered in other, more specific categories	SO-8	Restricted to Dept. use Only		CL + 10 YRS		CU	10 YRS			GC 26202
		Personnel Files - Reserves - Inactive	Inactive Reserve Members	SO-9	Restricted to Dept. use Only		CL (Inactive w/Dept) + 10 YRS		CL + 3 YRS	7 YRS			GC 26202
		Training Files	Expense statements or receipts for trainings taken by employees	SO-10	Restricted to Dept. use Only		CU + 7 Years		CU	7 YRS			GC 26202. Duplicates of all reports may be destroyed at anytime when the duplicates are no longer needed.
	Civil												
		Civil Cases Closed	Closed civil case files	SO-11	Restricted to Dept. use Only		CL + 5 YRS		CL + 3 YRS	2 YRS			GC 26202
		DV Restraining Order Billing	Billing records related to Domestic Violence Restraining Order	SO-12	Restricted to Dept. use Only		CU + 5 YRS		CU + 2 YRS	3 YRS			GC 26202
		Sold Real Property Levies	All documents related to real property levies	SO-13	Restricted to Dept. use Only		I		Permanent	0			Permanent

	Coroner												Pursuant to 27463 and 27463.5 of the California Government also People vs Williams 1959 34 2D 47 174 C.A. 2ND 364, Certi denied 80 S.CT. 1244, 363 U.S. 4L ED. 2nd 1150
		Case Files	Coroner Reports	S0-14	Restricted to Dept. use Only		I		CU + 3 YRS	Permanent			Duplicates of all reports may be destroyed at anytime when the duplicates are no longer needed.
		Case Files - Microfilm	Coroner Reports Prior to 1981	SO-15	Restricted to Dept. use Only		I		Permanent	0			GC 26202
		Photos - Fingerprints	Coroner Cases	SO-16	Restricted to Dept. use Only		I		Permanent	0			GC 26202
		X-Rays	Coroner Cases	SO-17	Dept. use		I		Permanent	0			GC 26202
		Coroner Books	Deceased Book	SO-18	Restricted to Dept. use Only		I		Permanent	0			GC 26202
	Records												
		Cleared Warrants	Arrest Warrants	SO-19	Restricted to Dept. use Only		CU + 2 YR		CU + 2 YR	0			GC 26202
		Criminal Files (Deceased)	Criminal Files of individuals who are deceased	SO-20	Restricted to Dept. use Only		CL (Date of Death) + 2 YRS		CU + 2 YR	0			GC 26202
		Criminal Files	Active Criminal Files	SO-21	Restricted to Dept. use Only		I		Permanent	Permanent			1985 to current are stored in house, prior to 1985 all files are located off-sight
		Dealer Record of Firearms	Sales of Firearms	SO-22	Restricted to Dept. use Only		CU + 1 YR		CU + 1 YR	0			GC 26202
		Explosive Permits	All documents related to explosive permits	SO-23	Restricted to Dept. use Only		CL (Permit Expiration Date) + 2 YRS		CL + 2 YRS	0			GC 26202
		Concealed Weapons Permits	Active Concealed Weapons Permits	SO-24	Restricted to Dept. use Only		CU		CU	0			Active CCW permit holders. DOJ manages the sale and transfer of firearms. GC 26202, PC 12070 et seq.
		Concealed Weapons Permits	Inactive Concealed Weapons Permits	SO-25	Restricted to Dept. use Only		CL (Permit Expiration Date) + 2 YRS		CL + 2 YRS	0			DOJ manages the sale and transfer of firearms. GC 26202, PC 12070 et seq.
		Incident Reports	Crime Reports	SO-26	Restricted to Dept. use Only		I		Permanent	Permanent			1950's to 1982 Microfilm located in house. 1982 thru 2002 off-site, 2003 to current onbase & ILEADS
		Citations	Citation/Tickets	SO-27	Restricted to Dept. use Only		CU + 2 YRS		CU + 2 YRS	0			GC 26202
		Index Cards to Subpoenas	Index Cards to Subpoenas, writ ordering a person to attend a court	SO-28	Restricted to Dept. use Only		CL (Appearance Expiration Date) + 2 YRS		CL + 2 YRS	0			GC 26202
		Narcotic Registrants	Registration of persons convicted of narcotics charges	SO-29	Restricted to Dept. use Only		CL (After no longer required to register) + YRS		CL + 10 YRS	0			11590 HS
		Sex Registrants	Sex offender registration. When a sex offender is released into the community, the agency forwards the registration information to DOJ	SO-30	Restricted to Dept. use Only		CU + 100 YRS		CU + 100 YRS	0			Retain for 100 yrs unless registrant dies, then 2 years after death. 290 PC
		Sealed Records	Court Ordered Records	SO-31	Restricted to Dept. use Only		CU + 5 YRS		CU + 5 YRS	0			Destroy after 5 YRS or Age 38, depending on Court Order
		Restraining Orders	Current / Expired	SO-32	Restricted to Dept. use Only		CU + 2 YRS		CU + 2 YRS	0			Current / Expired two years after expiration (paperless since 2003)
	INVESTIGATIONS/CSI/PROPERTY												
		Photos & Latents	Crime Scene	SO-33	Restricted to Dept. use Only		I		Permanent	Permanent			GC 26202

		Pawn Tickets	Pawned Items Various Counties	SO-34	Restricted to Dept. use Only		CU + 3 Years		CU + 3 Years	0			3 years (Paperless) GC 26202
		Stolen Property	Records of stolen property	SO-35	Restricted to Dept. use Only		CU + 3 Years		CU + 3 Years	0			GC 26202
		Evidence Lab Rpts	Lab reports for evidence	SO-36	Restricted to Dept. use Only		I		CU + 2 Years	Permanent			GC 26202
	ANIMAL SERVICES												
		Incident Reports	Animal Control Reports	SO-37	Restricted to Dept. use Only		I		CU + 5 YRS	Permanent			GC 26202
		Evidence Photos	Photos	SO-38	Restricted to Dept. use Only		I		CU + 5 YRS	Permanent			GC 26202

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
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* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
Public Works													
	Engineering/Design												**NEW 2026**
		CIP-Project Files	Records and information related to the analysis, design, development, planning, and construction or conversion of public works, capital improvement, and engineering projects for County facilities and infrastructure. Examples: As-Built Record Plans, Final Improvement Plans, technical specifications, drainage calculations, structure calculations, submittals, Certificates of Compliance/Notice of Non-Compliance, Construction Tracking, Daily Inspection Reports, Certificates, Materials Testing Reports, Engineer's Reports, Soils Reports, Geotech Studies, Log of test borings, Standard Plans, O&M Manuals, Warranty Letters, Non-Disclosure Agreements, Drawings, Traffic Control Plans, structural calculations, maps and plats, photos/pictures/videos, Request for Authorization to Proceed (Caltrans), Legal easements and abandonments, dedications, rights-of-way Environmental documents and permits such as: Encroachment Permits, Environmental Impact Statements, NEPA document, E.I.R., M.N.D., Notice of Determination, Categorical Exemptions, and CDFW, RWQCB, USACE, and other regulatory permits, drainage Permits, SWPPP/ WPCP, CEQA, Geotechnical reports, Environmental Impact Reports, Water Resource Studies	PW-ENG 1	OV	CC Approved	I	CL+10	CL+5	I	A	Indefinite	CCP §337.15, GC 4004, PRC 21167.6(e)(10), Dept. Preference
		CIP-Contract and Agreements	Contracts, agreements, amendments, and construction contract change orders related to CIP, IFBs, RFPs, RFQs, Successful/Accepted Bids/Proposals/Qualifications, Notice of Completion	PW-ENG 2	OV	Researched	I	I	CL+5	I	M	Indefinite	CCP §337.15, GC 4004, GC 26202
		CIP-Unaccepted Bids & Proposals	Unaccepted bids for proposals for a public work	PW-ENG 3	OV	Researched	B	2 YRS	2 YRS	-	D	2 YRS	GC 26202.1
		CIP-Project Administration Documents that support process and progress of project to completion.	Supporting documents - records related to CIP other than Project files. Examples: Notice to Contractors, Bidders Lists, Schedules, Punch Lists, Progress Payments, Weekly Project Minutes, Certified Payrolls, Progress Payments, Real Estate Appraisals, Prequalification Packets, Preliminary Notices, Requests for Information (RFIs), Truck tickets/weight tags, Notice to Contractors-Returned Mail, invoices to Caltrans, reports to Caltrans, E76, field review, etc.	PW-ENG 4	OV	CC Approved	CL	CL+10	CL+5	5 YRS	S	CL+10	CCP §337.15, GC 4004, Caltrans Master Agreement 04-5921F15

Exhibit "H"

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.													
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
Public Works													
	Engineering/Design												**NEW 2026**
		Non CIP-Project/Program Files	Projects or programs not considered as Capital Improvement Projects Examples: Pavement Management Program, Bridge Preservation Program, Highway Bridge Program, Highway Safety Improvement Program, Disadvantaged Business Enterprise Program, Local Roads Safety, Stormwater Management, etc. ADA reports: ADA transition plans, County Building Barrier Evaluation Plans, new facilities and ADA Modification Records	PW-ENG 5	OV	CC Approved	CL	CL+10	CL+5	5 YRS	M	CL+10	CCP §337.15, GC 26202 Hard copy can be destroyed once electronically recorded
		Non CIP - Maps and Plats	Engineering and field notes and profiles; cross-section of roads, streets, right-of-way, bridges; may include annexations, parks, tracts, block, storm drains, water easements, bench marks, trees, grading, landfill, fire hydrants, base maps, etc.	PW-ENG 6	OV	CC Approved	I		CU+5	I	A	Indefinite	GC 26202
		PW Historic Road Files	Bridges, Road Deed description, original road plans, Guardrail plans, cross sections, Traffic Control Plan. Examples: As-built and final plans and drawings for County buildings, bridges, dams, water system and other structures	PW-ENG 7	OV	CC Approved	I	I	CU+5	I	A	Indefinite	Dept. Preference, Historical Value
		Photos/Pictures - Non CIP	Photos and pictures not related to CIP	PW-ENG 8	OV	CC Approved	I		CU+5	I	A	Indefinite	Dept. Preference
		Regulatory Files	Documents for regulatory compliance including annual and other reports, etc.	PW-ENG 9	OV	CC Approved	AU		AU+3 or CU+5 if no audit	5 YRS	M	AU+8 or CU+10 if no audit	GC 26202, Dept. Preference Hard copy can be destroyed once electronically recorded

Department	Division	Description	Explanation	Document Type	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total Retention Time	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.													
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
ALL													Red-line REV. 2026
	Financial Records												
		Accounting Reports generated by the departments	May include various accounting reports including encumbrance reports, revenue/expense reports.	ALL-1	OV	CC Approved	CU		CU + 2 YRS	0		CU + 2 YRS	Reports are retained in the PeopleSoft system. Keep for CU + 2 YRS for audit purposes.
		Accounts Payable	May include records related to the procurement of and payment for goods and services; warrants/ledgers, purchasing records, claims, invoices, petty cash records, travel expense.	ALL-2	OV	CC Approved	CU		Minimum of CU + 1 YR	4 YRS		CU + 5 YRS	ORIGINALS: GC 26907. CU + 5 YRS retention. COPIES: Keep for CU + 2 YRS for audit purposes. If any of the documents are for grants refer to the retention schedule for Grants. Also reference Auditor-Controller's Office's 'Accounts Payable Procedures for Departments' section N.
		Accounts Receivable & Cash Receipts	May include deposit authorizations, receipts, bank statements and reconciliations, interoffice & outside billings for services provided by the County offices.	ALL-3	OV	CC Approved	CU		Minimum of CU + 1 YR	4 YRS		CU + 5 YRS	ORIGINALS: GC 26907. CU + 5 YRS retention. COPIES: Keep for CU + 2 YRS for audit purposes. If any of the documents are for grants refer to the retention schedule for Grants.
		Federal and State Funds	Supporting documents for the funding from the Federal and State Government.	ALL-4	OV	CC Approved	CL		Minimum of CL + 2 YRS	3 YRS		CL + 5 YRS, or until audited, whichever is first	GC 26202. If retention is depicted in funding documents, follow as required in documents unless County Retention Schedule exceeds.
		Grants-Successful grants	May include applications, correspondence [emails] and other records relating to successful applications.	ALL-5	OV	CC Approved	CL		Minimum of CL + 2 YRS	3 YRS		CL + 5 YRS	GC 26202. If retention is depicted in Grant documents, follow as required in Grant documents unless County Retention Schedule exceeds.
	Purchasing Records												

		Bid and Proposal Files - **Non** Infrastructure/Public Projects (Successful bids and proposals only)	May include request for bids and proposals to provide the agency with goods or services.	ALL-6	OV	CC Approved	CL		CL + 2 YRS	2 YRS		CL + 4 YRS	See CCP 337.
		Contracts and Agreements (Approved by the Department Head or the County Executive Officer)	Professional services agreement signed by the Department Head or the County Executive Officer (AUD contracts).	ALL-7	OV	CC Approved	CL		Minimum of CL+ 2 YRS	8 YRS		CL+ 10 YRS	Department retains the Original AUD contracts. For any contracts where grants involving federal or state funds, reference the retention schedule under that category.
		Department Purchase Orders	Purchase orders issued by the Departments per Purchasing Policy or per delegated authority.	ALL-8	OV	CC Approved	CU		CU + 5 YRS	0			GC 25501.5. All requisitions and related procurement documents shall be retained for a period of not less than three (3) years. Also reference 'Purchasing Manual' section 5-2.1.
General Records													
		General Correspondence	Includes memos, minutes, meeting agendas, letters, faxes, press releases, public records requests, notes from Department meetings and unsuccessful grant applications.	ALL-9	OV	CC Approved	CU		CU + 2 YRS	0		CU + 2 YRS	GC 26202.
		Procedures	Departmental Procedures also known as Departmental Policies.	ALL-10	OV	CC Approved	CL		CL+ 2 YRS	0		CL + 2 YRS	GC 26202. If a Policy or Procedure changes mid-year, an auditor would need both the current and the superseded versions to ensure financial transactions or other procedures are in accordance with the Department Policy and Procedure.
		Archives	Archival documents	ALL-11	ALL		I		I	I		I	Historical records, without a clear owner. Retain until ownership and proper retention can be determined
Committees, Commissions & Boards (COTB responsible for records of BOS and other bodies where BOS sits as the governing body; Liaison departments responsible for the records of their assigned bodies)													

		AGENDAS & AGENDA PACKETS	Agendas of the meetings and hearings of the BOS and all boards, commissions and special districts. May include agendas & staff reports for special districts and other entities governed by the BOS as well as special meeting notices, certificates of posting, original summaries, original communications and action agendas for Boards, Committees and Commissions. Includes Affidavits of Posting / Legal Advertising / Affidavits of Publications.	ALL-12	ALL	CC	I	I	3 YRS	I	M	I	Agenda information is included in the minutes which are a permanent record. In addition the agendas are online and included in the agenda packets which are permanent. 2 years required - GC 26202 et seq.. **REPLACES COB-4**
		BOARDS, COMMISSIONS & COMMITTES	May include oaths of office, and membership lists.	ALL-13	OV	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq. **REPLACES COB-18** **INCORPORATES COB-43**
		MINUTES	Minutes of the proceedings of the BOS and all boards, commissions and special districts. Included ordinances and resolutions, appointments and resignations of County officers and employees, statements of election results, lists of claims made against the County, budget information, and any reportable actions taken in closed session. Generally contains date, time and place of meeting, names of members present and absent, nature of business, actions taken, and recorded vote of the governing body.	ALL-14	ALL	CC	I	I	0	I	M	I	2 years required - GC 26202 et seq.. **REPLACES COB-42** **INCORPORATES COB-56**
		PETITIONS	Petitions sent to the BOS or any board, commission or special district protesting or requesting board action. May include signed petitions verified by the County clerk. Does not include Referendum, Initiative or Recall petitions.	ALL-15	C	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	2 years required - GC 26202 et seq.. **REPLACES COB-50**

		RESOLUTIONS	Resolutions are evidence of the formal opinion of determination of the BOS and all boards, commissions and special districts. Original resolutions passed by the BOS and all boards, commissions and special districts. Contains date passed, number and subject of resolutions, names of interested parties, names of members voting and nature of action.	ALL-16	ALL	CC	I	I	3 YRS	I	M	I	GC 25102.1; 2 years required - GC 26202 et seq.. **REPLACES COB-57**

Program: Assessor-Recorder/County Clerk — Red-line REV. 2026

Dept	Div	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement). * Destruction of duplicate copies is authorized pursuant to Government Code Section 26201. * Departments may keep records onsite longer in order to fill up the box before sending to the Records Center. * Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, P=permanent * Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
		Preliminary Change of Ownership Report	Filed with every document that affects property ownership	ASSESS-1	Assessor office employees only		CU	CU + 7 YRS	CU + 1 YR	6 YRS			R&T 834.
		571L Business Property Statements	Statements filed each year by business property owners	ASSESS-2	Assessor office employees only		CU	CU + 7 YRS	CU + 4 YRS	3 YRS			R&T 834.
		Homeowner Exemption Claim Form	Claim filed by property owners to qualify for the homeowner exemption	ASSESS-3	Assessor office employees only		CL	6 YRS after the lien date and 6 YRS after exemption last granted.	CL + 1 YR	5 YRS			R&T 465
		Federal Tax Lien (Released)	Document recorded to serve notice that a tax lien has been satisfied	ASSESS-4	This is a public record that can be viewed by anyone		P	Permanent	Hard Copy: Once the film has been made, original hard copy mailed to the address on the document. Electronic: Film stored permanently on offsite storage.	N/A			GC 27206 - Department has silver film made by a vendor and store it offsite. Once the film has been made, the original is mailed to the address on the document - usually 4 -6 weeks. Images stored on \\doc1\images server.
		Federal Tax Lien (Unreleased)	Public notice that a lien has been recorded	ASSESS-5	This is a public record that can be viewed by anyone		P	Permanent	Hard Copy: Once the film has been made, original hard copy mailed to the address on the document. Electronic: Film stored permanently on offsite storage.	N/A			GC 27206 - Department has silver film made by a vendor and store it offsite. Once the film has been made, the original is mailed to the address on the document - usually 4 -6 weeks. Images stored on \\doc1\images server.
		Notice of Completion	Public notice that construction on a property has been completed.	ASSESS-6	This is a public record that can be viewed by anyone		CL	CL + 5 YRS	Hard Copy: Once the film has been made, original hard copy mailed to the address on the document. Electronic: Film stored permanently on offsite storage.	N/A			GC 27205 - Typically no plans, etc are presented when a notice of completion is recorded. Department has silver film made by a vendor and store it offsite. Once the film has been made, the original is mailed to the address on the document - usually 4 -6 weeks. Images stored on \\doc1\images server.
		Original Recordable Documents	Document recorded for transfer of property etc.	ASSESS-7	This is a public record that can be viewed by anyone		P	Permanent	Hard Copy: Once the film has been made, original hard copy retained for 2 YRS from recording. Electronic: Film stored permanently on offsite storage.	N/A			GC 26205.6 - States hard copy can be destroyed 2 years after being recorded if document is microfilmed. Electronic version kept permanently on \\doc1\images server. Stored offsite.
		Birth, Death, Marriage Certificates	Records of a person's birth, death or marriage	ASSESS-8	Authorized persons by statute and recorder-clerk employees		P	Permanent (microfilm ok if other statutory requirements are met)	3 months	N/A			Gov. Code 27208 and H&S 102235 - County stores the hard copies of the older birth & death records. Once scanned and indexed the current records, the hard copy is shredded after 2 years. Marriage records are sent to the office of vital records for permanent storage. Images stored on \\doc1\images server.
		Oaths of office	Oaths for employees and officials	ASSESS-9	employees of the Recorder-Clerk office		CL	Current appointment + 5 YRS	CL + 5 YRS	N/A			GC 24102
		Oath revocations	Oaths of office that have been revoked	ASSESS-10	employees of the Recorder-Clerk office		CL	CL + 5 YRS	CL + 5 YRS	N/A			GC 24102
		Notary Oaths	Oaths of notaries after receiving their commission	ASSESS-11	employees of the Recorder-Clerk office		CL	Term + 1 YR	Term + 1 YR	N/A			GC 8213
		Notary Journals	Records of signatures of persons a notary acknowledged	ASSESS-12	Employees of the Recorder-Clerk office		CL	10 YRS from receipt. If viewed during retention additional 10 YRS.	CL + 1YR	9 YRS			GC 8209. Order of Court is required to destroy the records at the end of the retention period.
		Confidential Marriage Certificates	Record of confidential marriage	ASSESS-13	Parties to the marriage and recorder-clerk employees		P	Hard Copy: 1 YR if copied in conformance with H&S 102235. Otherwise Permanent. Electronic: Permanent	Hard Copy: 1 YR if microfilmed. Otherwise Permanent. Electronic: Permanent	N/A			See H&S 102230, 102235
		Public Marriage Licenses	Record of public marriage	ASSESS-14	Parties to the marriage and recorder-clerk employees		P	Original hard copy is forwarded to the California Dept of Public Health Vital Records. Electronic recording permanent.	N/A	N/A			See H&S 102235
		Application for Marriage License	Form completed by couples purchasing a marriage license	ASSESS-15	Parties to the marriage and recorder-clerk employees		CL	CL + 2 YRS	CL + 2 YRS	0			County Clerk-Recorder is required to keep the applications for marriage licenses for 2 years in case the couple discovers that the office made an error with the new name selection by the couple. Scanned application is currently stored on the recorder clerk shared drive.
		Deputy Marriage Commissioner oaths	Persons who are sworn in to perform one specific marriage ceremony	ASSESS-16	Recorder-County Clerk employees		CL	Date of oath + 1 YR	CL + 2 YRS	0			GC 26809
		Affidavit for Duplicate Marriage License	Document required if original marriage license is not acceptable for registering	ASSESS-17	Recorder-County Clerk employees		CL	Date of oath + 1 YR	CL + 2 YRS	0			GC 26809
		Affidavit Inability to Appear - Marriage License	Document required if one party to the marriage is unable to appear in person to apply for the marriage license	ASSESS-18	Recorder-County Clerk employees		CL	Date marriage license issued + 2 YRS	CL + 2 YRS	0			GC 26202, 26205
		Fictitious Business Name	Filing for "doing business as" notice	ASSESS-19	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927
		Affidavit of Fictitious Business Name Publication	Affidavit from newspaper that the FBN filing was published for the required 4 weeks	ASSESS-20	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927 - These documents are attached to the FBN statement and become part of the filing
		Abandonment of Fictitious Business Name	Public notice that a "dba" is no longer being used by a person	ASSESS-21	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927
		Withdrawal of General Partner - Fictitious Business Name	Public notice that a "dba" general partner is no longer associated with that dba	ASSESS-22	Recorder-County Clerk employees		CL	9 YRS from date of filing	CL + 5 YRS	4 YRS			BP 17927
		Process Server Registration	Registration of persons who are licensed to be process servers	ASSESS-23	Recorder-County Clerk employees		CL	Current term + 8 YRS	Current term + 8 YRS	0			BP 22351
		Professional Photocopier Registration	Registration of persons who are licensed to be professional photocopiers	ASSESS-24	Recorder-County Clerk employees		CL	Current term + 8 YRS	Current term + 8 YRS	0			BP 22452
		Legal Document Assistant Registration	Registration of persons who are licensed to be legal document assistants	ASSESS-25	Recorder-County Clerk employees		CL	CL + 15 YRS	CL + 15 YRS	0			BP 6403
		Unlawful Detainer Assistant	Registration of person who are licensed to be unlawful detainer assistants	ASSESS-26	Recorder-County Clerk employees		CL	CL + 15 YRS	CL + 15 YRS	0			BP 6403
		California Environmental Quality Act Reports	Cover Letter of Reports to Calif. Dept. of Fish and Game for CEQA filings	ASSESS-27	Recorder-County Clerk employees		CL	CL + 2 YRS	CL + 2 YRS	0			GC 26202
		Index of Environmental Filings	Index of CEQA filings	ASSESS-28	Recorder-County Clerk employees		P	Permanent	Permanent	0			F&G 711.4(e)(1). Kept on Recorder Clerk shared drive
		CEQA Filings	EIR, Negative Declaration etc filings required for certain projects	ASSESS-29	Recorder-County Clerk employees		P	Permanent	Permanent	0			14 CCR 753.5(f)
		CEQA Postings	Postings for certain projects	ASSESS-30	Recorder-County Clerk employees		CL	CL + 2 YRS	CL + 2 YRS	0			14 CCR 753.5(f)
		Powers of Attorney - Surety Companies	See title.	ASSESS-31	Recorder-County Clerk employees		P	Permanent	Permanent	0			CCP 995.630
		Grand Jury Responses	See title.	ASSESS-32	Recorder-County Clerk employees		P	Permanent	Permanent	0			Penal Code 933

		Grand Jury Reports	See title.	ASSESS-33	Recorder-County Clerk employees		P	Permanent	Permanent	0			Penal Code 933
		Business Property Audits	See title.	ASSESS-34	Assessor office employees only		CL	CL + 8 YRS	CL + 8 YRS	0			GC 26202. See R&T 532.
		BOE-502-D / DORP	Change in Ownership Statement Death of Property Owner (DORP)	ASSESS-DORP	Assessor office employees only		P	7 YRS	N/A	N/A			R&T 465 ; retain 7yrs minimun. We like to keep for future reference/ research.
		BOE-58-AH Prop 58	Claim for Reassessment Exclusion for Transfer Between Parent and Child (Prop 58 Filed prior to 2013)	ASSESS-Prop 58	Assessor office employees only		P	7YRS	N/A	N/A			R&T 465 ; retain 7yrs minimun. We like to keep for future reference/ research.
		BOE-58-G Prop 193	Claim for Reassessment Exclusion for Transfer from Grandparetn to Grandchild (Prop 193 filed prior to 2013)	ASSESS-Prop 193	Assessor office employees only		P	7 YRS	N/A	N/A			R&T 465 Retain 7yrs minimun. We like to keep for future reference/ research.
		Legal Entity support documentation	Legal Entity documents submitted to support exclusion; Operating Agreements, Partnership Agrmts, Articles of Incorp etc	ASSESS-LE Supp docs	Assessor office employees only		P	N/A	N/A	N/A			There is no requirement to retain these documents. We like to keep for future reference/ research.
		LEOP Reports	Monthly Findings Report from BOE-LEOP with BOE 100-B and supporting documentation	ASSESS-LEOP	Assessor office employees only		P	7YRS	N/A	N/A			R&T 465. Retain 7yrs minimun. We like to keep for future reference/ research.
		Historical mapping changes	Maps, correspondance and support documentation	ASSESS-Hist Map Chgs	Assessor office employees only		P	Permanent	Permanent	N/A			There is no requirement to retain these documents. These are support documentation and correspondance submitted with mapping changes. These will continue to be valuable reference/support material when researching issues and changes to property lines.
		Mapping Split Sheet Packet	Internal documents used to assist appraiser with determining values when lots split, proposed maps, misc documentation submitted with mapping request, and notes from mapper during mapping process.	ASSESS-Split Sheet Pkg	Assessor office employees only		P	Permanent	Permanent	N/A			These are the same types of documentation that would have been found under Historical Mapping Changes but now collected under different process/procedures. These contain, internal documents used to assist appraiser with determining values when lots split, proposed maps, misc documentation submitted with mapping request, and notes from mapper during mapping process. These will continue to be valuable reference/support material when researching issues and changes to property lines.

Program: Clerk of the Board — **Red-line REV. 2026**

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
*** For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).**													
*** Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.**													
*** Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.**													
*** Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, P=permanent**													
*** Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.**													
		ABATEMENT OF PENALTIES	Appeals for abatement of tax penalties. May include claims for cancellation and refund of delinquent penalty applications, correspondence, notice statement list of entities for the State Board of Equalization (BOE).	COB-1	OV	CC	CU	CU+7YRS	3 YRS	4 YRS		CU+7YRS	R & T 483 allows for appeals to be filed with the Board of Supervisors (7) years retention recommended due to possible federal requirements. 2 years required - GC 26202 et seq..
		~~AGENDAS & AGENDA PACKETS~~	~~Agendas of the meetings and hearings of the BOS. May include agendas & staff reports for special districts and other entities governed by the BOS as well as special meeting notices, certificates of posting, original summaries, original communications and action agendas for Boards, Committees and Commissions. Includes Affidavits of Posting / Legal Advertising / Affidavits of Publication~~	~~COB-4~~	~~ALL~~	~~CC~~	~~I~~	~~I~~	~~3 YRS~~	~~I~~	~~M~~	~~I~~	~~Agenda information is included in the minutes which are a permanent record. In addition the agendas are online and included in the agenda packets which are permanent. 2 years required - GC 26202 et seq..~~ **MOVED TO ALL-12**
		AGREEMENTS, CONTRACTS, LEASES (EXCL. CAPITAL IMPROVEMENT)	Original contracts and agreements approved by the BOS for the conduct of County business. Can include franchises, bonds, plans and specifications, accepted bids, reports and studies, correspondence, maps, memorandums, and printed materials. Basic contract or agreement contains name of contractor, contract number, date filed, description of work or service to be provided and signature of Chair of the BOS, Clerk and contractor. Approved to Form County.	COB-5	ALL	CC	CL	CL+10YRS	CL+3YRS	8 YRS	M	CL+10YRS	Includes leases, equipment, service or supplied. N10PU7685; 48 CFR.2; GC 53066; CCP 337.2, 334; B&P 7042.5, 2 years required - GC 26202 et seq..
		AGREEMENTS, CAPITAL IMPROVEMENT ~~or IMAGED~~	Construction	COB-6	ALL	CC	I	I	3 YRS	I	M	I	Construction *GC37090; 4004;H&S 19850; Source for study of Public Works and construction projects. May provide visual evidence or architectural designs and mechanical devices. 2 years required - GC 26202 et seq..
		ALLOWANCE BOOK (Registers of Claims, Claims allowed)	Records of allowances made by the BOS for claims against the county funds. May contain the claim number, dates received and filed, amounts allowed, name of fund, name of claimant, materials or service provided and fund totals. See claims.	COB-7	OV	CC	I	I	3 YRS	I	M	I	Books from the 1880's may be a source for information on early Government needs and planning, on wages and prices for goods and services and on local businesses 2 years required - GC 26202 et seq..
		APPEALS (ZONING USE PERMITS VARIANCE) CIVIL	Records of appeals made to the BOS. May include correspondence, reports, notices, exhibits, protests of decisions, petitions, appraisals, forms, transcripts, grievances, applications, and variances.	COB-8	ALL	CC	I	I	3 YRS	I	M	I	Becomes part of the agenda packet; CCP 583.320(a)(3); 2 years required - GC 26202 et seq..

		APPLICATION FOR RELIEF	Applications for adult and orphan aid. May contain name of applicant, age, residence, marital status, number, names and dates of birth of children, names, address, and relationship of person with whom children reside, reason for request, amount and description of property, habits of sobriety, and date filed. (Records may no longer be created)	COB-9	OV	CC	I	I	3 YRS	I	M	I	Useful for an understanding of early systems of social services and source for study of welfare patters, aid amounts and reasons for relief requests. 2 years required - GC 26202 et seq..
		APPLICATIONS FOR BOARDS, COMMITTEES AND COMMISSIONS-NOT SELECTED	NOT SELECTED	COB-10	OV	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	2 years required - GC 26202 et seq..
		APPLICATIONS FOR BOARDS, COMMITTEES AND COMMISSIONS-SELECTED	SELECTED	COB-11	OV	CC	CU	CU+5YRS	CU+5YRS	none		CU+5YRS	2 years required - GC 26202 et seq..
		ASSESSMENT APPEALS-FILES	BOS sitting as the Board of Equalization (BOE) hears appeals on property tax assessments. Files may include: application for change in property assessments, statements, arguments, memos, correspondence, notes, stipulations, maps, appraisals and Findings of Fact. Waivers (2-year time limit)	COB-13	OV	CC	CL	CL+5YRS	CL+5YRS	none	M	CL+5YRS	GC 25105.5 authorizes destruction of assessment appeals apps. Five years after final action; 2 years required - GC 26202 et seq. Files to be held off-site once inactive.
		AUDIO TAPE RECORDINGS	Audio tape recordings of meetings and hearings of the BOS and all boards, commissions and special districts where the BOS sites as the governing body.	COB-14	OV	CC	CU	CU+2YRS	30 DAYS	none	S	CU+2YRS	Audio Tapes are saved until after the minutes are approved GC §54953.5(b)
		AUDIT REPORTS	Audits of county departments filed with the BOS.	COB-15	ALL	CC	I	I	3 YRS	I	M	I	Becomes part of the Agenda Packet; 2 years required - GC 26202 et seq.
		BOARD OF EQUALIZATION MINUTES	Minutes of the Board of Supervisors acting ex-office as the Board of Equalization (BOE). The sole function of the BOE ~~is~~ was to decide on matters of property assessments. Contains date and place of meeting, names of property, nature of changes and corrections in assessment and names of members present. May include applications for reduction in tax assessments.	COB-17	ALL	CC	I	I	3 YRS	I	M	I	R & T Section 1611 requires County BOE to keep a record of its proceedings. 2 years required - GC 26202 et seq.
		~~BOARDS, COMMISSIONS & COMMITTESS~~	~~Appointed by the Board of Supervisors (BOS). May include oaths of office, and membership lists.~~	~~COB-18~~	~~OV~~	~~CC~~	~~I~~	~~I~~	~~3 YRS~~	~~I~~	~~M~~	~~I~~	~~2 years required - GC 26202 et seq.~~ **MOVED TO ALL-13**
		BONDS AND TAX ANTICIPATION NOTES	Records pertaining to bonds, apportionments and tax anticipation notes. May include receipt for bonds, evidence of payment, prospectuses, orders to sell bonds, correspondence, reports, schedules, notices fillings.	COB-19	ALL	CC	CL	CL+10YRS	0	CL+10YRS	M	CL+10YRS	Statute of Limitations for municipal bonds are maturity, cancellation, or redemption + 10 years; Records destroyed 5 years after cancellation of bond GC 29940 - GC29942 permits BOS to destroy unused bonds 2 years after election authorizing their issuance. 2 years required - GC 26202 et seq., CCP 336(a), 337.5(2)

		BUDGETS, FINAL	Annual County budgets are prepared by the auditor and county administrator and presented to the BOS for review and approval. Should contain budget totals for each county office and agency, amount of funds requested and proposed, budget history information, salary ranges for county positions, and summaries of budget by fund, of estimated revenues, and of estimated fiscal requirements.	COB-20	ALL	CC	I	I	3 YRS	I	M	I	Part of the Agenda Packet; 2 years required - GC 26202 et seq.
		CITY SELECTION COMMITTEE, MEETINGS AND MINUTES	Minutes of regular meetings of the City Selection Committee. Committee is composed of representatives from local cities whose function is to select appointees to several county commissions. May include date and time of meetings, members attending, internal organizational matters, etc.	COB-22	ALL	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq.
		CONFLICT OF INTEREST CODES	Conflict of Interest Codes adopted for special districts, Grand Jury, boards and commissions, school districts and new County departments. May include resolution, Conflict of Interest Code and miscellaneous addenda.	COB-26	ALL	CC	I	I	3 YRS	I	M	I	Adopted by Resolution; 2 years required - M292 years required - GC 26202 et seq.
		GENERAL CORRESPONDENCE not related to agenda items	Communications to and from the BOS on a wide range of subjects relating to county affairs.	COB-29	OV	CC	CU	CU+2YRS	CU+2YRS	none	S	CU+2YRS	2 years required - GC 26202 et seq.
		EASEMENTS / DEEDS	Any original recorded document returned to the COTB; deed (property title) easement (access/use of property)	COB-30	ALL	CC	I	I	1 YR	I	M	I	Certified copies are on file with the County Recorder. Originals are on file with the Clerk of the Board. 2 years required - GC 26202 et seq.
		ELECTIONS - HISTORICAL	Election records filed with the BOS. Generally includes statement of votes and election certifications.	COB-31	ALL	CC	I	I	3 YRS	I	M	I	Becomes part of the Agenda Packet; 2 years required - GC 26202 et seq.
		~~MINUTES~~	~~Minutes of the proceedings of the BOS and all boards, commissions and special districts where the BOS sits as the governing body. Included ordinances and resolutions, appointments and resignations of County officers and employees, statements of election results, lists of claims made against the County, and budget information. Generally contains date, time and place of meeting, names of members present and absent, nature of business, actions taken, and recorded vote of supervisors.~~	~~COB-42~~	~~ALL~~	~~CC~~	~~I~~	~~I~~	~~0~~	~~I~~	~~M~~	~~I~~	~~2 years required - GC 26202 et seq..~~ **MOVED TO ALL-14**
		~~OATHS OF OFFICE~~	~~Oaths of office for individuals in various County departments and those who sit on various boards and commissions.~~	~~COB-43~~	~~ALL~~	~~CC~~	~~I~~	~~I~~	~~3 YRS~~	~~I~~	~~M~~	~~I~~	*** ~~GC 25100.5~~ ~~Only oaths of office for advisory commissions are on file with BOS; 2 years required - GC 26202 et seq.~~ **NOTE: OATHS OF OFFICE ARE PART OF BOARDS, COMMISSIONS & COMMITTESS RECORDS. SEE ALL-13**

		ORDINANCES	Original ordinances of the County adopted by the BOS and governing body for special districts. May include date adopted, title, text ordinance number, zoning maps and the vote of the BOS.	COB-46	ALL	CC	I	I	3 YRS	I	M	I	GC 25102; 2 years required - GC 26202 et seq..
		SUMMONS or SUBPOENAS		COB-48	ALL	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	Only for those directed to the Clerk of the Board; 2 years required - GC 26202 et seq..
		PERMITS AND LICENSES	Records pertaining to the permits, licenses and waivers approved by the BOS. Includes Taxi Permits and Card Room Permits, applications.	COB-49	ALL	CC	CL	CL + 5 YRS	CL + 3 YRS	2 YRS		CL+5YRS	2 years required - GC 26202 et seq..
		~~PETITIONS~~	~~Petitions sent to the BOS protesting or requesting board action. May include signed petitions verified by the County clerk. Does not include Referendum, Initiative or Recall petitions.~~	~~COB-50~~	~~C~~	~~CC~~	~~CU~~	~~CU+2YRS~~	~~CU+2YRS~~	~~none~~		~~CU+2YRS~~	~~2 years required - GC 26202 et seq..~~ **MOVED TO ALL-15**
		POLICIES AND PROCEDURES	Policies, rulings and bylaws established or approved by the BOS. May include bylaws, statements, clippings, correspondence, reports guidelines, rules and regulations, standards, or orders amending policies.	COB-51	ALL	CC	~~I~~ KC	~~I~~ CU+2YRS	~~3 YRS~~ CU+2YRS	~~I~~ none	M	~~I~~ CU+2YRS	2 years required - GC 26202 et seq. Until superseded.
		RECORDS OF BURIAL OF EX-UNION SOLDIERS	Records of burial of Union Civil War veterans made at county expense. Contain name, rank, company, civil occupation, and nativity of soldier, date of entry into service, date of discharge, dates and places of death and burial affiliations of Grand Army of the Republic, and amount of burial expenses. (Late 19th and early 20th century record now obsolete.)	COB-53	ALL	CC	I	I	3 YRS	I	M	I	Source of Genealogical Information; 2 years required - GC 26202 et seq.. M & V 948
		REGISTERS (RECORDS) OF ORPHANS AND HALF-ORPHANS	A record of applications for county aid for needy children. Contains date and number of application, name, sex, and age of child, name address, birthplace, and relationship of person caring for child, reason for request, and amount of property owned. (Early 20th century record now obsolete.)	COB-54	C	CC	I	I	3 YRS	I	M	I	*** Useful for treatment of need children in the 20th Century, for study of welfare system and reasons for applications. 2 years required - GC 26202 et seq..
		~~REPORTS, Reportable Actions TAKEN IN CLOSED SESSION~~	~~Reportable actions taken by the Board during Closed Session. Include vote of each Board member and abstentions.~~	~~COB-56~~	~~ALL~~	~~CC~~	~~I~~	~~2 YRS~~	~~PERM~~	~~none~~			~~If taken, Minutes of Closed Sessions are Permanent. 2 years required - GC 26202 et seq..~~ ~~Reports may be filed with background information files.~~ **NOTE: REPORTABLE ACTIONS TAKEN IN CLOSED SESSION ARE PART OF MEETING MINUTES. SEE ALL-14**
		~~RESOLUTIONS~~	~~Resolutions are evidence of the formal opinion of determination of the BOS. Original resolutions passed by the BOS. Contains date passed, number and subject of resolutions, names of interested parties, names of members voting and nature of action.~~	~~COB-57~~	~~ALL~~	~~CC~~	~~I~~	~~I~~	~~3 YRS~~	~~I~~	~~M~~	~~I~~	~~GC 25102.1; 2 years required - GC 26202 et seq..~~ **MOVED TO ALL-16**

		ROAD BOOKS (ROAD RECORDS, ROAD ACCOUNTY ROAD PROCEEDINGS, ROAD REGISTERS)	Records of the BOS actions and deliberations on the planning, construction, and maintenance of County roads and related public works. Contains date of meeting, orders and resolutions presented and approved names of supervisors present, and actions taken. May include original maps and surveys, field notes, and other topographical documents. Road books are generally a 19th Century record now obsolete. Road books were maintained separately from minute books. Early volumes may have a separate index; later volumes are usually indexed to the minutes of the BOS.	COB-58	ALL	CC	I	I	3 YRS	I	M	I	Source for study of the development of County Transportation System. 2 years required - GC 26202 et seq..
		SCHOOL DISTRICT FILES - HISTORICAL	BOS records pertaining to county school district. May include notices, requests, correspondence, budgets, appointment information, mitigation reports, waivers, reports of the superintendent, statements, etc.	COB-59	ALL	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq..
		SUBDIVISION FILES	Records related to the creation of new subdivisions within the County. May include planning department reports, maps, notice of public hearings and related backup.	COB-62	ALL	CC	I	I	3 YRS	I	M	I	2 years required - GC 26202 et seq..
		VIDEO TAPES / VIDEO RECORDINGS	Video tape recordings made during meetings and hearing of the BOS and other boards, commissions and special districts where the Board sits as the governing body.	COB-63	ALL	CC	CU	CU+2YRS	CU+2YRS	none		CU+2YRS	GC §26202.3, 34090.6

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks	Remarks, Cont.
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).														
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.														
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.														
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite														
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.														
County Counsel														Red-Line REV. 2026
	County Counsel General													
		Assessment Appeals	Records documenting the appeal of property tax amount, including owner's appeal, BOE/Assessment Appeals Board decision/findings, attorney's notes	COCO-1	Restricted to Dept. use only		CL	CL + 6 YRS	CL + 2 YRS	4 YRS		CL+6	CCP 338 (3 year statute of limitations); CCP 341 (6 months statute of limitations); Govt. Code 25105.5 (5 years); Rev. & Tax. 465 (6 years)	
		Bail Bond Motion Files	Records of bail summary judgments, receipt of payments, proof of transfer of funds to court; attorney notes	COCO-2	Restricted to Dept. use only		CL	CL + 2 YRS	CL + 1 YR	1 YR		CL+2	Penal Code 1305 (180-day statute of limitations); Govt. Code 26202	
		Case Files, Code Enforcement	Case files, including PBES history, correspondence, orders, notices, pictures, attorney notes.	COCO-3	Restricted to Dept. use only		CL	CL + 5 YRS	CL + 2 YRS	3 YRS		CL+5	Govt. Code 26202; CCP 583.310 (5-year rule)	
		Case Files, Human Resources	Case files, including grievances, writs, disciplinary actions, correspondence, federal or state litigation matters, attorney notes	COCO-4	Restricted to Dept. use only		CL	CL or separation from County service whichever is later + 10 YRS	CL or separation from County service whichever is later + 2 YRS	8 YRS		CL or separation from County service whichever is later + 10 YRS	Govt. Code 26202; Govt. Code 12946 (2 years); Labor Code 1198.5 (3 years); CCP 337 (4 years)	
		Case Files, Juvenile Dependency	Case files involving minors. May include petitions, birth certificates, notices, citations, orders, social worker reports, court filings, correspondence, parent locator discovery reports, Child Welfare Indian documents, minute orders, paternity tests, attorney notes	COCO-5	Restricted to Dept. use only		CL	CL+ child reaches 28	CL + 2 YRS	26 YRS		CL+ child reaches 28	Govt. Code 68152(e) (until child age 28); Welf. & Instit. 826 (5 years)	
		Case Files, Litigation	Records relating to county action in civil and criminal cases or actions involving property such as eminent domain, including court filings, investigative materials, petitions, notices, correspondence, attorney notes	COCO-6	Restricted to Dept. use only		CL	CL + 10 YRS	CL + 5 YRS	5 YRS		CL + 10 YRS	Govt. Code 68152(a) (10 years); CCP 583.310 (5-year rule)	
		Case Files, Probate and Conservatorship	Records relating to Mental Health or Public Guardian in probate or conservatorship matters, including petitions, accountings, correspondence, court orders, court filings, letters of conservatorship,	COCO-7	Restricted to Dept. use only		CL	CL + 5 YRS	CL + 3 YRS	2 YRS		CL + 5 YRS	Govt. Code 68152(a)(11) (5 years)	

		County Department/Districts files	Records may include correspondence, memoranda, research, notes	COCO-8	Restricted to Dept. use only		CU	CU + 6 YRS	CU + 3 YRS	3 YRS		CU + 6 YRS	Govt. Code 26202	
		Law Enforcement Writs and Motions	Including Pitchess proceedings, writs related to jail conditions, return of property	COCO-9	Restricted to Dept. use only		CL	CL + 2 YRS	CL +1 YR	1 YR		CL + 2 YRS	Govt. Code 26202	
		Settlement Agreements	Agreements ending a dispute or lawsuit involving the County	COCO-16	Restricted to Dept. use only		I	CL + 2 YRS	I	N/A		I		
	Conflict Public Defender													
		Felony	All felony cases	COCO-10	C	CC	~~CL~~ I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	~~CL + 50 YRS, or until death of client, or until client grants permission for destruction~~ Until death of client or client permission for destruction	~~Govt. Code 68152(c)(1) and (c)(2) (50 years for most; court rulings indicate retention until client's death or client gives permission for destruction)~~	**NOTE: ALL REMARKS IN COLUMN "N" RE: CONFLICT PUBLIC DEFENDER RECORDS ARE REPLACED WITH THE FOLLOWING GLOBAL REMARK IN THE 2026 REVISION TO COUNTY COUNSEL'S RETENTION SCHEDULE:** California State Bar Formal Opinion Interim No. 19-004 addresses lawyers' ethical obligations to retain client files relating to all types of criminal matters. The opinion provides that such files must be retained for the life of the client, unless the client expressly authorizes the destruction of the files. Paper client files will be kept on site for the period stated in the "On Site" column. Thereafter, comprehensive, readable, and complete client files will be preserved electronically until the death of the client or until the client grants the Conflict Public Defender explicit permission to destroy the records. The Conflicts Public Defender will shred paper files upon converting the paper files to electronic files. Electronic files will be maintained for the life
		Juvenile	All juvenile cases	COCO-11	C	CC	~~CL~~ I	~~CL + 17 YRS~~ Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	~~CL + 17 YRS~~ Until death of client or client permission for destruction	~~Govt. Code 68152(e) (until child age 28)~~	
		Juvenile Sealed	Juvenile records where petition to seal records was granted.	COCO-12	C	CC	~~CL~~ I	~~CL + 5 YRS~~ Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	~~CL + 5 YRS~~ Until death of client or client permission for destruction	~~Welf. & Instit. 781(d) (5 years); Cal. Rule of Court 5.830(c); Govt. Code 68152(e)~~	
		Misdemeanor - All	Cases where main charge is a misdemeanor	COCO-13	C	CC	~~CL~~ I	Until death of client or client permission for destruction	CL + 10 YRS	N/A	M	~~CL + 50 YRS, or until death of client, or until client grants permission for destruction~~ Until death of client or client permission for destruction	~~Govt. Code 68152(c)(1) and (c)(2) (50 years for most; court rulings indicate retention until client's death or client gives permission for destruction)~~	

		Mental Health	Including but not limited to LPS, Probate, Limited Conservatorships	COCO-14	C	CC	~~CL~~ I	~~CL + 10 YRS~~ Until death of client or client permission for destruction	CL + 5 YRS	N/A	M	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~Govt. Code 68152(a)(12) (10 years for most)~~	of its client unless given permission by the client to destroy them.
		Orders to Show Cause	Civil contempt cases filed for non-payment of child support	COCO-15	C	CC	~~CL~~ I	~~CL + 10 YRS~~ Until death of client or client permission for destruction	CL + 5 YRS	N/A	M	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~Govt. Code 68152(a)(1) (10 years)~~	

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks	Remarks, cont.
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).														
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.														
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.														
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite														
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.														
Public Defender														Red-Line REV. 2026
	ALL													
		Felony	All felony cases	PD-1	C	CC	~~CL~~ I	Until death of client or client permission for destruction	~~CL + 3 YRS unless CDCR then CL + 1 YR for appeals~~ CL + 10 YRS	~~50 YRS, or until death of client, or until client grants permission for destruction~~ N/A	M	~~CL + 50 YRS, or until death of client, or until client grants permission for destruction~~ Until death of client or client permission for destruction	~~Govt. Code 68152(c)(1) and (c)(2) (50 years for most; court rulings indicate retention until client's death or client gives permission for destruction)~~	**NOTE: ALL REMARKS IN COLUMN "N" ARE REPLACED WITH THE FOLLOWING GLOBAL REMARK IN THE 2026 REVISION TO PD'S RETENTION SCHEDULE:**
		Juvenile	All juvenile cases	PD-2	C	CC	~~CL~~ I	~~CL + 17 YRS~~ Until death of client or client permission for destruction	~~CL + 2 YRS~~ CL + 10 YRS	~~15 YRS~~ N/A	M	~~CL + 17 YRS~~ Until death of client or client permission for destruction	~~Govt. Code 68152(e) (until child age 28)~~	California State Bar Formal Opinion Interim No. 19-004 addresses lawyers' ethical obligations to retain client files relating to all types of criminal matters. The opinion provides that such files must be retained for the life of the client, unless the client expressly authorizes the destruction of the files.
		Juvenile Sealed	Juvenile records where petition to seal records was granted.	PD-3	C	CC	~~CL~~ I	~~CL + 5 YRS~~ Until death of client or client permission for destruction	~~CL + 2 YRS~~ CL + 10 YRS	~~5 YRS~~ N/A	M	~~CL + 5 YRS~~ Until death of client or client permission for destruction	~~Welf. & Instit. 781(d) (5 years); Cal. Rule of Court 5.830(c); Govt. Code 68152(e)~~	Paper client files will be kept on site for the period stated in the "On Site" column. Thereafter, comprehensive, readable, and complete client files will be preserved electronically until the death of the client or until the client grants the Public Defender explicit permission to destroy the records.
		Misdemeanor - All	Cases where main charge is a misdemeanor	PD-4	C	CC	~~CL~~ I	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~CL + 2 YRS~~ CL + 10 YRS	~~10 YRS~~ N/A	M	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~Govt. Code 68152(c) (5 years for most; 10 years for DUI)~~	The Public Defender's Office will shred paper files upon converting the paper files to electronic files. Electronic files will be maintained for the life of its client unless given permission by the client to destroy them.
		Mental Health	Including but not limited to LPS, Probate, Limited Conservatorships	PD-5	C	CC	~~CL~~ I	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~CL + 2 YRS~~ CL + 5 YRS	~~10 YRS~~ N/A	M	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~Govt. Code 68152(a)(12) (10 years for most)~~	
		Orders to Show Cause	Civil contempt cases filed for non-payment of child support	PD-6	C	CC	~~CL~~ I	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~CL + 2 YRS~~ CL + 5 YRS	~~10 YRS~~ N/A	M	~~CL + 10 YRS~~ Until death of client or client permission for destruction	~~Govt. Code 68152(a)(1) (10 years)~~	

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
* Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.													
* Departments may keep records onsite longer in order to fill up the box before sending to the Records Center.													
* Records Retention Class: AU=audit plus (x) years, B=2 years, CL=closed plus (x) years, CU=current year plus (x) years, D=clinical retention period, I=Indefinite													
*Method of Disposition: D=Discard (Recycle), S=Shred, A=Archives, M=Imaging, P=Purge, R=Return													
* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
Public Works													**Red-Line REV. 2026**
	Surveying Services												
		Certificates of Compliance	Individual application files related to the review and determination of parcel compliance with state and local subdivision ordinances. May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, Chain of Title Guarantee, Site Map, Correspondence, Comments from other Departments, Parcel Descriptions, Parcel Narrative, Environmental Documents, Noticing, Letter of Determination	PW-COC	OV		I	I	~~CU+ 2-5 YRS~~ CU+2 YRS	I	M	I	~~Time for storage on site depends on department's need to access the specific record.~~ GC§ 66499.35, NCC§ 17.52, Dept. Preference Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		Lot Line Adjustments	Individual application files related to the review of requests to adjust parcel boundary lines. May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, LLA Exhibit, Correspondence, Comments from other Departments, Letter of Determination, Signed/Stamped Legal Descriptions	PW-LLA	OV		I	I	~~CU+1 YR~~ CL+1 YR	I	M	I	GC§ 26201, GC§ 66412(d), NCC§ 17.46, Dept. Preference Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		Voluntary Merger of Parcels	Individual application files related to the review of requests to merge adjoining parcels under common ownership. May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, Merger Exhibit, Correspondence, Comments from other Departments, Letter of Determination	PW-MGR	OV		I	I	CL+1 YR	I	M	I	GC§ 26201, NCC§17.51, Dept Preference Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		Corner Records	Documentation of monument recovery & replacement	PW-CR	ALL		I	I	CU+1 YR	I	M	I	CCR Title 16, Div 5, §464(f)
		Records of Survey	Individual application files related to the review of maps prepared in accordance with Business & Professions Code § 8762 et seq.	PW-RecordofSurvey	OV		CU	I	~~CU+1 YR~~ CL+1 YR	N/A	D	I	GC§ 26202, BPC§ 8770
		Subdivision Map Application	Individual application files related to the review and approval of Parcel Maps and Final Maps May Include: Application Checklist, Preliminary Title Report, Condition of Title Guarantee, Closure Calculations, Right of Way Dedications and Acceptances, Improvement Agreements, Improvement Plans, Correspondence	PW-SubMap	OV		I	I	~~CU+ 2-5 YRS~~ CU+2 YRS	I	M	I	~~Time for storage on site depends on department's need to access the specific record.~~ GC§ 26201, GC§ 66410 et seq., NCC§ 17.20, NCC§ 17.22 Any official records or filed maps contained therein are available from the County Recorder's office and are not retained here.
		~~Survey Information Files~~ Miscellaneous Survey Data and Files	~~May Include: historic field survey notes, maps, benchmarks, monuments, survey map info, etc.~~ Survey Notes, Maps, Benchmarks, Unrecorded Maps	PW-SurveyInfo	OV		I	I	~~CU+1-20~~ CL+~~5 YRS~~	I	~~M~~ A	I	~~Time for storage on site depends on department's need to access the specific record.~~ Dept. Preference

Department	Division	Description	Explanation	Document Code	Security	Status	Records Retention Class	Legal Requirement	On Site	Records Center	Method of Disposition	Total	Remarks
* For Litigation Hold records, suspend normal retention periods (retention begins after final action-settlement).													
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* Any reference to retention periods for copies in the remarks sections are not legally binding retention periods, but internal timelines and practices to ensure efficiency in County operations.													
SHERIFF													**Red-Line REV. 2026**
	Administration												
		Accident - Occupation Injury	Current Employees, Terminated/Retired Employees	SO-1	Restricted to Dept. use Only		CU for current employees, CL + 10 YRS for terminated/retired employees		CU for current employees, CL + 10 YRS for terminated/retired employees	0			Original records are maintained in HR/Risk. Records are required to be maintained for 5 years after injury, or 30 years for chemical or toxic exposure (Cal/OSHA General Industry Safety Orders 3203 & 3204). The department keeps copies on site for the identified years.
		Background Investigation	Current Employees. Background check documentation for employees at the time of hire.	SO-2	Restricted to Dept. use Only		CU		CU	0			GC 26202 retained for administrative value
		Background Investigation	Terminated/Retired Employees. Background check documentation for employees who are terminated or retired.	SO-3	Restricted to Dept. use Only		CL (Termination/retirement) + 1 YRS		CL + 1 YRS	10			Gc 26202. 5 yrs after Termination/Retirement
		Background Investigation	Applicant Backgrounds. Background check documentation for unsuccessful job applicants.	SO-4	Restricted to Dept. use Only		CL (Rejection) + 3 YR		CL + 3 YR	0			Eligibility lists are 1 year and can be extended 1 year; EEOC/FLSA/ADEA (Age) requires 3 years; State Law requires 2-3 years; 29 CFR 1627.3(a)(5) and (6), 8 CCR 11040.7(c), GC 12946, 26202
		Citizen Complaints	Complaints from Citizens	SO-5	Restricted to Dept. use Only		CL (Close of Investigation) + 5 yrs		CL + 5 YRS	0			Any documents relating to citizen complaints or investigation in response citizen complaints relating to members of the Sheriff's Dept and internal affairs investigation. If evidence in any claim filed or any pending litigation or potential litigation the document shall be preserved for five years after the conclusion of litigation.
		Personnel Files - Auxiliaries	Active - Auxiliary Members	SO-6	Restricted to Dept. use Only		CU		CU	0			GC 26202
		Personnel Files - Auxiliaries	Inactive - Auxiliary Members	SO-7	Restricted to Dept. use Only		CL + 10 YRS		CL + 3 YRS	7 YRS			GC 26202
		Personnel Files - Employees	~~Current Employees~~ Records documenting detailed personnel actions including documentation of completed trainings for current and former employees not covered in other, more specific categories	SO-8	Restricted to Dept. use Only		~~CU~~ CL + 10 YRS		CU	~~0~~ 10 YRS			GC 26202
		Personnel Files - Reserves - Inactive	Inactive Reserve Members	SO-9	Restricted to Dept. use Only		CL (Inactive w/Dept) + 10 YRS		CL + 3 YRS	7 YRS			GC 26202
		Training Files	~~Current Employees~~ Expense statements or receipts for trainings taken by employees	SO-10	Restricted to Dept. use Only		CU + 7 Years		CU	~~0~~ 7 YRS			GC 26202. Duplicates of all reports may be destroyed at anytime when the duplicates are no longer needed.
	Civil												
		Civil Cases Closed	Closed civil case files	SO-11	Restricted to Dept. use Only		CL + 5 YRS		CL + 3 YRS	2 YRS			GC 26202
		DV Restraining Order Billing	Billing records related to Domestic Violence Restraining Order	SO-12	Restricted to Dept. use Only		CU + 5 YRS		CU + 2 YRS	3 YRS			GC 26202
		Sold Real Property Levies	All documents related to real property levies	SO-13	Restricted to Dept. use Only		I		Permanent	0			Permanent
	Coroner												Pursuant to 27463 and 27463.5 of the California Government also People vs Williams 1959 34 2D 47 174 C.A. 2ND 364, Certi denied 80 S.CT. 1244, 363 U.S. 4L ED. 2nd 1150

		Case Files	Coroner Reports	S0-14	Restricted to Dept. use Only		I		CU + 3 YRS	Permanent			Duplicates of all reports may be destroyed at anytime when the duplicates are no longer needed.
		Case Files - Microfilm	Coroner Reports Prior to 1981	SO-15	Restricted to Dept. use Only		I		Permanent	0			GC 26202
		Photos - Fingerprints	Coroner Cases	SO-16	Restricted to Dept. use Only		I		Permanent	0			GC 26202
		X-Rays	Coroner Cases	SO-17	Dept. use		I		Permanent	0			GC 26202
		Coroner Books	Deceased Book	SO-18	Restricted to Dept. use Only		I		Permanent	0			GC 26202
	Records												
		Cleared Warrants	Arrest Warrants	SO-19	Restricted to Dept. use Only		CU + 2 YR		CU + 2 YR	0			GC 26202
		Criminal Files (Deceased)	Criminal Files of individuals who are deceased	SO-20	Restricted to Dept. use Only		CL (Date of Death) + 2 YRS		CU + 2 YR	0			GC 26202
		Criminal Files	Active Criminal Files	SO-21	Restricted to Dept. use Only		I		Permanent	Permanent			1985 to current are stored in house, prior to 1985 all files are located off-sight
		Dealer Record of Firearms	Sales of Firearms	SO-22	Restricted to Dept. use Only		CU + 1 YR		CU + 1 YR	0			GC 26202
		Explosive Permits	All documents related to explosive permits	SO-23	Restricted to Dept. use Only		CL (Permit Expiration Date) + 2 YRS		CL + 2 YRS	0			GC 26202
		Concealed Weapons Permits	Active Concealed Weapons Permits	SO-24	Restricted to Dept. use Only		CU		CU	0			Active CCW permit holders. DOJ manages the sale and transfer of firearms. GC 26202, PC 12070 et seq.
		Concealed Weapons Permits	Inactive Concealed Weapons Permits	SO-25	Restricted to Dept. use Only		CL (Permit Expiration Date) + 2 YRS		CL + 2 YRS	0			DOJ manages the sale and transfer of firearms. GC 26202, PC 12070 et seq.
		Incident Reports	Crime Reports	SO-26	Restricted to Dept. use Only		I		Permanent	Permanent			1950's to 1982 Microfilm located in house. 1982 thru 2002 off-sight, 2003 to current onbase & ILEADS
		Citations	Citation/Tickets	SO-27	Restricted to Dept. use Only		CU + 2 YRS		CU + 2 YRS	0			GC 26202
		Index Cards to Subpoenas	Index Cards to Subpoenas, writ ordering a person to attend a court	SO-28	Restricted to Dept. use Only		CL (Appearance Expiration Date) + 2 YRS		CL + 2 YRS	0			GC 26202
		Narcotic Registrants	Registration of persons convicted of narcotics charges	SO-29	Restricted to Dept. use Only		CL (After no longer required to register) + YRS		CL + 10 YRS	0			11590 HS
		Sex Registrants	Sex offender registration. When a sex offender is released into the community, the agency forwards the registration information to DOJ	SO-30	Restricted to Dept. use Only		CU + 100 YRS		CU + 100 YRS	0			Retain for 100 yrs unless registrant dies, then 2 years after death. 290 PC
		Sealed Records	Court Ordered Records	SO-31	Restricted to Dept. use Only		CU + 5 YRS		CU + 5 YRS	0			Destroy after 5 YRS or Age 38, depending on Court Order
		Restraining Orders	Current / Expired	SO-32	Restricted to Dept. use Only		CU + 2 YRS		CU + 2 YRS	0			Current / Expired two years after expiration (paperless since 2003)
	INVESTIGATIONS/CSI/PROPERTY												
		Photos & Latents	Crime Scene	SO-33	Restricted to Dept. use Only		I		Permanent	Permanent			GC 26202
		Pawn Tickets	Pawned Items Various Counties	SO-34	Restricted to Dept. use Only		CU + 3 Years		CU + 3 Years	0			3 years (Paperless) GC 26202
		Stolen Property	Records of stolen property	SO-35	Restricted to Dept. use Only		CU + 3 Years		CU + 3 Years	0			GC 26202
		Evidence Lab Rpts	Lab reports for evidence	SO-36	Restricted to Dept. use Only		I		CU + 2 Years	Permanent			GC 26202
	ANIMAL SERVICES												

		Incident Reports	Animal Control Reports	SO-37	Restricted to Dept. use Only		I		CU + 5 YRS	Permanent			GC 26202
		Evidence Photos	Photos	SO-38	Restricted to Dept. use Only		I		CU + 5 YRS	Permanent			GC 26202

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:** 3/10/2026 | **File ID #:** 26-368

TO: Members of the Governing Board

FROM: John Tuteur, Registrar of Voters

REPORT BY: John Tuteur, Registrar of Voters

SUBJECT: Acceptance of Declaration of Results of January 20, 2026 Measure A Parcel Tax Election

RECOMMENDATION

Acceptance of certified election results dated February 17, 2026 for Measure A NBRID Parcel Tax Election. (No Fiscal Impact)

BACKGROUND

As required by Election Code Section 15372 the Napa County Registrar of Voters prepared a certified statement of the results of the NBRID Measure A Parcel Tax Election held on January 20, 2026. Pursuant to Election Code Section 15400, the governing body is requested to accept the certification of results

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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



STATEMENT OF VOTES CAST

January 20, 2026 –
Napa Berryessa Resort Improvement District Election

CANVASS AND STATEMENT OF VOTE

I hereby certify that on February 17, 2026, the official canvass was completed for the Napa Berryessa Resort Improvement District Election held on January 20, 2026, in Napa County. The total number of votes cast in the respective precincts is attached and the totals as shown are true and correct.

In witness whereof, I have hereunto set my hand
and affixed my seal this 17th day of February, 2026.

John Tuteur - Registrar of Voter

Napa County Statement of Votes Cast

Napa Berryessa Resort improvement District
January 20, 2026

Measure A (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	YES	NO
4011774	304	127	41.78%	127	91	36

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:** 3/10/2026 | **File ID #:** 26-256

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Buhman Avenue Bridge Project, RDS 20-25, Budget Amendment to Fund Final Year of Plant Maintenance and Weed Control

RECOMMENDATION

Approve a Budget Amendment for the Buhman Avenue Bridge Project, RDS 20-25 to fund the final year of plant maintenance and weed control. (Fiscal Impact $40,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)
[4/5 vote required]

BACKGROUND

The 2014 Napa Earthquake damaged the Buhman Avenue Bridge, resulting in reduced load capacity (12 tons) and narrowed lane widths. On August 10, 2021, the Board awarded a construction contract to Pat Nelson Construction Inc. of Petaluma, California, for the low base bid of $999,733. Construction was completed on March 9, 2022.

Bridge replacement permits were obtained from the San Francisco Bay Regional Water Quality Control Board (State Water Board) and the California Department of Fish and Wildlife (CDFW), which require five years of post-construction maintenance, monitoring, and reporting. Pat Nelson Construction Inc. has completed the first four years of these requirements. The requested budget amendment will fund the final year of maintenance necessary to fully satisfy the State Water Board and CDFW permit conditions.

Request Actions:

1. Approval of Budget Amendment for the following (4/5 vote required):
    a. Increase Transfers Out appropriations by $40,000 in the SB-1 Non-Operating Special Revenue Fund budget (Fund 2440, Sub-Division 1220052, Account 56100) offset by use of its available fund balance to transfer to Project 20035 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 20035, Account 48200); and
    b. Increase Construction Services appropriations by $40,000 in the SB-1 Buhman Avenue Bridge Project 20035 budget (Fund 2040, Sub-Division 2040500, Project 20035, Account 52360) offset by a Transfers In revenues from SB-1 Non-Operating Special Revenue Fund budget.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Budget Amendment will be funded by SB1-SRF. The project was not budgeted as part of the annual budget process since SB1 revenues are received monthly. Staff monitors the revenues and cashflow and once there is sufficient cash, comes to the Board and requests to move forward with the project and establish a project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The budget amendment is needed to fund the final year of plant maintenance and weed control to fulfil project permit conditions.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The project will not have enough funds to continue plant maintenance which will jeopardize compliance with project permits.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act as 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

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Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-274

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Project Creation and Budget Adjustment for the "Imola Paving Project"

RECOMMENDATION

Approve creation of Project 26031 for the "Imola Paving Project", RDS 26-26; and approve a Budget Amendment. (Fiscal Impact: $350,000; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County and the City of Napa (City) are coordinating a joint paving project on Imola Avenue. The project will include a 2-inch mill and fill treatment on Imola Avenue from Soscol Ave to 4th Avenue. The entire project length is about 1.4± miles, with the County's portion spanning approximately 3,500 feet (0.67± mile).

On January 7, 2026, the City's Public Works Department obtained City Council approval to use City personnel to pave Imola Avenue.

On January 8, 2026, the City informed the County about the upcoming City paving project and Napa County's Public Works Director employed a Request for Services for the City to pave Imola Avenue, in accordance with Section 1 of the City and County's Cooperative Agreement for Mutual Public Works Assistance.

Napa County's Roads Department will provide localized asphalt repairs to prepare the road surface for paving in March or April 2026, which is estimated to cost approximately $50,000. The City anticipates paving will take place from April to May 2026. Upon project completion, the City will invoice the County for its share of the work. The City estimates the cost of the County's portion is approximately $260,000. A budget allocation of $350,000 is being requested to account for potential unforeseen expenses and Engineering Services.

Requested actions:

Approval of a Budget Amendment for the following (4/5 vote is required):

a. Create Project 26031 for the "Imola Paving Project" and increase appropriations in the Roads Fund (Fund 2040, Sub-Division 2040500) in account 52360-Construction services by $330,000 and account 52145-Engineer Services by $20,000, offset by an increase of $350,000 in revenue account 48200-Transfer-in from the SB-1 Non-operating Special Revenue Fund; and

b. Increase appropriations in the SB-1 Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220052) in account 56100-Transfers-out appropriations by $350,000, offset by use of its available fund balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project 26031 will be funded by SB-1 SRF. The project was not budgeted as part of the annual budget process since SB1 revenues are received monthly. Staff monitors the revenues and cashflow and once there is sufficient cash, comes to the Board and requests to move forward with the project and establish a project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Capital Improvement Plan did not originally include Imola Avenue within the next five (5) years; however, given the opportunity to partner with the City of Napa, the County will be able to minimize construction impacts to the nearby community and reduce the costs incurred by the County.
Is the general fund affected?	No
Future fiscal impact:	Construction is estimated to begin and be completed in fiscal year 2025-26.
Consequences if not approved:	If the County doesn't partner with the City of Napa, the costs for construction improvements will be greater when paved under a separate contract and the County would not enjoy the economy of scale benefit from this project. There would also be negative public perception if the two agencies did not partner to provide a complete paving work.
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 at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

County of Napa
Public Works Department

BUDGET SUMMARY: IMOLA AVE PAVING PROJECT: RDS 26-26						
						2/13/2026
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$300,000	$300,000	$0	$0	0%	$0
10% Construction Contingency	$30,000	$30,000	$0	$0	0%	$0
Project Management	$20,000	$20,000	$0	$0	0%	$0
TOTAL	$350,000	**$350,000**	$0	$0	0%	$0

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-277

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Project Creation and Budget Adjustment for the "Redwood Road Paving Project"

RECOMMENDATION

Approve creation of Project 26032 for the "Redwood Road Paving Project", RDS 27-02; and approve a Budget Amendment. (Fiscal Impact: $90,000; Local Transportation Tax Measure T/U Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County and the City of Napa (City) are coordinating a joint paving project on Redwood Road and Forest Drive. All of Forest Drive will be paved, and Redwood Road will be paved from Dry Creek Road, up to Mount Veeder Road (depending on available funding). The project limits on Redwood Road are approximately 4.0± miles, with approximately 3,450 ft (0.65± mile) owned by the City. The County maintains approximately 275 ft of Forest Drive, and the City maintains the remaining 1,365 ft.

In 2026, PG&E will be undergrounding their utility lines along a 1.12 mile span of Redwood Road within the County's jurisdiction. Construction is scheduled to begin in March 2026 and is expected to be completed by the Fall of 2026. During this time, the County would prepare the design and provide a complete bid package to construct the paving improvements on Redwood Road and Forest Drive in the Summer of 2027.

The project will be funded using Local Transportation Tax Measure T/U funds.

Requested Actions:

Approval of a Budget Amendment for the following (4/5 vote is required):

a. Create Project 26032 for the "Redwood Road Paving" project and increase appropriations in the Roads Fund (Fund 2040, Sub-Division 2040500) in account 52145-Engineer Services by $90,000, offset by transfer-in revenue from the Local Transportation Tax Measure T/U Non-Operating Special Revenue Fund; and

b.. Increase appropriations in the Local Transportation Tax Measure T/U Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220053) in account 56100-Transfers-out by $90,000, offset by use of its available fund balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project 26032 will be funded by the Local Transportation Tax (T/U). This project was not budgeted as part of the annual budget process since Local Transportation Tax (T/U) revenues are received quarterly. Staff monitors the revenues and cash flow and once there's sufficient cash, come to the Board to move forward with the project and establish the project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Redwood Road and Forest Drive have poor pavement condition and require maintenance. Redwood Road is an important evacuation route and the undergrounding work from PG&E in the summer of 2026 will decrease the pavement condition index of the road. The requested budget transfer is for the design of road improvements, preparation of a complete bid package, and geotechnical testing and evaluation.
Is the general fund affected?	No
Future fiscal impact:	Design in fiscal year 2025-26 and 2026-27. Construction completion is expected by fiscal year 2027-28.
Consequences if not approved:	If not approved, Redwood Road and Forest Drive will continue to degrade and future repair and resurfacing work will be more costly if pavement rehabilitation and infrastructure improvements are not completed in a timely manner.
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 at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

County of Napa
Public Works Department

BUDGET SUMMARY: REDWOOD ROAD PAVING PROJECT: RDS 27-02						
						2/5/2026
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$1,850,000	$0	$0	$0	0%	$0
20% Construction Contingency	$370,000	$0	$0	$0	0%	$0
Design Engineering	$75,000	$75,000	$0	$0	0%	$0
Construction Management	$125,000	$0	$0	$0	0%	$0
Environmental, Geotechnical, and Special Inspections	$80,000	$15,000	$0	$0	0%	$0
TOTAL	$2,500,000	**$90,000**	$0	$0	0%	$0

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-285

TO: Board of Supervisors

FROM: Steve Lederer, Director

REPORT BY: Nate Galambos, Engineering Manager

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise the Devlin Road Paving Project, RDS 25-50

RECOMMENDATION

Approve Plans and Specifications for the "Devlin Road Paving", RDS 25-50 project; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact)

BACKGROUND

Maintenance for Devlin Road was identified through Public Works' process for determining roadway maintenance based on Pavement Condition Index (PCI). The PCI is an overall measure of the condition of the road surface developed by the United Sates Army Corps of Engineers and later standardized by American Society for Testing and Materials (ASTM), and assigns a numerical index ranging from 0 to 100, with 100 being a best roadway condition that is anticipated to support approximately 20 years of use. The portion of Devlin Road that is receiving maintenance is from its intersection with Soscol Ferry Road to approximately 3,500 feet east and was assigned a PCI of 28 for the majority of this length. While the intersection of Devlin Road and Soscol Ferry Road is planned for a roundabout, the timing of those improvements have yet to be determined, therefore it is included in this maintenance project due to its very poor condition. The proposed maintenance will consist of full width pavement grinding, repair of failed areas and placement of new asphalt.

On December 9, 2025, the Board of Supervisors (Board) approved the creation of the "Devlin Road Paving" project and a budget transfer of $300,000 from the Accumulated Capital Outlay Fund to design of the project. The plans and specifications are complete and ready for approval by the Board. The Engineer's estimate for the construction of the project is approximately $1,590,000. County staff will return to the Board at a later date to present a detailed project budget based on the lowest bid received and request award of a construction contract.

Requested Action:

Approve Plans and Specifications for the "Devlin Road Paving", RDS 25-50 project and authorize to advertise

for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	The full project cost will be funded by the Accumulated Capital Outlay Fund.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is required for advertisement of the project and progress towards construction.
Is the general fund affected?	Yes
Future fiscal impact:	Staff will return to the Board with a budget amendment request at time of construction award to fully fund the project.
Consequences if not approved:	The road will not be rehabilitated resulting in costlier future maintenance and potential roadway safety hazard.
Additional Information	In 2021, the Board authorized $20M for Road projects, a strategic investment to improve our Road conditions. This project will use the last of those funds, which has allowed us to raise our Pavement Condition Index from 45 to 56. 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 at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-286

TO: Board of Supervisors

FROM: Richard Thomasser - Deputy Director of Public Works

REPORT BY: Jeremy Sarrow - Watershed and Flood Control Operations Manager

SUBJECT: Expenditure Plan for Remaining County Unincorporated Area Measure A Funds

RECOMMENDATION

Approve and authorize expenditure of remaining Measure A fund balance for Projects within the Unincorporated Areas of Napa County; and approve a Budget Amendment. (Fiscal Impact: $1,241,767 Expense; Measure A Fund; Not Budgeted; Discretionary)
[4/5 vote required]

BACKGROUND

In March 1998, voters approved a half cent sales tax increase for flood control purposes known as Measure "A." The County and each incorporated City and Town were entitled to Measure A sales tax proceeds generated within their political boundaries for projects with the objective to improve flood protection, water supply and the health of the watershed. The Napa County Flood Protection and Watershed Improvement Authority administered the expenditure of Measure A funds on fourteen projects proposed by the Authority and approved by the Board of Supervisors within the County unincorporated area. These projects were funded and completed utilizing a combination of Measure A and matching grants. Significant projects completed in the unincorporated area include:

Rutherford and Oakville to Oak Knoll Restoration Projects - A combination of Federal and State grants matched with Measure A funds were utilized for the planning, design, and construction phases for the two restoration projects spanning a 13.5 mile reach of the Napa River. Special assessment districts were also formed with benefiting landowners to fund ongoing maintenance activities to protect the restoration investment along this reach of the river. Remaining funds of $1,034,230 will be re-allocated for projects within the Unincorporated Areas of Napa County.

Milliken Sarco Tulocay Recycled Water Plan (MST) - In partnership with Napa Sanitation District (NapaSan) a combination of Measure A, federal grants, and funds generated from a Community Facilities District (CFD) were utilized for the planning, design, and construction of a recycled water plant and distribution network within the MST area to reduce reliance on limited groundwater resources. The CFD has met its financial

objectives and is in the process of administrative close-out. NapaSan remains the owner and operator of the system going forward with additional capacity for future connections. Remaining Funds of $176,640 will be re-allocated to projects within the Unincorporated Areas of Napa County.

Angwin/Deer Park Water Supply Reliability Projects - Measure A funds were utilized for projects addressing stabilization and enhancement of existing water systems for flood protection, water reliability and water quality improvements. Funds were utilized for the following water purveyors: Howell Mountain Mutual Water Company, La Tierra Heights Mutual Water Company, Linda Falls Terrace Mutual Water Company, Linda Vista Mutual Water Company, Rancho La Jota Mutual Water Company, St. Helena Hospital and Pacific Union College water systems.

Lake Berryessa Watershed Improvement Projects - Projects completed with Measure A funds within this area included sanitary surveys, water quality improvement projects and water quality basin planning and permit activities. Funds were also used to support a watershed improvement grant program that to date has funded three subprojects that addressed watershed restoration, invasive species management and erosion control.

Milliken Creek Flood Reduction Project - A combination of Measure A, State grants and benefiting property owner funds were used to complete a flood reduction study and implement the preferred project alternative identified in the study. The preferred project completed involved the removal of a dam, establishing a floodwater bypass and drainage improvements on Kaanapali Drive and restoration of the creek channel resulting in reduced flood risk to homes along Milliken Creek and eliminating a fish passage barrier.

Napa County Airport/Fagan Creek Drainage Plan -Measure A funds were used to complete a study to identify flood reduction improvement projects at the Napa County Airport. Funds also supported a sediment management project that reduced runway flooding risks.

Additional Water Conservation, Watershed Improvement, and Flood Studies/Projects - Measure A funds were utilized to complete several studies and multiple projects in unincorporated areas including installation of new and larger storm drain outfalls, culvert replacement and road rehabilitation in order to reduce fine sediment input into the Napa River supporting achievement of TMDL goals, and studies that developed and recommended water conservation practices and programs for local cities and neighboring areas. Remaining funds of $30,897 will be re-allocated to the projects within the Unincorporated Areas of Napa County.

The 20-year Measure A tax ended on June 30, 2018 and the Flood Authority held its final meeting in December of 2018. Three of the seven above previously approved projects have been completed and $2,241,767 of Measure A funds remain unallocated. Objectives established for Measure A projects within unincorporated areas of the County include the following:

1. County unincorporated area flood damage reduction projects including elevating/relocating structures, including bridges, in the floodway and floodplain; and

2. Agricultural watershed and stormwater runoff management improvements planned jointly by the agricultural industry, the County, the Napa County Resource Conservation District and the Department of Fish and Wildlife, including projects which will:
a. Reduce the amount of storm runoff and sediment in the Napa River System from agricultural lands; and
b. Increase flood storage of the River system by the setback of active land uses from river and tributary banks

Considering the above Measure A objectives and previous direction from the Board, staff is recommending

expenditure of the remaining funds within the next 3-5 fiscal years primarily as matching grants for watershed improvement projects that meet the originally outlined and approved objectives for Measure A.

Staff is requesting approval for the expenditure of remaining unallocated Measure A funds ($1,241,767) for the following types of projects in the unincorporated area:

1. Implementation of the Bale Slough-Bear Creek Restoration Project (Group B sites)
2. Projects addressing management of priority invasive plant species (Arundo, tree of heaven, etc.) throughout the watershed including mapping, treatment, and monitoring of areas post treatment in support of the County Weed Management Area (WMA) and other local efforts
3. Watershed improvement studies and projects in support of stream and wetland restoration, sediment and bank erosion reduction, and stream habitat restoration

The remaining balance of previously-approved allocations will continue to be used as follows:

1. Community of Angwin/Deer Park Areas ($228,352)
Continue funding of water reliability and conservation Projects with local water Districts within the area of interest

2. Lake Berryessa Area ($1,259,955)
Continue funding eligible applicants (i.e. public agencies, non-profit organizations) and projects (water quality and stormwater improvement, watershed restoration) through the Lake Berryessa Watershed Improvement Program

Requested Actions:
1. Approve budget amendment for the following (4/5 vote):
a. Create Project 26021 for the "Unincorporated Areas of Napa County Projects" and increase appropriations in the Public Works Project 26021 (Fund 1000, Sub-Division 1220500, Project 26021) in account 52360-Construction Services by $1,000,000, account 52310-Consulting Services by $80,000, account 52145-Engineer Services by $50,000, account 52490-Other Professional Services by $70,000 and account 52525-Maintenance-Infrastructure/Land by $41,767, offset by an increase of $1,241,767 in revenue account 48200-Transfer-In from the Measure A Special Revenue Fund.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Utilization of remaining funds for project as originally outlined in Measure A
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Funds will remain unspent

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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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-296

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Frank Lucido, Engineering Manager

SUBJECT: Approval of the Plans and Specifications and Authorization to Advertise for Bids for the "Rossi Bridge Phase 2, RDS 25-25B" project and Approve Contract Change Order No. 3 which exceeds the Director of Public Work's authority for the Rossi Bridge Phase 1 Project, RDS 25-25.

RECOMMENDATION

Authorize the Director of Public Works to execute Contract Change Order No. 3, to Agreement No. 260144B with Granite Rock Company, to increase the maximum compensation from $431,020 to $529,972; for the Rossi Bridge Phase 1, RDS 25-25 Project and Approve the Plans and Specifications for the "Rossi Bridge Phase 2 Project, RDS 25-25B" Project and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (Fiscal Impact: $43,126 Expense; Project 25034; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Rossi Road Crossing that bridges over Conn Creek failed in February of 2025. Phase 1 of this project which involved constructing the foundation for a new bridge was completed in December of 2025. During that work it was discovered that some of the soil contained naturally occurring nickel and asbestos which required special worker protection, monitoring and off haul. This phase of the project was completed within budget but change order #3 in the amount of $43,126 that will pay for costs to haul part of the contaminated material, exceeds the Director of Public Works authority and requires Board approval.

Phase 2 of the project should start in June and involves the removal of an earthen impoundment from the creek, re-grading and installation of a new bridge. The crossing will be closed for about 6 weeks while low weight local traffic is rerouted through a private roadway. Completing this project in separate phases and the added cost of off-hauling hazardous waste has increased the project costs. Staff will return to the Board at time of

award with actual bid costs and will likely request a budget amendment to fund the balance of the project.

Requested Actions:

1. Authorize the Director of Public Works to execute Contract Change Order No. 3 in the amount of $43,126, which exceeds the Director's signing authority, resulting in a total Contract Change Order amount of $98,952.

2. Approve the Plans and Specifications for the "Rossi Bridge Phase 2 Project, RDS 25-25B" and authorization to advertise for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads CIP 25034
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is needed to ensure public and emergency access.
Is the general fund affected?	Yes
Future fiscal impact:	This is the first phase of the project was completed in FY 25-26 while the second phase will be completed in FY 26-27. The site will also require funding for mitigation planting and reporting for 5 -10 more years after the completion of the second phase.
Consequences if not approved:	If this project isn't approved and the region receives a significant rain event, there is a good chance that the road will fail.
Additional Information	The County has drafted a temporary access agreement with Rodgers Vineyard which will allow limited use by the residents who live beyond the damaged section of the road. As part of the agreement, the County will repair damage to the private road in exchange for its use during construction and in case of an emergency. The estimated cost for this access/maintenance through the life of the project is roughly $50,000.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed project is part of the February 14, emergency declaration by Napa County and statutorily exempt as defined by 14 California Code of Regulations 15269 A&B (State CEQA Guidelines) and therefore CEQA is not applicable.

Project 25034	Rossi Road Bridge Repair Phase 1 and 2 Overall Budget, RDS 25-25					3/10/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contracts	$1,431,020	$0	$950,000	$431,020	45%	$518,980
25% Construction Contingency	$357,755	$0	$190,000	$98,952	52%	$91,048
Design and Engineering Consultant	$348,447	$0	$348,447	$150,000	43%	$198,447
Engineering Consultant Contingency	$36,553	$0	$36,553	$0	0%	$36,553
Construction Management	$100,000	$0	$100,000	$44,000	44%	$56,000
County Project Management/Administration	$100,000	$0	$100,000	$50,000	50%	$50,000
Environmental, Geotechnical and Special Inspections	$250,000	$0	$150,000	$130,000	87%	$20,000
Emergency Stabilization, Access	$50,000	$0	$50,000	$40,000	80%	$10,000
Post Construction Maintenance	$50,000	$0	$75,000	$0	0%	$75,000
TOTAL	2,723,775	$0	2,000,000	943,972	47%	1,056,028

1195 THIRD STREET
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-307

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Budget Adjustment for the "Chiles Pope Valley Road MPM 3.63" project.

RECOMMENDATION

Approve a Budget Amendment for the "Chiles Pope Valley Road MPM 3.63" Project 23006, RDS 22-27 (Fiscal Impact: $35,000; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Chiles Pope Valley Road MPM 3.63 Project 23006 (RDS 22-27) construction was substantially completed on November 4, 2025. The project scope included replacement of the existing culvert wingwall structure, installation of upstream and downstream concrete slabs and rip rap to mitigate erosion and scouring, and installation of roadside concrete barriers and new guardrail.

During construction, several unforeseen site conditions were encountered that differed materially from those shown in the approved plan set. As a result, multiple contract change orders were necessary to complete the project that included, but were not limited to: extending the length and height of the upstream and downstream concrete roadside safety barriers, installing aggregate base backfill and plug paving between the concrete wingwalls and barriers, and chipping bedrock to properly key-in rock slope protection at the downstream end of the culvert. Due to permitting restrictions limiting construction to a defined work window, combined with the impending rainy season and limited remaining working days, portions of this work were completed on a time-and-materials basis to avoid construction delays and ensure regulatory compliance. The full extent of this additional work was finalized at the conclusion of construction and resolved through a balancing contract change order. In addition to an increased construction scope, the scope of services for the County's consultants also expanded. Additional coordination, design revisions, and construction support were required to address field-driven changes and contract change orders. Funding originally allocated for regulatory permit fees from the California Department of Fish and Wildlife and the Regional Water Quality Control Board were reallocated to support this necessary additional effort.

With construction now complete and the project entering the five-year permit-required monitoring period from 2026 through 2031, additional funds are needed to complete the remaining project obligations. This includes funding annual permit fees and performing required post-construction monitoring activities to fully close out the project in compliance with permit conditions.

The Budget Summary reflects total funding for the three project activities under Project 23006: Chiles Pope Valley Road MPM 3.63, 2023 Annual Guardrail Repairs, and Silverado Trail at Bell Canyon Creek. Board appropriation totals are based on accounting records for Project 23006 as a whole, therefore, the total funding shown represents all three activities.

Requested Actions:

Approval of a Budget Amendment for the following (4/5 vote is required):

a. Increase appropriations for Project 23006-2023 Annual Guardrails in the Roads Fund (Fund 2040, Sub-Division 2040500) in account 52145-Engineer Services by $35,000, offset by an increase of $35,000 in revenue account 48200-Transfers-in from the SB-1 Non-Operating Special Revenue Fund; and

b. Increase appropriations in the SB-1 Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220052), in account 56100-Transfers-out by $35,000, offset by use of its available fund balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project improves the safety of those using Chiles Pope Valley Road and ensures the existing bridge and culvert crossing do not wash out on this emergency route.
Is the general fund affected?	No
Future fiscal impact:	Construction was completed in FY 2025-26. Per the regulatory permit requirements five (5) years of post-construction maintenance will begin in FY 2026-27 and be complete in FY 2031 -32.
Consequences if not approved:	If the budget transfer is not appropriated, the County would be unable to fund required permit fees or complete the five-year post-construction monitoring, placing the project out of compliance with regulatory permit conditions. This could result in enforcement actions, potential penalties, and delays in formally closing out the project.
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 at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

County of Napa
Public Works Department

BUDGET SUMMARY: 2023 ANNUAL GUARDRAIL REPAIRS, RDS 22-27						
						2/19/2026
Budget Items for Project 23006	**Budget Item Amount****	**Request Today**	**Board Appropriation To Date****	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract & Contingency	$2,042,855	$0	$2,042,855	$1,805,376	88%	$237,479
Consulting Services* & Contingency	$610,946	$0	$610,946	$572,786	94%	$38,160
County Project Management/Administration	$356,657	$25,000	$331,657	$331,657	100%	$0
Permits	$22,531	$10,000	$12,531	$12,531	100%	$0
TOTAL	$3,032,989	**$35,000**	$2,997,989	$2,722,350	91%	$275,639

* Consulting Services included the Civil Engineering design, environmental permitting, hydraulic studies, surveying, geotechnical testing, and construction management/inspection

** Board Appropriation total is based on Tyler Munis accounting records and these numbers may differ from other budget summaries prepared for previous Board Items. However, the appropriation amount transferred in, spent, and its remaining balance totals are accurate and true. These numbers reflect the accounting records for all three project activities under Project 23006 (2023 Annual Guardrail Repairs, Silverado Trail Bell Canyon, and the Chiles Pope MPM 3.63 Repair project), as all three separate project activities have pulled funding from the same project funding source from FY 2023 to FY 2026 and the financial tracking of individual project activities cannot be separated.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-311

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Adoption a Resolution Adopting a Mitigated Negative Declaration, Approving Plans and Specifications, and Authorization to Advertise for Bids for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" Project.

RECOMMENDATION

Adopt a Resolution adopting a Mitigated Negative Declaration, approving the Plans and Specifications, and authorizing to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" Project, RDS 22-26. (No Fiscal Impact; Discretionary).

[4/5 vote required]

BACKGROUND

Napa County received the Highway Safety Improvement Program (HSIP) Cycle 11 grant to fund safety improvements at three intersections along Silverado Trail: Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch (located approximately 0.4 mile north of Trancas Street). The purpose of this project is to reduce collisions and improve safety and visibility for motorists and bicyclists at these locations.

In general, the project includes upgrading bicycle lane striping at all three intersections; installing streetlighting and advanced flashing beacons at the Oak Knoll Avenue and Zinfandel Lane intersection; constructing a right-turn lane at Oak Knoll Avenue; and constructing a left-turn lane at the Strawberry Patch. To accommodate the proposed turning lanes, widening on Silverado Trail will be required, which necessitates the removal of some existing vegetation and oak trees. As part of project mitigation, trees removed will have a 2:1 replanting ratio and a three year monitoring period, to ensure oak tree survival.

These improvements are intended to enhance overall traffic safety, improve bicycle accommodations, and increase intersection visibility to reduce the potential for crashes. The HSIP Cycle 11 grant will reimburse Napa County for eligible design and construction costs, with a total reimbursement estimated at up to $1,326,323.

Further details about the proposed improvements at these intersections are described below:

Silverado Trail at Oak Knoll Avenue:

Improvements include the installation of advanced flashing beacons on approaches to the intersection on Silverado Trail, construction of a new streetlight, widening of the Oak Knoll Avenue intersection apron with Silverado Trail, and installation of a right-turn lane on eastbound Oak Knoll Avenue. Additional work includes restriping the Silverado Trail median north of the intersection median to extend it closer to the intersection and widening the southbound lane on Silverado Trail to provide a right-turn lane onto Oak Knoll Avenue.

Silverado Trail at Zinfandel Lane:

Improvements include installation of advanced flashing beacons on approaches to the intersection on Silverado Trail and construction of a new streetlight.

Silverado Trail at the Strawberry Patch:

Improvements include widening the northbound travel lane of Silverado Trail in front of the Napa Strawberry business located at 2149 Silverado Trail to accommodate a northbound left-turn lane and acceleration lane.

In accordance with the California Environmental Quality Act (CEQA) Guidelines and Napa County's Local Procedures for compliance with CEQA, the County prepared an Initial Study (IS) to evaluate potential environmental impacts associated with the project. The IS determined that the project could result in potentially significant environmental impacts unless mitigation measures were incorporated. As a result, a Mitigated Negative Declaration (MND) was prepared to reduce all identified potential project impacts to a less-than-significant level.

A Notice of Intent to Adopt the MND was circulated for public review and comment from January 2, 2026, to February 2, 2026. Comments received from the Yocha Dehe Wintun Nation were addressed in the IS/MND. With implementation of the identified mitigation measures, the project is not anticipated to result in significant environmental impacts. All mitigation measures are incorporated into the project Plans and Specifications and will be implemented as appropriate before, during, and after construction.

The Engineer's Estimate for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" project is approximately $1,250,000. The Plans and Specifications are complete and ready for approval. The Director of Public Works is requesting authorization to advertise for bids. Staff will return to the Board at the time of construction to present a detailed project budget based on the lowest responsible bid and to request a budget amendment to fund construction.

Requested Action:

1. Adopt a Resolution which adopts a Mitigated Negative Declaration, approves the Plans and Specifications, and authorizes the Director of Public Works to advertise for sealed bids for the HSIP Cycle 11 Silverado Trail Intersection Improvement project.

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project improves the safety for all road users and utilizes grant funding to make improvements to a high-speed roadway (Silverado Trail) in an effort to reduce traffic collisions.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin in FY 2025-26 and be completed by FY 2026-27. Three (3) years of mitigation monitoring for oak tree replanting is expected to be completed by FY 2029-30.
Consequences if not approved:	The project will not advance to the construction phase. Failure to fund and award construction by June 30, 2026, would result in loss of HSIP grant funding and require the County to repay all funds previously reimbursed by Caltrans. The design phase of the project is receiving a 90% reimbursement rate, while the construction phase will receive a 68.78% reimbursement rate. While the reimbursement percentage for construction decreased, the total Caltrans funding increased as a result of additional funding appropriations approved through a project Scope Change request.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Mitigated Negative Declaration. According to the Mitigated Negative Declaration, the proposed project would have, if mitigation measures are not included, potentially significant environmental impacts in the following areas: biological resources, hydrology and water quality, transportation, and tribal cultural resources. This project site is not on any of the lists of hazardous waste sites enumerated under Government code section 65962.5.

RESOLUTION NO. 2026 -____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS ADOPTING A MITIGATED NEGATIVE DECLARATION, APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ADVERTISE FOR SEALED BIDS FOR THE HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, Napa County received the Highway Safety Improvement Program (HSIP) Cycle 11 grant to fund safety improvements at three intersections along Silverado Trail: Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch (located approximately 0.4 mile north of Trancas Street). The purpose of this project is to reduce collisions and improve safety and visibility for motorists and bicyclists at these locations; and

WHEREAS, the HSIP Cycle 11 grant will reimburse Napa County for eligible design and construction costs, with a total reimbursement estimated at up to $1,326,323 for the proposed project; and

WHEREAS, on December 16, 2025, the Public Works Department assisted by David J. Powers & Associates, Inc. prepared an Initial Study/Mitigated Negative Declaration to evaluate the potential environmental impacts associated with the HSIP Cycle 11 Intersection Improvements project; and

WHEREAS, on December 23, 2025, a Notice of Intent to Adopt a Mitigated Negative Declaration (State Clearinghouse #2025121203) for the Cycle 11 Intersection Improvements project was posted and published in accordance with CEQA Guidelines section 15072 and circulated for a public comment and review period commencing on January 2, 2026, and ending on February 2, 2026; and

WHEREAS, all mitigation measures have been incorporated into the proposed project's Plans and Specifications and will be implemented as appropriate before, during, and after construction; and

WHEREAS, the Plans and Specifications are complete and ready for approval by the Board and the Director of Public Works is requesting authorization to advertise for bids. Staff will return to the Board at the time of construction to present a detailed project budget based on the lowest responsible bid and to request a budget amendment to fund construction; and

WHEREAS, the Director of Public Works now desires that the Board adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan (MMRP), approve the Plans and Specifications, and authorize the Director to advertise for bids; and

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

1. The Board of Supervisors adopts the Mitigated Negative Declaration and MMRP pursuant to the provisions of the CEQA and of Napa County's Local Procedures for Implementing CEQA, and finds that:

a. The Board has read and considered the Mitigated Negative Declaration and MMRP prior to taking action on said Mitigated Negative Declaration and the proposed project.

b. The Mitigated Negative Declaration and MMRP are based on independent judgment exercised by the Board.

c. The Mitigated Negative Declaration and MMRP were prepared and considered in accordance with the requirements of the CEQA.

d. There is no substantial evidence in the record as a whole, that the proposed project will have a significant effect on the environment provided that measures to mitigate potentially significant impacts to biological resources, cultural resources, hazards, and hazardous materials are incorporated into the project approval.

e. There is no evidence, in considering the record as a whole, that the proposed project will have a potential adverse effect on wildlife resources or habitat upon which wildlife depends.

f. The site of this proposed project is not on any of the lists of hazardous waste sites enumerated under Government Code Section 65962.5 and is not within the boundaries of any airport land use plan.

g. The Department of Public Works is the custodian of the records of the proceedings on which this decision is based. Records are located at 1195 Third Street, Suite 101, Napa, California 94559.

[THIS SPACE INTENTIONALLY LEFT BLANK]

2. Approves Plans and Specifications for the "HSIP Cycle 11 Silverado Trail Intersection Improvement Project" and authorizes the Director of Public Works to advertise for sealed bids.

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 of Supervisors held on the 10th day of March 2026, by the following vote:

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

_____

AMBER MANFREE
Chair of the Board of Supervisors

APPROVED AS TO FORM	APPROVED BY THE NAPA COUNTY	ATTEST: NEHA HOSKINS
Office of County Counsel	BOARD OF SUPERVISORS	Clerk of the Board of Supervisors
By: *Laura J. Anderson* Deputy County Counsel	Date:	By:_____
Date: February 12, 2026	_____ Processed By:_____ Deputy Clerk of the Board	

HSIP Cycle 11 Silverado Trail Intersection Improvements

HSIPL-5921(090)

Initial Study/Mitigated Negative Declaration







Prepared by

Napa County Public Works Department

In Consultation with

DAVID J. POWERS & ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS & PLANNERS

January 2026

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY
MITIGATED NEGATIVE DECLARATION

DESCRIPTION OF THE PROJECT

Project Title: HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS/HSIPL-5921(090)

Project Location: The project proposes to improve three intersections on Silverado Trail at Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch located adjacent to 2149 Silverado Trail.

Project Sponsor: Napa County Public Works Department

Project Description: Napa County was awarded the Highway Safety Improvement Program (HSIP) Cycle 11 grant to improve three critical intersections on Silverado Trail. The Proposed Project involves intersection safety improvements including the installation of flashing beacons, right-turn lanes, and left-turn lanes. The following intersections do not comply with current safety standards and need upgrades and/or installation of warning signage to improve overall visibility.

Silverado Trail at Oak Knoll Avenue: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail, a new streetlight, widening the apron of the Oak Knoll Avenue intersection with Silverado Trail and installing a right-turn lane on eastbound Oak Knoll Avenue, restriping the median on Silverado Trail north of the intersection to extend the median closer to the intersection, and widening Silverado Trail on the southbound lane towards Oak Knoll Avenue to provide a right-turn lane.

Silverado Trail at Zinfandel Lane: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail and a new streetlight.

Silverado Trail at the Strawberry Patch: Improvements include widening the northbound travel lane on Silverado Trail in front of the Napa Strawberry business located at 2149 Silverado Trail (Strawberry Patch) to provide room for a left-turn lane and acceleration lane.

DETERMINATION

In accordance with the Napa County procedures for compliance with the California Environmental Quality Act (CEQA), the County has completed an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. On the basis of that study, the County makes the following determination:

Although the project, as proposed, could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures are included in the project which will reduce all identified potential impacts to less than significant levels, and, therefore, this **MITIGATED NEGATIVE DECLARATION (MND)** has been prepared.

CONDITIONS (MITIGATION MEASURES)

Biological Resources:

MM BIO-1.1: If vegetation removal and/or initial ground disturbance occur during the general nesting bird season (February 1 to August 31), pre-construction surveys for nesting birds will be conducted by a qualified biologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than 14 days prior to the initiation of tree removal or ground disturbance. During this survey, a qualified biologist shall inspect all potential nesting habitats within 500 feet of impact areas for white-tailed kite, as accessible, and other raptor nests and within 100 feet of impact areas for nests of non-raptor species.

MM BIO-1.2: If active bird nests are found during the survey, an appropriate no-disturbance buffer will be established by the qualified biologist in consultation with CDFW. Buffer sizes may vary depending on bird species, location and setting of the nest, levels of ambient disturbance near the nest, and other factors. Once it is determined that the young have fledged (left the nest) or the nest otherwise becomes inactive (e.g., due to predation), the buffer may be lifted, and work may be initiated within the buffer.

MM BIO-2.1: To achieve consistency with General Plan Policy CON-24, replacement native oak trees shall be planted at a minimum 2:1 ratio, i.e., at least 12 trees planted to compensate for the six proposed for removal. The oaks shall be planted on the edge of the Valley Oak Woodland at the Strawberry Patch intersection, and in suitable location(s) at or in proximity to the Oak Knoll Avenue intersection. Given that space for planting may be limited at the Oak Knoll Avenue intersection, there shall be flexibility regarding planting location that allows for a greater (disproportionate) number of trees to be planted at the Strawberry Patch intersection. The replacement trees shall be of the same species as those removed. Container size shall be five-gallon, and caging, mulching, vertical support staking, and irrigation shall be deployed at the time of planting to increase the likelihood of survival. If after three years, 12 (or more) planted trees have survived, then the tree replacement effort will be considered a success; otherwise, additional oaks shall be installed to fulfill the minimum 2:1 requirement.

MM BIO-3.1: All construction activities shall be scheduled to occur during the dry season (April 1 through October 15). If rainfall is in the forecast, standard erosion control measures (e.g., straw waddles, bales) shall be deployed on the project area edge perpendicular to the stream. Construction personnel shall be informed of the location of the stream with both silt fencing and high visibility flagging or staking prior to construction. All materials and equipment shall be laid down as far from the stream as is feasible, and spill prevention materials will be on the ready and deployable for all construction equipment.

Cultural Resources:

MM CUL-1.1: Prior to the commencement of construction, the project sponsor shall secure the services of a qualified archaeologist. The qualified archaeologist shall prepare a workforce environmental awareness program (WEAP) to instruct construction workers of the obligation to protect and preserve valuable cultural resources. The WEAP shall be reviewed and approved by the County's Public Works Director, or the Director's designee, prior to any ground disturbance. This program shall be provided to all construction workers as a field training prior to the beginning of ground-disturbing activities, and shall include a discussion of applicable laws and penalties under the laws; samples or visual aids of resources that could be encountered in the project vicinity; instructions regarding the need to halt work in the vicinity of any potential archaeological and Native American resources encountered; and measures to notify their supervisor and the County.

MM CUL-1.2: A qualified archaeologist shall prepare a monitoring plan for the Oak Knoll Avenue and Strawberry Patch locations of the project. The monitoring plan shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project. Ground-disturbing activities (including, but not limited to, demolition / excavation, grading, tree removal, and utility trenching) shall be monitored by a qualified archaeologist and Native American tribal representative culturally

and geographically affiliated with the project vicinity. The qualified archaeologist and Native American tribal representative shall have authority to halt construction activities temporarily in the immediate vicinity of an unanticipated find until its significance can be assessed by the qualified archaeologist and Native American tribal representative.

After observing a representative sample of ground-disturbing activity with no cultural resources encountered, the archaeologist and Native American tribal representative may recommend that monitoring move to a part-time or intermittent schedule by mutual agreement with the County. A summary report of the monitoring results, including any protective measures implemented, shall be submitted to the County.

MM CUL-2.1: In the event of the accidental discovery or recognition of any human remains, steps would be taken in compliance with the CCR Section 15064.5. All construction activities shall cease in the immediate area, and the County Coroner would be contacted, in accordance with 14 CCR Section 15064.5(e). If the coroner determines that the human remains are of Native American origin, the Native American Heritage Commission (NAHC) shall be notified to determine the most likely descendant (MLD) for the area. The MLD would make recommendations for the arrangements for the human remains per PRC Section 5097.98.

Hazards and Hazardous Materials:

MM HAZ-1.1: Prior to any ground disturbance, a soil investigation shall be conducted to determine whether aerially-deposited lead (ADL) has affected soils that will be disturbed by the proposed project. The analytical results shall be compared against applicable hazardous waste criteria. Based on analytical results, the investigation will provide recommendations regarding management and disposal of affected soils including the reuse potential of ADL-affected soil on the project site.

MM HAZ-1.2: Testing for the presence of lead-based paint and asbestos-containing materials, on the existing roadway and roadway paint to be removed shall occur. If these substances are found to be present, applicable regulations pertaining to their removal and disposal shall be followed.

FINDING

Napa County hereby finds that the proposed project could have a significant effect on the environment; however, there would not be a significant effect in this case because mitigation measures summarized above and described in the Initial Study are included in the project which will reduce all identified potential impacts to less than significant levels.

LEAD AGENCY REPRESENTATIVE

Sydney Barclay February 10, 2026

Sydney Barclay, Associate Engineer Date

For additional information regarding the project, please contact Sydney Barclay, Associate Engineer, Napa County Public Works Department at (707) 253-4351.

Written comments may be sent to Sydney Barclay via email at sydney.barclay@countyofnapa.org or via regular mail to Sydney Barclay, Associate Engineer, Napa County Public Works Department, 1195 Third Street, Suite 101, Napa, California.

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Appendix A: Biological Resources Reconnaissance Survey

Appendix B: Arborist Report

Appendix C: Summary Floodplain Evaluation Memorandum

All appendices are incorporated herein by reference.

Section 1.0 Introduction and Purpose

1.1 Purpose of the Initial Study

The County of Napa, as the Lead Agency, has prepared this Initial Study for the Highway Safety and Improvement Program (HSIP) Cycle 11 Silverado Trail Intersection Improvements Project in compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines (California Code of Regulations §15000 et. seq.) and the regulations and policies of the County of Napa, California.

The project proposes to improve three intersections on Silverado Trail at Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch located adjacent to 2149 Silverado Trail. This Initial Study evaluates the environmental impacts that might reasonably be anticipated to result from implementation of the proposed project.

1.2 Public Review Period

Publication of this Initial Study marks the beginning of a 30-day public review and comment period. During this period, the Initial Study will be available to local, state, and federal agencies and to interested organizations and individuals for review. Written comments concerning the environmental review contained in this Initial Study during the 30-day public review period should be sent to:

Sydney Barclay, Associate Engineer
Napa County Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559

1.3 Consideration of the Initial Study and Project

Following the conclusion of the public review period, the Napa County Board of Supervisors will consider the adoption of the Initial Study/Mitigated Negative Declaration (MND) for the project at a regularly scheduled meeting. The Board shall consider the Initial Study/MND together with any comments received during the public review process. Upon adoption of the MND, the County may proceed with project approval actions.

1.4 Notice of Determination

If the project is approved, the County of Napa will file a Notice of Determination (NOD), which will be available for public inspection and posted within 24 hours of receipt at the County Clerk's Office for 30 days. The filing of the NOD starts a 30-day statute of limitations on court challenges to the approval under CEQA (CEQA Guidelines Section 15075(g)).

Section 2.0 Project Information

2.1 Project Title

HSIP Cycle 11 Silverado Trail Intersection Improvements [HSIPL-5921(090)]

2.2 Lead Agency Contact

Sydney Barclay, Associate Engineer
Napa County Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559
sydney.barclay@countyofnapa.org
(707) 253-4351

2.3 Project Sponsor

Napa County Public Works Department

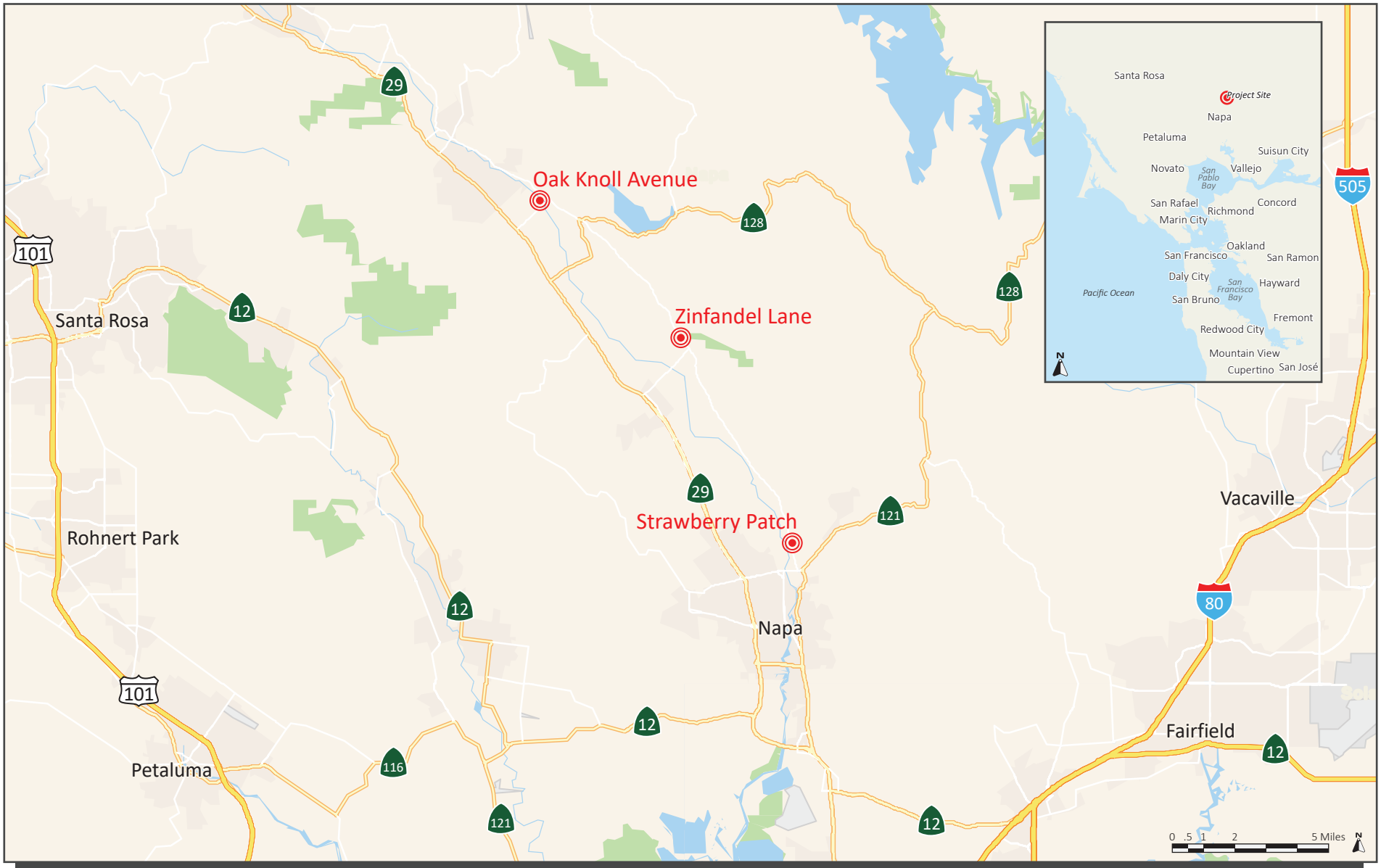
2.4 Project Location

The project proposes to improve three intersections on Silverado Trail at Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch located adjacent to 2149 Silverado Trail. Regional and vicinity maps are shown below in Figure 2.4-1 and Figure 2.4-2, respectively. Aerial photographs of the project site and the surrounding land uses are shown in Figure 2.4-3 through Figure 2.4-4.

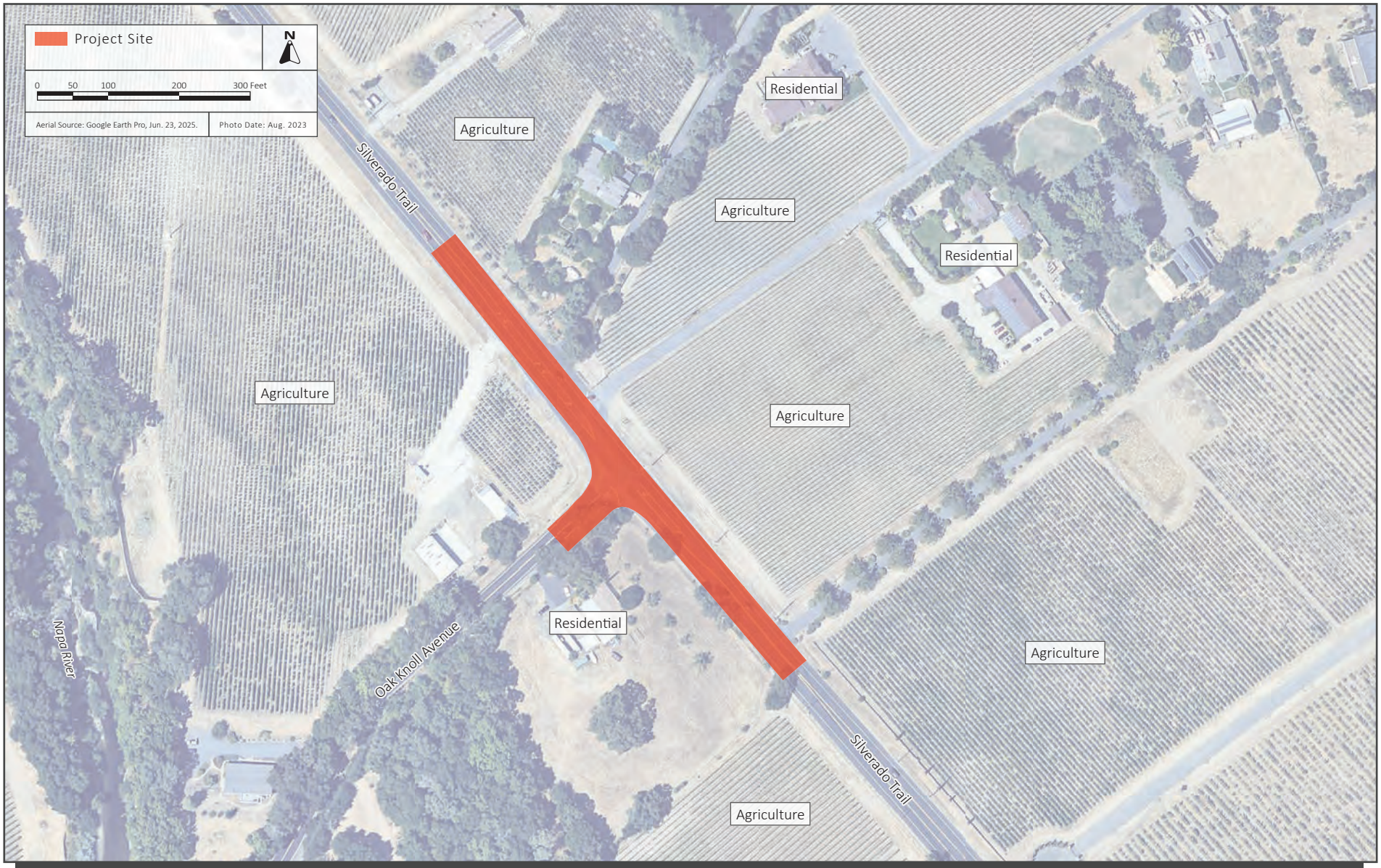
2.5 General Plan Land Uses and Zoning Districts

General Plan: Agricultural Resource
Agriculture, Watershed, and Open Space

Zoning: Agriculture Preserve
Agricultural Watershed



VICINITY AND REGIONAL MAP | FIGURE 2.4-1



AERIAL PHOTOGRAPH AND SURROUNDING LAND USES – OAK KNOLL AVENUE | FIGURE 2.4-2



AERIAL PHOTOGRAPH AND SURROUNDING LAND USES – ZINFANDEL LANE | FIGURE 2.4-3



AERIAL PHOTOGRAPH AND SURROUNDING LAND USES – STRAWBERRY PATCH | FIGURE 2.4-4

Section 3.0 Project Description

3.1 Project Background and Overview

Napa County was awarded the Highway Safety Improvement Program (HSIP) Cycle 11 grant to improve three critical intersections on Silverado Trail. Intersection safety improvements include the installation of flashing beacons, right-turn lanes, and left-turn lanes. The following intersections do not comply with current safety standards and need upgrades and/or installation of warning signage to improve overall visibility.

Silverado Trail at Oak Knoll Avenue: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail, a new streetlight, widening the apron of the Oak Knoll Avenue intersection with Silverado Trail and installing a right-turn lane on eastbound Oak Knoll Avenue, restriping the median on Silverado Trail north of the intersection to extend the median closer to the intersection, and widening Silverado Trail on the southbound lane towards Oak Knoll Avenue to provide a right-turn lane.

Silverado Trail at Zinfandel Lane: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail and a new streetlight.

Silverado Trail at the Strawberry Patch: Improvements include widening the northbound travel lane on Silverado Trail in front of the Napa Strawberry business located at 2149 Silverado Trail (Strawberry Patch) to provide room for a left-turn lane and acceleration lane.

3.2 Proposed Improvements

Further details on each of the proposed improvements are summarized below:

- The project will include signing and striping improvements at three locations: Silverado Trail and Zinfandel Lane, Silverado Trail and Oak Knoll Avenue, and Silverado Trail near Strawberry Patch. Striping improvements would include high visibility bike lane green pavement markings along Silverado Trail across the intersections.
- Two new intersection flashing beacon warning signs will be installed at Oak Knoll Avenue and Zinfandel Lane. The flashing beacons will be mounted on two-inch square posts, which will be mounted in an anchor system directly embedded in soil 30 inches below ground surface (bgs).
- New signs will be mounted on two-inch square type posts set 30 inches bgs.
- New solar powered streetlights will be installed at the Silverado Trail/Zinfandel Lane and Silverado Trail/Oak Knoll Avenue intersections. The solar-powered streetlights will be set in up to six-inch, six-foot-deep concrete foundations.

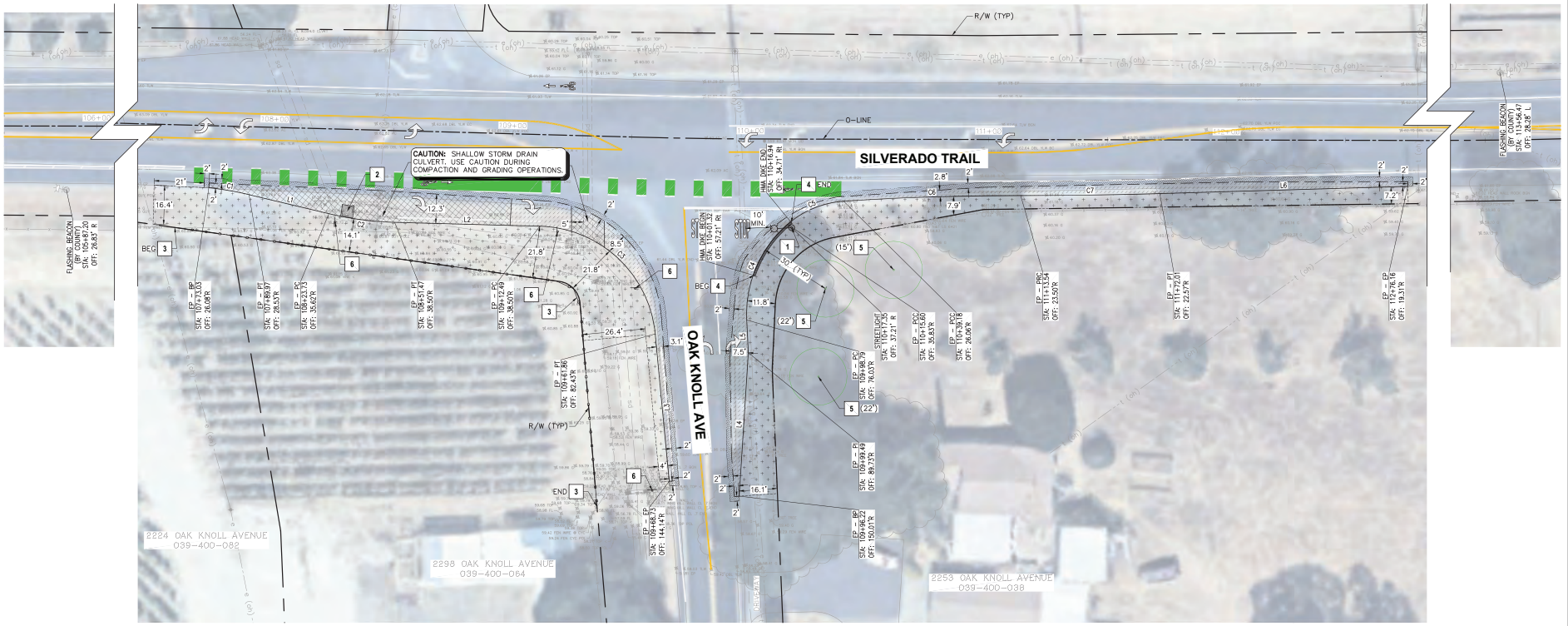
- Roadway widening is proposed at the Silverado Trail/Oak Knoll Avenue intersection to accommodate a new right-turn lane onto Oak Knoll Avenue from Silverado Trail and a right turn lane from Oak Knoll Avenue onto southbound Silverado Trail.
    - Roadway widening is proposed on the northwest corner of Silverado Trail/Oak Knoll Avenue. The road is being widened by approximately 10 feet with a three-foot wide shoulder and grading back to existing grade to provide a drainage swale.
        - The roadway widening will require adjustment to grade of one existing storm drain inlet.
    - Roadway widening will occur on the southwest corner of Silverado Trail/Oak Knoll Avenue. The road will be widened by approximately two to five feet with a three-foot wide fill slope back to existing grade.
- Roadway widening is proposed at the Silverado Trail/Strawberry Patch intersection to accommodate a left-turn from Silverado Trail into the Strawberry Patch parking lot.
    - Roadway widening is proposed on the east side of the Strawberry Patch/ Silverado Trail intersection. The road is being widened by approximately four to nine feet with an approximately 13 to 28-foot wide fill slope back to existing grade.

The project would remove three existing oak trees on the east side of the Silverado Trail/Strawberry Patch intersection and three trees on the southwest corner of the Silverado Trail/Oak Knoll Avenue intersection, resulting in a total of six existing trees proposed for removal. The project is anticipated to be constructed over a 12-week period.

The proposed improvement plans at each intersection location are shown in Figure 3.3-1 through Figure 3.3-3. Cross-Sections of the proposed roadway widening are shown in Figure 3.3-4.

3.3 Right of Way

The Project is proposed to occur entirely within existing County right-of-way (ROW). The Project would not require any ROW acquisition. Temporary construction easements are not anticipated to be required.



LEGEND:

- ROADWAY SECTION: 8" THICK HMA TYPE A (INCLUDING FINAL LIFT OF 2" THICK HMA FILL) OVER 12" THICK CLASS 2 AB. SEE DETAIL 4 ON SHEET C6.1.
- ROADWAY SECTION: 8" THICK HMA TYPE A (INCLUDING FINAL LIFT OF 2" THICK HMA FILL) OVER 12" THICK SLURRY BACKFILL AT CONCRETE CULVERT: INSTALL 2" THICK FOAM MATERIAL AND REDUCE SLURRY BACKFILL TO 6" THICK. SEE DETAIL 5 ON SHEET C6.1.
- 2" THICK HMA TYPE A INLAY.
- HYDROSEED
- SAWCUT LINE
- RELOCATED WIRE FENCE AND POSTS
- ADJUST EX CULVERT ACCESS, FRAME, AND GRATE TO GRADE. SEE DETAIL 3 ON SHEET C6.1.
- SOLAR POWERED STREETLIGHT. POTHOLE PRIOR TO EXCAVATION.
- FLASHING BEACON (FURNISHED & INSTALLED BY COUNTY)
- INSTALL NEW TREE: QUERCUS LOBATA/ VALLEY OAK. SEE SPECIFICATIONS FOR PLANTING AND WATERING REQUIREMENTS.

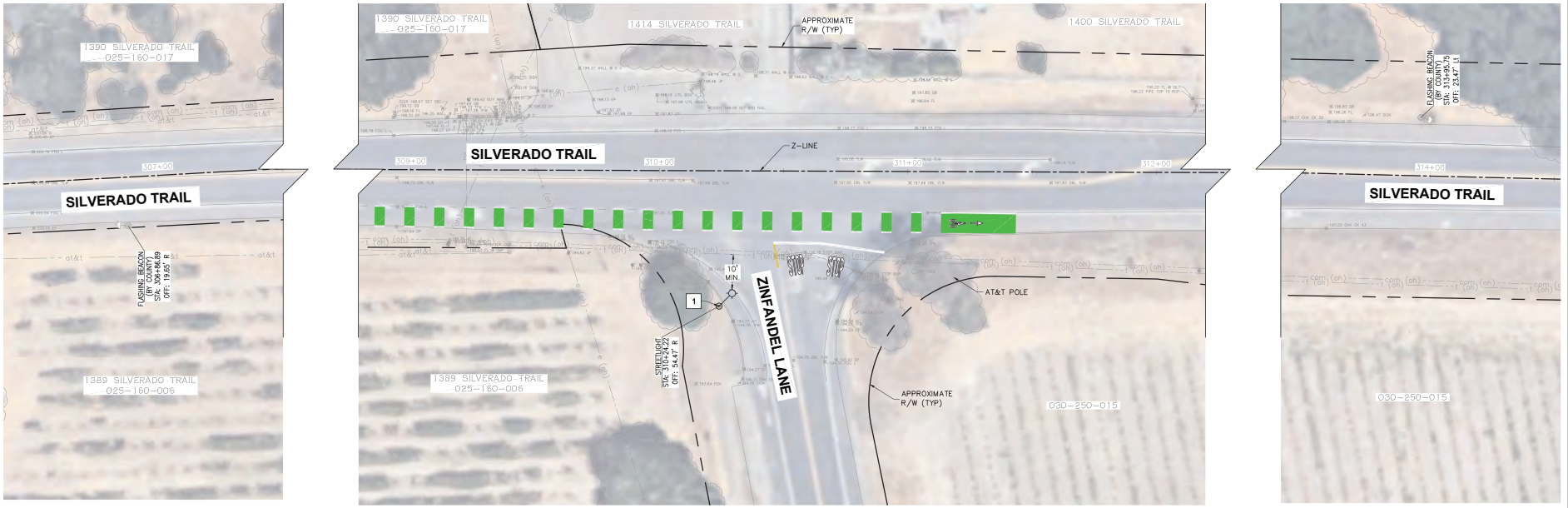
IMPROVEMENT NOTES:

1. INSTALL SOLAR STREETLIGHT, SEE SPECIFICATIONS. MOUNT SOLAR STREETLIGHT ON TYPE 15 POLE WITH 6' MAST ARM PER CALTRANS STD PLAN ES-6A.
2. ADJUST EX CULVERT ACCESS, FRAME, AND GRATE TO GRADE. SEE DETAIL 3 ON SHEET C6.1.
3. INSTALL WIRE FENCE AND POSTS ALONG RIGHT-OF-WAY LINE. TIE-IN TO EXISTING FENCE TO REMAIN.
4. INSTALL NEW TYPE A HMA DIKE PER CALTRANS STD PLAN A87B.
5. INSTALL NEW MATURE TREE AT SIZE SHOWN, COORDINATE WITH COUNTY ARBORIST.
6. INSTALL NEW TYPE L-1 REFLECTOR PER CALTRANS STD PLAN A73A.

0 10 20 40 80 Feet

Source: Sanbell, November 3, 2025.

IMPROVEMENT PLAN – OAK KNOLL AVENUE | FIGURE 3.3-1



LEGEND:

SOLAR POWERED STREETLIGHT. POTHOLE PRIOR TO EXCAVATION.

FLASHING BEACON (FURNISHED & INSTALLED BY COUNTY)

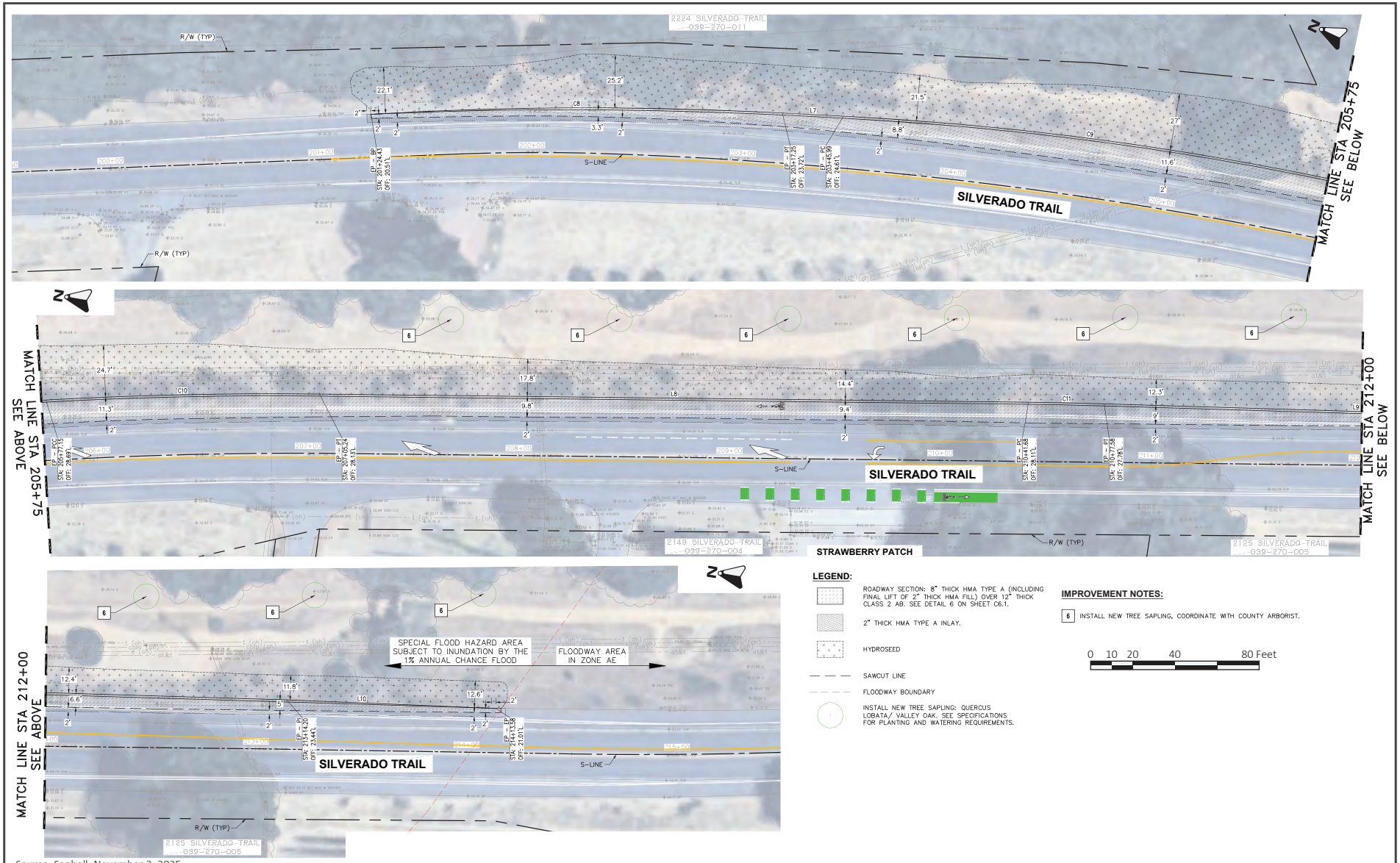
IMPROVEMENT NOTES:

1 INSTALL SOLAR STREETLIGHT, SEE SPECIFICATIONS. MOUNT SOLAR STREETLIGHT ON TYPE 15 POLE WITH 6' MAST ARM PER CALTRANS STD PLAN ES-6A.

Source: Sanbell, November 3, 2025.

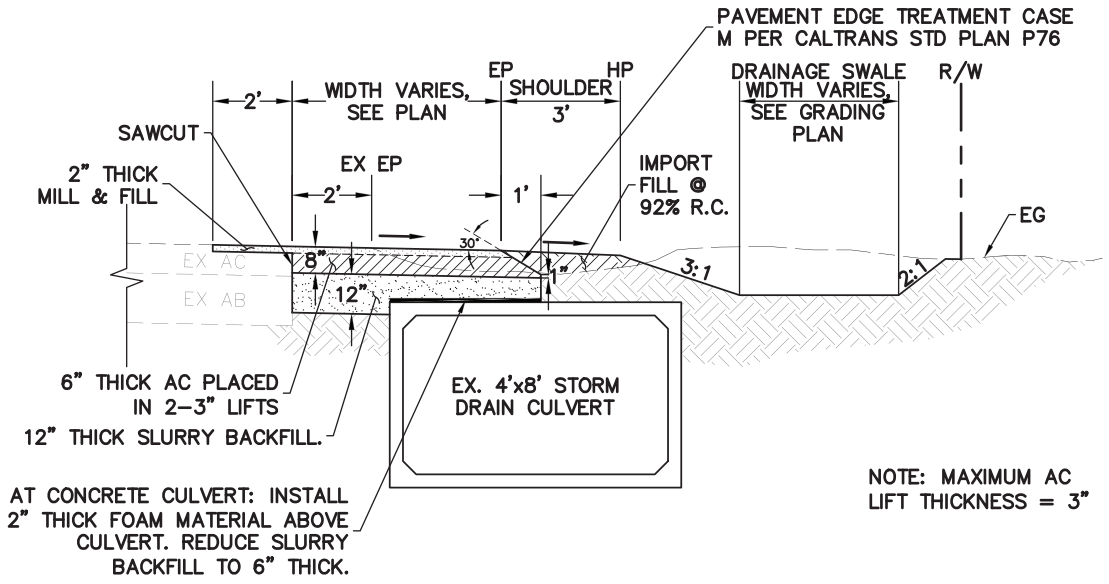
IMPROVEMENT PLAN – ZINFANDEL LANE

FIGURE 3.3-2

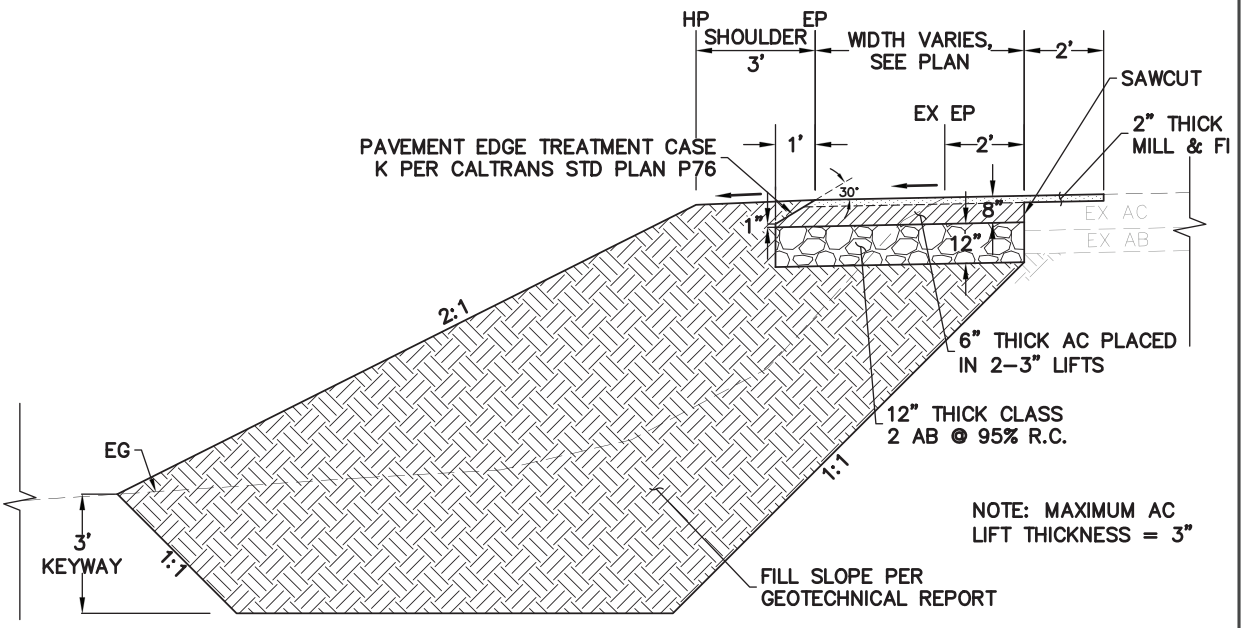


Source: Sanbell, November 3, 2025.

IMPROVEMENT PLAN – STRAWBERRY PATCH | FIGURE 3.3-3



OAK KNOLL AVENUE - ROADWAY WIDENING
CULVERT WITHIN ROADWAY LIMITS SCALE: NTS



STRAWBERRY PATCH - ROADWAY WIDENING
SCALE: NTS

Source: Sanbell, November 3, 2025.

ROADWAY WIDENING CROSS-SECTIONS | FIGURE 3.3-4

Section 4.0 Environmental Setting, Checklist, and Impact Discussion

This section presents the discussion of impacts related to the following environmental subjects in their respective subsections:

4.1	Aesthetics	4.12	Mineral Resources
4.2	Agriculture and Forestry Resources	4.13	Noise
4.3	Air Quality	4.14	Population and Housing
4.4	Biological Resources	4.15	Public Services
4.5	Cultural Resources	4.16	Recreation
4.6	Energy	4.17	Transportation
4.7	Geology and Soils	4.18	Tribal Cultural Resources
4.8	Greenhouse Gas Emissions	4.19	Utilities and Service Systems
4.9	Hazards and Hazardous Materials	4.20	Wildfire
4.10	Hydrology and Water Quality	4.21	Mandatory Findings of Significance
4.11	Land Use and Planning		

The discussion for each environmental subject includes the following subsections:

- **Environmental Setting** – This subsection 1) provides a brief overview of relevant plans, policies, and regulations that compose the regulatory framework for the project and 2) describes the existing, physical environmental conditions at the project site and in the surrounding area, as relevant.
- **Impact Discussion** – This subsection 1) includes the recommended checklist questions from Appendix G of the CEQA Guidelines to assess impacts and 2) discusses the project's impact on the environmental subject as related to the checklist questions. For significant impacts, feasible mitigation measures are identified. "Mitigation measures" are measures that will minimize, avoid, or eliminate a significant impact (CEQA Guidelines Section 15370). Mitigation measures are numbered to correspond to the impact they address. For example, MM BIO-1.3 refers to the third mitigation measure for the first impact in the Biological Resources section.

4.1 Aesthetics

4.1.1 Environmental Setting

4.1.1.1 *Regulatory Framework*

State

Streets and Highway Code Sections 260 through 263

The California Scenic Highway Program (Streets and Highway Code, Sections 260 through 263) is managed by the California Department of Transportation (Caltrans). The program is intended to protect and enhance the natural scenic beauty of California highways and adjacent corridors through special conservation treatment. While there are several eligible scenic highways in Napa County including State Route (SR) SR 29, SR 221, 20, and 121 there are no officially designated scenic highways in Napa County.

Local

Napa County General Plan

The Napa County General Plan (General Plan) identifies aesthetics as an important factor contributing to the County's "community character," and includes goals and policies that directly influence proposed projects within the County. In addition, the County has adopted a Viewshed Protection Ordinance that has been established to protect aesthetic quality for both visitors and residents of the County.

Policy	Description
CC-8	Scenic roadways which shall be subject to the Viewshed Protection Program are those shown in Figure CC-3 or designated by the Board of Supervisors in the future.
CC-13	The County's roadway construction and maintenance standards and other practices shall be designed to enhance the attractiveness of all roadways and in particular scenic roadways. New roadway construction or expansion shall retain the current landscape characteristics of County-designated scenic roadways, including retention of existing trees to the extent feasible and required re-vegetation and re-contouring of disturbed areas. In addition: • The development of hiking trails and bicycle lanes should be coordinated, when possible, with scenic roadway corridors and should provide access for the elderly and disabled in accordance with the Americans with Disabilities Act. • A program to replant trees and shrubbery should be implemented in cases where they are removed during new roadway alignment. • Opportunities should be explored for joint public/private participation in developing locations for roadside rests, picnic areas and vista points. • Installation of landscaping shall be required in conjunction with major roadway improvements where necessary to screen existing residences from glare generated by vehicle headlights.
CC-32	Street lighting on County roadways shall be limited to the minimum amount needed for public safety and shall be designed to focus light only where it is needed.

CIR-7	Roadway improvements shall be designed to conform to existing landforms and shall include landscaping and/or other treatments to ensure that aesthetics and rural character are preserved.

Napa County Road and Street Standards

The Napa County Road and Street Standards were adopted April 27, 1991, and most recently updated on April 18, 2023 (Napa County, 2023). The standards were developed to meet the interests of several agencies, with objectives that include, but are not limited to, preserving natural landscapes and aesthetic features; providing adequate safety and service; providing low maintenance cost road facilities; and minimizing impacts on environmentally sensitive areas and water quality. The standards include design criteria and requirements for roadways and roadway structures.

Napa County Conservation Regulations

Chapter 18.108 of the County's Municipal Code implements regulations to protect the public health, safety and community welfare, and to otherwise preserve the natural resources of the County. The regulations include provisions for: vegetation retention and removal, setbacks for earthmoving activity near waterways, slopes, and erosion control.

4.1.1.2 *Existing Conditions*

The project is located in a rural area of Napa County. The project area and its surroundings are comprised of rural residential properties and agricultural fields at all three locations. A roadside commercial strawberry stand is located at the Strawberry Patch intersection. The three locations share similar visual characteristics as they all generally consist of flat topography, trees and vegetation lining Silverado Trail, agricultural fields, and rural structures. The Zinfandel Lane intersection is adjacent to a hillside on the east side of Silverado Trail. The Zinfandel Lane and Oak Knoll Avenue intersections generally have open views of adjacent vineyards, rural properties, and surrounding hills. The Strawberry Patch location contains similar views that are somewhat constrained by large trees adjacent to the roadway.

Silverado Trail is an eligible state scenic highway south of its intersection with Trancas Street and Monticello Road, approximately 0.5-miles south of the Strawberry Patch location. The nearest officially designated state scenic highway is SR 12 in the Sonoma Valley, located approximately 11 miles west of Silverado Trail.[1] The project locations are not visible from any officially designated state scenic highway.

The entirety of Silverado Trail is designated as a Scenic Roadway in the Napa County General Plan. Photos of existing conditions at the three project intersections are shown in Photos 1 through 6.

[1] Caltrans. California State Scenic Highway System Map. Accessed June 24, 2025. https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa



Photo 1: View looking north along Silverado Trail from Zinfandel Lane.



Photo 2: View looking south along Silverado Trail from Zinfandel Lane.

Source: Archaeological/Historical Consultants.

PHOTOS 1 & 2



Photo 3: View along Oak Knoll Avenue, looking east towards Silverado Trail



Photo 4: View looking south from northern end of project limits at Oak Knoll Avenue.

Source: Archaeological/Historical Consultants.

PHOTOS 3 & 4



Photo 5: View looking north along Silverado Trail, south of Strawberry Patch.



Photo 6: View looking south from the northeast end of project limits near Strawberry Patch.

Source: Archaeological/Historical Consultants.

PHOTOS 5 & 6

4.1.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings?[2] If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

a) Would the project have a substantial adverse effect on a scenic vista?

The project locations are along relatively flat segments of Silverado Trail that do not contain scenic vistas. The project would include roadway widening and striping improvements. Vertical elements would be limited to the installation of streetlights, flashing beacons, and signs. The project elements would not obstruct views from the roadway, nor would they substantially affect views from scenic vistas in the vicinity. **(Less than Significant Impact)**

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The project is not located on an officially designated state scenic highway. Silverado Trail is designated as a Scenic Roadway in the County's General Plan. The project would remove a total of approximately six oak trees. Replacement trees would be planted as required by the Napa Landscaping Ordinance. The planting of replacement trees at 2:1 ratio in compliance with County General Plan Policy CON-24 would ensure that impacts to the scenic quality of Silverado Trail are minimized. The project would not result in the damage of any other scenic resources and would not

[2] Public views are those that are experienced from publicly accessible vantage points.

affect Silverado Trail's designation as a locally designated Scenic Roadway. **(Less than Significant Impact)**

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The project is located in a non-urbanized area. Public views of the site and its surroundings are limited to views available to those traveling along Silverado Trail. There are no public viewing areas in the vicinity of the project locations for travelers to stop and enjoy the scenery. As previously discussed, the project would include limited roadway widening and striping improvements to accommodate turning lanes. These improvements would be visually consistent with the existing roadway and would not degrade the existing visual character. Vertical elements would be limited to the installation of streetlights, flashing beacons, and signs. Replacement trees would be planted as required by General Plan Policy CON-24 to replace approximately six trees removed by the project. The planting of replacement trees would ensure that impacts to the existing visual character and views from Silverado Trail are minimized.

Construction activities would also result in temporary impacts to the visual character and quality of public views due to the presence of construction vehicles and equipment. However, construction impacts would be limited to an approximately 12-week period, after which views would largely return to existing conditions. For these reasons, the project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings. **(Less than Significant Impact)**

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

The project would include new streetlights, flashing beacons, signs, and striping. Consistent with General Plan Policy CC-32, the proposed street lighting would be adequate for improving public safety but would be designed to focus light only where it is needed. Similarly, the proposed flashing beacons and signs would be installed to improve public safety and would not include excessive amounts of light that would adversely affect views in the area. The proposed striping would produce similar amounts of glare as existing striping along Silverado Trail. For these reasons, the project would not create a new source of substantial light or glare that would adversely affect views in the area. **(Less than Significant Impact)**

4.2 Agriculture and Forestry Resources

4.2.1 Environmental Setting

4.2.1.1 *Regulatory Framework*

State

Farmland Mapping and Monitoring Program

The California Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) assesses the location, quality, and quantity of agricultural land and conversion of these lands over time. Agricultural land is rated according to soil quality and irrigation status. The best quality land is identified as Prime Farmland. In CEQA analyses, the FMMP classifications and published county maps are used, in part, to identify whether agricultural resources that could be affected are present on-site or in the project area.[3]

California Land Conservation Act

The California Land Conservation Act (Williamson Act) enables local governments to enter into contracts with private landowners to restrict parcels of land to agricultural or related open space uses. In return, landowners receive lower property tax assessments. In CEQA analyses, identification of properties that are under a Williamson Act contract is used to also identify sites that may contain agricultural resources or are zoned for agricultural uses.[4]

Fire and Resource Assessment Program

The California Department of Forestry and Fire Protection (CAL FIRE) identifies forest land, timberland, and lands zoned for timberland production that can (or do) support forestry resources.[5] Programs such as CAL FIRE's Fire and Resource Assessment Program are used to identify whether forest land, timberland, or timberland production areas could be affected are located on or adjacent to a project site.[6]

4.2.1.2 *Existing Conditions*

The project site is located within a rural area of Napa County. Agricultural lands are present within the project vicinity. The land surrounding the Oak Knoll Avenue intersection is classified as other

[3] California Department of Conservation. "Farmland Mapping and Monitoring Program." Accessed June 17, 2025. http://www.conservation.ca.gov/dlrp/fmmp/Pages/Index.aspx.
[4] California Department of Conservation. "Williamson Act." Accessed June 17, 2025. http://www.conservation.ca.gov/dlrp/lca.
[5] Forest Land is land that can support 10 percent native tree cover and allows for management of forest resources (California Public Resources Code Section 12220(g)); Timberland is land not owned by the federal government or designated as experimental forest land that is available for, and capable of, growing trees to produce lumber and other products, including Christmas trees (California Public Resources Code Section 4526); and Timberland Production is land used for growing and harvesting timber and compatible uses (Government Code Section 51104(g)).
[6] California Department of Forestry and Fire Protection. "Fire and Resource Assessment Program." Accessed June 17, 2025. http://frap.fire.ca.gov/.

land and farmland of statewide importance.[7] The land surrounding the Zinfandel Lane intersection is classified as urban and built-up land, unique farmland, other land, and unique farmland.[8] Prime farmland and other land surrounds the project area around the Strawberry Patch intersection.[9]

4.2.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☒	☐
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in a loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project is limited to improvements to existing roadways that would not change land use patterns in the project area. The project would not extend into any agricultural fields and agricultural operations on adjacent parcels would not be substantially adversely affected. The project would not require any permanent right of way acquisition and thus would not convert any

[7] California Department of Conservation. "California Important Farmland Finder." Accessed June 17, 2025. https://maps.conservation.ca.gov/DLRP/CIFF.
[8] Ibid.
[9] Ibid.

existing farmlands to non-agricultural use. The project, therefore, would not result in significant impacts to Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. **(Less than Significant Impact)**

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

As aforementioned, the improvements made by the project would be limited to the roadways and would therefore not conflict with existing zoning for agricultural use.[10] While there are parcels under Williamson Act contracts adjacent to the Oak Knoll Avenue intersection, the project would not convert existing agricultural uses or otherwise conflict with these contracts.[11] **(Less than Significant Impact)**

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production?

The project site and surrounding vicinity do not contain any lands zoned as forest land, timberland, or timberland production. **(No Impact)**

d) Would the project result in a loss of forest land or conversion of forest land to non-forest use?

The project site and surrounding vicinity do not contain any forest land. **(No Impact)**

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

As previously discussed, the project would not impact agricultural fields or otherwise cause a substantial adverse effect on agricultural land. No impacts to designated farmland are anticipated. Therefore, the project would not result in other changes to the environment that could, in turn, result in an impact on agricultural resources. **(Less than Significant Impact)**

[10]Napa County. "Napa County Online Public Map." Accessed June 17, 2025. https://gis.countyofnapa.org/portal/apps/webappviewer/index.html?id=0bbafe490c58430da719ff851c78b7fa.
[11] California Department of Conservation. "Williamson Act Enrollment Finder." Accessed June 17, 2025. https://maps.conservation.ca.gov/dlrp/WilliamsonAct/.

4.3 Air Quality

4.3.1 Environmental Setting

4.3.1.1 *Background Information*

Criteria Pollutants

Criteria air pollutants are pollutants that have established federal or State standards for outdoor concentrations to protect public health. Pursuant with the federal and State Clean Air Acts, the United States Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established and enforced the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS), respectively. The NAAQS and CAAQS address the following criteria air pollutants: ozone (O_3), nitrogen dioxide (NO_2), carbon monoxide (CO), particulate matter with a diameter of 10 microns or less (PM_{10}), particulate matter with a diameter of 2.5 micros or less ($PM_{2.5}$), sulfur dioxide (SO_2), and lead. The CAAQS also includes visibility reducing particles, sulfates, hydrogen sulfide, and vinyl chloride.

Toxic Air Contaminants

Toxic air contaminants (TACs) include airborne chemicals that are known to have short- and long-term adverse health effects. TACs are found in ambient air, especially in urban areas, and are caused by industry, agriculture, diesel fuel combustion, and commercial operations (e.g., dry cleaners). TACs are typically found in low concentrations, even near their source (e.g., diesel particulate matter [DPM] near a freeway). Unlike criteria air pollutants, which have a regional impact, TACs are highly localized and regulated at the individual emissions source level.

DPM is the predominant TAC in urban air and is estimated to represent about three-quarters of the cancer risk from TACs. DPM is comprised of diesel exhaust which is a complex mixture of gases, vapors, and fine particles. Medium- and heavy-duty diesel trucks represent the bulk of DPM emissions from California highways. The majority of DPM is small enough to be inhaled into the lungs. Most inhaled particles are subsequently exhaled, but some deposit on the lung surface or are deposited in the deepest regions of the lungs (i.e., areas most susceptible to injury).[12] Chemicals in diesel exhaust, such as benzene and formaldehyde, are also TACs identified by the CARB.

An overview of the sources of criteria pollutants and TACs, as well as their associated health effects, is provided in Table 4.3-1.

[12] California Air Resources Board. "Overview: Diesel Exhaust and Health." Accessed June 19, 2025. https://ww2.arb.ca.gov/resources/overview-diesel-exhaust-and-health.

Table 4.3-1: Sources and Health Effects of Criteria Air Pollutants and Toxic Air Contaminants

Pollutants	Description and Sources	Primary Effects
Ozone (O_3)	O_3 is a secondary criteria air pollutant that is the result of a photochemical (sunlight) reaction between reactive organic gases (ROG) and nitrogen oxides (NO_x). Pollutants emitted by motor vehicles, power plants, industrial boilers, refineries, and chemical plants are the common sources for this reaction. High O3 levels are caused by the cumulative emissions of ROG and NOX. These precursor or primary pollutants react under certain meteorological conditions to form high O_3 levels. Commons sources of ROG and NO_x are vehicles, industrial plants, and consumer products.	• Aggravation of respiratory and cardiovascular diseases • Irritation of eyes • Cardiopulmonary function impairment
Nitrogen Dioxide (NO_2)	NO_2 is a reactive gas that combines with nitric oxide (NO) to form NO_x. NO_2 is the byproduct of fuel combustion, with common sources of NO_2 being emissions from cars, trucks, buses, power plants, and off-road equipment. Other sources of NO_2 include high temperature stationary combustion and atmospheric reactions.	• Aggravation of respiratory illness • Reduced visibility
Carbon Monoxide (CO)	CO is a colorless, odorless, and toxic gas that is the product of incomplete combustion of carbon-containing substances (e.g., when something is burned). Common outdoor sources of CO include mobile vehicles (passenger cars and trucks) and machinery that burn fossil fuels.	• Interferes with oxygen delivery to the body's organ due to binding with the hemoglobin in the blood • Fatigue, headaches, confusion, and dizziness
Fine Particulate Matter ($PM_{2.5}$) and Coarse Particulate Matter (PM_{10})	Particulate Matter (PM) is any material that is emitted as liquid or solid particles or a gaseous material, such as dust, soot, aerosols, and fumes. PM_{10} and $PM_{2.5}$ are both small enough particulates to be inhaled into the human lungs, and $PM_{2.5}$ is small enough to deposit into the lungs, which poses an increased health risk compared to PM_{10}. Typical sources of PM include stationary combustion of solid fuels, construction activities, vehicles, industrial processes, and atmospheric chemical reactions.	• Reduced lung function, especially in children • Aggravation of respiratory and cardiorespiratory diseases • Increased cough and chest discomfort • Reduced visibility
Sulfur Dioxide (SO_2)	SO_2 is a pungent and colorless gaseous pollutant. SO_2 is part of the sulfur oxides (SO_x) group and is the pollutant of greatest concern in the SO_x group. SO_x can react with other compounds in the atmosphere to form small particles. These particles contribute to pollution. SO_2 is primarily formed from fossil fuel combustion at power plants and other industrial facilities. Sources of SO_2 include motor vehicles, locomotives, ships, and off-road diesel equipment that are operated with fuels that contain high levels of sulfur. Industrial processes, such as natural gas and petroleum extraction, oil refining, and metal processing.	• Aggravation of respiratory illness • Respiratory irritation such as wheezing, shortness of breath and chest tightness • Increased incidence of pulmonary symptoms and disease, decreased pulmonary function

Pollutants	Description and Sources	Primary Effects
Lead	Lead is a naturally occurring element that can be found in all parts of the environment including the air, soil, and water. As an air pollutant, lead is present in small particles. The most common historic source of lead exposure was the past use of leaded gasoline in motor vehicles. The exhaust resulting from use of leaded gasoline would release lead emissions into the air. Now, major sources of lead in the air are from ore and metals processing plants and piston-engine aircraft operating on leaded aviation fuel. Other sources are waste incinerators, utilities, and lead-acid battery manufacturers. The highest air concentrations of lead are usually found near lead smelters.	• Adversely affect the nervous system, kidney function, immune system, reproductive and developmental systems and the cardiovascular system
Toxic Air Contaminants (TACs)	TACs include certain air pollutants known to increase the risk of cancer and/or a range of other serious health effects. Sources of TAC include, but are not limited to, cars and trucks, especially diesel-fueled; industrial sources, such as chrome platers; dry cleaners and service stations; and building materials and products.	• Cancer • Chronic eye, lung, or skin irritation • Neurological and reproductive disorders

Sensitive Receptors

Some groups of people are more affected by air pollution than others. CARB has identified the following groups who are most likely to be affected by air pollution: children under 16, the elderly over 65, athletes, and people with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive receptors. Locations that may contain a high concentration of these sensitive population groups include residential areas, hospitals, daycare facilities, elder care facilities, and elementary schools.

Worker Receptors

In addition to the sensitive receptors mentioned above, the Bay Area Air District (Air District) considers worker receptors when reviewing impacts from air pollution and TACs. Worker receptors are adults (16 years and older) that work indoors and/or outdoors at off-site locations zoned for commercial and industrial uses. Typical developments that include worker receptors are offices, retail shops, manufacturing uses, light industrial uses, or heavy industrial uses.[13]

[13] Bay Area Air Quality Management District. *California Environmental Quality Act Air Quality Guidelines Appendix E: Recommended Methods for Screening and Modeling Local Risks and Hazards*. Page E-14.

4.3.1.2 *Regulatory Framework*

Federal and State

Clean Air Act

At the federal level, the EPA is responsible for overseeing implementation of the Clean Air Act and its subsequent amendments. The federal Clean Air Act requires the EPA to set national ambient air quality standards for the six common criteria pollutants, discussed previously; PM, O_3, CO, SO_2, NO_2, and lead.[14]

CARB is the state agency that regulates mobile sources throughout the state and oversees implementation of the state air quality laws and regulations, including the California Clean Air Act. The EPA and the CARB have adopted ambient air quality standards establishing permissible levels of these pollutants to protect public health and the climate. Violations of ambient air quality standards are based on air pollutant monitoring data and are determined for each air pollutant. Attainment status for a pollutant means that a given air district meets the standard set by the EPA and/or CARB.

Diesel Risk Reduction Plan

To address the issue of diesel emissions in the state, CARB developed the Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles. In addition to requiring more stringent emission standards for new on-road and off-road mobile sources and stationary diesel-fueled engines to reduce particulate matter emissions by 90 percent, this plan involves the application of emission control strategies to existing diesel vehicles and equipment to reduce DPM and other pollutants. Implementation of this plan, in conjunction with stringent federal and CARB-adopted emission limits for diesel fueled vehicles and equipment, including off-road equipment, will significantly reduce emissions of DPM and NO_X.

Regional

2017 Clean Air Plan

The Air District is the agency primarily responsible for assuring that the federal and state ambient air quality standards are maintained in the San Francisco Bay Area, which includes the project area. Regional air quality management districts, such as the Air District, must prepare air quality plans specifying how federal and state air quality standards will be met. The Air District's most recently adopted plan is the Bay Area 2017 Clean Air Plan. The 2017 Clean Air Plan focuses on the following two related Air District goals and how to achieve them:

- Protect air quality and health at the regional and local scale by attaining all state and national air quality standards and eliminating disparities among Bay Area communities in cancer health risk from TAC; and

[14] NO_x is the group of nitrogen compounds (NO_2 and nitric oxide [NO]) that typically represents NO_2 emissions because NO_2 emissions contribute the majority of NO_x exhaust emissions emitted from fuel combustion.

- Protect the climate by reducing Bay Area greenhouse gas (GHG) emissions 40 percent below 1990 levels by 2030 and 80 percent below 1990 levels by 2050.[15]

CEQA Air Quality Guidelines

The Air District CEQA Air Quality Guidelines are intended to serve as a guide for those who prepare or evaluate air quality impact analyses for projects and plans in the San Francisco Bay Area. Jurisdictions in the San Francisco Bay Area Air Basin utilize the thresholds and methodology for assessing air quality impacts developed by the Air District within their CEQA Air Quality Guidelines. The guidelines include information on legal requirements, Air District rules, methods of analyzing impacts, and recommended mitigation measures. The latest CEQA Air Quality Guidelines are the 2022 CEQA Air Quality Guidelines adopted on April 20, 2023, by the Air District's Board of Directors.

4.3.1.3 *Existing Conditions*

The San Francisco Bay Area (Bay Area) Air Basin is designated a nonattainment area for the federal O_3 and $PM_{2.5}$ standards and for the state O_3, PM_{10}, and $PM_{2.5}$ standards.[16,17] The Bay Area is designated as an attainment area for both the NAAQS and CAAQS for CO, SO_2, and NO_2. The Air District is responsible for attaining the NAAQS and CAAQS for these pollutants within the Bay Area. As part of an effort to attain and maintain ambient air quality standards for O_3, PM_{10}, and $PM_{2.5}$, the Air District has established thresholds of significance for these air pollutants and their precursors that apply to both construction period and operational period impacts. Controlling the emissions of these precursor pollutants is the focus of the Air District attempts to reduce O_3 levels. The highest O_3 levels in the Bay Area occur in the eastern and southern inland valleys where temperatures are higher, there is less wind circulation, and sources of the precursor pollutants (i.e., ROG and NO_x) are prominent. In the Bay Area, most particulate matter is generated from the following activities: combustion, factories, construction, grading, demolition, agriculture, and motor vehicles. Elevated concentrations of PM_{10} and $PM_{2.5}$ are the result of both region-wide emissions and localized emissions.

Existing sources of emissions in the project area include vehicular traffic on Silverado Trail and the connecting roadways and surrounding agricultural activities. Sensitive receptors in the proposed areas of work include residences adjacent to the project intersections and agricultural workers. The residential receptors generally range from 50 to 100 feet from the project work limits. Agricultural workers, such as those in the Strawberry Patch stand or working in adjacent fields could be as close as 15 to 30 feet from the project work limits.

[15] Bay Area Air Quality Management District. *Final 2017 Clean Air Plan.* April 19, 2017. Chapter 1. Page 2.
[16] Bay Area Air Quality Management District. "Air Quality Standards and Attainment Status." Last Updated January 5, 2017. Accessed June 19, 2025. https://www.baaqmd.gov/about-air-quality/research-and-data/air-quality-standards-and-attainment-status.
[17] The area has attained both state and federal ambient air quality standards for CO. The project does not include substantial new emissions of SO_2 or lead. These criteria pollutants are not discussed further.

4.3.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Note: Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the determinations.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Over the long-term (i.e., operational phase), the project will have no effect on air quality as it is limited to safety and operational improvements at three existing intersections. The number of vehicle trips at the project locations will not change with implementation of the project as it is not introducing any new land uses or increasing roadway capacity. The project would not include any stationary sources of operational pollutant emissions, such as a generator.

During the short-term (i.e., construction phase), equipment at the project site may include vehicles such as long flat-bed trucks for delivering materials to the site, drilling equipment, compaction equipment, loaders, haulers, and striping/painting equipment. This equipment would temporarily emit particulate matter (PM_{10}) and exhaust. The project construction phase is anticipated to last for approximately 12 weeks. Given the relatively small scale of the project and short construction period, the project would not generate a significant amount of criteria air pollutants. For these reasons, the project would not conflict with the 2017 CAP. **(Less than Significant Impact)**

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Per the Air District CEQA Air Quality Guidelines, air pollution by its nature is largely a cumulative impact. No single project is sufficient in size, by itself, to result in nonattainment of ambient air quality standards. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. As discussed above, the project would not, by itself, result in any air pollutant emissions exceeding the Air District's significance thresholds. The number of vehicle trips in the area will not change with implementation of the project. As a result, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the region is non-attainment. **(Less than Significant Impact)**

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Dust Generation

Construction activities, particularly during site preparation and grading, would temporarily generate fugitive dust in the form of PM_{10} and $PM_{2.5}$. Sources of fugitive dust would include disturbed soil at the construction site and trucks carrying uncovered loads of soil. Unless properly controlled, vehicles leaving the site would deposit mud on local streets, which could be an additional source of airborne dust after it dries. The Air District CEQA Air Quality Guidelines consider these impacts to be less than significant if best management practices (BMPs) are implemented to reduce these emissions. These BMPs shall be implemented during all demolition, grading, and construction activities to reduce construction-related particulate emissions:

- Exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day or covered.
- Haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- Visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- Vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- Roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Chapter 13, Section 2485 of California Code of Regulations [CCR]). Clear signage explaining this rule shall be provided for construction workers at all access points.
- Construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. Equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

- A publicly visible sign shall be posted with the telephone number and name of an individual working for the construction contractor who can be contacted regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Implementation of these Air District-recommended BMPs during construction are standard measures that are required for all projects. Implementation of these measures would ensure that the project's fugitive dust impacts are less than significant.

Project Community Health Risks

As discussed under Checklist Question a), the project would not result in any increase in long-term pollutant emissions and, therefore, would not expose sensitive receptors to substantial pollutant concentrations during its operational phase.

In a 2018 decision (*Sierra Club v. County of Fresno*), the state Supreme Court determined CEQA requires that when a project's criteria air pollutant emissions would exceed applicable thresholds and contribute a cumulatively considerable contribution to a significant cumulative regional criteria pollutant impact, the potential for the project's emissions to affect human health in the air basin must be disclosed. State and federal ambient air quality standards are health-based standards, and exceedances of those standards result in continued unhealthy levels of air pollutants. As stated in the Air District's 2022 CEQA Air Quality Guidelines, air pollution by its nature is largely a cumulative impact. No single project is sufficient in size, by itself, to result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. In developing thresholds of significance for air pollutants, the Air District considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project has a less than significant impact for criteria pollutants, it is assumed to have no adverse health effect. As discussed under checklist question a), the project would have a less than significant impact for criteria pollutants and, therefore, the project would also result in no adverse health effect. **(Less than Significant Impact)**

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

The project would not include any odor-causing operations, and any odors emitted by diesel equipment during construction would be temporary and localized. **(Less than Significant Impact)**

4.4 Biological Resources

The following discussion is based, in part, on a Biological Resources Reconnaissance Survey prepared for the project by WRA in December 2025, an Arborist Report prepared for the project by American Tree Medics in June 2025, and an Arborist Report Addendum prepared in December 2025. Copies of these reports are included in Appendix A and Appendix B, respectively.

4.4.1 Environmental Setting

4.4.1.1 *Regulatory Framework*

Federal and State

Endangered Species Act

Individual plant and animal species listed as rare, threatened, or endangered under state and federal Endangered Species Acts are considered special-status species. Federal and state endangered species legislation has provided the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) with a mechanism for conserving and protecting plant and animal species of limited distribution and/or low or declining populations. Permits may be required from both the USFWS and CDFW if activities associated with a proposed project would result in the take of a species listed as threatened or endangered. To "take" a listed species, as defined by the State of California, is "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill" these species. Take is more broadly defined by the federal Endangered Species Act to include harm of a listed species.

In addition to species listed under state and federal Endangered Species Acts, Sections 15380(b) and (c) of the CEQA Guidelines provide that all potential rare or sensitive species, or habitats capable of supporting rare species, must be considered as part of the environmental review process. These may include plant species listed by the California Native Plant Society and CDFW-listed Species of Special Concern.

Migratory Bird Treaty Act

The federal Migratory Bird Treaty Act (MBTA) prohibits killing, capture, possession, or trade of migratory birds except in accordance with regulations prescribed by the Secretary of the Interior. Hunting and poaching are also prohibited. This includes direct and indirect acts, except for harassment and habitat modification, which are not included unless they result in direct loss of birds, nests, or eggs. The CDFW also protects migratory and nesting birds under California Fish and Game Code Sections 3503, 3503.5, and 3800. The CDFW defines taking as causing abandonment and/or loss of reproductive efforts through disturbance.

Sensitive Habitat Regulations

Wetland and riparian habitats are considered sensitive habitats under CEQA. They are also afforded protection under applicable federal, state, and local regulations, and are generally subject to regulation by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), CDFW, and/or the USFWS under provisions of the federal Clean Water Act (e.g., Sections 303, 304, 404) and State of California Porter-Cologne Water Quality Control Act.

Fish and Game Code Section 1602

Streambeds and banks, as well as associated riparian habitat, are regulated by the CDFW per Section 1602 of the Fish and Game Code. Work within the bed or banks of a stream or the adjacent riparian habitat requires a Streambed Alteration Agreement from the CDFW.

Oak Woodlands Preservation Act

The Oak Woodlands Preservation Act (California Code, PRC 21083.4) requires that a lead agency evaluate potential impacts on native oak woodlands and must determine if a project would result in a significant impact on oak woodlands. If it is determined that a project may result in a significant impact on oak woodlands, then the lead agency must complete one or more of the following: conserve oak woodlands through the use of conservation easements; plant an appropriate number of trees, including maintenance of plantings and replacement of failed plantings; contribute funds to the Oak Woodlands Conservation Fund for the purpose of purchasing oak woodlands conservation easements; and/or other mitigation measures.

Local

Napa County General Plan

The General Plan contains the following applicable goals and policies that pertain to the protection of biological resources.

Policy	Description
Goal CON-3	Protect the continued presence of special-status species, including special-status plants, special-status wildlife, and their habitats, and comply with all applicable state, federal, or local laws or regulations.
Policy CON-24	Maintain and improve oak woodland habitat to provide for slope stabilization, soil protection, species diversity, and wildlife habitat through appropriate measures including one or more of the following: a) Preserve, to the extent feasible, oak trees and other significant vegetation that occur near the heads of drainages or depressions to maintain diversity of vegetation type and wildlife habitat as part of agricultural projects.

b) Comply with the Oak Woodlands Preservation Act (PRC Section 21083.4) regarding oak woodland preservation to conserve the integrity and diversity of oak woodlands, and retain, to the maximum extent feasible, existing oak woodland and chaparral communities and other significant vegetation as part of residential, commercial, and industrial approvals.

c) Provide replacement of lost oak woodlands or preservation of like habitat at a 2:1 ratio when retention of existing vegetation is found to be infeasible. Removal of oak species limited in distribution shall be avoided to the maximum extent feasible.

d) Support hardwood cutting criteria that require retention of adequate stands of oak trees sufficient for wildlife, slope stabilization, soil protection, and soil production be left standing.

e) Maintain, to the extent feasible, a mixture of oak species which is needed to ensure acorn production. Black, canyon, live, and brewer oaks as well as blue, white, scrub, and live oaks are common associations.

f) Encourage and support the County Agricultural Commission's enforcement of state and federal regulations concerning Sudden Oak Death and similar future threats to woodlands.

Stream and Wetland Setbacks

Napa County Code (NCC) 18.108.025 requires stream and wetland setbacks for new land clearings:

- "Stream" is defined by NCC (18.108.030) as: (1) a watercourse designated as a "blue-line" stream by the U.S. Geological Survey; (2) any watercourse which has a well-defined channel with a depth greater than four feet and banks steeper than 3:1 and contains hydrophilic, riparian and/or woody-vegetation; or (3) those watercourses listed in Resolution No. 94-19
- Specified stream setbacks correspond to slope, and range from 35 feet (< 1 percent slope) to 150 feet (60-70 percent slope)
- A minimum 35-foot setback is required for ephemeral or intermittent streams not meeting Napa County's criteria for a stream
- A minimum 50-foot setback is required from the delineated edge of a wetland boundary

Vegetative Canopy Protection

The Water Quality and Tree Protection Ordinance (2019) modified NCC 18.108 to strengthen existing protections for woodland/forest canopy:

- In Agricultural Watershed zoning districts, 70 percent canopy retention is required based on vegetation that existed within the parcel in June 2016
- In Agricultural Watershed zoning districts, trees within oak woodland and coniferous forest land covers must be preserved or otherwise mitigated for at a minimum 3:1 ratio (as measured in acreage)
- Alternatively, the removal of any vegetation canopy cover may be mitigated by permanent replacement at a minimum 2:1 ratio, where the project includes substantial public benefits as determined by the Director

4.4.1.2 *Existing Conditions*

Habitat

The biological study area for the project comprised a total of five acres across the three project intersections. There are four land cover types within the biological study area; developed area, ruderal grassland, valley oak woodland, and ephemeral stream. The majority of the study area is made up of developed area (2.5 acres) and ruderal grassland (2.1 acres). The developed area is comprised of existing roadway surfaces, vineyards, and landscaping. Ruderal grasslands are a non-sensitive habitat located throughout California. In the project vicinity, ruderal grasslands are located adjacent to the paved roadways and feature a low diversity of native plant species.

At the Strawberry Patch location, 0.4 acres of valley oak woodland is located east of Silverado Trail. The canopy is continuous and is dominated by valley oak (*Quercus lobata*), with subdominant coast live oak (*Q. agrifolia*), and California bay (*Umbellularia californica*). The understory is comprised of a mix of native and non-native species. Valley oak woodland is considered sensitive by CDFW and General Plan Policy CON-24.

At the Oak Knoll Avenue intersection, the study area contains a portion of an ephemeral water course on the north edge of Oak Knoll Avenue, west of Silverado Trail. The ephemeral typically only flows during and immediately following substantial rainfalls, though it may flow longer in wetter years. The stream flows approximately 0.4 miles where it enters the Napa River; therefore, it is likely jurisdictional under Section 404/401 of the CWA and Section 1602 of the California Fish and Game Code (CFGC). Likewise, it appears to meet the Napa County stream definition pursuant to NCC 18.108.025.

Special-Status Plant Species

A total of 46 special-status plant species have been documented in the vicinity of the project area and recorded in existing biological resource databases. However, no special-status plant species were observed at the project site during the May and June 2025 site visits. None of the previously documented special-status plant species are anticipated to occur within or adjacent to the project site due to a lack of suitable habitat.

Special-Status Wildlife Species

A total of 58 special-status wildlife species have been documented in Napa County. All but one species were determined to be unlikely or have no potential to occur within or adjacent to the project site due to a lack of suitable habitat. The white-tailed kite (*Elanus leucurus*) is a CDFW fully protected species and has a high potential to occur at the project site. The study area, at all three project intersections, provides suitable year-round habitat for white-tailed kites, including stands and rows of trees for nesting and open areas in proximity for foraging. Trees along Silverado Trail are unlikely to be used for nesting given routine ambient disturbances, though other trees within approximately 500 feet may be used. No indication of on-site nesting was observed during WRA's site visits, but the potential remains for such to occur in the future.

The study area is not within a wildlife corridor as mapped by Caltrans or CDFW.

Trees

A total of ten trees were surveyed in the vicinity of the Oak Knoll Avenue and Strawberry Patch intersections. Out of the ten trees, six are located at the Oak Knoll Avenue intersection and four are located at the Strawberry Patch intersection. The species of the existing trees surveyed include five coast live oak, four valley oak, and one interior live oak (*Quercus wislizeni*).

4.4.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or United States Fish and Wildlife Service (USFWS)?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?	☐	☒	☐	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS?

Special-Status Plant Species

The project area does not have the potential to support special-status plant species. No special-status plant species were observed on-site during WRA's site visits in May and June 2025. For these reasons, the project would not have a substantial adverse effect on special-status plant species.

Special-Status Wildlife Species

The project area has potential to support white-tailed kite due to the presence of suitable nesting trees and open areas for foraging. The project would remove three existing trees from the Silverado Trail/Strawberry Patch intersection and three trees from the Silverado Trail/Oak Knoll Avenue intersection, resulting in a total of six existing trees proposed for removal. Tree and vegetation removal during construction could adversely affect white-tailed kites as well as non-status migratory nesting birds protected under the MBTA and CFGC.

Construction of the project during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes abandonment and/or loss of reproductive effort is considered a taking by the CDFW. Any loss of fertile eggs, nesting white-tailed kites, or any activities resulting in nest abandonment would constitute an impact. Construction activities such as tree removal and site grading that disturb a nesting bird or white-tailed kite on-site or immediately adjacent to the construction zone would also constitute an impact.

Impact BIO-1: Construction and demolition activities, including the removal of trees, could impact white-tailed kites and migratory nesting birds. **(Significant Impact)**

Mitigation Measures: The project sponsor shall implement the following measures to reduce impacts to white-tailed kites and nesting birds to a less than significant level.

MM BIO-1.1: If vegetation removal and/or initial ground disturbance occur during the general nesting bird season (February 1 to August 31), pre-construction surveys for nesting birds will be conducted by a qualified biologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than 14 days prior to the initiation of tree removal or ground disturbance. During this survey, a qualified biologist shall inspect all potential nesting habitats within 500 feet of impact areas for white-tailed kite, as accessible, and other raptor nests and within 100 feet of impact areas for nests of non-raptor species.

MM BIO-1.2: If active bird nests are found during the survey, an appropriate no-disturbance buffer will be established by the qualified biologist in consultation with CDFW. Buffer sizes may vary depending on bird species, location and setting of the nest, levels of ambient disturbance near the nest, and other factors. Once it is determined that the young have fledged (left the nest) or the nest otherwise becomes inactive (e.g., due to predation), the buffer may be lifted, and work may be initiated within the buffer.

Implementation of MM BIO-1.1 through MM BIO-1.2 would reduce potential impacts to white-tailed kites and other nesting birds to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?

The majority of the study area consists of non-sensitive habitats of developed land and ruderal grassland. However, the Strawberry Patch study area supports valley oak woodland, and the Oak Knoll Avenue study area contains an ephemeral stream, which are considered sensitive habitats.

Valley Oak Woodland and Native Oaks

The Strawberry Patch Study Area supports valley oak woodland, which is considered sensitive by CDFW and is also subject to Napa County's protective measures for oak woodland. The project would remove three existing oak trees in this area. The valley oak woodland habitat would continue to provide value for local wildlife, particularly birds and small mammals, and would not be substantially altered by the project. Additionally, the project would remove three individual native oaks, not part of any oak woodland, at the Oak Knoll Avenue intersection.

Impact BIO-2: The project would remove three existing oak trees from valley oak woodland habitat at the Strawberry Patch, which is considered sensitive by CDFW, and an additional three oaks at the Oak Knoll Avenue intersection. **(Significant Impact)**

Mitigation Measures: The project shall implement the following measures to reduce impacts to the valley oak woodland habitat adjacent to the Strawberry Patch intersection and provide for tree replacement for native oaks.

MM BIO-2.1: To achieve consistency with General Plan Policy CON-24, replacement native oak trees shall be planted at a minimum 2:1 ratio, i.e., at least 12 trees planted to compensate for the six proposed for removal. The oaks shall be planted on the edge of the Valley Oak Woodland at the Strawberry Patch intersection, and in suitable location(s) at or in proximity to the Oak Knoll Avenue intersection. Given that space for planting may be limited at the Oak Knoll Avenue

intersection, there shall be flexibility regarding planting location that allows for a greater (disproportionate) number of trees to be planted at the Strawberry Patch intersection. The replacement trees shall be of the same species as those removed. Container size shall be five-gallon, and caging, mulching, vertical support staking, and irrigation shall be deployed at the time of planting to increase the likelihood of survival. If after three years, 12 (or more) planted trees have survived, then the tree replacement effort will be considered a success; otherwise, additional oaks shall be installed to fulfill the minimum 2:1 requirement.

As required by MM BIO-2.1, the project would be required to provide replacement trees in compliance with the Oak Woodlands Preservation Act and General Plan Policy CON-24. With implementation of MM BIO-2.1, the woodland habitat would remain intact and would continue to provide habitat value for local wildlife. Therefore, with implementation of MM BIO-2.1, impacts on the valley oak woodland habitat and native oaks would be reduced to a less than significant level.

Ephemeral Stream

The Oak Knoll Avenue study area contains an ephemeral/intermittent stream. The project area of work is located less than 10 feet from the stream, but the project would not fill, dredge, or otherwise disrupt the bed or bank of the stream. However, project construction could indirectly result in impacts to the ephemeral stream via stormwater runoff.

Impact BIO-3: Project construction could result in indirect impacts to an ephemeral stream adjacent to the Oak Knoll Avenue intersection. **(Significant Impact)**

Mitigation Measure: The project sponsor shall implement the following measures to reduce impacts to the ephemeral stream adjacent to the Oak Knoll Avenue intersection.

MM BIO-3.1: All construction activities shall be scheduled to occur during the dry season (April 1 through October 15). If rainfall is in the forecast, standard erosion control measures (e.g., straw waddles, bales) shall be deployed on the project area edge perpendicular to the stream. Construction personnel shall be informed of the location of the stream with both silt fencing and high visibility flagging or staking prior to construction. All materials and equipment shall be laid down as far from the stream as is feasible, and spill prevention materials will be on the ready and deployable for all construction equipment.

With implementation of MM BIO-2.1 through MM BIO-3.1, impacts to the valley oak woodland and ephemeral stream would be reduced to a less than significant impact. **(Less than Significant Impact with Mitigation Incorporated)**

c) Would the project have a substantial adverse effect on state or federally protected wetlands through direct removal, filling, hydrological interruption, or other means?

As previously described, there is an ephemeral stream within the Oak Knoll Avenue study area. This stream has not been formally delineated but appears to be jurisdictional under Section 404/401 of the CWA and Section 1602 of the CFGC. The project would not fill, dredge, or otherwise disrupt the bed or bank of the stream. With implementation of MM BIO-3.1 and the construction stormwater control measures described in Section 4.10 Hydrology and Water Quality, indirect construction impacts to the ephemeral stream would be reduced to a less than significant level. There are no other potential wetlands within the study area. Therefore, the project would not have a substantial adverse effect on state or federally protected wetlands. **(Less than Significant Impact with Mitigation Incorporated)**

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The study area consists primarily of paved roads and the surrounding land uses consist of agriculture and low density residential. The study area is not within a wildlife corridor mapped by Caltrans or CDFW and there are no known wildlife nursery sites within the study area. The ephemeral stream in the Oak Knoll Avenue study area is dry for most of the year and does not provide a significant migratory corridor for fish or other aquatic species. As described under Checklist Question a), impacts to migratory nesting birds would be reduced to a less than significant level with implementation of MM BIO-1.1 through MM BIO-1.2. For these reasons, the project would not interfere substantially with the movement of migratory species or with an established wildlife corridor or impede the use of a wildlife nursery site. **(Less than Significant Impact with Mitigation Incorporated)**

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

As previously described, the project would remove a total of six native oak trees. As required by MM BIO-2.1, the project would provide replacement trees in accordance with Policy CON-24.

Additionally, project work would occur within 35 feet of the ephemeral stream in the Oak Knoll Avenue intersection, in conflict with NCC section 18.108.025. However, the project would implement MM BIO-3.1 and the construction stormwater control measures described in Section 4.10 Hydrology and Water Quality to reduce indirect construction impacts to the stream to a less than significant level. Therefore, the project would not conflict with any local policies or ordinances protecting biological resources. **(Less than Significant Impact with Mitigation Incorporated)**

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Habitat Conservation Plans (HCPs) or Natural Community Conservation Plans (NCCPs) exist in the County of Napa. Therefore, the project would have no impact related to conflicting with provisions of an adopted HCP or NCCP. **(No Impact)**

4.5 Cultural Resources

The following discussion is based upon an Archaeological Survey Report prepared by Archaeological/Historical Consultants in December 2025. A copy of the Archaeological Survey Report, which is a confidential report, is on file at the County of Napa Department of Public Works and is available upon request with appropriate credentials.

4.5.1 Environmental Setting

4.5.1.1 *Regulatory Framework*

Federal and State

National Historic Preservation Act

Federal protection is legislated by the National Historic Preservation Act of 1966 (NHPA) and the Archaeological Resource Protection Act of 1979. These laws maintain processes for determination of the effects on historical properties eligible for listing in the National Register of Historic Places (NRHP). Section 106 of the NHPA and related regulations (36 Code of Federal Regulations [CFR] Part 800) constitute the primary federal regulatory framework guiding cultural resources investigations and require consideration of effects on properties that are listed or eligible for listing in the NRHP. Impacts to properties listed in the NRHP must be evaluated under CEQA.

California Register of Historical Resources

The California Register of Historical Resources (CRHR) is administered by the State Office of Historic Preservation and encourages protection of resources of architectural, historical, archeological, and cultural significance. The CRHR identifies historic resources for state and local planning purposes and affords protections under CEQA. Under Public Resources Code Section 5024.1(c), a resource may be eligible for listing in the CRHR if it meets any of the NRHP criteria.[18]

Historical resources eligible for listing in the CRHR must meet the significance criteria described previously and retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. A resource that has lost its historic character or appearance may still have sufficient integrity for the CRHR if it maintains the potential to yield significant scientific or historical information or specific data.

The concept of integrity is essential to identifying the important physical characteristics of historical resources and, therefore, in evaluating adverse changes to them. Integrity is defined as "the authenticity of a historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance." The processes of determining integrity are similar for both the CRHR and NRHP and use the same seven variables or aspects to define integrity

[18] California Office of Historic Preservation. "CEQA Guidelines Section 15064.5(a)(3) and California Office of Historic Preservation Technical Assistance Series #6." Accessed July 3, 2025. https://ohp.parks.ca.gov/pages/1069/files/technical%20assistance%20bulletin%206%202011%20update.pdf.

that are used to evaluate a resource's eligibility for listing. These seven characteristics include 1) location, 2) design, 3) setting, 4) materials, 5) workmanship, 6) feeling, and 7) association.

California Native American Historical, Cultural, and Sacred Sites Act

The California Native American Historical, Cultural, and Sacred Sites Act applies to both state and private lands. The act requires that upon discovery of human remains, construction or excavation activity must cease and the County coroner be notified.

Public Resources Code Section 5097.98

Section 15064.5 of the CEQA Guidelines specifies procedures to be used in the event of an unexpected discovery of Native American human remains on non-federal land. These procedures are outlined in Public Resources Code Section 5097.98. These codes protect such remains from disturbance, vandalism, and inadvertent destruction, establish procedures to be implemented if Native American skeletal remains are discovered during construction of a project, and establish the Native American Heritage Commission (NAHC) as the authority to resolve disputes regarding disposition of such remains.

Pursuant to Public Resources Code Section 5097.98, in the event of human remains discovery, no further disturbance is allowed until the County coroner has made the necessary findings regarding the origin and disposition of the remains. If the remains are of a Native American, the County coroner must notify the NAHC. The NAHC then notifies those persons most likely to be related to the Native American remains. The code section also stipulates the procedures that the descendants may follow for treating or disposing of the remains and associated grave goods.

Local

Napa County General Plan

The General Plan contains the following applicable goals, policies, and action items that pertain to the protection of cultural resources.

Goal/Policy	Description
Goal CC-4	Identify and preserve Napa County's irreplaceable cultural and historic resources for present and future generations to appreciate and enjoy.
Policy CC-23	The County supports continued research into and documentation of the County's history and prehistory and shall protect significant cultural resources from inadvertent damage during grading, excavation, and construction activities.
Action Item CC-23.2	Impose the following conditions on all discretionary projects in areas which do not have a significant potential for containing archaeological or paleontological resources:

- "The Planning Department shall be notified immediately if any prehistoric, archaeologic, or paleontological artifact is uncovered during construction. All construction must stop and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action."
- "All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed."

4.5.1.2 *Existing Conditions*

Archaeological/Historical Consultants (A/HC) conducted a record search in May 2025 and a field survey in June 2025 of the project area. The record search covered the project area limits and a 0.25-mile radius around it. One archaeological site was recorded within the project area limits but the researchers who surveyed and tested the site concluded that the soil matrix and artifacts observed were likely brought to the project area as road fill. During the field survey, no evidence of archaeological resources was identified within the project area. Additionally, there are no structures in the project area limits over 50 years old. The archaeological and historical resources recorded within the vicinity of each project intersection are summarized below.

Oak Knoll Avenue Intersection

One archaeological resource site has been recorded within the 0.25-mile radius of the Oak Knoll Avenue intersection. The Oak Knoll Avenue over Napa River Overflow Bridge is a masonry arch bridge eligible for the NRHP, that is located approximately 190 feet southwest of the Oak Knoll Avenue intersection.

The Oak Knoll Avenue intersection is on a gentle slope. The nearest large sources of freshwater are the Napa River (630 feet away) and a floodplain slough (165 feet away). Given these factors and the recorded resources in the vicinity, the Oak Knoll Avenue intersection is sensitive for both surface and buried Native American archaeological resources.

Zinfandel Lane Intersection

The Zinfandel Lane over Napa River Bridge is a masonry arch bridge eligible for the NRHP located approximately 690 feet southwest of the Zinfandel Lane intersection. Other potentially historic structures including a residence, barn, wire fence, cable and basket system, and rock fence located at 1389 Silverado Trail have been recorded but were not evaluated for the CRHR or NRHP. The residence is located approximately 30 feet from the Zinfandel Lane intersection, while the other structures on the property range from 50 to 800 feet away from the intersection.

The Zinfandel Lane intersection originally had a 15 to 20 percent slope from east to west before the Silverado Trail was cut into the hillside. The Napa River is located approximately 425 feet away. The Zinfandel Lane intersection has a moderate sensitivity for surface archaeological resources and a low sensitivity for buried archaeological resources.

Strawberry Patch Intersection

Archaeological resources have been recorded within the 0.25-mile radius of the Strawberry Patch intersection. Additionally, a residence at 2125 Silverado Trail appears to have been constructed in 1902, though it has not been formally evaluated for the CRHR or NHRP. The driveway to the property is within the Strawberry Patch intersection area of work. The Trancas Street over Milliken Creek Bridge is a masonry arch bridge eligible for the NRHP located approximately 0.22 miles southeast of the Strawberry Patch intersection. A former single-family residence at 1000 Monticello Road was built circa 1926 and has since been converted into the Rosemont Assisted Living Facility. This resource has been recorded but its eligibility status for listing as a historic resource is unknown.

The Strawberry Patch intersection is on a gentle slope. The nearest freshwater sources include the Napa River (815 feet away), Milliken Creek (875 feet away), and a floodplain slough immediately adjacent to the east side of the project area. Given these factors and the recorded resources in the vicinity, the Strawberry Patch intersection is highly sensitive for both surface and buried archaeological resources.

While there are residential and commercial parcels in the vicinity of all three project locations that could contain stratified deposits of historic-era artifacts, such deposits are unlikely to form in the public roadway. Additionally, any deposits found within the roadway would not be readily associated with specific households or individuals. As such, all three project intersections appear to have low sensitivity for historic-era archaeological resources.

Native American Coordination

The NAHC completed a search of its Sacred Lands File for the project area in May 2025. The results were positive and the NAHC recommended contacting the Mishewal-Wappo Tribe of Alexander Valley for further information. Pursuant to Assembly Bill (AB) 52, consultation letters were sent on June 26, 2025, by mail and email to 11 individuals representing five tribal organizations, including the Mishewal-Wappo Tribe of Alexander Valley. Requests for consultation were received by the County from the Mishewal-Wappo Tribe of Alexander Valley and the Yocha Dehe Wintun Nation. In September 2025, the County met with both tribes to discuss the project and findings of the archaeological survey. The tribes agreed with the recommendations for monitoring as described in Checklist Question b), below.

4.5.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource as pursuant to CEQA Guidelines Section 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?

There are no historical resources within the project limits of work. While there are historic and potential historic structures within the vicinity of each intersection, the project would not result in any changes to these resources because it would not result in any physical impacts to the structures and would not substantially change the existing setting. Therefore, the project would not cause a substantial adverse change in the significance of a historical resource. **(No Impact)**

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?

There are no known archaeological resources within the project limits of work. The project area largely consists of the Silverado Trail roadway and adjacent residential and agricultural uses, therefore, there has been previous ground disturbance within the project area. However, given that the project would involve ground-disturbing activities within areas sensitive and highly sensitive to archaeological resources at the Oak Knoll Avenue intersection and Strawberry Patch intersection, there is potential that the project could impact unknown archaeological resources on-site.

Impact CUL-1: Project construction activities could disturb previously undiscovered buried archaeological resources. **(Significant Impact)**

Mitigation Measures: The project sponsor shall implement the following measures in the event of an inadvertent discovery to reduce potential impacts to buried archaeological resources to a less than significant level.

MM CUL-1.1: Prior to the commencement of construction, the project sponsor shall secure the services of a qualified archaeologist. The qualified archaeologist shall prepare a workforce environmental awareness program (WEAP) to instruct construction workers of the obligation to protect and preserve valuable cultural resources. The WEAP shall be reviewed and approved by the County's Public Works Director, or the Director's designee, prior to any ground disturbance. This program shall be provided to all construction workers as a field training prior to the beginning of ground-disturbing activities, and shall include a discussion of applicable laws and penalties under the laws; samples or visual aids of resources that could be encountered in the project vicinity; instructions regarding the need to halt work in the vicinity of any potential archaeological and Native American resources encountered; and measures to notify their supervisor and the County.

MM CUL-1.2: A qualified archaeologist shall prepare a monitoring plan for the Oak Knoll Avenue and Strawberry Patch locations of the project. The monitoring plan shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project. Ground-disturbing activities (including, but not limited to, demolition / excavation, grading, tree removal, and utility trenching) shall be monitored by a qualified archaeologist and Native American tribal representative culturally and geographically affiliated with the project vicinity. The qualified archaeologist and Native American tribal representative shall have authority to halt construction activities temporarily in the immediate vicinity of an unanticipated find until its significance can be assessed by the qualified archaeologist and Native American tribal representative.

After observing a representative sample of ground-disturbing activity with no cultural resources encountered, the archaeologist and Native American tribal representative may recommend that monitoring move to a part-time or intermittent schedule by mutual agreement with the County. A summary report of the monitoring results, including any protective measures implemented, shall be submitted to the County.

With implementation of MM CUL-1.1 and MM CUL-1.2, any undiscovered archaeological resources would be properly documented and handled, and impact would be reduced to a less than significant level **(Less than Significant Impact with Mitigation Incorporated)**

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

The project is in a rural portion of the County and is not near or within a dedicated cemetery. However, project construction would include ground-disturbing activities that could unearth previously undiscovered human remains.

Impact CUL-2: Project construction activities could disturb previously undiscovered buried human remains. **(Significant Impact)**

Mitigation Measures: The project sponsor shall implement the following measures in the event of an inadvertent discovery to reduce potential impacts to buried human remains to a less than significant level.

MM CUL-2.1: In the event of the accidental discovery or recognition of any human remains, steps would be taken in compliance with the CCR Section 15064.5. All construction activities shall cease in the immediate area, and the County Coroner would be contacted, in accordance with 14 CCR Section 15064.5(e). If the coroner determines that the human remains are of Native American origin, the Native American Heritage Commission (NAHC) shall be notified to determine the most likely descendant (MLD) for the area. The MLD would make recommendations for the arrangements for the human remains per PRC Section 5097.98.

With implementation of MM CUL-2.1, any undiscovered human remains would be properly handled, reducing impacts to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

4.6 Energy

4.6.1 Environmental Setting

4.6.1.1 *Regulatory Framework*

Napa County General Plan

The General Plan contains the following applicable goals, policies, and action items that pertain to energy resources.

Goal/Policy	Description
Goal CON-26	Promote the economic and environmental health of Napa County by conserving energy, increasing the efficiency of energy use, and producing renewable energy locally.

4.6.1.2 *Existing Conditions*

The existing roadways at the project intersections do not result in any operational energy use. There is no existing street lighting or signage that results in electricity use in the vicinity of the project intersections. The consumption of energy related to the roadways is primarily associated with vehicle trips that are a function of other land uses in the vicinity of the project intersections and larger region.

4.6.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

a) Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Energy Efficiency During Construction

The anticipated construction schedule assumes that the project will be built over a period of approximately 12 weeks. The construction phase would require energy for the manufacture and

transportation of materials, site preparation, grading and excavation, trenching, paving, and striping. Petroleum-based fuels such as diesel fuel and gasoline would be the primary sources of energy during construction. Energy would not be wasted or used inefficiently by construction equipment, as the project would include several measures to improve efficiency of the construction (e.g., limiting idling and using properly maintained equipment) per the Air District standard construction BMPs identified in Section 4.3 Air Quality.

Energy Use During Project Operation

The project would not introduce any new land uses or increase capacity of the existing roadways. Therefore, the project would not result in any changes in the number of vehicle trips through the project intersections. The project would include new energy-consuming features including flashing beacon warning signs and streetlights. However, both the beacons and streetlights are proposed to be solar-powered and would not connect to the existing electrical system. Therefore, the project would not result in an increase in operational energy use and would not result in a wasteful, inefficient, or unnecessary consumption of energy resources. **(Less than Significant Impact)**

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

As described under Checklist Question a), the project would not result in wasteful, inefficient, or unnecessary consumption of energy resources and therefore, would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. **(Less than Significant Impact)**

4.7 Geology and Soils

4.7.1 Environmental Setting

4.7.1.1 *Regulatory Framework*

State

Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act was passed following the 1971 San Fernando earthquake. The act regulates development in California near known active faults due to hazards associated with surface fault ruptures. Alquist-Priolo maps are distributed to affected cities, counties, and state agencies for their use in planning and controlling new construction. Areas within an Alquist-Priolo Earthquake Fault Zone require special studies to evaluate the potential for surface rupture to ensure that no structures intended for human occupancy are constructed across an active fault.

Seismic Hazards Mapping Act

The Seismic Hazards Mapping Act (SHMA) was passed in 1990 following the 1989 Loma Prieta earthquake. The SHMA directs the California Geological Survey (CGS) to identify and map areas prone to liquefaction, earthquake-induced landslides, and amplified ground shaking. CGS has completed seismic hazard mapping for the portions of California most susceptible to liquefaction, landslides, and ground shaking, including the central San Francisco Bay Area. The SHMA requires that agencies only approve projects in seismic hazard zones following site-specific geotechnical investigations to determine if the seismic hazard is present and identify measures to reduce earthquake-related hazards.

California Division of Occupational Safety and Health Regulations

Excavation, shoring, and trenching activities during construction are subject to occupational safety standards for stabilization by the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) under Title 8 of the California Code of Regulations and Excavation Rules. These regulations minimize the potential for instability and collapse that could injure construction workers on the site.

Public Resources Code Section 5097.5

Paleontological resources are the fossilized remains of organisms from prehistoric environments found in geologic strata. They range from mammoth and dinosaur bones to impressions of ancient animals and plants, trace remains, and microfossils. These materials are valued for the information they yield about the history of the earth and its past ecological settings. California Public Resources Code Section 5097.5 specifies that unauthorized removal of a paleontological resource is a misdemeanor. Under the CEQA Guidelines, a project would have a significant impact on

paleontological resources if it would disturb or destroy a unique paleontological resource or site or unique geologic feature.

Local

Napa County General Plan

The General Plan contains the following applicable policies regarding geology and soils.

Policy	Description
CON-48	Proposed developments shall implement project-specific sediment and erosion control measures (e.g., erosion control plans and/or stormwater pollution prevention plans) that maintain pre-development sediment erosion conditions or at minimum comply with state water quality pollution control (i.e., Basin Plan) requirements and are protective of the County's sensitive domestic supply watersheds. Technical reports and/or erosion control plans that recommend site-specific erosion control measures shall meet the requirements of the County Code and provide detailed information regarding site specific geologic, soil, and hydrologic conditions and how the proposed measure will function.
CC-23.2	Impose the following conditions on all discretionary projects in areas which do not have a significant potential for containing archaeological or paleontological resources: • "The Planning Department shall be notified immediately if any prehistoric, archaeologic, or paleontologic artifact is uncovered during construction. All construction must stop and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action."

4.7.1.2 *Existing Conditions*

California is divided into 11 geomorphic provinces, which are naturally defined geologic regions that display a distinct landscape or landform. The project area is in the northern portion of the Coast Ranges Geomorphic Province, which is a series of low mountain ranges and northwest-trending valleys that run nearly parallel to the San Andreas Fault.[19] The Zinfandel Lane intersection area is primarily underlain by Cortina very gravelly loam, the Oak Knoll Avenue intersection area is primarily underlain by Haire loam, and the Strawberry Patch area is primarily underlain by Yolo loam.[20]

Geologic Hazards

Earthquakes

The San Francisco Bay Area is one of the most seismically active areas of North America and is influenced by the San Andreas fault system, which spans the Coast Ranges from the Pacific Ocean to the San Joaquin Valley and includes the West Napa fault. The closest active fault to the project site

[19] California Geological Survey. California Geomorphic Provinces. 2002. Accessed June 25, 2025. https://www.conservation.ca.gov/cgs/documents/publications/cgs-notes/CGS-Note-36.pdf
[20] United States Department of Agriculture. Web Soil Survey. Accessed June 25, 2025. https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx

is the West Napa fault, located approximately three miles to the west of Silverado Trail. The project site is susceptible to strong earthquake-induced ground shaking. However, the site is not located within an Alquist-Priolo Fault Zone and thus, is not susceptible to fault rupture.[21]

Liquefaction and Lateral Spreading

Liquefaction occurs when saturated cohesionless soils are subject to a temporary but essentially total loss of shear strength under the reversing, cyclic shear stresses associated with earthquake shaking. The project intersections are within zones of moderate to high liquefaction susceptibility on the General Plan's Liquefaction Hazard Zones map.

A consequence of seismic liquefaction in sloping ground areas is lateral spreading, which is the movement of ground laterally after the loss of support due to liquefaction. For this to occur, the liquefied soils must be close to a free face (e.g., an unsupported, vertical, or sloping face) such as a road cut or stream/riverbank. The project intersections are generally located in areas of flat topography and are not adjacent to free faces that would be subject to lateral spreading.

Landslides

The Oak Knoll Avenue and Strawberry Patch intersections are located in areas of generally flat topography. These project intersections are within areas of low landslide susceptibility on the General Plan's Landslide Susceptibility map. However, the Zinfandel Lane intersection is located next to a hillside on the east side of Silverado Trail with moderate to high landslide susceptibility.

Expansive Soils

The expansive potential is the ability of soils with a high clay content to change volume with moisture content. According to the U.S. Geological Survey's (USGS) Swelling Clays Map of the Conterminous United States, Napa County is located in an area that has a high swelling potential because part of the unit (generally less than 50 percent) consists of clay.[22]

4.7.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				

[21] California Department of Conservation. Earthquake Zones of Required Investigation. Accessed June 25, 2025. https://maps.conservation.ca.gov/cgs/informationwarehouse/eqzapp/

[22] USGS. Swelling Clays Map of the Conterminous United States. April 25, 1989. Accessible at: https://ngmdb.usgs.gov/Prodesc/proddesc_10014.htm

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
- Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault (refer to Division of Mines and Geology Special Publication 42)?	☐	☐	☒	☐
- Strong seismic ground shaking?	☐	☐	☒	☐
- Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
- Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that will become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in the current California Building Code, creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☒	☐

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides?

The project site is located within the seismically active San Francisco Bay region, but it is not located within an Alquist-Priolo Fault Zone. There are no known earthquake faults crossing the project limits; therefore, the site is not subject to ground rupture. The project site would be subject to strong ground-shaking in the event of an earthquake, particularly from one located along the West

Napa Fault. Portions of the project site may also be susceptible to liquefaction and landslides. The project would not introduce any new structures to the project intersections, with the exception of signs, streetlights, and flashing beacons. The project would also widen the roadway at the Oak Knoll Avenue and Strawberry Patch intersections. The new roadway surface would be designed in accordance with current County, state, and federal seismic standards to minimize risks associated with geologic hazards. The project, therefore, would not cause substantial adverse effects associated with geologic hazards. **(Less than Significant Impact)**

b) Would the project result in substantial soil erosion or the loss of topsoil?

Project construction activities would include grading for roadway widening and excavation for installation of streetlights, signs, and flashing beacons. These activities could result in the loss of topsoil. As required by General Plan Policy CON-48, the project would be required to implement construction sediment and erosion control measures to ensure no increase in erosion or sediment in runoff (see Section 4.10 Hydrology and Water Quality). Through the implementation of these measures, the project would avoid soil erosion and would not cause a significant loss of topsoil. **(Less than Significant Impact)**

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

As previously discussed, portions of the project site may be susceptible to landslide and liquefaction. The project would not introduce any new structures to the project intersections, with the exception of signs, streetlights, and flashing beacons. The project would also widen the roadway at the Oak Knoll Avenue and Strawberry Patch intersections. The new roadway surface would be designed in accordance with current County, state, and federal seismic standards to minimize risks associated with geologic hazards. **(Less than Significant Impact)**

d) Would the project be located on expansive soil, as defined in the current California Building Code, creating substantial direct or indirect risks to life or property?

The project is located in an area generally considered to have a high expansion potential by the USGS. The project would not introduce any new structures to the project intersections, with the exception of signs, streetlights, and flashing beacons. The project would also widen the roadway at the Oak Knoll Avenue and Strawberry Patch intersections. The new roadway surface would be designed in accordance with current County, state, and federal seismic standards to minimize risks associated with expansive soils. The project would not create substantial risk to life or property. **(Less than Significant Impact)**

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The project would not include the use of septic tanks or alternative wastewater disposal systems. **(No Impact)**

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

Paleontological resources include fossils, which are the preserved remains or traces of animals, plants, and other organisms from prehistoric time (i.e., the period before written records). Fossils and traces of fossils are preserved in sedimentary rock units (formed by the deposition of material at the Earth's surface); and are more likely to be preserved subsurface, where they have not been damaged or destroyed by previous ground disturbance or natural causes, such as erosion by wind or water. Soils in the project area have been previously disturbed by roadway construction and agricultural activities. Soil disturbance from the project would include grading for roadway widening and excavation for installation of streetlights, signs, and flashing beacons.

Although unlikely, ground-disturbing activities during project construction could result in the disturbance of paleontological resources or geological features. Consistent with General Plan Policy CC-23.2, the project would be required to implement the following standard conditions of approval in the event a paleontological resource is encountered during ground-disturbing activities.

Standard Condition of Approval

GEO-1: Should a unique paleontological resource or site or unique geological feature be identified at the project site during any phase of construction, all ground disturbing activities within 25 feet shall cease and the County shall be notified immediately. A qualified paleontologist shall evaluate the find and prescribe measures to avoid impacts to the resource. Work may proceed on other parts of the project site while an assessment and treatment plan for paleontological resources or geologic features is implemented. Upon completion of the paleontological assessment, a report shall be submitted to the County and, if paleontological materials are recovered, a paleontological repository, such as the University of California Museum of Paleontology.

With implementation of the standard condition of approval described above, impacts to undiscovered paleontological resources would be less than significant. **(Less than Significant Impact)**

4.8 Greenhouse Gas Emissions

4.8.1 Environmental Setting

4.8.1.1 *Existing Conditions*

The existing intersections do not result in any operational greenhouse gas (GHG) emissions. GHG emissions related to use of the intersections are primarily associated with vehicle trips that are a function of other land uses in the vicinity of the intersections and larger region.

4.8.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs?	☐	☐	☒	☐

a) Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

Construction Emissions

Sources of GHG emissions during project construction would include on-site operation of construction equipment, vendor and hauling truck trips, and worker trips. Neither the County nor the Air District have an adopted threshold of significance for construction related GHG emissions. The Air District encourages the incorporation of BMPs to reduce GHG emissions during construction where feasible and applicable. As previously described in Section 4.3 Air Quality, the project would be required to implement construction BMPs that would reduce GHG emissions.

Operational Emissions

The project would not include any new sources of GHG emissions. The project would not result in any land use changes that would alter the number of vehicle trips along Silverado Trail and the connecting roadways and would not increase capacity of the existing roadways. The proposed flashing beacons and streetlights would be solar-powered, and thus, the project would not include any new operational features that would consume energy derived from sources that produce GHGs. Therefore, the project would not directly or indirectly generate a significant amount of GHG emissions. **(Less than Significant Impact)**

b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs?

As discussed under Checklist Question a), the project would not result in any net new operational GHG emissions and would comply with the Air District's recommendation to implement construction BMPs. Therefore, the project would not conflict with any plan, policy, or regulation adopted for the purpose of reducing GHG emissions. **(Less than Significant Impact)**

4.9 Hazards and Hazardous Materials

4.9.1 Environmental Setting

4.9.1.1 *Regulatory Framework*

Overview

The storage, use, generation, transport, and disposal of hazardous materials and waste are highly regulated under federal and state laws. In California, the EPA has granted most enforcement authority over federal hazardous materials regulations to the California Environmental Protection Agency (CalEPA). In turn, local agencies have been granted responsibility for implementation and enforcement of many hazardous materials regulations under the Certified Unified Program Agency (CUPA) program.

Worker health and safety and public safety are key issues when dealing with hazardous materials. Proper handling and disposal of hazardous material is vital if it is disturbed during project construction. Cal/OSHA enforces state worker health and safety regulations related to construction activities. Regulations include exposure limits, requirements for protective clothing, and training requirements to prevent exposure to hazardous materials. Cal/OSHA also enforces occupational health and safety regulations specific to lead and asbestos investigations and abatement.

Federal and State

Comprehensive Environmental Response, Compensation, and Liability Act

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, was enacted by Congress on December 11, 1980. This law created a tax on the chemical and petroleum industries and provided broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. Over five years, $1.6 billion was collected and the tax went to a trust fund for cleaning up abandoned or uncontrolled hazardous waste sites. CERCLA accomplished the following objectives:

CERCLA also enabled the revision of the National Contingency Plan (NCP). The NCP provided the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, or contaminants. The NCP also established the National Priorities List. CERCLA was amended by the Superfund Amendments and Reauthorization Act on October 17, 1986.[23]

[23] United States Environmental Protection Agency. “Superfund: CERCLA Overview.” Accessed June 25, 2025. https://www.epa.gov/superfund/superfund-cercla-overview.

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA), enacted in 1976, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. RCRA gives the EPA the authority to control hazardous waste from the "cradle to the grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also sets forth a framework for the management of non-hazardous solid wastes.

The Federal Hazardous and Solid Waste Amendments (HSWA) are the 1984 amendments to RCRA that focused on waste minimization, phasing out land disposal of hazardous waste, and corrective action for releases. Some of the other mandates of this law include increased enforcement authority for the EPA, more stringent hazardous waste management standards, and a comprehensive underground storage tank program.[24]

Government Code Section 65962.5

Section 65962.5 of the Government Code requires CalEPA to develop and update a list of hazardous waste and substances sites, known as the Cortese List. The Cortese List is used by state and local agencies and developers to comply with CEQA requirements. The Cortese List includes hazardous substance release sites identified by the Department of Toxic Substances Control (DTSC) and State Water Resources Control Board (SWRCB).[25]

Toxic Substances Control Act

The Toxic Substances Control Act (TSCA) of 1976 provides the EPA with authority to require reporting, record-keeping and testing requirements, and restrictions relating to chemical substances and/or mixtures. Certain substances are generally excluded from TSCA, including, among others, food, drugs, cosmetics, and pesticides. The TSCA addresses the production, importation, use, and disposal of specific chemicals including polychlorinated biphenyls (PCBs), asbestos, radon, and lead-based paint.

California Accidental Release Prevention Program

The California Accidental Release Prevention (CalARP) Program aims to prevent accidental releases of regulated hazardous materials that represent a potential hazard beyond the boundaries of a property. Facilities that are required to participate in the CalARP Program use or store specified quantities of toxic and flammable substances (hazardous materials) that can have off-site consequences if accidentally released. The Napa County Division of Environmental Health (DEH) reviews CalARP risk management plans as the CUPA.

[24] United States Environmental Protection Agency. "Summary of the Resource Conservation and Recovery Act." Accessed June 25, 2025. https://www.epa.gov/laws-regulations/summary-resource-conservation-and-recovery-act.
[25] California Environmental Protection Agency. "Cortese List Data Resources." Accessed June 25, 2025. https://calepa.ca.gov/sitecleanup/corteselist/.

Asbestos-Containing Materials

Friable asbestos is any asbestos-containing material (ACM) that, when dry, can easily be crumbled or pulverized to a powder by hand, allowing the asbestos particles to become airborne. Common examples of products that have been found to contain friable asbestos include acoustical ceilings, plaster, wallboard, and thermal insulation for water heaters, and pipes. Common examples of non-friable ACMs are asphalt roofing shingles, vinyl floor tiles, and transite siding made with cement. The EPA began phasing out use of friable asbestos products in 1973 and issued a ban in 1978 on manufacture, import, processing, and distribution of some asbestos-containing products and new uses of asbestos products.[26] The EPA is currently considering a proposed ban on on-going use of asbestos.[27] National Emission Standards for Hazardous Air Pollutants (NESHAP) guidelines require that potentially friable ACMs be removed prior to building demolition or remodeling that may disturb the ACMs.

CCR Title 8, Section 1532.1

The United States Consumer Product Safety Commission banned the use of lead-based paint in 1978. Removal of older structures with lead-based paint is subject to requirements outlined by the Cal/OSHA Lead in Construction Standard, CCR Title 8, Section 1532.1 during demolition activities. Requirements include employee training, employee air monitoring, and dust control. If lead-based paint is peeling, flaking, or blistered, it is required to be removed prior to demolition.

Napa County General Plan

The General Plan contains the following applicable policies regarding hazards and hazardous materials.

Policy	Description
SAF-1.3	**Evaluate safety hazards.** The County shall evaluate potential safety hazards when considering General Plan Amendments, rezoning, or other project approvals (including but not limited to new residential developments, roads, or highways, and all structures proposed to be open to the public and serving 50 persons or more) in areas characterized by any of the following: 1) Slopes over 15 percent 2) Identified landslides 3) Floodplains 4) Medium, high, or very high fire hazard severity 5) Former marshlands 6) Fault zones

[26] United States Environmental Protection Agency. "EPA Actions to Protect the Public from Exposure to Asbestos." Accessed June 25, 2025. https://www.epa.gov/asbestos/epa-actions-protect-public-exposure-asbestos
[27] Ibid.

SAF-8.4	**Review and remedy sites suspected or known to be contaminated by hazardous materials.** All development projects proposed on sites that are suspected or known to be contaminated by hazardous materials and/or are identified in a hazardous material/waste search shall be reviewed, tested, and remediated for potential hazardous materials in accordance with all local, state, and federal regulations.
SAF-10.6	**Meet or exceed fire safety standards for Napa County buildings and roads**. The County should set a good example and meet or exceed fire safety standards and defensible space requirements for all Napa County buildings and roads.

4.9.1.2 *Existing Conditions*

Sources of Contamination

The project site is not located within, or directly adjacent to, a Cortese List site.[28] Aerially deposited lead (ADL) is a common hazardous material found along roadways and highways due to vehicle tailpipe exhaust when lead was formerly a constituent of gasoline. It is likely that ADL is present on and adjacent to the existing roadway. There is also potential for the presence of ACMs and lead based paint (LBP) in the existing roadway materials.

Airports

The closest public airport with commercial flights near the project site is the Angwin-Parrett Field Airport, located approximately five miles from the Zinfandel Lane intersection project limits. The Strawberry Patch intersection is located approximately seven miles from the Napa County Airport. The project site is located outside of the airport impact areas for both airports.[29]

Wildfire

The project intersection locations vary in their fire hazard risk. The Oak Knoll Avenue intersection is partially in a moderate fire hazard severity zone, with the other portions designated as NonWildland per the Napa County Fire Hazard Severity Zone/Wildland Urban Interface (WUI) GIS layer. The Zinfandel Lane intersection is in a high fire hazard severity zone. The Strawberry Patch intersection is identified as NonWildland per the Napa County GIS layer.[30,31]

[28] California Environmental Protection Agency. "Cortese List Data Resources." Accessed June 25, 2025. https://calepa.ca.gov/sitecleanup/corteselist/.
[29] Napa County Airport Land Use Commission. *Napa Countywide Airport Land Use Compatibility Plan.* December 4, 2024. Pages 5-19 and 6-13.
[30] CalFire. "Find your Fire Hazard Severity Zone (FHSZ) and local public contacts." Accessed June 18, 2025. https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones.
[31] Napa County Community Wildfire Protection Plan. "WUI Map." Accessed December 15, 2025. https://cwpp.napafirewise.org/maps/760813e443ba40e09c5e984843d660be/explore?location=38.495658%2C-122.419719%2C16&path=

4.9.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, will it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

The proposed project would not involve the use, storage, or disposal of hazardous materials following construction. Therefore, no long-term impacts involving the release of hazardous materials into the environment would occur as a result of project implementation.

Project construction would require the temporary use of heavy equipment. Construction would also require the use of hazardous materials such as petroleum products, lubricants, cleaners, paints, and solvents. These materials would be used in accordance with all federal, state, and local laws and

regulations. When used as directed, these materials would not pose a hazard to the environment or workers or persons in the vicinity. Thus, hazardous materials used during construction would not pose a hazard to workers or persons in the vicinity.

Similar to existing conditions, hazardous materials could be transported by commercial and/or private vehicles along the project roadways. Vehicles operating on public roads are subject to all local, state, and federal regulations governing the transport of hazardous materials. This includes, but is not limited to, the Hazardous Materials Transportation Act. Additionally, all public roadways constructed within the County of Napa are required to adhere to all applicable roadway design standards and regulations. For these reasons, the proposed project would not result in a significant impact related to the routine transport, use, and disposal of hazardous materials. **(Less than Significant Impact)**

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

As discussed above there is the potential for the presence of ACM, LBP, and ADL to be present at the site. These materials would be disturbed during project construction and could potentially impact workers, area residents, and the environment. Exposure to these hazardous substances at levels exceeding regulatory levels by construction workers could lead to adverse health effects.

Impact HAZ-1: Ground-disturbing activities during project construction could release asbestos and lead, creating a hazard to construction workers and nearby receptors. **(Significant Impact)**

Mitigation Measures: The project sponsor shall implement the following measures to reduce impacts associated with the release of asbestos and lead to a less than significant level.

MM HAZ-1.1: Prior to any ground disturbance, a soil investigation shall be conducted to determine whether aerially-deposited lead (ADL) has affected soils that will be disturbed by the proposed project. The analytical results shall be compared against applicable hazardous waste criteria. Based on analytical results, the investigation will provide recommendations regarding management and disposal of affected soils including the reuse potential of ADL-affected soil on the project site.

MM HAZ-1.2: Testing for the presence of lead-based paint and asbestos-containing materials, on the existing roadway and roadway paint to be removed shall occur. If these substances are found to be present, applicable regulations pertaining to their removal and disposal shall be followed.

With implementation of MM HAZ-1.1 and MM HAZ-1.2, impacts to workers, area residents, and the environment as a result of exposure to hazardous materials during project construction would be reduced to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

There are no schools within a quarter-mile of the project site. The nearest school to the Oak Knoll Avenue intersection is Willow Elementary school, which is 2.27 miles southwest of the project site. The closest school to the Strawberry Patch intersection is McPherson Elementary school which is 1.19 miles southwest from the project site. The closest school to the Zinfandel Lane intersection is St. Helena Elementary school which is 1.67 miles east of the project area. Therefore, the project would not emit hazardous emissions or handle hazardous materials within one quarter mile of a school. **(No Impact)**

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

As discussed earlier, the project site is not located within or near a Cortese List site. **(No Impact)**

e) If located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The Angwin-Parrett Field Airport is located approximately five miles from the Zinfandel Lane and Silverado Trail intersection project limits, the northernmost project location. The Strawberry Patch intersection, the southernmost project location, is approximately seven miles from the Napa County Airport. The project is located outside of the airport impact area for both airports.[32] Therefore, the project would not result in any noise or safety hazards associated with airports. **(No Impact)**

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The project would result in improved safety features at the three intersection locations. As a result, roadway conditions would improve, potentially leading to improved emergency response times. Therefore, the project would not impair implementation of an adopted emergency response plan or emergency evacuation plan. **(No Impact)**

[32] Napa County Airport Land Use Commission. *Napa Countywide Airport Land Use Compatibility Plan.* December 4, 2024. Pages 5-19 and 6-13.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

While portions of the project are mapped to be in moderate and high fire hazard severity zones, the proposed roadway improvements would not exacerbate any existing conditions related to wildfire risk and would not introduce any new residents or structures to the project area. Therefore, the project would not expose people or structures to significant risk involving wildland fires. **(Less than Significant Impact)**

4.10 Hydrology and Water Quality

The following discussion is based, in part, on a Summary Floodplain Evaluation Memorandum prepared by Sanbell in December 2025. A copy of this report is included in Appendix C.

4.10.1 Environmental Setting

4.10.1.1 *Regulatory Framework*

Federal and State

The federal Clean Water Act and California's Porter-Cologne Water Quality Control Act are the primary laws related to water quality in California. Regulations set forth by the Environmental Protection Agency (EPA) and the State Water Resources Control Board (SWRCB) have been developed to fulfill the requirements of this legislation. EPA regulations include the National Pollutant Discharge Elimination System (NPDES) permit program, which controls sources that discharge pollutants into the waters of the United States (e.g., streams, lakes, bays, etc.). These regulations are implemented at the regional level by the Regional Water Quality Control Boards (RWQCBs). The project site is within the jurisdiction of the San Francisco Bay RWQCB.

Under Section 303(d) of the federal Clean Water Act, the SWRCB and RWQCBs are required to identify impaired surface water bodies that do not meet water quality standards and develop total maximum daily loads (TMDLs) for contaminants of concern. The list of the state's identified impaired surface water bodies, known as the "303(d) list" can be found on the on the SWRCB's website.[33]

National Flood Insurance Program

The Federal Emergency Management Agency (FEMA) established the National Flood Insurance Program (NFIP) to reduce impacts of flooding on private and public properties. The program provides subsidized flood insurance to communities that comply with FEMA regulations protecting development in floodplains. As part of the program, FEMA publishes Flood Insurance Rate Maps (FIRMs) that identify Special Flood Hazard Areas (SFHAs). An SFHA is an area that would be inundated by the one-percent annual chance flood, which is also referred to as the base flood or 100-year flood.

Statewide Construction General Permit

The SWRCB has implemented an NPDES General Construction Permit for the State of California (Construction General Permit). For projects disturbing one acre or more of soil, a Notice of Intent (NOI) must be filed with the RWQCB by the project sponsor, and a Storm Water Pollution Prevention Plan (SWPPP) must be prepared by a qualified professional prior to commencement of

[33] California State Water Resources Control Board. "2020-2022 California Integrated Report (Clean Water Act Section 303(d) List and 305(b) Report)." May 11, 2022. Accessed July 14, 2025. https://www.waterboards.ca.gov/water_issues/programs/water_quality_assessment/2020_2022_integrated_report.html.

construction and filed with the RWQCB by the project sponsor. The Construction General Permit includes requirements for training, inspections, record keeping, and, for projects of certain risk levels, monitoring. The general purpose of the requirements is to minimize the discharge of pollutants and to protect beneficial uses and receiving waters from the adverse effects of construction-related storm water discharges.

Regional and Local

San Francisco Bay Basin Plan

The San Francisco Bay RWQCB regulates water quality in accordance with the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan). The Basin Plan lists the beneficial uses that the San Francisco Bay RWQCB has identified for local aquifers, streams, marshes, rivers, and the San Francisco Bay, as well as the water quality objectives and criteria that must be met to protect these uses. The San Francisco Bay RWQCB implements the Basin Plan by issuing and enforcing waste discharge requirements, including permits for nonpoint sources such as the urban runoff discharged by a City's stormwater drainage system. The Basin Plan also describes watershed management programs and water quality attainment strategies.

Construction Dewatering Waste Discharge Requirements

Each of the RWQCBs regulate construction dewatering discharges to storm drains or surface waters within its Region under the NPDES program and Waste Discharge Requirements.

Napa County Stormwater Management and Discharge Control Ordinance

The RWQCB administers the NPDES stormwater permitting program under Section 402(p) of the CWA. Under Section 402 of the CWA, a NPDES permit is required for any point source discharge of pollutants into waters of the U.S. and establishes monitoring and reporting requirements. There are two NPDES permits that regulate runoff from construction sites: NPDES Construction General Permit and NPDES Municipal General Permit. Construction activities that involve disturbance of more than one acre require compliance with the statewide NPDES stormwater general permit for construction activities. Construction activity that results in soil disturbances of less than one acre is subject to this permit if there is potential for substantial water quality impairment resulting from the activity as determined by the RWQCB.

The County was issued a Phase II NPDES Municipal General Permit (Municipal General Permit) by the SWRCB in 2003 and renewed in 2013. All incorporated and unincorporated areas within the Napa River watershed are covered under the Municipal General Permit. Under this permit, partners of the Napa Countywide Stormwater Pollution Prevention Plan (NCSPPP) are required to develop, implement, and enforce a program to reduce pollutants from construction sites.

Chapter 16.28 of Napa County Code of Ordinances (County Code) is the Napa County Stormwater Management and Discharge Control Ordinance, which implements conditions set in the Municipal

General Permit.[34] Purposes include protecting fish and wildlife habitat, protect and improve water quality, implement use of management practices to reduce the effects of polluted runoff discharges, and to ensure compliance with state and federal law.

Phase II Small Municipal Separate Storm Sewer System (MS4) Program

The State Water Board adopted the Phase II Small MS4 General Permit Water Quality Order (WQO) 2013-0001-DWQ on February 5, 2013. Since then, six amendments have been adopted. The MS4 Program requires Napa County and its cities to implement a stormwater management program to control pollutants in stormwater discharged from its municipal separate storm sewer system.

Provision E.12 requires that development projects be regulated to control pollutants in runoff from newly created or replaced impervious surfaces. There are two options for handling runoff from impervious areas:

1. Limits the ratio of impervious to pervious area to 2:1 maximum.
2. Route runoff to bioretention facilities.

Napa Countywide Stormwater Pollution Prevention Plan

The NCSPPP is a joint effort by the County, cities of American Canyon, Napa, St. Helena, and Calistoga, and the town of Yountville. The purpose is to prevent stormwater pollution, protect and enhance water quality in creeks and wetlands, preserve beneficial uses of local waterways, and comply with state and federal laws. The NCSPPP provides for coordination and consistency of approaches between the individual participants and documents efforts in an annual report. The plan also provides basic guidelines on BMPs for construction projects, including erosion and sediment control BMPs.[35]

4.10.1.2 *Existing Conditions*

Hydrology and Drainage

The project site is located in the Napa Valley within the Napa River watershed.[36] As previously discussed in Section 4.4 Biological Resources, there is an ephemeral stream within the vicinity of the Oak Knoll Avenue intersection, on the north edge of Oak Knoll Avenue, west of Silverado Trail. The stream typically only flows during and immediately following substantial rainfalls, though it may flow longer in wetter years. The stream flows approximately 0.4 miles to where it enters the Napa River. The Zinfandel Lane and Strawberry Patch intersection project limits are not directly adjacent to any waterway.

[34] Napa County. Code of Ordinances Chapter 16.28 – Stormwater Management and Discharge Control. Adopted April 21, 2015.
[35] Napa County. "Stormwater". Accessed October 15, 2025. https://www.napacounty.gov/1351/Stormwater-Program
[36] Watershed Information & Conservation Council. "WICC Interactive Map." Accessed July 14, 2025. https://www.napawatersheds.org/maps.

The project site currently consists of approximately 8,828 square feet of impervious surface area and 35,802 square feet of pervious surface area, a 1:4 ratio of impervious to pervious surface area.

Flooding

The Zinfandel Lane intersection is not located within a floodplain. It is within an area designated as Zone X, an area of minimal flood hazard.[37] The Oak Knoll Avenue intersection and Strawberry Patch intersection are both within floodplains. The Oak Knoll Avenue intersection is within Zone AE with a base flood elevation of approximately 61 feet[38] and the Strawberry Patch intersection is within Zone AE with a base flood elevation range of 31 to 34 feet.[39] The Zone AE designation indicates a special flood hazard area subject to inundation by the one percent annual chance flood (100-year flood).

4.10.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☒	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐
- result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
- substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐

[37] FEMA. Flood Insurance Rate Map No. 06055C0385E. Effective September 26, 2008.
[38] FEMA. Flood Insurance Rate Map No. 06055C0510F. Effective September 29, 2010.
[39] FEMA. Flood Insurance Rate Map No. 06055C0509F. Effective September 29, 2010.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
- create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
- impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Construction of the project would require excavation for signal pole and utility pole installations, trenching, grading, and paving. In addition, construction materials and equipment would be moved on- and off-site as necessary for the duration of construction. These construction activities would temporarily increase the amount of unconsolidated materials on-site, and grading activities could increase erosion and sedimentation that could be carried by runoff into the Napa River.

Standard Conditions of Approval

HYD-1: Because construction activities could temporarily increase sedimentation and pollutant loads, the project sponsor shall develop and implement BMPs to control erosion and sedimentation during construction. The project sponsor shall comply with the state's Construction General Permit for Storm Water Discharges Associated with Construction Activity. This entails filing a Notice of Intent, paying a filing fee, and preparing and implementing a site-specific SWPPP. Preparation of and compliance with a SWPPP as part of the NPDES program is mandated by state and federal statutes.

Additionally, the project would implement MM BIO-3.1 to further protect the ephemeral stream adjacent to Oak Knoll Avenue and reduce potential impacts to a less than significant level.

With implementation of the project, the site would consist of approximately 26,524 square feet of impervious surface area and 18,106 square feet of pervious surface area, a 1.5:1 ratio of impervious to pervious surface area. The project would result in less than a 2:1 ratio of impervious to pervious surface area and, therefore, would be in compliance with Provision E.12 of the MS4 Permit and would not be required to implement bioretention facilities. For these reasons, impacts to water

quality during construction would be less than significant as a result. **(Less than Significant Impact with Mitigation Incorporated)**

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The project would include roadway widening at the Oak Knoll Avenue and Strawberry Patch intersections, increasing the impervious surfaces on-site. However, the amount of net new impervious surfaces would be relatively minor and would not substantially interfere with groundwater recharge. The project would not utilize or otherwise deplete existing groundwater supplies. For these reasons, the project would not impede sustainable groundwater management of the basin. **(Less than Significant Impact)**

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or impede or redirect flood flows?

The Zinfandel Lane intersection is not located within a floodplain, however, both the Oak Knoll Avenue and Strawberry Patch intersections are within a 100-year floodplain. No work would be performed within the regulatory floodway, with the exception of some minor roadway restriping at the Strawberry Patch intersection. The project meets the conditions established in Caltrans' Floodplain Encroachment Location Hydraulic Study Memo – No Significant Encroachment, indicating that the project is low risk and would have minimal impact to the existing floodplain conditions.

The project would not alter the course of a stream or river. The project would result in a net increase in impervious surfaces due to the roadway widening. However, the amount of net new impervious surfaces would be relatively minor and would not result in substantial erosion, flooding, additional pollution, or exceed the capacity of existing stormwater drainage systems. **(Less than Significant Impact)**

d) Would the project risk release of pollutants due to project inundation in flood hazard, tsunami, or seiche zones?

The Zinfandel Lane intersection is not located within a floodplain, however, both the Oak Knoll Avenue and Strawberry Patch intersections are within a 100-year floodplain. As previously discussed, the risk of pollutants would be temporarily increased during project construction,

however, the project would incorporate BMPs and SWPPP requirements to reduce pollution risk during construction. The project would not introduce new sources of pollutants during operation.

The project site is not located within a tsunami hazard area[40] and is not subject to seiches due to its distance from the shoreline of the San Francisco Bay. For these reasons, the project would not risk release of pollutants due to inundation in flood hazard, tsunami, or seiche zones. **(Less than Significant Impact)**

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

As previously discussed, the project would be in compliance with the Construction General Permit. The project would not utilize or otherwise deplete groundwater resources or interfere substantially with groundwater recharge. For these reasons, the project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. **(Less than Significant Impact)**

[40] California Department of Conservation. California Tsunami Maps. Accessed August 11, 2025. https://www.conservation.ca.gov/cgs/tsunami/maps

4.11 Land Use and Planning

4.11.1 Environmental Setting

4.11.1.1 *Regulatory Framework*

Local

Napa County General Plan

The General Plan contains the following applicable policies regarding land use.

Goal/Policy	Description
Goal CIR-1	The County's transportation system shall complement the policies of the Agricultural Preservation and Land Use Element to protect the County's rural character.
Policy CIR-18	Roadways outside the urbanized areas of the County shall reflect the rural character of the County.
Policy CIR-19	The County's roadway modifications and capacity expansion should minimize disruption to and safety impacts on neighborhoods, communities, and all roadway users, including agriculture.
Policy CIR-31	The County seeks to provide a roadway system that maintains current roadway capacities in most locations and is efficient in providing local access. The following list of improvements, illustrated as the County's ultimate road network in Figure CIR-1, has been supported by policy makers within the County and all five incorporated cities/town. Some of these routes are controlled by other agencies (such as Caltrans or a city); in those cases, the County will coordinate with the other agencies to plan and implement these improvements. • Explore opportunities for operational improvements along SR 29, Silverado Trail, and connecting crossroads to improve traffic flow and reduce conflicts for vehicles, bicyclists and pedestrians; examples may include center two-way left-turn lanes, additional turn lanes at intersections, roundabouts, and other measures that could reduce conflicts. • Consistent with the Countywide Pedestrian Plan and the Countywide Bicycle Plan, construct multimodal facilities and install safety-related improvements on rural roads and highways, such as new signals, bike lanes, multi-use paths, shoulder widening, or softening sharp curves.

4.11.1.2 *Existing Conditions*

The project site is located in a rural/agricultural area of Napa County. The surrounding land uses at the three project intersections include rural residential, vineyards, and wineries.

4.11.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

a) Would the project physically divide an established community?

Examples of projects that have the potential to physically divide an established community include new freeways and highways, major arterial streets, and railroad lines. In the project area, Silverado Trail currently provides access to rural properties on the eastern side of the Napa Valley. The project would make roadway improvements within the existing County right-of-way. The project would not introduce a new highway or other feature that would physically divide the established community. **(Less than Significant Impact)**

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The purpose of the project is to improve safety at the three project locations. The project would not require re-designation of land uses or rezonings and would be consistent with the existing land use designations included in the General Plan. The project would be entirely within the County right-of-way. The project would preserve the agricultural and rural character of the project intersections, consistent with General Plan Goal CIR-1 and Policies CIR-18 to CIR-19. Consistent with General Plan Policy CIR-31, the project would improve safety conditions at the project intersections by constructing new turn lanes, bike crossing striping, and installing new lighting, signs, and beacons. The project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. **(Less than Significant Impact)**

4.12 Mineral Resources

4.12.1 Environmental Setting

4.12.1.1 *Regulatory Framework*

State

Surface Mining and Reclamation Act

The Surface Mining and Reclamation Act (SMARA) was enacted by the California legislature in 1975 to address the need for a continuing supply of mineral resources, and to prevent or minimize the negative impacts of surface mining to public health, property, and the environment. As mandated under SMARA, the State Geologist has designated mineral land classifications in order to help identify and protect mineral resources in areas within the state subject to urban expansion or other irreversible land uses which would preclude mineral extraction. SMARA also allowed the State Mining and Geology Board (SMGB), after receiving classification information from the State Geologist, to designate lands containing mineral deposits of regional or statewide significance.

Local

Napa County General Plan

The General Plan contains the following applicable policies regarding land use.

Goal/Policy	Description
Goal CON-7	Identify and conserve areas containing significant mineral deposits for future use and promote the reasonable, safe, and orderly operation of mining and extraction and management activities, where environmental, aesthetic, and adjacent land use compatibility impacts can be adequately addressed.

4.12.1.2 *Existing Conditions*

Per the County's General Plan, the opportunity for future mineral extraction within the County is not well known. The cities of Napa and St. Helena (near where the intersections are located) are mainly mapped to be in mineral resource zone (MRZ) three, MRZ-3.[41] MRZ-3 denotes areas containing mineral occurrences of undetermined resource significance. Portions of the cities are also mapped as being in MRZ-1 which indicates that there is little likelihood that significant minerals are present. There are three active quarries in Napa County. The nearest of which, Napa Quarry, is located approximately five miles south of the Strawberry Patch intersection.

[41] Busch, Lawrence & Miller, Russell. "Updated Mineral Land Classification Map for Asphalt Concrete-Grade Aggregate in the North San Francisco Bay Production-Consumption Region, Marin, Napa, Sonoma, and Southwestern Solano Counties, California." 2013.

There were historically four mines and three quarries in Napa County, most of which have closed or are in reclamation. The four historic mines are McLaughlin Mine (closed in 2002), Silverado Mine (closed in 1941), Palisades Mine (closed in 1941), and Knoxville Mine (closed in 1941). Of the historic quarries within Napa County (Pope Creek, American Canyon, and Napa) only the Napa Quarry (owned and operated by Vulcan Materials) is still active, with the other two in the process of becoming, or already, reclaimed.[42]

4.12.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that will be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state?

There are no known mineral resources within or adjacent to the project intersections. Therefore, the project would not impact mineral resources. **(No Impact)**

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

There are no mineral resource recovery sites delineated on the General Plan within the vicinity of the project intersections. Therefore, the project would not impact mineral resources. **(No Impact)**

[42] Napa County Planning, Building, and Environmental Services Department. *Baseline Data Report*. November 30, 2005.

4.13 Noise

4.13.1 Environmental Setting

4.13.1.1 *Background Information*

Noise

Factors that influence sound as it is perceived by the human ear, include the actual level of sound, period of exposure, frequencies involved, and fluctuation in the noise level during exposure. Noise is measured on a decibel scale, which serves as an index of loudness. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness. Because the human ear cannot hear all pitches or frequencies, sound levels are frequently adjusted or weighted to correspond to human hearing. This adjusted unit is known as the A-weighted decibel, or dBA.

Since excessive noise levels can adversely affect human activities and human health, federal, state, and local governmental agencies have set forth criteria or planning goals to minimize or avoid these effects. Noise guidelines are generally expressed using one of several noise averaging methods, including L_{eq}, Day-Night Level (DNL), or Community Noise Equivalent Level (CNEL).[43] These descriptors are used to measure a location's overall noise exposure, given that there are times when noise levels are higher (e.g., when a jet is taking off from an airport or when a leaf blower is operating) and times when noise levels are lower (e.g., during lulls in traffic flows on freeways or in the middle of the night). L_{max} is the maximum A-weighted noise level during a measurement period.

Vibration

Ground vibration consists of rapidly fluctuating motions or waves with an average motion of zero. Vibration amplitude can be quantified using Peak Particle Velocity (PPV), which is defined as the maximum instantaneous positive or negative peak of the vibration wave. PPV has been routinely used to measure and assess ground-borne construction vibration. Studies have shown that the threshold of perception for average persons is in the range of 0.008 to 0.012 inches/second (in/sec) PPV.

4.13.1.2 *Regulatory Framework*

State

<u>Caltrans Standards</u>

Noise associated with construction is controlled by Caltrans Standard Specification Section 14-

[43] L_{eq} is a measurement of average energy level intensity of noise over a given period of time. DNL is a 24-hour average of noise levels, with a 10 dB penalty applied to noise occurring between 10:00 PM and 7:00 AM. CNEL includes an additional five dB applied to noise occurring between 7:00 PM and 10:00 PM. Where traffic noise predominates, the CNEL and DNL are typically within two dBA of the peak-hour L_{eq}.

8.02, “Noise Control,” which states the following:

- Do not exceed 86 dBA L_{max} at 50 feet from the job site activities from 9:00 p.m. to 6:00 a.m.
- Equip an internal combustion engine with the manufacturer recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

Typically, work taking place within the Caltrans right of way is not subject to local noise ordinances; however, Caltrans will work with the contractor to meet local requirements where feasible. If construction noise level is expected to exceed the contract specification criteria or construction noise levels is expected to exceed the ambient (baseline) noise levels, and there are sensitive receptors near the project site construction noise control measures should be considered.

The Transportation and Construction Vibration Guidance Manual (Manual) was published by Caltrans in April 2020 and includes guidance for construction vibration assessment. Table 4.13-1 and Table 4.13-2 summarize the effects on buildings and human reaction, respectively, expected for different vibration levels, as described in the Manual. For structural damage, Caltrans recommends a vibration limit of 0.5 in/sec PPV for new residential structures and modern industrial/commercial buildings, 0.3 in/sec PPV for older residential structures, and 0.25 in/sec PPV for historic and some old buildings.

Table 4.13-1: Guideline Vibration Damage Potential Threshold Criteria

Structure and Condition	Maximum PPV (in/sec), Transient Sources	Maximum PPV (in/sec), Continuous/Frequent Intermittent Sources
Extremely fragile historic buildings, ruins, ancient monuments	0.12	0.08
Fragile buildings	0.2	0.1
Historic and some old buildings	0.5	0.25
Older residential structures	0.5	0.3
New residential structures	1.0	0.5
Modern industrial/commercial buildings	2.0	0.5
Note: Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment. Source: Transportation and Construction Vibration Guidance Manual, California Department of Transportation, April 2020.		

Table 4.13-2 Guideline Vibration Annoyance Potential Criteria

Human Receptor	Maximum PPV (in/sec), Transient Sources	Maximum PPV (in/sec), Continuous/Frequent Intermittent Sources
Barely perceptible	0.035	0.01
Distinctly perceptible	0.24	0.04
Strongly perceptible	0.9	0.10
Severe	2.0	0.4
Note: Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seat equipment, vibratory pile drivers, and vibratory compaction equipment. Source: Transportation and Construction Vibration Guidance Manual, California Department of Transportation, April 2020.		

Local

Napa County General Plan

The General Plan identifies the following applicable policies regarding noise.

Policy	Description
CC-49	Consistent with the County's Noise Ordinance, ensure that reasonable measures are taken such that temporary and intermittent noise associated with construction and other activities does not become intolerable to those in the area. Construction hours shall be limited per the requirements of the Noise Ordinance. Maximum acceptable noise limits at the sensitive receptor are defined in Policies CC-35, CC-36, and CC-37.

Napa County Noise Ordinance

Acceptable noise levels in unincorporated areas of the county are established in Title 8 of the County Code of Ordinances. The standards, as applicable to construction activities, are described below in Table 4.13-3. The County Noise Ordinance further prohibits the use of equipment used in construction, drilling, repair, alteration, or demolition work between the hours of 7:00 p.m. and 7:00 a.m. to prevent construction-related noise from disturbing residential or commercial property owners.

Table 4.13-3: Napa County Noise Ordinance

Time Period	Residential	Commercial	Industrial
Day (7am – 7pm)	75 dBA	80 dBA	85 dBA
Night (7pm – 7 am)	60 dBA	65 dBA	70 dBA
Source: Napa County, Noise Control Regulations, 2013c			

4.13.1.3 *Existing Conditions*

The project intersections are in a rural area in Napa County. Existing noise levels are primarily associated with vehicles driving along Silverado Trail. Other sources of noise at the project intersections may include farm equipment. Sensitive receptors at the project intersections are limited to residences. In the vicinity of the Oak Knoll Avenue location, the nearest residences west of Silverado Trail are approximately 100 to 130 feet away from the Silverado Trail and the nearest residence east of Silverado Trail is approximately 200 feet away. There is one residence in the vicinity of the Zinfandel Lane location, approximately 60 feet from the roadway. In the vicinity of the Strawberry Patch location, two residential buildings are located north and south of the strawberry patch stand, both approximately 100 feet west of Silverado Trail.

4.13.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The proposed roadway improvements would not result in any permanent noise increases. The project would not alter any land uses and would not increase the number of vehicles traveling along Silverado Trail. The project would not require any noise-generating operational equipment. The project would, however, result in a temporary noise increase during construction.

Construction Noise

Construction is anticipated to last for approximately 12 weeks. Construction would take place Monday through Friday between the hours of 6:00am and 3:00pm, no night work is anticipated. Construction noise would primarily result from the operation of heavy construction equipment and arrival and departure of heavy-duty trucks. The project would not require any pile-driving, a particularly loud construction activity.

Noise impacts resulting from construction depend upon the noise generated by various pieces of construction equipment, the timing and duration of noise-generating activities, and the distance between construction noise sources and noise-sensitive areas. Construction noise impacts primarily result when construction activities occur during noise-sensitive times of the day (e.g., early morning, evening, or nighttime hours), the construction occurs in areas immediately adjoining noise-sensitive land uses, or when construction lasts over extended periods of time.

Construction noise levels vary on a day-to-day basis, depending on the type and amount of equipment operating on-site and the specific task that is being completed on a particular day. Construction activities generate considerable amounts of noise, especially during earth-moving activities when heavy equipment is used. Table 4.13-4 summarizes the maximum instantaneous noise levels generated by typical construction equipment at a distance of 50 feet from the noise source. Typical hourly average construction-generated noise levels for various types of projects are summarized in Table 4.13-4 at a distance of 50 feet from the center of the site during busy construction periods (e.g., earth moving equipment, impact tools, etc.).

Table 4.13-4: Construction Equipment, 50-foot Noise Emission Limits

Equipment Category	L_{max} Level (dBA)[1,2]	Impact/Continuous
Arc Welder	73	Continuous
Auger Drill Rig	85	Continuous
Backhoe	80	Continuous
Bar Bender	80	Continuous
Boring Jack Power Unit	80	Continuous
Chain Saw	85	Continuous
Compressor[3]	70	Continuous
Compressor (other)	80	Continuous
Concrete Mixer	85	Continuous
Concrete Pump	82	Continuous
Concrete Saw	90	Continuous
Concrete Vibrator	80	Continuous
Crane	85	Continuous
Dozer	85	Continuous
Excavator	85	Continuous
Front End Loader	80	Continuous

Equipment Category	L_{max} Level (dBA)[1,2]	Impact/Continuous
Generator	82	Continuous
Generator (25 KVA or less)	70	Continuous
Gradall	85	Continuous
Grader	85	Continuous
Grinder Saw	85	Continuous
Horizontal Boring Hydro Jack	80	Continuous
Hydra Break Ram	90	Impact
Impact Pile Driver	105	Impact
Insitu Soil Sampling Rig	84	Continuous
Jackhammer	85	Impact
Mounted Impact Hammer (hoe ram)	90	Impact
Paver	85	Continuous
Pneumatic Tools	85	Continuous
Pumps	77	Continuous
Rock Drill	85	Continuous
Scraper	85	Continuous
Slurry Trenching Machine	82	Continuous
Soil Mix Drill Rig	80	Continuous
Street Sweeper	80	Continuous
Tractor	84	Continuous
Truck (dump, delivery)	84	Continuous
Vacuum Excavator Truck (vac-truck)	85	Continuous
Vibratory Compactor	80	Continuous
Vibratory Pile Driver	95	Continuous
All other equipment with engines larger than 5 HP	85	Continuous

Notes: [1] Measured at 50 feet from the construction equipment, with a "slow" (1 sec.) time constant.

[2] Noise limits apply to total noise emitted from equipment and associated components operating at full power while engaged in its intended operation.

[3]Portable Air Compressor rated at 75 cfm or greater and that operates at greater than 50 psi.

Source: Mitigation of Nighttime Construction Noise, Vibrations and Other Nuisances, National Cooperative Highway Research Program, 1999.

As shown in Table 4.13-4, the highest maximum noise levels generated by project construction would typically range from about 80 to 90 dBA L_{max} at a distance of 50 feet from the noise source. As previously mentioned, extreme noise generating construction methods such as pile driving are not expected for the proposed project. As shown in Table 4.13-5, below, the hourly average noise level for roadway projects typically ranges from approximately 78 to 88 dBA.

Table 4.13-5: Hourly Average Noise Levels for Construction Equipment at 50 feet, L_{eq} (dBA)

	Domestic Housing		Office Building, Hotel, Hospital, School, Public Works		Industrial Parking Garage, Religious Amusement & Recreations, Store, Service Station		Public Works Roads & Highways, Sewers, and Trenches	
	I	II	I	II	I	II	I	II
Ground Clearing	83	83	84	84	84	83	84	84
Excavation	88	75	89	79	89	71	88	78
Foundations	81	81	78	78	77	77	88	88
Erection	81	65	87	75	84	72	79	78
Finishing	88	72	89	75	89	74	84	84

I – All pertinent equipment present at site.

II – Minimum required equipment present at site.

Source: United States Environmental Protection Agency, 1973, Legal Compilation on Noise, Vol. 1, p. 2-104.

Construction-generated noise levels drop off at a rate of about six dBA per doubling of the distance between the source and the receptor. Given that the nearest residences at the Oak Knoll Avenue and Strawberry Patch locations are located approximately 100 feet or more from the roadway, twice the 50-foot distance assumed in the tables above, noise levels would drop off by approximately six dBA or more at these residences. Therefore, maximum noise levels generated by individual pieces of equipment would range from approximately 74 to 84 dBA L_{max} and hourly average noise levels would range from approximately 72 to 82 dBA at the residences in the vicinity of the Oak Knoll Avenue and Strawberry Patch locations.

The residence in the vicinity of the Zinfandel Lane intersection is approximately 60 feet from the roadway, however, work at this location is limited to signing and streetlight improvements. No roadway widening is proposed at this location, and therefore, the construction period at Zinfandel Lane would be shorter and would involve less equipment. Project construction would only occur during daytime hours allowed in the Napa County Noise Ordinance. Therefore, temporary noise generated by the project would be less than significant. **(Less than Significant Impact)**

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

The construction of the project may generate perceptible vibration when heavy equipment or impact tools (e.g., jackhammers, hoe rams) are used. The proposed project would not require pile driving, which can cause excessive vibration. Critical factors pertaining to the impact of construction vibration on sensitive receptors include the proximity of the existing structures to the project site, the soundness of the structures, and the methods of construction used.

For structural damage, the California Department of Transportation recommends a vibration limit of 0.5 in/sec PPV for new residential structures and modern industrial/commercial buildings, 0.3 in/sec PPV for older residential structures, and 0.25 in/sec PPV for historic and some old buildings. No known historical buildings adjoin the project area. Therefore, groundborne vibration levels exceeding 0.3 in/sec PPV would have the potential to result in cosmetic damage to residential buildings in the project vicinity.

Table 4.13-6 presents typical vibration levels that could be expected from construction equipment at a distance of 25 feet. Project construction activities, such as drilling, the use of jackhammers, rock drills and other high-power or vibratory tools, and rolling stock equipment (tracked vehicles, compactors, etc.) may generate substantial vibration in the immediate vicinity. Vibration levels perceived at receptors would vary depending on soil conditions, construction methods, and equipment used. Table 4.13-6 also summarizes the distances to the 0.3 in/sec PPV threshold for conventional buildings.

Table 4.13-6: Vibration Source Levels for Construction Equipment

Equipment		**PPV at 25 ft. (in/sec)**	**Minimum Distance to Meet 0.3 in/sec PPV (feet)**
Clam shovel drop		0.202	18
Hydromill (slurry wall)	in soil	0.008	1
	in rock	0.017	2
Vibratory roller		0.210	19
Hoe ram		0.089	9
Large bulldozer		0.089	9
Caisson drilling		0.089	9
Loaded trucks		0.076	8
Jackhammer		0.035	4
Small bulldozer		0.003	<1
Source: Transit Noise and Vibration Impact Assessment Manual, Federal Transit Administration, Office of Planning and Environment, U.S. Department of Transportation, September 2018, as modified by Illingworth & Rodkin, Inc., May 2022.			

The furthest distance from the project site that would exceed the 0.3 in/sec PPV threshold for typical construction equipment would be approximately 19 feet, as shown in Table 4.13-6. The nearest residential structure to the project site at any of the three intersections is approximately 60 feet from Silverado Trail. At this distance, vibrations generated during project construction would not exceed 0.3 in/sec PPV.

Groundborne vibration is generated by road vehicles. However, the project would not change any land uses or increase capacity of the existing roadway and, therefore, would not result in an

increase in vehicle traffic along Silverado Trail. The project would not include any vibration-generating equipment during operation. For these reasons, the project would not result in generation of excessive groundborne vibration or groundborne noise levels. **(Less than Significant Impact)**

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The project would make roadway improvements along Silverado Trail. The project would not construct or indirectly result in the construction of noise sensitive land uses in the vicinity of an airstrip or airport. For these reasons, the project would not expose people residing or working in the project area to excessive noise levels associated with an airstrip or airport. **(No Impact)**

4.14 Population and Housing

4.14.1 Environmental Setting

4.14.1.1 *Regulatory Framework*

Housing-Element Law

State requirements mandating that housing be included as an element of each jurisdiction's general plan is known as housing-element law. The Regional Housing Need Allocation (RHNA) is the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its housing element. California housing-element law requires cities to: 1) zone adequate lands to accommodate its RHNA; 2) produce an inventory of sites that can accommodate its share of the RHNA; 3) identify governmental and non-governmental constraints to residential development; 4) develop strategies and a work plan to mitigate or eliminate those constraints; and 5) adopt a housing element and update it on a regular basis.[44] The County of Napa' Housing Element and related land use policies were adopted on January 24, 2023 and revised on December 19, 2023.

4.14.1.2 *Existing Conditions*

In 2020, Napa County had a population of 139,000 persons and unincorporated areas of Napa County had a population of 24,925 persons.[45] From 2000 to 2020, the number of households in Napa County grew while the number of households declined in unincorporated Napa County. The projected population for Napa County for 2030 is estimated to be between 150,000 and 200,000 persons.[46] In the project vicinity, there are low-density rural residences.

4.14.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

[44] California Department of Housing and Community Development. "Regional Housing Needs Allocation and Housing Elements" Accessed June 23, 2025. http://hcd.ca.gov/community-development/housing-element/index.shtml.
[45] Napa County. *Napa County General Plan*. June 2008. Page 76.
[46] Ibid. Page AG/LU–6.

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The proposed intersection improvements would not directly induce population growth by proposing new homes or businesses. The project would improve safety features of the existing intersections and would not extend the existing roadway or construct other infrastructure that would indirectly induce population growth. **(No Impact)**

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The project does not involve any right of way acquisition and would not displace any existing people or housing. Therefore, the project would not necessitate the construction of replacement housing elsewhere. **(No Impact)**

4.15 Public Services

4.15.1 Environmental Setting

4.15.1.1 *Regulatory Framework*

No federal or state plans, policies, regulations, or laws related to public services are applicable to the project.

Local

Napa County General Plan

The General Plan contains the following applicable policies regarding public services.

Goal/Policy	Description
Action Item SAF-2.10a	Update municipal and street codes to utilize minimum standards of fire safety codes and measures for access/evacuation routes.
Action Item SAF-2.10b	Establish mitigation measures and improvement plans for inadequate evacuation routes.
Policy SAF-2.18	Prioritize capital improvements on evacuation or emergency access routes needing repair, maintenance, or replacement, especially in WUI areas.

4.15.1.2 *Existing Conditions*

Police and Fire Services

Fire and police services for the project area are provided by the Napa County Fire Department and Napa County Sheriff's Office, respectively. The Napa County Sheriff's Office is located at 1535 Airport Boulevard, approximately 8.7 miles south of the Strawberry Patch intersection, and there are several substations located throughout the County including in Angwin, City of Napa, Lake Berryessa, and Yountville.

The Napa County Fire Department operates 20 fire stations in the unincorporated County of Napa which are made up of volunteer and career firefighters.[47] The closest fire station to the Zinfandel Lane intersection is Station 15-Rutherford, approximately 2.6 miles south of the project site. The closest fire station to the Oak Knoll Avenue intersection is Station 13-Soda Canyon, 2.8 miles northeast of the project site. The closest fire station to the Strawberry Patch intersection is Station 24-Napa, approximately one mile east of the project site.

[47] Napa County. "Fire Stations." Accessed June 24, 2025. https://www.countyofnapa.org/392/Fire-Stations.

Schools

The project area is located in the Napa Valley Unified School District and the Saint Helena School District.[48] Schools serving the Strawberry Patch and Oak Knoll project areas include Vichy Elementary School, Silverado Middle School, and Vintage High School. Schools serving the Zinfandel project area include Saint Helena Primary School, Robert Louis Intermediate School, and Saint Helena High School.

Parks

In 2006, the Napa County Regional Park and Open Space District was established. One of its duties is to improve and operate a system of public parks, trails, and outdoor recreational facilities.[49] Approximately 90 percent, or 450,000 acres, of Napa County is categorized as open space.[50] Both the federal and state governments own land within the County. The County offers a variety of recreational attractions and activities such as open space, parks, and trails.

4.15.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?	☐	☐	☐	☒
b) Police Protection?	☐	☐	☐	☒
c) Schools?	☐	☐	☐	☒
d) Parks?	☐	☐	☐	☒
e) Other Public Facilities?	☐	☐	☐	☒

[48] GreatSchools.org. "Find Your School District and Nearby Schools." Accessed June 24, 2025. https://www.greatschools.org/school-district-boundaries-map/.
[49] Napa County Regional Park & Open Space District. "About the District." Accessed June 24, 2025. https://napaoutdoors.org/about/.
[50] Napa County. *Napa County General Plan*. June 2008. Page ROS-13.

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection services?

The project proposes intersection improvements at three intersections within the County. The project is not a land use project. Therefore, the project would not result in any new residents or employees in the area that would increase demand upon fire protection services. Project operation would improve traffic circulation and safety at the site intersections, resulting in a long-term benefit to fire response times. Vehicular access through each project intersection would be maintained throughout construction. For these reasons, the project would result in no impact to fire protection services. **(No Impact)**

b) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for police protection services?

As discussed under checklist question a) the project would not directly introduce any new residents or employees to the area. Consequently, the project would not result in any increase in demand upon police services. The improved safety and circulation improvements from the project would benefit police response times. Vehicular access through each project intersection would be maintained throughout construction. For these reasons, the project would result in no impact to police protection services. **(No Impact)**

c) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for schools?

As discussed under checklist question a) the project would not directly introduce any new residents to the area. Consequently, the project would not result in any increase in population that would increase demand upon schools. For these reasons, the project would result in no impact on schools. **(No Impact)**

d) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for parks?

As discussed under checklist question a) the project would not directly introduce any new residents or workers to the area. Therefore, the project would not directly increase demand on parks. **(No Impact)**

e) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for other public facilities?

As discussed under checklist question a) the project would not directly introduce any new residents or employees to the area. Therefore, the project would not directly increase demand on other public facilities, such as libraries. **(No Impact)**

4.16 Recreation

4.16.1 Environmental Setting

4.16.1.1 *Existing Conditions*

Approximately 90 percent, or 450,000 acres, of Napa County is categorized as open space.[51] Both the federal and state governments own land within the County. The County offers a variety of recreational attractions and activities such as open space, parks, and trails.

In 2006, the Napa County Regional Park and Open Space District was established. The Napa County Regional Park and Open Space District is comprised of five wards and has constructed and/or operates over 75 miles of recreational trails.[52] One of its duties is to improve and operate a system of public parks, trails, and outdoor recreational facilities.[53] Trancas Crossing Park is the nearest park to the project area, and is located 0.3 miles west of the Strawberry Patch and Silverado Trail intersection.

4.16.2 Impact Discussion

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility will occur or be accelerated?	☐	☐	☐	☒
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

The project proposes intersection improvements and is not a land use project. As previously discussed in Section 4.15, the project would not introduce any new residents or employees to the area that would increase demand upon existing parks or other recreational facilities. **(No Impact)**

[51] Napa County. *Napa County General Plan*. June 2008. Page ROS-13.
[52] Napa County Regional Park & Open Space District. "About the District." Accessed June 24, 2025. https://napaoutdoors.org/about/.
[53] Ibid.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

The project does not include any recreational facilities. As noted in checklist question b), the project would not require the construction or expansion of existing recreational facilities. **(No Impact)**

4.17 Transportation

4.17.1 Environmental Setting

4.17.1.1 *Regulatory Framework*

State

Senate Bill 743

Senate Bill (SB) 743 establishes criteria for determining the significance of transportation impacts using a vehicle miles traveled (VMT) metric intended to promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses. Specifically, SB 743 requires analysis of VMT in determining the significance of transportation impacts. Local jurisdictions were required by the Governor's Office of Land Use and Climate Innovation (LCI)[54] to implement a VMT policy by July 1, 2020.

SB 743 did not authorize OPR to set specific VMT impact thresholds, but it did direct OPR to develop guidelines for jurisdictions to utilize. Specifically, CEQA Guidelines Section 15064.3(b)(2) provides that projects that reduce VMT, such as pedestrian, bicycle, and transit projects, would have a less than significant impact. This section further provides that lead agencies have discretion to evaluate roadway capacity projects (including highways), provided that any such analysis is consistent with the requirements of CEQA. Recognizing that roadway capacity projects may be analyzed at a programmatic level, subdivision (b)(2) states that lead agencies may be able to tier from a programmatic analysis that adequately addresses the effects of roadway capacity projects.

Local

Napa County General Plan

The General Plan identifies the following applicable goals and policies regarding transportation.

Goal/Policy	Description
Goal CIR-2	The County's transportation system shall provide for safe and efficient movement on well-maintained roads throughout the County, meeting the needs of Napa County residents, businesses, employees, visitors, special needs populations, and the elderly.
Policy CIR-6	The County's roadway improvements should minimize disruption to residential neighborhoods, communities, and agriculture.
Policy CIR-31	The County seeks to provide a roadway system that maintains current roadway capacities in most locations and is efficient in providing local access. The following list of improvements, illustrated as the County's ultimate road network in Figure CIR-1, has been supported by policy makers within the County and all five incorporated cities/town. Some of these routes are controlled by other agencies (such as Caltrans or a city); in those cases, the County will coordinate with the other agencies to plan and implement these improvements.

[54] Formerly known as the Governor's Office of Planning and Research (OPR).

- Explore opportunities for operational improvements along SR 29, Silverado Trail, and connecting crossroads to improve traffic flow and reduce conflicts for vehicles, bicyclists, and pedestrians; examples may include center two-way left-turn lanes, additional turn lanes at intersections, roundabouts, and other measures that could reduce conflicts.
- Consistent with the Countywide Pedestrian Plan and the Countywide Bicycle Plan, construct multimodal facilities and install safety-related improvements on rural roads and highways, such as new signals, bike lanes, multi-use paths, shoulder widening, or softening sharp curves.

4.17.1.2 *Existing Conditions*

The General Plan classifies Silverado Trail as an arterial roadway, which is a roadway designed primarily for longer-distance travel between major centers of activity, and often with limited direct driveway access. In the vicinity of the project intersections, Silverado Trail is a two-lane roadway with designated left-turn lanes onto Oak Knoll Avenue and Zinfandel Lane from the northbound direction. There are bike lanes on either side of Silverado Trail in the vicinity of the project intersections. There are no sidewalks, crosswalks, or other pedestrian facilities in the vicinity of the project intersections.

4.17.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle lanes, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible land uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

a) Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle lanes, and pedestrian facilities?

Consistent with General Plan Goal CIR-2 and Policy CIR-31, the project would improve traffic flow, reduce conflict points, and install safety-related improvements along Silverado Trail by widening the roadway at two intersection locations, adding turn lanes, installing signs and beacons, and adding bike lane striping across the project intersections. Consistent with Policy CIR-6, these improvements

would be made with minimal disruption to the surrounding residential and agricultural land uses. For these reasons, the project would not conflict with a program, plan, ordinance, or policy addressing the circulation system. **(Less than Significant Impact)**

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Section 15064.3(b) of the CEQA Guidelines states that transportation projects that reduce, or have no impact on, VMT should be presumed to have a less than significant transportation impact. LCI's Technical Advisory on Evaluating Transportation Impacts in CEQA lists types of projects that are not likely to lead to a substantial or measurable increase in vehicle travel including safety projects to improve the condition of existing transportation assets, transportation management system field elements (such as message signs, signals, etc.), installation or reconfiguration of traffic lanes that are not for through traffic (such as left and right turn lanes), and more. Based on LCI's Technical Advisory, the project would not increase vehicular travel and, therefore, would result in a less than significant VMT impact. The project would not conflict with or be inconsistent with CEQA Guidelines Section 15064.3. **(Less than Significant Impact)**

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The design of the proposed roadway improvements will comply with all current design criteria, which would improve the safety of the project intersections. The project, therefore, would not substantially increase hazards due to a geometric design feature. The project does not propose any new uses that would be incompatible with the existing roadway or surrounding land uses. **(Less than Significant Impact)**

d) Would the project result in inadequate emergency access?

Vehicular access would be maintained throughout construction and emergency vehicles would not be obstructed. After project implementation, safety conditions would be improved at the project intersections. The project would not result in any temporary or permanent impacts to emergency access. **(Less than Significant Impact)**

4.18 Tribal Cultural Resources

4.18.1 Environmental Setting

4.18.1.1 *Regulatory Framework*

State

Assembly Bill 52

AB 52, effective July 2015, established a new category of resources for consideration by public agencies called Tribal Cultural Resources (TCRs). AB 52 requires lead agencies to provide notice of projects to tribes that are traditionally and culturally affiliated with the geographic area if they have requested to be notified. Where a project may have a significant impact on a TCR, consultation is required until the parties agree to measures to mitigate or avoid a significant effect on a TCR or until it is concluded that mutual agreement cannot be reached.

Under AB 52, TCRs are defined as follows:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are also either:
    - Included or determined to be eligible for inclusion in the California Register of Historic Resources, or
    - Included in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).
- A resource determined by the lead agency to be a TCR.

4.18.1.2 *Existing Conditions*

As previously discussed in Section 4.5 Cultural Resources, no known TCRs exist within or adjacent to the project limits. However, TCRs have been discovered in the vicinity of the project locations. The Oak Knoll Avenue intersection is sensitive for both surface and buried TCRs. The Zinfandel Lane intersection has a moderate sensitivity for surface TCRs and a low sensitivity for buried TCRs. The Strawberry Patch intersection is highly sensitive for both surface and buried TCRs.

AB 52 Consultation

The NAHC completed a search of its Sacred Lands File for the project area in May 2025. The results were positive and the NAHC recommended contacting the Mishewal-Wappo Tribe of Alexander Valley for further information. Pursuant to Assembly Bill (AB) 52, consultation letters were sent on June 26, 2025, by mail and email to 11 individuals representing five tribal organizations, including the Mishewal-Wappo Tribe of Alexander Valley. Requests for consultation were received by the County from the Mishewal-Wappo Tribe of Alexander Valley and the Yocha Dehe Wintun Nation. In September 2025, the County met with both tribes to discuss the project and findings of the archaeological survey. The tribes agreed with the recommendations for monitoring as described in MM CUL-1.2.

4.18.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☒	☐	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

There are no known TCRs within the project limits of work. The project area largely consists of the Silverado Trail roadway and adjacent residential and agricultural uses, therefore, there has been previous ground disturbance within the project area. However, given that the project would involve ground-disturbing activities within areas sensitive and highly sensitive for the presence of TCRs, there is potential that the project could impact unknown archaeological resources on-site. As described in Section 4.5 Cultural Resources, impacts to potential buried TCRs would be reduced to a less than significant level with incorporation of MM CUL-1.1 and 1.2, which would require construction crews to receive cultural awareness training and require a Native American tribal representative to monitor ground-disturbing activities during project construction. As previously discussed, representatives of the Mishewal-Wappo Tribe of Alexander Valley and the Yocha Dehe Wintun Nation have agreed that these measures are adequate to reduce impacts to a less than significant level. For these reasons, the project would not cause a substantial adverse change in the significance of tribal cultural resources. **(Less than Significant Impact with Mitigation Incorporated)**

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?

Please see response to checklist question a), above. **(Less than Significant Impact with Mitigation Incorporated)**

4.19 Utilities and Service Systems

4.19.1 Environmental Setting

4.19.1.1 *Existing Conditions*

There are overhead utility lines in the vicinity of the project intersections and storm drain inlets along Silverado Trail. The project intersections are located outside of the County's sewer service area and are not served by any water district.[55] Waste and recycling services are provided by the County of Napa.

4.19.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Be noncompliant with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

[55] Napa County. "Napa County Online Public Map." Accessed July 1, 2025. https://gis.countyofnapa.org/portal/apps/webappviewer/index.html?id=0bbafe490c58430da719ff851c78b7fa.

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

The project would not require utility relocations and replacement as a result of the proposed roadway widening. The project would adjust an existing storm drain inlet to grade at the Oak Knoll Avenue intersection. Construction impacts associated with utility adjustments would not cause significant environmental effects, as discussed throughout this Initial Study. **(Less than Significant Impact)**

b) Would the project have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Project construction would use a minimal amount of water (typically limited to water applied for dust control and concrete wash out) and there are sufficient water supplies available to serve these needs. The project would not involve the construction of any structures or facilities that would require additional water supplies during the operation phase. **(No Impact)**

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

The project would not generate any wastewater. **(No Impact)**

d) Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Solid waste would be generated during construction. Existing roadway materials and utilities would be demolished and require disposal. The disposal of solid waste during construction would be short-term and would be accommodated by the existing infrastructure capacities. Operation of the project would not result in the generation of any solid waste. **(Less than Significant Impact)**

e) Would the project be noncompliant with federal, state, or local management and reduction statutes and regulations related to solid waste?

Solid waste generated during project construction would be disposed of in accordance with federal, state, and local laws and policies. Project operation would not result in solid waste generation. Therefore, the project would be compliant with statutes and regulations related to solid waste. **(Less than Significant Impact)**

4.20 Wildfire

4.20.1 Environmental Setting

4.20.1.1 *Regulatory Framework*

State

Fire Hazard Severity Zones

CAL FIRE is required by law to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. Referred to as Fire Hazard Severity Zones (FHSZs), these maps influence how people construct buildings and protect property to reduce risk associated with wildland fires. FHSZs are divided into areas where the state has financial responsibility for wildland fire protection, known as state responsibility areas (SRAs), and areas where local governments have financial responsibility for wildland fire protection, known as local responsibility areas (LRAs). Homeowners living in an SRA are responsible for ensuring that their property is in compliance with California's building and fire codes. Only lands zoned for very high fire hazard are identified within LRAs.

California Fire Code Chapter 47

Chapter 47 of the California Fire Code sets requirements for wildland-urban interface fire areas that increase the ability of buildings to resist the intrusion of flame or burning embers being projected by a vegetation fire, in addition to systematically reducing conflagration losses through the use of performance and prescriptive requirements.

California Public Resources Code (PRC) Section 4442 through 4431

The California Public Resources Code includes fire safety regulations that restrict the use of equipment that may produce a spark, flame, or fire; require the use of spark arrestors on construction equipment that uses an internal combustion engine; specify requirements for the safe use of gasoline-powered tools on forest-covered land, brush-covered land, or grass-covered land; and specify fire suppression equipment that must be provided onsite for various types of work in fire-prone areas. These regulations include the following:

- Earthmoving and portable equipment with internal combustion engines would be equipped with a spark arrestor to reduce the potential for igniting a wildland fire (PRC Section 4442);
- Appropriate fire suppression equipment would be maintained during the highest fire danger period, from April 1 to December 1 (PRC Section 4428);
- On days when a burning permit is required, flammable materials would be removed to a distance of 10 feet from any equipment that could produce a spark, fire, or flame, and the construction contractor would maintain appropriate fire suppression equipment (PRC Section 4427); and

- On days when a burning permit is required, portable tools powered by gasoline-fueled internal combustion engines would not be used within 25 feet of any flammable materials (PRC Section 4431).

California Code of Regulations Title 14

The California Board of Forestry and Fire Protection has adopted regulations, known as SRA Fire Safe Regulations, which apply basic wildland fire protection standards for building, construction, and development occurring in SRAs. The future design and construction of structures, subdivisions and developments in SRAs are required to provide for the basic emergency access and perimeter wildfire protection measures discussed in Title 14.

Fire Management Plans

CAL FIRE has developed an individual Unit Fire Management Plan for each of its 21 units and six contract counties. CAL FIRE has developed a strategic fire management plan for the Sonoma-Lake-Napa Unit, which covers the project area and addresses citizen and firefighter safety, watersheds and water, timber, wildlife and habitat (including rare and endangered species), unique areas (scenic, cultural, and historic), recreation, range, structures, and air quality. The plan includes stakeholder contributions and priorities and identifies strategic areas for pre-fire planning and fuel treatment as defined by the people who live and work with the local fire issues.

4.20.1.2 *Existing Conditions*

The Oak Knoll Avenue intersection is partially in a moderate fire hazard severity zone, with the other portions designated as NonWildland per the Napa County Fire Hazard Severity Zone/Wildland Urban Interface GIS layer. The Zinfandel Lane intersection is in a high fire hazard severity zone. The Strawberry Patch intersection is identified as NonWildland per the Napa County GIS layer.

4.20.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

The project would implement intersection improvements, improving safety at the project intersections, which would not conflict with an emergency response plan or evacuation plan. Vehicle access would be maintained throughout construction and emergency vehicles would not be obstructed. **(Less than Significant Impact)**

b) Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

The proposed roadway improvements would not exacerbate wildfire risks due to slope or prevailing winds. The project would not introduce any new occupants to the area. Construction equipment may require the use of combustible engines that could create sparks that could temporarily exacerbate wildfire risks. Consistent with State law, BMPs including site vegetation maintenance would be implemented to reduce the potential for fire hazards in the project area. **(Less than Significant Impact)**

c) Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

The project would not require utility relocations and replacement as a result of the proposed roadway widening. The project would adjust an existing storm drain inlet to grade at the Oak Knoll Avenue intersection. Construction equipment may require the use of combustible engines that

could create sparks that could temporarily exacerbate wildfire risks. Consistent with State law, BMPs including site vegetation maintenance would be implemented to reduce the potential for fire hazards in the project area. Project operation would not exacerbate fire risk. **(Less than Significant Impact)**

d) Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The project would not introduce any new structures, residents, or employees in the vicinity of the project intersections. The project would result in a minor increase in impervious surface areas due to the proposed roadway widening, however, the project would not substantially alter drainage patterns at the project locations or exacerbate flooding or landslide risk. **(Less than Significant Impact)**

4.21 Mandatory Findings of Significance

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

As described in Section 4.4 Biological Resources, the project has the potential to impact white-tailed kite and migratory nesting birds. However, with implementation of MM BIO-1.1 through MM BIO-1.2, impacts to these species would be reduced to a less than significant level. As described in Section 4.5 Cultural Resources, the project has the potential to impact undiscovered buried archaeological resources that could be examples of major periods of California history or prehistory. The project would implement MM CUL-1.1, MM CUL-1.2, and MM CUL-2.1 as applicable in the event of a discovery to ensure that impacts to archaeological resources are reduced to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

b) Does the project have impacts that are individually limited, but cumulatively considerable?

According to 14 CCR § 15355, "Cumulative impacts" refers to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment which results from the incremental impact when added to other closely related past, present, and probable future projects. Table 4.21-1 provides a summary of projects within two miles of the project area.

Table 4.21-1: Cumulative Projects List

Project Name	Location	Description	Proximity to Project Site
2025 Annual Guardrail Repair, RDS 25-04	Various roadways throughout Napa County, including Silverado Trail.	The work for the project consists of repairs to guardrail infrastructure throughout Napa County.	The Annual Guardrail Repair project is located on various roads throughout Napa County, including segments along Silverado Trail.
HSIP Cycle 11 Guardrail and End Treatment Upgrades, RDS 22-26	Various roadways throughout Napa County, including Silverado Trail.	Napa County has received funding through Caltrans' Highway Safety Improvement Program (HSIP) grant program to provide improvements at thirteen (13) guardrail sections throughout the County, which include sections on: Deer Park Road, Howell Mountain Road, White Cottage Road, Tubbs Lane, Petrified Forest Road, and Silverado Trail.	The HSIP Cycle 11 Guardrail and End Treatment Upgrades project is located on various roads throughout Napa County, including segments along Silverado Trail.
Napa Valley Vine Trail from Yountville through St. Helena, RDS 23-19	The proposed trail alignment would generally follow the alignment of the Napa Valley Wine Train tracks between California Drive in Yountville and Whitehall Lane south of St. Helena.	The Napa Valley Vine Trail (Vine Trail) is a proposed 47-mile multi-use paved trail that will extend from the City of Calistoga to the Vallejo Ferry Terminal and connect to the San Francisco Bay Trail and Bay Area Ridge Trail. Many sections of the Vine Trail have been completed in the cities of Calistoga, Napa, American Canyon, Vallejo, and the Town of Yountville. The Yountville through St. Helena	Approximately 1.4 miles west of the Zinfandel Lane intersection at its nearest to the project site.

Project Name	Location	Description	Proximity to Project Site
		Segment remains a significant 11-mile-long gap between the existing 12.5-mile segment from Napa to Yountville and the nine-mile-long path under construction from Calistoga to St. Helena. The Project will provide a safe route to schools, jobs, services, and shopping.	
Verizon Gelow Site Telecommunication Facility Modification, P25-00092	1810 Monticello Road, Napa	Modification to an existing telecommunication facility.	Approximately one mile east of the Strawberry Patch intersection.
Patland Estate Vineyards – Use Permit, P24-00251	5017 Silverado Trail, Napa	Use Permit to establish a new 20,000-gallon winery and Exception to the Napa County Road and Street Standards.	Approximately 0.25-mile northeast of the Oak Knoll Avenue intersection.
Gonzales Vineyard Track I, P22-00220	1037 Loma Vista Drive, Napa	New Track I Erosion Control Plan (10.75 new gross acres; 6.4 gross acres of existing vineyard approved under permit #99404).	Approximately 0.7-mile east of the Oak Knoll Avenue intersection.
The Terraces Minor Modification, P20-00162	APN 030-060-018-000	Minor Modification for an increase in employees, number of visitors and marketing events. Conversion of portion of building to hospitality.	Approximately 0.28-mile east of the Zinfandel Lane intersection.
Schlatter Family Estate – Micro Winery Use Permit	1111 Conn Valley Road, St. Helena	Construct a new cave with two portal entries that will house production and hospitality, an exterior path connecting the two portals, and improvements to the existing driveway from Conn Valley Road.	Approximately 0.88-mile northeast of the Zinfandel Lane intersection.

Project Name	Location	Description	Proximity to Project Site
Benjamin Ranch Winery (formerly Frank Family), P13-00371	APN 030-120-016-000	Benjamin Ranch Winery seeks to construct a new winery (475,000 gallons per year) with 82,350 square feet of improvements including covered crush pad, with approximately 72,700 square feet dedicated to production and 9,650 square feet for accessory uses.	Approximately 1.28 miles southeast of the Zinfandel Lane intersection.

These projects would primarily result in environmental impacts during the construction phase. Construction-related environmental impacts would be limited, temporary, and reduced to a less than significant level with incorporation of the mitigation measures and conditions of approval described throughout this Initial Study. For these reasons, the projects would not make a considerable contribution toward a cumulative construction-related impact. The projects would not result in any permanent impacts that would contribute toward a cumulative impact. **(Less than Significant Impact with Mitigation Incorporated)**

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

The project would have the potential to cause adverse effects on human beings during the construction phase via air pollutant emissions, release of hazardous materials, and noise. As described in Section 4.3 Air Quality, project construction would last approximately 12 weeks and the project would incorporate the Air District's BMPs to reduce emissions and dust generated, resulting in a less than significant adverse health impact. As described in Section 4.9 Hazards and Hazardous Materials, the project would implement MM HAZ-1.1 and MM HAZ-1.2 to test soil and roadway materials prior to ground-disturbing activities and would properly dispose of any hazardous materials present, reducing impacts to construction workers and nearby residents and agricultural workers to a less than significant level. As described in Section 3.14 Noise, construction noise impacts are anticipated to be less than significant due to the limited nature of the project and the distance of the closest sensitive receptors from the Silverado Trail roadway. For these reasons, the project would not cause substantial adverse effects on human beings. **(Less than Significant Impact with Mitigation Incorporated)**

Section 5.0 References

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Section 6.0 Lead Agency and Consultants

6.1 Lead Agency

Napa County Public Works Department

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6.2 Consultants

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Environmental Consultants and Planners

Will Burns, Vice President & Principal Project Manager
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WRA, Inc.

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Section 7.0 Acronyms and Abbreviations

AB	Assembly Bill
ACM	asbestos-containing material
ADL	aerially deposited lead
Air District	Bay Area Air District
Bay Area	San Francisco Bay Area
bgs	below ground surface
CAAQS	California Ambient Air Quality Standard
CAL FIRE	California Department of Forestry and Fire Protection
Cal/OSHA	California Department of Industrial Relations, Division of Occupational Safety and Health
CalARP	California Accidental Release Prevention
CalEPA	California Environmental Protection Agency
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CGS	California Geological Survey
CLUP	Comprehensive Land Use Plan
CNEL	Community Noise Equivalent Level
CO	carbon monoxide
CRHR	California Register of Historical Resources
dBA	A-weighted decibel
DEH	Division of Environmental Health
DTSC	Department of Toxic Substances Control
DNL	Day/Night Average Sound Level
DPM	diesel particulate matter
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulations

FHSZ	Fire Hazard Severity Zone
FMMP	Farmland Mapping and Monitoring Program
General Plan	Napa County General Plan
GHG	greenhouse gas
HSIP	Highway Safety and Improvement Program
HSWA	Hazardous and Solid Waste Amendments
ibid	Same source as previous footnote
L_{eq}	Energy-Equivalent Sound/Noise Descriptor
L_{max}	Maximum A-weighted noise level during a measurement period
LBP	lead-based paint
LESA	California Land Evaluation and Site Assessment
LRA	Local Responsibility Area
MBTA	Migratory Bird Treaty Act
MND	Mitigated Negative Declaration
MRZ	mineral resource zone
NAAQS	National Ambient Air Quality Standard
NAHC	Native American Heritage Commission
NCP	National Contingency Plan
NESHAP	National Emission Standards for Hazardous Air Pollutants
NO_2	nitrogen dioxide
NOD	Notice of Determination
NO_x	nitrogen oxides
NRHP	National Register of Historic Places
O_3	ozone
PCB	polychlorinated biphenyls
PM	particulate matter
PM_{10}	particulate matter with a diameter of 10 microns or less
$PM_{2.5}$	particulate matter with a diameter of 2.5 microns or less
PPV	Peak Particle Velocity
RCRA	Resource Conservation and Recovery Act
RHNA	Regional Housing Need Allocation
ROG	reactive organic gases

ROW	right-of-way
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Board
SB	State Bill
SHMA	Seismic Hazards Mapping Act
Strawberry Patch	Napa Strawberry business located at 2149 Silverado Trail
SMARA	Surface Mining and Reclamation Act
SMGB	State Mining and Geology Board
SO_x	sulfur oxides
SR	State Route
SRA	State Responsibility Area
SWRCB	State Water Resources Control Board
TACs	Toxic Air Contaminants
TSCA	Toxic Substances Control Act
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
VMT	vehicle miles traveled
Williamson Act	California Land Conservation Act

Appendix A: Biological Resources Reconnaissance Survey

December 15, 2025

Attn: Will Burns
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Subject: Biological Resources Reconnaissance Survey – Silverado Trail Intersection Improvements Project, Napa County, California

Dear Will:

This letter provides the results of a Biological Resources Reconnaissance Survey (BRRS) in support of the proposed Silverado Trail Intersection Improvements Project (Project) located at three discrete sites along Silverado Trail in Napa County, California. Specifically, this report evaluates the potential for the Project Area to support special-status species, sensitive vegetation communities and aquatic features, as well as the potential for the Project to impact these resources. Both site visits and a desktop review were used for this assessment.

The greater area of evaluation includes the Project's disturbance footprint (Project Area) and a surrounding 25-foot buffer (Study Area). A summary of the three Project sites along Silverado Trail and the proposed work at each is as follows:[1]

- Strawberry Patch: Widening both lanes on Silverado Trail to provide room for a left-turn lane and acceleration lane in front of the Strawberry Patch (northbound).
- Oak Knoll Avenue: Widening the apron of the Oak Knoll Avenue intersection with Silverado Trail and installing a right turn lane; widening Silverado Trail on the southbound lane to provide a right turn lane. Flashing beacons and a new streetlight would also be installed along Silverado Trail.
- Zinfandel Lane: Flashing beacons and a new streetlight would be installed along Silverado Trail.

[1] *The work described does not include Project elements restricted entirely to existing hardscape (e.g., restriping, painting).*

Figures, including those showing land covers, are included as Attachment A. A list of plant species and wildlife species observed is included as Attachment B. Representative photographs of the Study Area are included as Attachment C.

SUMMARY OF RESULTS

The approximately 5-acre Study Area is composed primarily of development (existing paved roads and associated disturbed areas) and non-native ruderal grassland. Oak woodland intergrades a portion of the Study Area at the Strawberry Patch site. No aquatic features (e.g., wetlands, streams) are present within the Study Area except for a portion of one roadside stream at the Oak Knoll Avenue Study Area, which is being avoided by the Project.

Special-status plants known from the vicinity are assessed to have no potential to occur within the Study Area, and none were observed during site visits. One special-status bird, as well as non-status birds with baseline legal protections, have the potential to occur in and adjacent to the Study Area, including nesting. The Project will also necessarily remove six native oak trees (total) at two of the Study Area sites. Recommended mitigation/avoidance measures and best management practices have been developed and provided herein to address impacts to these resources.

METHODS

On May 29 and June 24, 2025, WRA, Inc. biologists Jason Yakich (author) and Aaron Arthur (plant and wetland biologist) visited and assessed all portions of the Study Area. Prior to the site visit, the WRA biologists reviewed literature resources and performed database searches to assess the potential for sensitive biological communities (e.g., wetlands) and special-status species (e.g., endangered plants), including:

- Soil Survey of Napa County (USDA 1978, USDA 2015)
- Napa 7.5-minute U.S. Geological Survey (USGS) quadrangle (USGS 2015)
- Contemporary aerial photographs (Google Earth 2025)
- National Wetlands Inventory (USFWS 2025)
- CNDDB (CDFW 2025a)
- CNPS Inventory (CNPS 2025a)
- Consortium of California Herbaria (CCH1, CCH2 2025)
- A Manual of California Vegetation, Online Edition (CNPS 2025b)
- Preliminary Descriptions of the Terrestrial Natural Communities (Holland 1986)
- California Natural Community List (CDFW 2025b)

Database searches (i.e., CNDDB, CNPS) focused on the Rutherford, Yountville, and Napa USGS 7.5-minute quadrangles for special-status plants. The special-status wildlife evaluation was based on database searches for the entirety of Napa County.

Following the remote assessment, the WRA biologists completed a field review to document: (1) land cover types (e.g., terrestrial communities, aquatic resources), (2) existing conditions and to determine if such provided suitable habitat for any special-status plant or wildlife species, (3) if

and what type of aquatic natural communities (e.g., wetlands, streams) were present, and (4) if special-status species were present.

Land Cover Types

During the site visits, WRA evaluated the species composition and area occupied by distinct vegetation communities, aquatic communities, and other land cover types. Aerial imagery was also used in the mapping of these classifications.

Terrestrial Land Covers

Terrestrial land cover types were mapped and evaluated across the entire Study Area. In most instances, communities are delineated based on distinct shifts in plant assemblage (vegetation) and follow the *California Natural Community List* (CDFW 2023), *Preliminary Descriptions of the Terrestrial Natural Communities of California* (Holland 1986), and *A Manual of California Vegetation, Online Edition* (CNPS 2025b). In some cases, it may be necessary to identify variants of community types or to describe non-vegetated areas that are not described in the literature; should an undescribed variant be used, it will be noted in the description.

Vegetation alliances (natural communities) with a CDFW Rank of 1 through 3 (globally critically imperiled (S1/G1), imperiled (S2/G2), or vulnerable (S3/G3), were evaluated as sensitive as part of this evaluation.[2] Additionally, any sensitive natural communities as described in the Napa County Baseline Data Report (NCBDR; Napa County 2005) or General Plan (Napa County 2008) were considered.

Aquatic Resources

Aquatic resources include Waters of the U.S., Waters of the State, and Streams, Lakes, and Riparian Habitat as defined in the CWA, Porter-Cologne Act, and CFGC, respectively. Napa County mandates setbacks from these aquatic resources and therefore requires mapping of the outward extent of such features. This site assessment does not constitute a formal wetland delineation; however, the surveys looked for superficial indicators of wetlands such as hydrophytic vegetation (i.e., plant communities dominated by wetland species), evidence of inundation or flowing water, saturated soils and seepage, and topographic depressions/swales. If sample points were taken, WRA followed the *Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Corps 2008).

If streams potentially jurisdictional under the CWA and/or the CFGC are noted on a site, they are delineated using a mix of surveyed topography data, high resolution aerial photographs, and a sub-meter GPS unit. The OHWM would be used to determine the extent of potential Section 404 jurisdiction, while the top-of-bank would be used to determine the extent of CFGC Section 1602 and 401. Streams with associated woody vegetation were assessed to determine if these areas would be considered riparian habitat by the CDFW following *A Field Guide to Lake and Streambed Alteration Agreements, Section 1600-1607, California Fish and Game Code* (CDFG 1994). Finally, all streams were assessed to determine if they meet the Napa County definition of “stream” pursuant to Napa County Code 18.108.030.

[2] *Ranking of CDFW List of Vegetation Alliances is based on NatureServe Rankings (NatureServe 2025).*

Special-status Species

General Assessment

Potential occurrence of special-status species in the Study Area was evaluated by first determining which special-status species occur in the greater vicinity through a literature and database review. Database searches for known occurrences of special-status species focused on the 7.5-minute USGS quadrangles mentioned above for special-status plants and the entirety of Napa County for special-status wildlife.

Suitable habitat conditions are based on physical and biological conditions of the site, as well as the professional expertise of the investigating biologists. The potential for each special-status species to occur in the Study Area was then determined according to the following criteria:

- No Potential. Habitat on and adjacent to the site is clearly unsuitable for the species requirements (foraging, breeding, cover, substrate, elevation, hydrology, plant community, site history, disturbance regime).
- Unlikely. Few of the habitat components meeting the species requirements are present, and/or the majority of habitat on and adjacent to the site is unsuitable or of very poor quality. The species is not likely to be found on the site.
- Moderate Potential. Some of the habitat components meeting the species requirements are present, and/or only some of the habitat on or adjacent to the site is unsuitable. The species has a moderate probability of being found on the site.
- High Potential. All of the habitat components meeting the species requirements are present and/or most of the habitat on or adjacent to the site is highly suitable. The species has a high probability of being found on the site.
- Present. Species is observed on the site or has been recorded (i.e. CNDDB, other reports) on the site in the recent past.

Special-status Plants

To determine the presence or absence of special-status plant species, focused surveys were conducted within Study Area on May 29 and June 24, 2025. The surveys correspond to the period sufficient to observe and identify those special-status plants determined to have the potential to occur. The field surveys were conducted by a botanist familiar with the flora of Napa and surrounding counties. The surveys were performed in accordance with those outlined by Napa County (2016b), which follow those described by resource experts and agencies (CNPS 2001, CDFW 2018b, USFWS 1996). Plants were identified using *The Jepson Manual, 2nd Edition* (Baldwin et. al. 2012) and Jepson Flora Project (eFlora 2025), to the taxonomic level necessary to determine whether they were sensitive. Plant names follow those of Jepson Flora Project (eFlora 2025), unless otherwise noted.

Special-status Wildlife

A general wildlife assessment was performed on May 29 and June 24, 2025. This assessment consisted of traversing the entirety of the 5-acre Study Area and directly adjacent areas. Habitat elements required or associated with certain species (e.g., California red-legged frog) or species groups (e.g., bats, anadromous fish) were searched for and noted. Such habitat elements include, but are not limited to plant assemblages and vegetation structure; stream depth, width,

hydro-period, slope, and bed-and-bank structure; rock outcrops, caves, cliffs, overhangs, and substrate texture and rock content; history of site alteration and contemporary disturbances; etc.

Wildlife Corridors

To account for potential impacts to wildlife movement/migratory corridors, biologists reviewed maps from the California Essential Connectivity Project (CECP) by Caltrans (2010) and CDFW's Biogeographic Information and Observation System (BIOS) (CDFW 2025b), as well as the NCBDR (Napa County 2005). The CECP maps both 1) "Natural Landscape Blocks," or discrete areas of mostly natural land covers that support biodiversity, and 2) "Essential Connectivity Areas" that provide ecological connectivity between the former. Additionally, aerial imagery (Google 2025) for the local area was referenced to assess if local core habitat areas were present within or connected to the Study Area. This assessment was refined based on observations of on-site physical and/or biological conditions.

REGULATORY SETTING

The following natural resources are protected under one or more federal, state and/or local (County) regulations, or are otherwise considered sensitive under the California Environmental Quality Act (CEQA). They are addressed in subsequent sections of the report as relevant.

Federal and State –Land Cover Types

Waters of the U.S.: protected under the Clean Water Act (CWA), administered by the Environmental Protection Agency and U.S. Army Corps of Engineers (Corps):

- Includes wetlands, streams, rivers, and other aquatic habitats meeting the guidance issued by the Corps
- Projects that would impact such features would require a Section 404 permit from the Corps

Waters of the State: protected under the Porter-Cologne Act, administered by the Regional Water Quality Control Board (RWQCB):

- Includes surface water or groundwater, including saline waters, within the boundaries of the state, and are generally delineated following the guidance issued by the Corps
- Projects that would impact such features would require Waste Discharge Requirements issued by the RWQCB

Streams, Lakes, and Riparian Habitat: protected under the California Fish and Game Code (CFGC), administered by the California Department of Fish and Wildlife (CDFW):

- Includes creeks and rivers (bodies where water flows at least periodically or intermittently through a bed or channel having banks and supports fish or other aquatic life), and vegetation adjacent to associated with such (riparian habitat)
- Projects that would impact such features would require a Lake and Streambed Alteration Agreement with the CDFW

Sensitive Natural Communities: include land cover types that fulfill special functions or have special values and must be considered and evaluated under CEQA (CCR Title 14, Div. 6, Chap. 3, Appendix G):

- Vegetation communities ranked as "threatened" or "very threatened" by CDFW (2022b)

- Vegetation alliances ranked globally (G) or statewide (S) as 1 through 3 in the CNDDB based on NatureServe's (2020) methodology
- Sensitive natural communities identified in local or regional plans, policies, or regulations (e.g., see canopy retention requirements below)

Wildlife Movement Corridors: Movement and migratory corridors for native wildlife (including aquatic corridors) as well as wildlife nursery sites are given special consideration under CEQA.

Federal and State – Special-Status Species

Listed Plant and Wildlife Species including Critical Habitat: protected under one or more of the Federal Endangered Species Act (ESA), California Endangered Species Act (CESA), CFGC, and/or California Native Plant Protection Act (CNPPA) administered by the U.S. Fish and Wildlife Service (USFWS), and/or CDFW:

- Includes plants listed under the ESA, CESA, and/or CNPPA
- Includes wildlife listed under the ESA and/or CESA
- Projects that would impact such species require consultation with the USFWS and/or CDFW
- Projects conducted by, funded by, or permitted by the federal government in designated critical habitat (for federal listed species) require consultation with USFWS

Other Special-status Plant and Wildlife Species: considered for protection through CEQA:

- Includes plants ranked 1, 2, or 3 on the California Native Plant Society's (CNPS) inventory[3]
- Includes Species of Special Concern (SSC) listed by CDFW, and wildlife listed as Fully Protected Species by the CFGC
- Bat species assigned a "High" or "Medium-high" conservation priority ranking by the Western Bat Working Group (WBWG; 2025)
- Projects subject to CEQA would be analyzed to determine if impacts to such species are potentially "significant"

Nesting Birds: baseline protections provided under the federal Migratory Bird Treaty Act (MBTA) and CFGC:

- Includes the nest, eggs, young, and adults of most native species (MBTA, CFGC) and some non-native species (CFGC; i.e., sections 3503, 3503.5 and 3513)
- Projects that would impact breeding birds would require avoidance (typically setbacks) to allow the birds to complete their reproductive life cycle

Napa County Regulations

The Study Area is within unincorporated Napa County and is subject to the Napa County General Plan (Napa County 2008). Conditions in the General Plan relevant to the Study Area and proposed project include species of local concern (named "Locally Rare"), stream and wetland protections, forest/woodland canopy retention, and wildlife corridors (as defined above).

[3] *Rank 4 species are typically only afforded protection under CEQA when such species are particularly unique to the locale (e.g., range limit, low abundance/low frequency, limited habitat) or are otherwise considered locally rare; this is applicable to some Rank 4 plants in Napa County.*

Stream and Wetland Setbacks: Napa County Code (NCC) 18.108.025 requires stream and wetland setbacks for new land clearings:

- "Stream" is defined by NCC (18.108.030) as: (1) a watercourse designated as a "blue-line" stream by the U.S. Geological Survey; (2) any watercourse which has a well-defined channel with a depth greater than four feet and banks steeper than 3:1 and contains hydrophilic, riparian and/or woody-vegetation; or (3) those watercourses listed in Resolution No. 94-19
- Specified stream setbacks correspond to slope, and range from 35 feet (< 1 percent slope) to 150 feet (60-70 percent slope)
- A minimum 35-foot setback is required for ephemeral or intermittent streams not meeting Napa County's criteria for a stream
- A minimum 50-foot setback is required from the delineated edge of a wetland boundary

Vegetative Canopy Protection: The Water Quality and Tree Protection Ordinance (2019) modified NCC 18.108 to strengthen existing protections for woodland/forest canopy:

- In Agricultural Watershed zoning districts, 70 percent canopy retention is required based on vegetation that existed within the parcel in June 2016
- In Agricultural Watershed zoning districts, trees within oak woodland and coniferous forest land covers must be preserved or otherwise mitigated for at a minimum 3:1 ratio (as measured in acreage)
- Alternatively, the removal of any vegetation canopy cover may be mitigated by permanent replacement at a minimum 2:1 ratio, where the project includes substantial public benefits as determined by the director

Additionally, Policy CON-24 in the General Plan requires that oak woodland impacts be mitigated (including via preservation) at a minimum 2:1 ratio.

RESULTS

Land Cover Types

As shown in Figure A-2 (Attachment A) and summarized in Table 1, WRA observed two non-sensitive land cover types within the Study Area, ruderal grassland and developed, and two sensitive land cover types of valley oak woodland and ephemeral stream.

Table 1. Vegetation Community and Land Cover Types

LAND COVER TYPE	ACRES WITHIN STUDY AREA			
	ZINFANDEL LN.	OAK KNOLL AVE.	STRAWBERRY PATCH	TOTAL
Non-Sensitive				
Developed	0.5	0.8	1.2	2.5
Ruderal grassland	0.4	0.5	1.2	2.1
Sensitive				
Valley oak woodland	--	--	0.4	0.4
Ephemeral stream	--	<0.01	--	<0.01
Total Study Area	**0.9**	**1.3**	**2.8**	**5.0**

Terrestrial Land Covers

Developed areas (no vegetation type). Non-sensitive. CDFW Rank: None. The Study Area contains a total of 2.5 acres of developed area. Most of this acreage is comprised of existing paved road surfaces including the compacted shoulders, and other associated hardscape such as driveway entrances. Other developed substrates include vineyards and landscaping. Vegetation consists of overhanging trees, landscape species, and disturbance-affiliated annual herbs. Dominant species include coast live oak (*Quercus agrifolia*), valley oak (*Quercus lobata*), olive (*Olea europaea*), Queen Anne's lace (*Daucus carota*), prickly lettuce (*Lactuca serriola*), red sandspurry (*Spergularia rubra*), and English plantain (*Plantago lanceolata*).

Ruderal grassland (no vegetation alliance). CDFW Rank: None. Ruderal grasslands are located throughout California, on all aspects and topographic positions. They are underlain by soils that are still intact/native but have been degraded to an extent that the vegetation is dominated by disturbance-adapted non-native plants. Within the Study Area, this community is located adjacent to paved road footprints and otherwise at the margins of the three sites. These ruderal grasslands feature a low diversity of native plant species and are otherwise influenced by historic and potential repeated soil management.

The Study Area contains 2.1 acres of ruderal grassland. This land cover type is similar at all three sites and dominated by non-native herbs including slim oat (*Avena barbata*), soft chess (*Bromus hordeaceus*), ripgut brome (*Bromus diandrus*), Harding grass (*Phalaris aquatica*), wild radish (*Raphanus sativus*), and spring vetch (*Vicia sativa*). Late-summer forbs include chicory (*Cichorium intybus*), field bindweed (*Convolvulus arvensis*), Queen Anne's lace (*Daucus carota*), fennel (*Foeniculum vulgare*), and bristly ox-tongue (*Helminthotheca echioides*). Napa County, CDFW, and other resource agencies do not consider these grasslands sensitive.

Valley oak woodland (*Quercus lobata* Woodland Alliance); CDFW Rank G3S3. Valley oak woodland is typically situated on deep, poorly drained clay soils in valley bottoms, alluvial floodplains, and lower slopes (Sawyer et al. 2009, CNPS 2025b). These woodlands range

throughout the Coast Ranges, Sierra Nevada Foothills, Transverse Ranges, and Peninsular Ranges, from Mendocino County south to San Diego County (CNPS 2025b).

The Study Area contains 0.4 acre of valley oak woodland with is entirely situated east of Silverado Trail in the Strawberry Patch Study Area (Attachment A). The canopy is continuous and dominated by valley oak (*Quercus lobata*), with subdominant coast live oak (*Q. agrifolia*) and California bay (*Umbellularia californica*). The understory is dominated by a mix of native and non-native species including poison oak (*Toxicodendron diversilobum*), upright snowberry (*Symphoricarpos albus*), California rose (*Rosa californica*), endive daisy (*Rhagadiolus stellatus*), Pacific sanicle (*Sanicula crassicaulis*), and mugwort (*Artemisia douglasiana*). The CDFW considers valley oak woodland sensitive, as does Napa County under the General Plan Conservation Element Policy CON-24 (oak woodland retention).

Aquatic Resources

Ephemeral (to Intermittent) Stream. CWA Section 404/401. Rank: None. The Study Area contains a portion of one stream on the north edge of Oak Knoll Avenue, west of Silverado Trail. This stream contains an ephemeral to intermittent hydroperiod with flows typically only during and immediately following substantial rainfalls, though it may flow longer in wetter years; it was dry during both of WRA's site visits. The bed is a mix of sediments, gravel, and cobble, while the banks are a mix of finer sediments and cobbles and contain woody non-riparian vegetation. This stream's reach within and adjacent to (west of) the Oak Knoll Study Area appears to have been straightened to accommodate Oak Knoll Avenue, but it returns to a natural sinuosity downstream and off-site. It is not mapped on the Napa 7.5-minute quadrangle (USGS 2015), but is mapped, albeit inaccurately, as Riverine in the National Wetlands Inventory (NWI; USFWS 2025a) and as Fluvial in the California Aquatic Resources Inventory (CARI; SFEI 2025). The stream flows approximately 0.4 river miles where it enters the Napa River; therefore, it is likely jurisdictional under Section 404/401 of the CWA and Section 1602 of the CFGC. Likewise, it appears to meet the Napa County stream definition pursuant to Napa County Code 18.108.025.

Special-status Plant Species

Based upon a review of the resources and databases (CNPS [2025] and CNNDB [CDFW 2025]) for the Rutherford, Yountville, and Napa 7.5-minute USGS quadrangles, a total of 46 special-status plant species have been documented in the vicinity of the Study Area.[4] All 46 special-status plants documented from the greater vicinity are unlikely or have no potential to occur for one or more of the following:

- Hydrologic conditions (e.g., wetland, tidal, riverine) necessary to support the special-status plant species are not present in the Study Area.
- Edaphic (soil) conditions (e.g., volcanic tuff, serpentine) necessary to support the special-status plant species are not present in the Study Area.
- Topographic conditions (e.g., north-facing slope, montane) necessary to support the special-status plant species are not present in the Study Area.
- Unique pH conditions (e.g., alkali scalds, acidic bogs) necessary to support the special-status plant species are not present in the Study Area.

[4] *As per these databases, there are no documented occurrences of special-status mosses, bryophytes or lichens in Napa County.*

- Associated natural communities (e.g., interior chaparral, tidal marsh) necessary to support the special-status plant species are not present in the Study Area.
- The Study Area is geographically isolated (e.g., below elevation, coastal environ) from the documented range of the special-status plant species.
- Land use history and contemporary management (e.g., absence of mowing or grazing) has degraded the localized habitat necessary to support the special-status plant species.

As anticipated given the conditions present, no special-status plants were observed during the May 29 and June 24, 2025 site visits.

Special-status Wildlife Species

A total of 58 special-status wildlife species have been documented in Napa County (CDFW 2025a, Napa County 2005). One species has the potential to occur within and adjacent to the Study Area. The remaining 57 species are unlikely or have no potential to occur due to one or more of the following reasons:

- Aquatic habitats (e.g., perennial aquatic features- ponds, rivers, estuaries) necessary to support the special-status wildlife species are not present in the Study Area.
- Vegetation habitats (e.g., coast redwood forest, coastal prairie, dense emergent marsh) that provide nesting and/or foraging resources necessary support the special-status wildlife species are not present in the Study Area.
- Physical structures and vegetation (e.g., trees, mines/caves, riparian forest) necessary to provide nesting, cover, and/or foraging habitat to support the special-status wildlife species are not present in the Study Area.
- Host plants (e.g., dog violet, harlequin lotus) necessary to provide larval and nectar resources for the special-status wildlife species are not present in the Study Area.
- The Study Area is outside (e.g., north of, west of) of the special-status wildlife species documented local range (including breeding range for birds).

Special-status Wildlife with Potential to Occur

White-tailed kite (*Elanus leucurus*). CDFW Fully Protected Species. High Potential. The white-tailed kite is resident year-round in open to semi-open habitats throughout the lower elevations of California, including grasslands, savannahs, woodlands, agricultural areas, and wetlands. Vegetative structure and prey availability seem to be more important habitat elements than associations with specific plants or vegetative communities (Dunk 1995). Nests are constructed mostly of twigs and placed in trees, often at habitat edges. Nest trees are highly variable in size, structure, and immediate surroundings, ranging from shrubs to trees greater than 150 feet tall (Dunk 1995). This species preys upon a variety of small mammals, as well as other vertebrates and invertebrates.

The Study Area (all three sites) and surrounds provide suitable year-round habitat for white-tailed kites, including stands and rows of trees for nesting and open areas in proximity for foraging. Trees along Silverado Trail itself are unlikely to be used for nesting given routine ambient disturbances, though other trees within approximately 500 feet may be used. Although no indication of on-site nesting was observed during WRA's site visits, there is still potential for such to occur in the future.

No special-status wildlife species were observed in the Study Area during WRA's site visits, including white-tailed kite.

Wildlife Corridors

The Study Area (all three components) is not within a wildlife corridor as mapped by Caltrans (2010) and CDFW (2025b) and does not provide any landscape-level corridor functions. The Study Area and surrounds are situated within predominantly developed viticultural and low-density residential land on the eastern side of Napa Valley. The Project consists of road widening and other relatively minor modifications to existing paved roads that will not alter local land covers in any meaningful way, resulting in no impacts to local wildlife movement. Nearby water courses with riparian woodland and associated understory vegetation presumably provide local movement habitat for wildlife, and all such areas will be fully avoided by the Project.

ANALYSIS AND RECOMMENDATIONS

Terrestrial Land Covers

The bulk of the Study Area consists of the non-sensitive land cover types of developed and ruderal grassland. The Strawberry Patch Study Area supports valley oak woodland, which is considered sensitive by CDFW and is also subject to Napa County's protective measures for oak woodland; the relevant portions of the Study Area are within the County's Agricultural Preserve zoning district. According to the Project's Arborist Report by American Tree Medics (2025) and a subsequent addendum (December 2025), three oak trees along Silverado Trail in this area (within a County right-of-way) will necessarily be removed to accommodate the Project. However, this woodland will remain unimpacted overall and will continue to provide habitat value for local wildlife, particularly birds and small mammals. Additionally, three oak trees on private property (not mapped as a woodland component) at the Oak Knoll Avenue Study Area will be necessarily removed. While the County will presumably ultimately decide how to offset these removals in the context of its policies, the following is recommended as means to sufficiently offset the loss of these six trees.

> Recommendation 1: As per Policy CON-24 in the General Plan, replacement native oak trees should be planted at a minimum 2:1 ratio, i.e., at least 12 trees planted to compensate for the six removed. The oaks should be planted on the edge of the Valley Oak Woodland in the Strawberry Patch Study Area, and in suitable location(s) at or in proximity to the Oak Knoll Study Area. Given that space for planting may be limited at the Oak Knoll Study Area, there should be flexibility regarding planting location that allows for a greater (disproportionate) number of trees to be planted at the Strawberry Patch Study Area. The replacement trees should be of the same species as those removed. Container size should be at least 5-gallon, and for smaller oak plantings caging, mulching, vertical support staking, and irrigation should be deployed at the time of planting to increase the likelihood of survival. If after three years 12 (or more) planted trees have survived, then the tree replacement effort will be considered a success; otherwise, additional oaks should be installed to fulfill the minimum 2:1 requirement.

Aquatic Features

As noted above, the Oak Knoll Avenue Study Area contains an ephemeral/intermittent stream. The Project Area is located less than 10 feet from this stream, but the Project will not fill, dredge,

or otherwise disrupt the bed or bank of the stream. The following recommendation would protect the integrity of this stream and water quality.

> Recommendation 2: To the extent feasible, construction activities should occur during the dry season (April 1 through October 15). If rainfall is in the forecast, standard erosion control measures (e.g., straw waddles, bales) should be deployed on the Project Area edge perpendicular to the stream. Construction personnel should be informed of the location of the stream with both silt fencing and high visibility flagging or staking prior to construction. All materials and equipment should be laid down as far from the stream as is feasible, and spill prevention materials should be on the ready and deployable for all construction equipment.

Special-Status Plants

The Study Area does not have the potential to support special-status plants, and no such species were observed during site visits in May and June of 2025. Therefore, the Project will not result in impacts to special-status plants and no further actions related to these species are warranted.

Special-Status Wildlife

The Study Area has the potential to support one special-status wildlife species, as well as non-status birds protected under the MBTA and CFGC. The following measures are recommended to avoid or otherwise minimize potential impacts to these species.

White-tailed Kite and Other Nesting Birds: In addition to white-tailed kite, various non-status bird species with baseline protections under the MBTA and CFGC may use vegetation within and adjacent to the Study Area for nesting. It is WRA's understanding that vegetation removal and initial ground disturbance will necessarily occur during the general nesting bird season (from February 1 to August 31). Pre-construction surveys are recommended to ensure that the implementation of the Project would not impact any nesting birds.

> Recommendation 3: If vegetation removal and/or initial ground disturbance occur during the general nesting bird season (February 1 to August 31), a pre-construction nesting bird survey should be performed by a qualified biologist no more than 14 days prior to the initiation of tree removal or ground disturbance. The survey should cover the Project Area (including tree removal areas) and surrounding areas within 500 feet, as accessible (to cover white-tailed kite and other raptors). If active bird nests are found during the survey, an appropriate no-disturbance buffer should be established by the qualified biologist. Buffer sizes may vary dependent on bird species, location and setting of the nest, levels of ambient disturbance near the nest, and other factors. Once it is determined that the young have fledged (left the nest) or the nest otherwise becomes inactive (e.g., due to predation), the buffer may be lifted, and work may be initiated within the buffer.

Wildlife Corridors

As outlined above, the Study Area consists primarily of paved roads and directly associated disturbed areas within a viticultural and low-density residential setting. No impacts to wildlife

movement are anticipated due to the Project, and no further actions related to such movement are warranted.

Please contact me with any questions.

Sincerely,



Jason Yakich
Senior Biologist

ENCLOSURES:

Attachment A. Figures
Figure 1 – Project Location
Figure 2 – Land Covers
Attachment B. Observed Species
Attachment C. Representative Photographs

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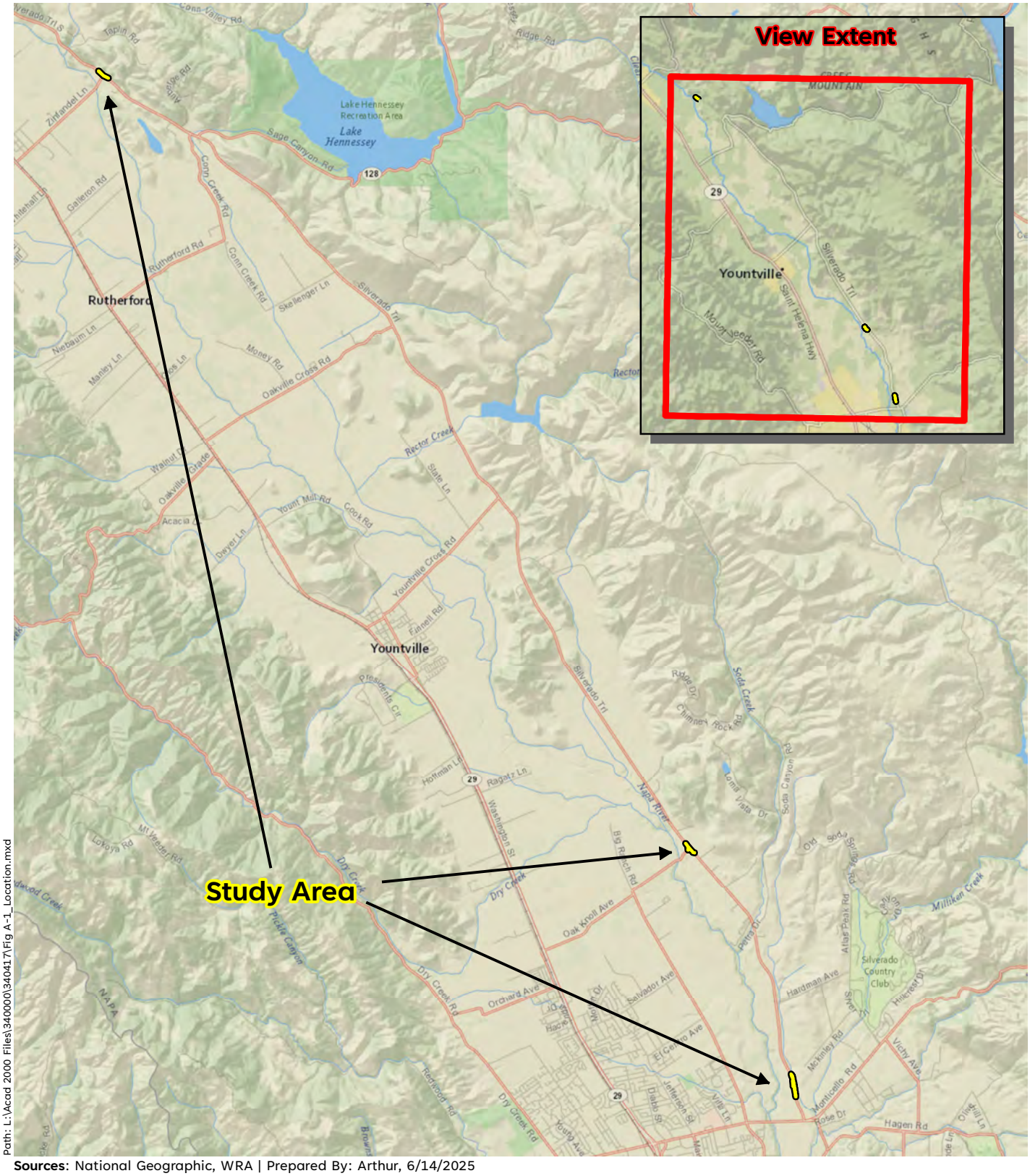
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ATTACHMENT A – FIGURES



Path: L:\Acad 2000 Files\340000\340417\Fig A-1_Location.mxd

Sources: National Geographic, WRA | Prepared By: Arthur, 6/14/2025

Figure A-1. Study Area (x3) Locations

Silverado Trail Intersection Improvement Project
Napa County, CA

N

0 2 4 Miles

wra Environmental Consultants



Path: L:\Acad 2000 Files\340000\340417\Fig A-2c_Strawberry.mxd

Sources: DigitalGlobe 2016 Aerial, WRA | Prepared By: Arthur, 6/23/2025

Figure A-2a. Land Cover: Study Area (Strawberry Patch)

Silverado Trail Intersection Improvement Project
Napa County, CA

0 100 200 Feet

N

wra Environmental Consultants



Path: L:\Acad 2000 Files\340000\340417\Fig A-2b_Oak Knoll.mxd

Sources: DigitalGlobe 2016 Aerial, WRA | Prepared By: Arthur, 6/23/2025

Figure A-2b. Land Cover: Study Area (Oak Knoll Ave.)

Silverado Trail Intersection Improvement Project
Napa County, CA

0 50 100 Feet

N

wra Environmental Consultants



Sources: DigitalGlobe 2016 Aerial, WRA | Prepared By: Arthur, 6/23/2025

Figure A-2c. Land Cover: Study Area (Zinfandel Lane)

Silverado Trail Intersection Improvement Project
Napa County, CA

0 50 100 Feet

N

wra Environmental Consultants

ATTACHMENT B – OBSERVED SPECIES

Table B-1. Plant species observed in the Study Area: May 29 and June 24, 2025

FAMILY	SCIENTIFIC NAME	COMMON NAME	LIFE FORM	ORIGIN	RARE STATUS[1]	INVASIVE STATUS[2]	WETLAND INDICATOR[3]	STUDY AREA[4]		
								ZL	OK	SP
Agavaceae	*Chlorogalum pomeridianum*	common soap plant	perennial forb	native	--	--	NL			x
Alismataceae	*Alisma triviale*	water plantain	perennial forb	native	--	--	OBL			x
Anacardiaceae	*Toxicodendron diversilobum*	poison oak	deciduous shrub	native	--	--	FACU			x
Apiaceae	*Daucus carota*	Queen Anne's lace	perennial forb	non-native	--	assessed	UPL	x	x	
Apiaceae	*Foeniculum vulgare*	fennel	perennial forb	non-native	--	high	NL			x
Apiaceae	*Sanicula crassicaulis*	Pacific sanicle	perennial forb	native	--	--	NL			x
Apiaceae	*Torilis arvensis*	hedge parsley	annual forb	non-native	--	moderate	NL			x
Araceae	*Zantedeschia aethiopica*	calla lily	perennial forb	non-native	--	limited	OBL		x	
Asteraceae	*Artemisia douglasiana*	mugwort	perennial forb	native	--	--	FAC			x
Asteraceae	*Baccharis pilularis*	coyote brush	evergreen shrub	native	--	--	NL			x
Asteraceae	*Calendula arvensis*	field marigold	annual forb	non-native	--	--	NL	x		x
Asteraceae	*Carduus pycnocephalus*	Italian thistle	annual forb	non-native	--	moderate	NL			x
Asteraceae	*Centaurea solstitialis*	yellow star thistle	annual forb	non-native	--	high	NL	x	x	x
Asteraceae	*Cichorium intybus*	chicory	perennial forb	non-native	--	--	FACU	x	x	x
Asteraceae	*Hypochaeris radicata*	rough cat's-ear	perennial forb	non-native	--	moderate	FACU	x	x	
Asteraceae	*Lactuca serriola*	prickly lettuce	annual forb	non-native	--	assessed	FACU	x	x	x
Asteraceae	*Leontodon saxatilis* ssp. *longirostris*	hawkbit	annual forb	non-native	--	--	FACU		x	
Asteraceae	*Rhagadiolus stellatus*	endive daisy	annual forb	non-native	--	--	NL			x
Asteraceae	*Sonchus oleraceus*	common sow thistle	annual forb	non-native	--	--	NL			x
Asteraceae	*Tragopogon porrifolius*	purple salsify	perennial forb	non-native	--	--	NL			x
Brassicaceae	*Brassica nigra*	black mustard	annual forb	non-native	--	moderate	NL	x	x	x
Brassicaceae	*Raphanus sativus*	wild radish	perennial forb	non-native	--	limited	NL		x	x
Caprifoliaceae	*Symphoricarpos albus*	upright snowberry	deciduous shrub	native	--	--	FACU			x
Caryophyllaceae	*Cerastium glomeratum*	mouse-ear chickweed	annual forb	non-native	--	--	UPL			x
Caryophyllaeae	*Spergularia rubra*	red sandspurry	perennial forb	non-native	--	--	FAC	x		

FAMILY	SCIENTIFIC NAME	COMMON NAME	LIFE FORM	ORIGIN	RARE STATUS[1]	INVASIVE STATUS[2]	WETLAND INDICATOR[3]	STUDY AREA[4]		
								ZL	OK	SP
Convolvulaceae	*Convolvulus arvensis*	field bindweed	perennial forb	non-native	--	assessed	NL			x
Cucurbitaceae	*Marah fabacea*	California manroot	perennial vine	native	--	--	NL			x
Cupressaceae	*Sequoia sempervirens*	coast redwood	evergreen tree	native	--	--	NL			x
Cyperaceae	*Cyperus eragrostis*	tall flat-sedge	perennial graminoid	native	--	--	FACW		x	x
Euphorbiaceae	*Croton setiger*	turkey mullein	annual forb	native	--	--	NL	x		
Euphorbiaceae	*Euphorbia lathyrism*	moleplant	perennial forb	non-native	--	assessed	NL		x	
Fabaceae	*Acmispon americanus*	American lotus	annual forb	native	--	--	NL	x	x	x
Fabaceae	*Trifolium hirtum*	rose clover	annual forb	non-native	--	moderate	NL		x	x
Fabaceae	*Vicia sativa*	garden vetch	annual forb	non-native	--	--	FACU			x
Fabaceae	*Vicia villosa*	woolly-pod vetch	annual forb	non-native	--	--	NL		x	x
Fagaceae	*Quercus agrifolia*	coast live oak	evergreen tree	native	--	--	NL		x	x
Fagaceae	*Quercus lobata*	valley oak	deciduous tree	native	--	--	FACU		x	x
Geraniaceae	*Geranium dissectum*	cutleaf geranium	annual forb	non-native	--	moderate	NL	x		x
Geraniaceae	*Geranium purpureum*	herb robert	perennial forb	non-native	--	--	NL			x
Hypericaceae	*Hypericum perforatum*	Klamath weed	perennial forb	non-native	--	moderate	FACU		x	
Juglandaceae	*Juglans hindsii*	black walnut	deciduous tree	native	--	--	FAC			x
Juncaceae	*Juncus patens*	common rush	perennial graminoid	native	--	--	FACW			x
Lauraceae	*Umbellularia californica*	California bay	evergreen tree	native	--	--	FAC			x
Myrsinaceae	*Lysimachia arvensis*	scarlet pimpernel	annual forb	non-native	--	--	NL			x
Oleaceae	*Fraxinus latifolia*	Oregon ash	deciduous tree	native	--	--	FACW			x
Oleaceae	*Olea europaea*	olive	evergreen tree	non-native	--	limited	NL			x
Onagraceae	*Epilobium brachycarpum*	annual willowherb	annual forb	native	--	--	FAC		x	x
Papaveraceae	*Eschscholzia californica*	California poppy	perennial forb	native	--	--	NL			x
Plantaginaceae	*Kickxia elatine*	sharpleaf cancerwort	perennial forb	non-native	--	--	UPL			x
Plantaginaceae	*Plantago lanceolata*	English plantain	perennial forb	non-native	--	limited	FAC	x	x	x
Poaceae	*Aira caryophyllea*	silver hairgrass	annual graminoid	non-native	--	assessed	FACU		x	
Poaceae	*Avena barbata*	wild oat	annual graminoid	non-native	--	moderate	NL	x	x	x

FAMILY	SCIENTIFIC NAME	COMMON NAME	LIFE FORM	ORIGIN	RARE STATUS[1]	INVASIVE STATUS[2]	WETLAND INDICATOR[3]	STUDY AREA[4]		
								ZL	OK	SP
Poaceae	*Briza minor*	little rattlesnake grass	annual graminoid	non-native	--	--	FAC		x	
Poaceae	*Bromus catharticus*	Chilean brome	perennial graminoid	non-native	--	--	NL			x
Poaceae	*Bromus diandrus*	rip-gut brome	annual graminoid	non-native	--	moderate	NL			x
Poaceae	*Bromus hordeaceus*	soft chess	annual graminoid	non-native	--	limited	FACU	x	x	x
Poaceae	*Cynosurus echinatus*	dogtail grass	annual graminoid	non-native	--	moderate	NL		x	
Poaceae	*Dactylis glomerata*	orchard grass	perennial graminoid	non-native	--	limited	FACU			x
Poaceae	*Danthonia californica*	California oat grass	perennial graminoid	native	--	--	FAC		x	
Poaceae	*Elymus glaucus*	blue wildrye	perennial graminoid	native	--	--	FACU			x
Poaceae	*Festuca perennis*	Italian rye grass	annual graminoid	non-native	--	moderate	FAC		x	x
Poaceae	*Hordeum brachyantherum*	meadow barley	perennial graminoid	native	--	--	FACW			x
Poaceae	*Hordeum marinum*	Mediterranean barley	annual graminoid	non-native	--	moderate	FAC		x	x
Poaceae	*Hordeum murinum*	mouse barley	annual graminoid	non-native	--	moderate	FAC	x		x
Poaceae	*Phalaris aquatica*	harding grass	perennial graminoid	non-native	--	moderate	FACU			x
Poaceae	*Polypogon monspeliensis*	rabbit's-foot grass	annual graminoid	non-native	--	limited	FACW			x
Polygonaceae	*Rumex crispus*	curly dock	perennial forb	non-native	--	limited	FAC	x	x	x
Rosaceae	*Prunus cerasifera*	cherry plum	deciduous tree	non-native	--	limited	NL			x
Rosaceae	*Rosa californica*	California rose	evergreen shrub	native	--	--	FAC			x
Rosaceae	*Rubus armeniacus*	Himalayan blackberry	evergreen shrub	non-native	--	high	FAC			x
Rosaceae	*Rubus leucodermis*	western raspberry	evergreen shrub	native	--	--	FACU		x	x
Scrophulariaceae	*Scrophularia californica*	bee plant	perennial forb	native	--	--	FAC			x
Vitaceae	*Vitis vinifera*	wine grape	deciduous vine	non-native	--	--	NL		x	x

All species identified using the *Jepson Manual, 2nd Edition* (Baldwin et al. 2012), *The Jepson Flora Project* (eFlora 2025), and *A Flora of Napa County* (Ruygt 2020); nomenclature follows *The Jepson Flora Project* (eFlora 2025) unless otherwise noted

Sp.: "species", intended to indicate that the observer was confident in the identity of the genus but uncertain which species
Cf.: "*confer*" or "compared with", intended to indicate a species appeared to the observer to be specific, but was not identified based on diagnostic characters

[1]Rare Status: The CNPS Inventory of Rare and Endangered Plants (CNPS 2025a)

FE:	Federal Endangered
FT:	Federal Threatened
SE:	State Endangered
ST:	State Threatened
SR:	State Rare
LR	Locally Rare
CRPR 1A:	Plants presumed extirpated in California and either rare or extinct elsewhere
CRPR 1B:	Plants rare, threatened, or endangered in California and elsewhere
CRPR 2A:	Plants presumed extirpated in California, but more common elsewhere
CRPR 2B:	Plants rare, threatened, or endangered in California, but more common elsewhere
CRPR 3:	Plants about which we need more information – a review list
CRPR 4:	Plants of limited distribution – a watch list

[2]Invasive Status: California Invasive Plant Inventory (Cal-IPC 2006)

High:	Severe ecological impacts; high rates of dispersal and establishment; most are widely distributed ecologically.
Moderate:	Substantial and apparent ecological impacts; moderate-high rates of dispersal, establishment dependent on disturbance; limited moderate distribution ecologically
Limited:	Minor or not well documented ecological impacts; low-moderate rate of invasiveness; limited distribution ecologically
Assessed:	Assessed by Cal-IPC and determined to not be an existing current threat

[3]Wetland Status: National List of Plant Species that Occur in Wetlands, Arid West Region (Corps 2022)

OBL:	Almost always a hydrophyte, rarely in uplands
FACW:	Usually a hydrophyte, but occasionally found in uplands
FAC:	Commonly either a hydrophyte or non-hydrophyte
FACU:	Occasionally a hydrophyte, but usually found in uplands
UPL:	Rarely a hydrophyte, almost always in uplands
NL:	Rarely a hydrophyte, almost always in uplands
NI:	No information; not factored during wetland delineation

[4]Study Area

ZL:	Zinfandel Lane
OK:	Oak Knoll Avenue
SP:	Strawberry Patch

Table B-2. Wildlife species observed in and around the Study Area: May 29 and June 24, 2025

SCIENTIFIC NAME	COMMON NAME	STUDY AREA[4]		
		ZL	OK	SP
Birds				
Aphelocoma californica	California scrub jay	x	x	
Buteo jamaicensis	red-tailed hawk			x
Callipepla californica	California quail			x
Cathartes aura	turkey vulture		x	x
Empidonax difficilis	western flycatcher			x
Haemorhous mexicanus	house finch			x
Junco hyemalis	dark-eyed junco			x
Melospiza melodia	song sparrow			x
Melozone crissalis	California towhee			x
Picoides nuttallii	Nuttall's woodpecker		x	x
Pipilo maculatus	spotted towhee			x
Psaltriparus minimus	bushtit			x
Sitta carolinensis	white-breasted nuthatch			x
Spinus psaltria	lesser goldfinch	x	x	x
Spizella passerina	chipping sparrow			x
Sturnus vulgaris	European starling (*non-native*)	x		
Tachycineta bicolor	tree swallow			x
Thryomanes bewickii	Bewick's wren			x
Reptiles and Amphibians				
Sceloporus occidentalis	western fence lizard	x	x	x

ATTACHMENT C – REPRESENTATIVE PHOTOGRAPHS



Valley oak woodland and ruderal grassland at the Strawberry Patch Study Area, on the east side of Silverado Trail. Facing north. (*May 29, 2025*)



Another view of valley oak woodland and ruderal grassland at the Strawberry Patch Study Area, on the east side of Silverado Trail. Facing south. (*May 29, 2025*)



Developed land cover at the Strawberry Patch Study Area, on the west side of Silverado Trail. Facing south. (*May 29, 2025*)



Ruderal grassland and developed land covers at the Oak Knoll Avenue Study Area, on the west side of Silverado Trail. Facing southeast. (*May 29, 2025*)



Ephemeral stream course (background) and ruderal grassland at Oak Knoll Avenue Study Area, on the west side of Silverado Trail. Facing southwest. (*June 24, 2025*)



Ruderal grassland and developed land covers at the Zinfandel Lane Study Area, on the south side of Silverado Trail. Facing southeast. (*May 29, 2025*)

Appendix B: Arborist Report and Addendum

Arborist Report

Prepared by: American Tree Medics Inc
Date: 6 June 2025

Evaluator:	Clyde Eric Britt ("Eric"), ISA #WE-10169A
Dates of Evaluation:	1-2 May, 5-6 June 2025
Location:	Silverado Trail (two sites), Napa County
Client Contact:	Sydney Barclay, Assoc. Engineer County of Napa, Public Works sydney.barclay@countyofnapa.org (707) 253-4921

Dear Sydney,

Thank you for the opportunity to provide arborist consulting services for the HSIP Cycle 11 Silverado Trail roadway widening project. Per your request, my team and I were asked to complete a site inspection and tree survey at two locations: the "Strawberry Patch" fruit stand on Silverado Trail, and the intersection of Silverado Trail and Oak Knoll Avenue, in Napa, California. Napa County Public Works requested that American Tree Medics conduct tree assessments of all mature trees in the hatched areas of the County's project diagrams (Appendix E), to determine which trees need to be removed, protected and/or replaced as a result of the project.

Methods

ATM conducted Level 2 inspections of all trees with diameters at breast height (DBH) greater than 8 in (young to mature trees) located within or adjacent to the hatched areas of the roadway widening project diagrams (Appendix E). Trees or shrubs with diameters less than 8 in (shrubs) were excluded from the inventory and assessment and are expected to be removed during the construction phase of the project.

The Level 2 Basic assessment includes a detailed visual inspection of each tree and its surrounding site, with all variables synthesized. A Level 2 inspection includes a rating of each of the following variables: planting site, buttress roots, trunk and branches. Simple tools are used to gain information about the tree. This detailed inspection of each tree helps arborists to determine exact cause of health defects and stress factors of the tree. Because it is a ground-level inspection, internal factors, or factors affecting the crown or below ground may not be detected.

The tools used in the inspection were a diameter tape, construction measuring tape, mallet, range finder, binoculars and camera. The observations included a Level 2 inspection of each tree from the base of each tree with care taken to observe trunk and trunk flare, buttressing roots above ground, branch attachments, branches, crown shape and foliage. Additional inspection included assessing dripline measurements for construction damage mitigation and site management. Tree diameters were measured using an arborists diameter tape at approximately 4.5 feet above ground or diameter at breast height (dbh). As this was contracted as an "informal" assessment, no Tree Risk Assessment forms were completed.

Each tree greater than 8 in DBH was assigned an identification number and tagged with red/white striped tree flagging. No shrubs were identified and included in the database. Trees were numbered from "1" to "10". Trees 1-4 are located near the Strawberry Patch location, proceeding from #1 at the northern most area of the project heading south. All other trees are located at the Oak Knoll Avenue intersection (with Tree #5 starting on Oak Knoll Avenue and proceeding northeast, then continuing on Silverado Trail from north to south.

Based on the tree location in relation to the proposed construction site, and potential effects of construction on each identified tree's trunks or roots, mitigation options up to and including removal were identified.

No additional testing or examination was completed. No soil or water samples were taken.

Discussion

The trees assessed in this report are located in two separate areas: the Right of Way (ROW) adjacent and across the road from the Strawberry Patch fruit stand on Silverado Trail, and on private property adjacent to the ROW at the intersection of Silverado Trail and Oak Knoll Avenue. The only private property affected at this intersection is 2253 Oak Knoll Avenue.

STRAWBERRY PATCH

All trees identified to be affected by construction are located across the road from private property and within a ROW belonging to both the county and utility. These trees are located within the construction zone and all must be removed to complete the project as planned.

OAK KNOLL INTERSECTION

All trees identified to be affected by construction are located on private property along the northeast corner of the property located at 2253 Oak Knoll Avenue. These are trees are located within or immediately adjacent to the construction zone. Trees within the construction zone must be removed to complete the project as planned. Trees that are adjacent to the construction zone are recommended for removal due to the extent that construction will likely damage the trees' root zones, leading to imminent failure (death) of the tree. For these trees, creating root project zones is not feasible.

There are additional trees located on the property that are near the construction zone and closer to the driveway at 2253 Oak Knoll Avenue. These trees were not included in the survey as they

were not near enough to the construction zone to be affected. However, if any work extends beyond the hatched areas on the project diagrams (Appendix E), and any soil disturbance occurs outside of those areas, care should be taken to not destroy the root zones of these trees. If work does extend beyond the current planned areas, root protection zones should be established and fenced off by a certified arborist prior to start of work.

Recommendations

REMOVALS

Our team identified 10 trees greater than 8-inch dbh that should be removed immediately or prior to construction. These trees are located in or adjacent to the construction zone.

PROTECTION AND PRESERVATION

Our team did not find any trees located in or adjacent to the construction zone that could be reasonably protected during the construction phase. If the work zone increases or changes, tree protection zones should be established around each or any trees, not otherwise included in this inventory (Inventory of trees is located in Appendixes B, C, and D).

Fencing and signage should be erected in zones equal to one foot from the trunk of the tree per inch of trunk diameter (DBH).

If any nearby trees are located adjacent to areas where heavy equipment will be staged or driven, protection of the Critical Root Zone (CRZ) for these trees is recommended. Roots can be protected by applying a 6-inch or 1/2-foot-thick layer of mulch at least 1 ½ times the diameter of the crown around each tree prior to construction activity. This will provide a “cushion” for heavy equipment to mitigate damage caused by compaction in the root zones. Additionally, any excavation in the CRZ should be monitored and avoided (if possible) in the CRZ. If unavoidable, trenching in the root zone should not cut more than 25 percent of the tree’s roots. Damaging more than 25 percent of any tree’s major root system could result in health decline or death of the tree. If trenching does occur, roots should be cut by or monitored by a Certified Arborist. If roots are exposed during construction, roots should be kept moist. Trenching or excavation should not occur within the diameter of the Excavation Root Zone (calculated at five times the DBH). Do not cut any living tree root larger than 3 inches diameter.

Tree protection zones should be well marked, and all contractors and subcontractors should be made aware of how to avoid these areas. Heavy equipment and other vehicles should be parked and moved outside of these zones. A watering schedule for each tree (based on the current watering schedule for landscaped areas) should be established prior to construction, especially if the project is expected to last more than 30 days.

REPLACEMENT

Napa County Ordinance No. 2018-01 enacts the Napa County Watershed and Oak Woodland Protection Initiative of 2018, an amendment to the County’s General Plan and County Code. This ordinance restricts tree removal within certain agrarian and watershed zones. While this project

may not meet the qualifications for the restrictions outlined in this ordinance, it is good practice for Napa County to avoid removal of mature oak trees. When removal cannot be avoided in order to complete public works projects necessitated by community safety, as in this case, replacement of mature oak trees is recommended.

The trees recommended for removal are Valley oaks (Quercus lobata) and various species of live oaks. Both Valley and live oaks are relatively fast-growing species that thrive in this environment. Coastal live oaks (Quercus agrafolia) are indigenous or native to the area but are more susceptible to disease (such as sudden oak death) and pests (such as borers), both of which were identified and are present in other trees in the project area. Valley oaks will do well as replacements to all trees being removed and will thrive in the environment.

Replacement oaks should be planted at the appropriate distance from the end of pavement to ensure that trimming or maintenance in the ROW is minimized as the tree matures. In the ROW near the Strawberry Patch, it may be illogical to replace the trees being removed due to the utility lines that parallel the roadway. Planting trees in the utility ROW is not recommended. If tree replacements can be planted elsewhere, such as further down the highway at the intersection of Oak Knoll Avenue, replacement trees would have a higher likelihood of growing to maturity with minimum maintenance required by the County.

Additional Recommendations

We recommend that an ISA Certified arborist conduct assessment as needed during the construction phase to ensure proper protections occur at the correct time. We also recommend that a tree survey be conducted within six months after the construction phase is complete to assess tree root zone damage, tree health levels and identify new risk factors that may have occurred despite preventative measures put in place to protect the trees. The follow up assessment suggested would provide health recommendations and solutions to resolve inadvertent damage caused by construction and or identify new necessary removals.

Thank you for the opportunity to provide consulting arborist services to your agency. It has been a pleasure providing these services to you. If there are any questions or concerns regarding this report, please feel free to call our office at (209) 303-8729.

Signed,

Clyde Eric Britt, Certified Arborist
ISA Certification # WE-10169A

CB:ht

Appendix A: Arborist Disclaimer Statement

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. The arborists at American Tree Medics Inc are certified through the International Society of Arboriculture (ISA) and acquire annual continuing education units (CEUs) to maintain knowledge in the field. It is highly recommended that you follow the arborist recommendations. However, you may choose to disregard these recommendations or seek a second opinion.

Arborists cannot detect every condition that can lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and underground. Environmental factors may also contribute and are subject to change without notice. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, present or future, or for a specific period of time. Likewise, remedial treatments performed cannot be guaranteed.

Any recommendations and/or performed treatments (including but not limited to removal) of trees may involve considerations beyond the scope of the arborist's services. These considerations may include property boundaries, property ownership, site lines, and disputes between neighbors, underground utilities, overhead utility lines, non-visible construction features, and any other related issues. Arborists cannot take these issues into consideration without comprehensive, complete and accurate information regarding all such considerations is disclosed to the arborist.

Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible. However, the arborist can neither guarantee nor be responsible for the accuracy of information provided by others. The arborist or any staff at American Tree Medics Inc will not be required to give testimony or to attend court by reason of this report unless additional contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.

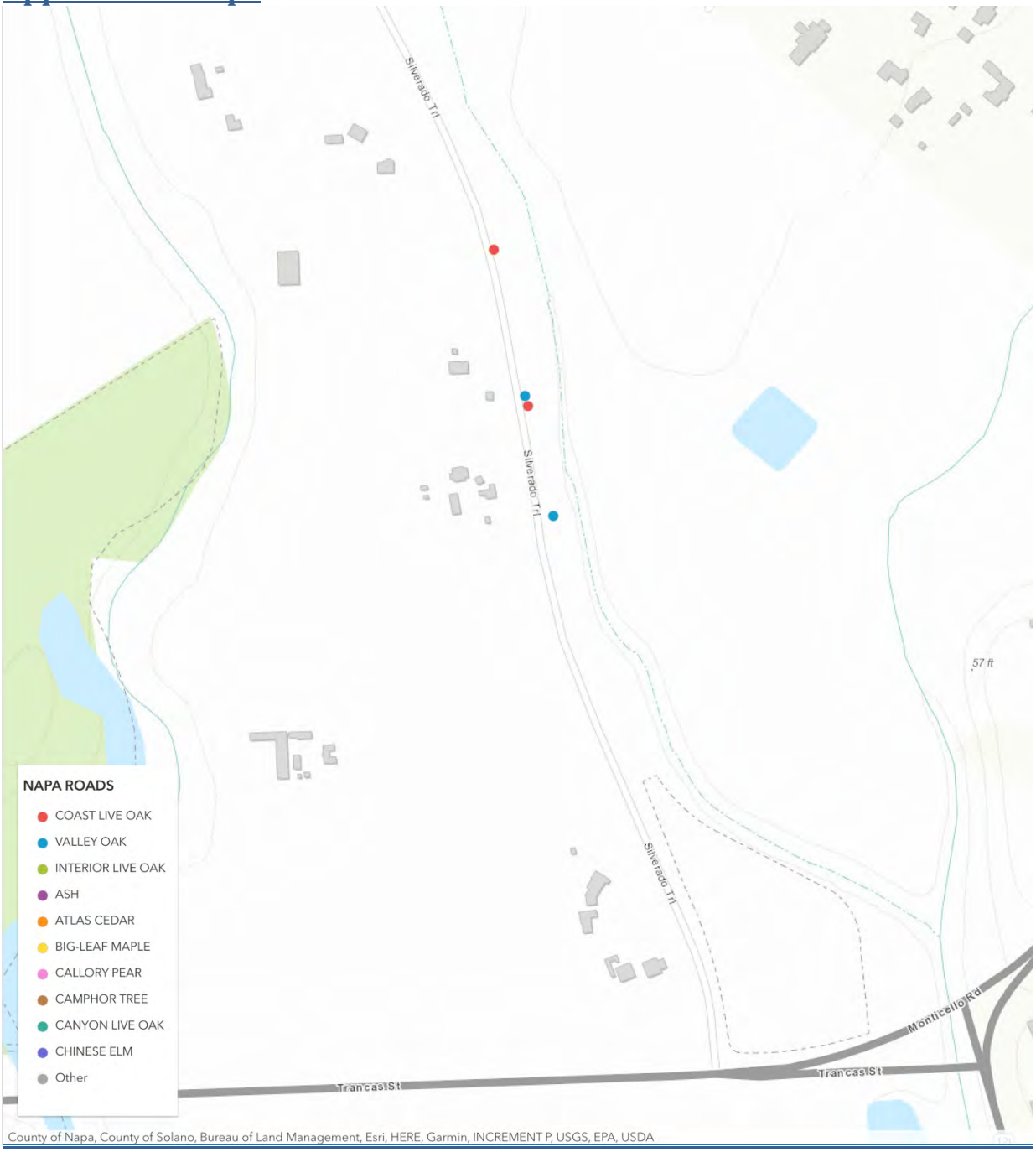
Loss or alternation of any part of this report invalidates the entire report. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other person to whom it is addressed, without written consent from the arborist or American Tree Medics Inc.

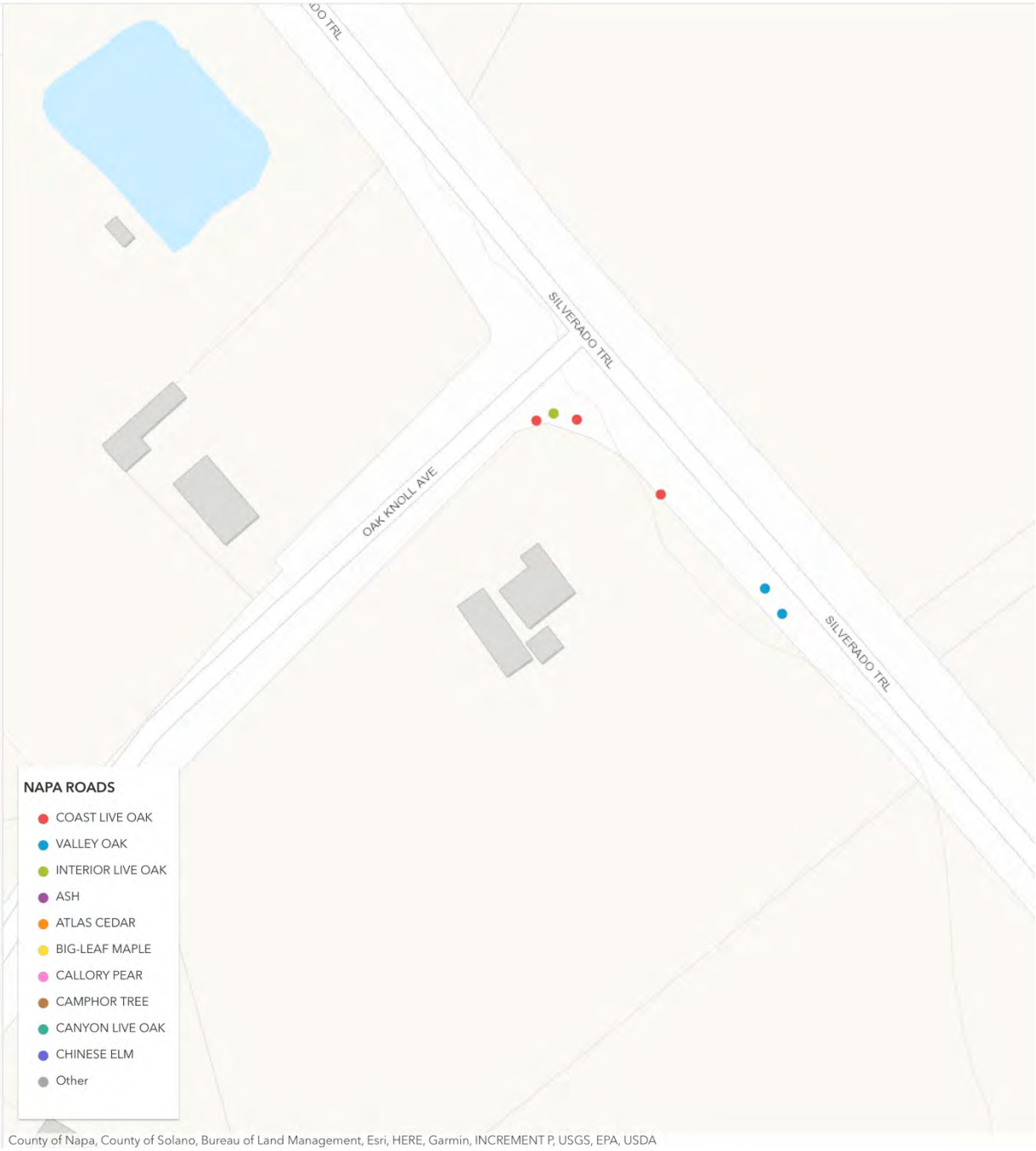
This report and any values expressed herein represent the opinion of the arborist, and the arborist's fee is in no way contingent upon the reporting of a stipulated result, a specified value, the occurrence of a subsequent event, nor upon any finding to be reported.

Finally, trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. Trees carry risk. The only way to eliminate all risks associated with trees is to eliminate all trees.

END DISCLAIMER.

Appendix B: Maps




SILVERADO TRL
OAK KNOLL AVE
SILVERADO TRL
NAPA ROADS
COAST LIVE OAK
VALLEY OAK
INTERIOR LIVE OAK
ASH
ATLAS CEDAR
BIG-LEAF MAPLE
CALLORY PEAR
CAMPHOR TREE
CANYON LIVE OAK
CHINESE ELM
Other
County of Napa, County of Solano, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Appendix C: Photos

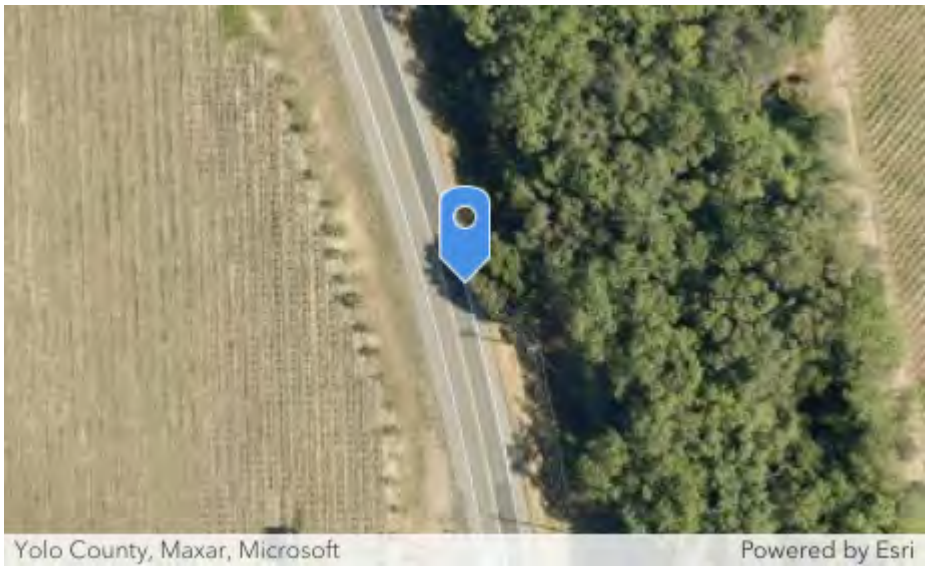
NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 12:12 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

1

SPECIES

COAST LIVE OAK

HEIGHT

36’

DBH

52”





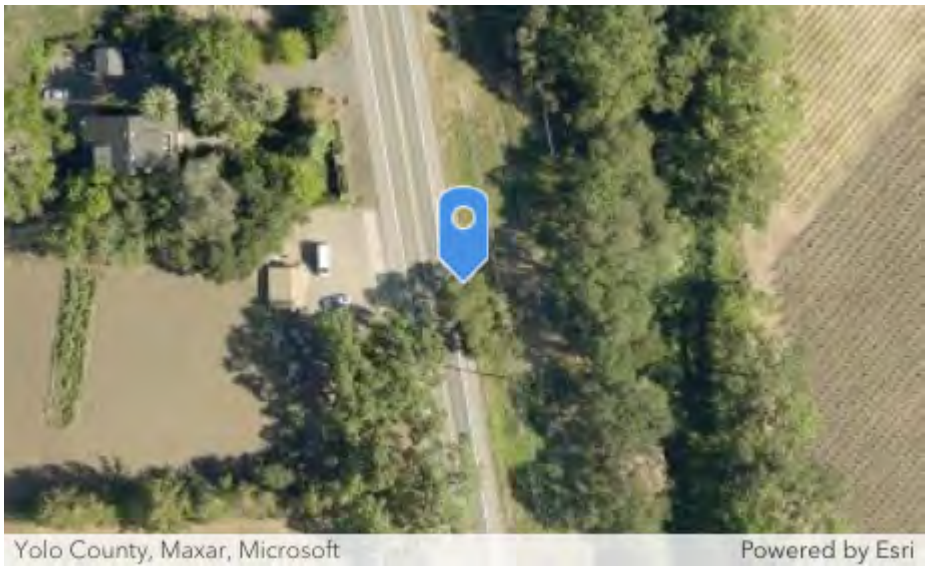
NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 12:19 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

2

SPECIES

VALLEY OAK

HEIGHT

42’

DBH

20’





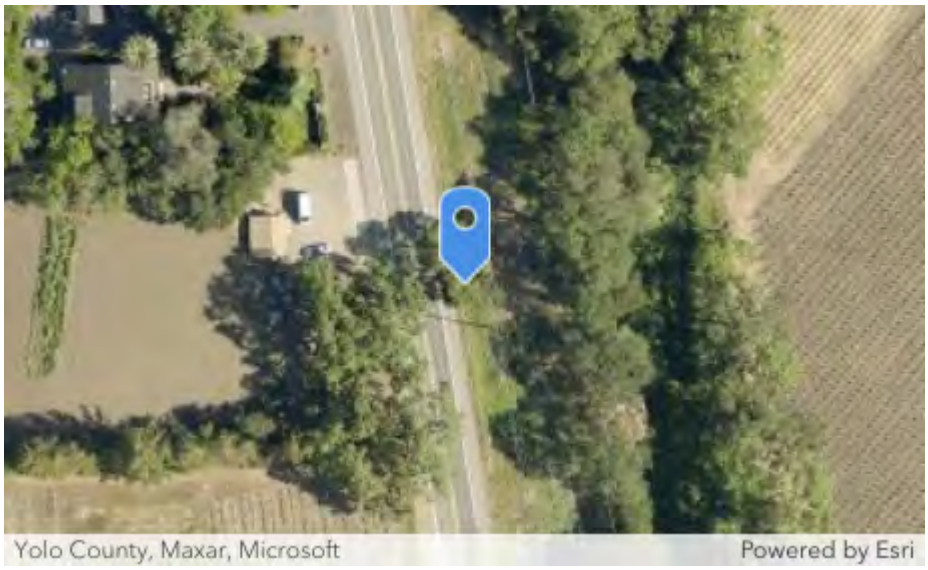
NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 12:23 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

3

SPECIES

COAST LIVE OAK

HEIGHT

35’

DBH

46’



NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 12:30 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

4

SPECIES

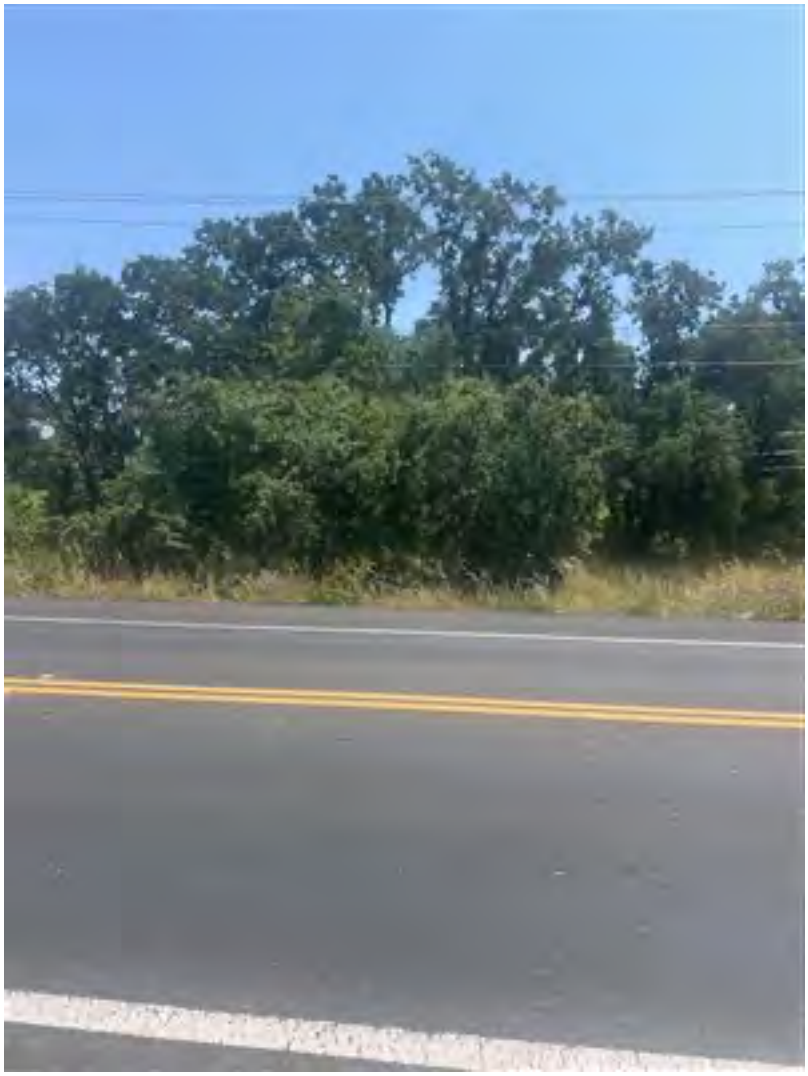
VALLEY OAK

HEIGHT

33’

DBH

44’





NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 12:53 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

5

SPECIES

COAST LIVE OAK

HEIGHT

28’

DBH

37’





NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 12:58 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

6

SPECIES

INTERIOR LIVE OAK

HEIGHT

15’

DBH

9”





NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 1:34 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

7

SPECIES

COAST LIVE OAK

HEIGHT

22’

DBH

26’



NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 1:38 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

8

SPECIES

COAST LIVE OAK

HEIGHT

33’6

DBH

24





NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 1:43 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

9

SPECIES

VALLEY OAK

HEIGHT

38’

DBH

37’





NAPA TREE ASSESSMENT

Submitted By: kyler_atminc

Submitted Time: June 6, 2025 1:46 PM

Creation Time: June 13, 2025 12:14 PM

LOCATION



ARBORIST

CLYDE BRITT

TREE ID NUMBER

10

SPECIES

VALLEY OAK

HEIGHT

28’

DBH

18





Appendix D: Tree ID List

TREE ID	SPECIES	HEIGHT	DBH	DISTANCE TO EDGE OF PAVEMENT	REMOVAL (YES OR NO)	NOTES	Longitude	Latitude
1	COAST LIVE OAK	36’	52”	12’9”	YES	3 stem coastal live oak ya	-122.2792924	38.33200735
2	VALLEY OAK	42’	20’	16’	YES	Remove	-122.2789618	38.33078399
3	COAST LIVE OAK	35’	46’	16’7	YES	3x stem	-122.2789223	38.33070036
4	VALLEY OAK	33’	44’	21’	YES	5x stem	-122.2786607	38.32977881
5	COAST LIVE OAK	28’	37’	8’7	YES	3x stem. Trunk is at the limit of the new EP and will be adversely affected by construction, and likely impede work. In decline due to repeated topping by utility work. Unlikely to survive construction activity.	-122.3010266	38.36983057
6	INTERIOR LIVE OAK	15’	9”	12’	YES	2x stem. Root zone is 9’ circumference from trunk. Construction will affect root zone. Removal recommended.	-122.3009815	38.3698448
7	COAST LIVE OAK	22’	26’	13’	YES	3x stem.Root zone extends into construction zone, shallow roots in ROW , location of tree will obstruct view. Recommend removal.	-122.3009218	38.36983203
8	COAST LIVE OAK	33’6	24	8’6	YES	Trunk within construction zone. Must remove.	-122.3006979	38.36967667
9	VALLEY OAK	38’	37’	8’	YES	2x stem. Trunk within construction zone. Must remove.	-122.300421	38.36948077
10	VALLEY OAK	28’	18	8’	YES	Trunk within construction zone. Must remove.	-122.300376	38.36942918

Appendix E: Project Specification Maps


16' from EP starting 53' from edge of driveway entrance to private property
23' from EP adjacent to this OH pole
23'-3" from EP adjacent to this OH pole
21'-6" from EP adjacent to this OH pole
21'-10" from EP adjacent to this OH pole
LIMITS OF ROADWAY WIDENING/GRADING
18'-9" from EP adjacent to this OH pole
15' from EP across from this set of 2 trees
SILVERADO TRAIL
DRIVEWAY
LIMITS OF ROADWAY WIDENING/GRADING
STRAWBERRY PATCH

SILVERADO TRAIL

OAK KNOLL AVENUE

108+00

109+00

110+00

111+00

112+00

113+00

3' from EP starting adjacent to this OH pole

LIMITS OF ROADWAY WIDENING/GRADING

LIMITS OF ROADWAY WIDENING/GRADING

Widens to 15'-10" widening adjacent to this OH pole

9'-3" from EP adjacent to this inlet

3' from EP starting at 56.5' from beginning of the white stripe

5'-4" from EP adjacent to the stop sign

8'-7" from EP adjacent to this tree

3' from EP starting at 43' from OH pole

16'-4" from EP at 37'-8" from tree

3' from EP starting adjacent to this OH pole

15'-10"

9'-3"

56'-6"

3'

8'-7"

43'-0"

3'-0"

37'-8"

16'-4"

3'

598

END REPORT.

AMERICAN TREE MEDICS INC
1748 Miles Court, Suite A, Merced CA 95348 | (209) 303-8729
AmericanTreeMedics.com

18 December 2025

TO: Sydney Barclay
Napa County Public Works Department

RE: Napa Silverado Trail Certified Arborist Report Addendum 2:
HSIP Cycle 11 Silverado Trail – Strawberry Stand Turning Lane Improvements

This document provides additional information regarding the two questions posed below from NCPWD on November 20, 2025:

1. *Tree ID number 1, the 36' tall coast live oak seems to be outside of the grading limits for the project, as we've shifted the left turn lane widening to move the project improvements outside of the County's floodplain. It seems we no longer need to remove this tree, but we'd like to confirm your team also agrees.*

The tree in question has been confirmed to be TREE #4 of the original report, the southern-most tree of the project, a Valley Oak (33 in Height, 44 in DBH). This tree is confirmed to be OUTSIDE the new project area. This tree should not be removed. The tree may need to be side-trimmed or have limb(s) removed to support to provide clearance for construction, but that activity is unlikely to be detrimental to the health of the tree.

TREE #1 (the Northern-most tree in the Strawberry Patch region) will still be affected by construction, and recommendation to remove remains in place. Image 1 below shows the revised construction zone.

AMERICAN TREE MEDICS INC
1748 Miles Court, Suite A, Merced CA 95348 | (209) 303-8729
AmericanTreeMedics.com

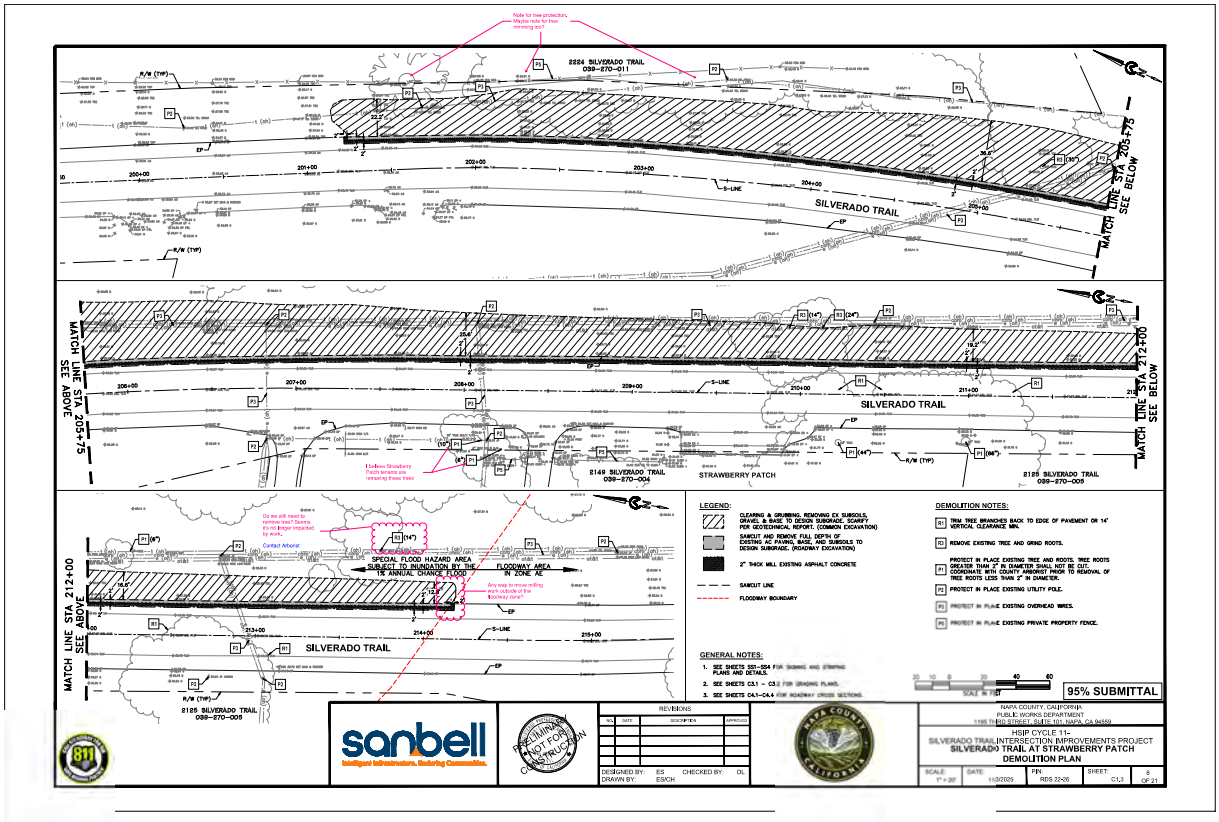


Image 1 Source: Napa County Public Works

2. *Review Section 20 "Landscape and Irrigation" which addresses the new oak tree replacement plantings we're proposing with this project and confirm these provisions are sufficient for the proposed plantings?*

Section 20 of the Technical Specifications for the project are sufficient. One note of concern is detailed below.

The County will be replacing trees removed under a powerline in the utility right of way. As a result, native oaks may not be the best option, given the utility's requirement to trim trees annually if needed to minimize height to avoid risk to the power facilities. We are recommending the County consider alternative tree species to replace the

removed trees, if the County can do so. The following are recommended replacement species, and additional information on each. The first species is an oak species, if regulation requires County must plant oaks.

OAK SPECIES REPLACEMENT RECOMMENDATIONS

Coastal Live Oak

- Plant in full sunlight, spaced at least 20 feet apart.
- Water soil deeply before planting.
- Water soil occasionally (at least once every two weeks, until established). Water at the drip line, not the trunk or base of the tree.
- A wire cage can be utilized to protect the tree from rodents and deer for the first 2 years until the tap root is developed.
- Trees should be planted in late fall or early winter.
- Liquid vitamin B1 and a liquid multi-vitamin supplement should be used at the time of planting, as well as one bag of mulch and fertilizer per tree (containing bat guano, and mycorrhizae) per tree.

Valley Oak

- Plant in full sunlight, spaced at least 20 feet apart.
- Water soil deeply before planting.
- Use native soil only.
- Requires deep watering at the drip line every two weeks for the first two to three years.
- Must be watered regularly during the first two summers.
- A wire cage can be utilized to protect the tree from rodents and deer for the first 2 years until the tap root is developed.
- Trees should be planted in late fall or early winter.
- Liquid vitamin B1 and a liquid multi-vitamin supplement should be used at the time of planting.
- Avoid touching the trunk of the tree with mulch or water to avoid root rot.
- Mulch should consist of leaves wood chips, other organic material.

- Keep the tree free of weeds within two to three feet radius of its trunk for the first two years. This reduces competition between tree and weeds or grass during establishment.
- No fertilizer should be required.

POWERLINE-FRIENDLY ALTERNATIVES

While these trees are not members of the oak family, they thrive in oak woodlands, are a part of a healthy diverse oak woodland environment, are native to the Napa County area and do very well in this environment.

Redbud

- Must be watered weekly the first year and until established.
- Plant in full sunlight, spaced at least 8 to 10 feet apart.
- Trees should be planted in late fall or early winter.
- Liquid vitamin B1 and a liquid multi-vitamin supplement should be used at the time of planting, as well as one half-bag of mulch and fertilizer (containing bat guano, and mycorrhizae) per tree.
- Do not allow mulch to abut the trunk of the tree.
- A wire cage can be utilized to protect the tree from rodents and deer for the first 2 years until the tap root is developed.

California Buckeye

- Must be watered weekly the first year and until established.
- Plant in full sunlight, spaced at least 15 to 20 feet apart.
- Trees should be planted in late fall or early winter.
- Liquid vitamin B1 and a liquid multi-vitamin supplement should be used at the time of planting, as well as one bag of mulch and fertilizer (containing bat guano, and mycorrhizae) per tree.
- Mulch consisting of wood chips, leaves and other organic material should be placed 1 foot from trunk to about 8 to 10 feet from tree, and be three inches deep.
- Do not allow mulch to abut the trunk of the tree.
- A wire cage can be utilized to protect the tree from rodents and deer for the first 2 years until the tap root is developed.

Toyon

- Must be watered weekly for the first one to two years and spaced 8 to 10 feet apart.
- Plant in full sunlight.
- Fire-resistant species that produces flowers that attract bees and butterflies, and berries that feed birds through winter.
- Trees should be planted in late fall or early winter.
- A wire cage can be utilized to protect the tree from rodents and deer for the first 2 years until the tap root is developed.

As always, my firm and I are available to answer additional questions, support the County's vegetation removal and replacement projects, and provide additional support as needed. Thank you for including ATM in your project!

Signed,

Clyde Britt
ISA Arborist WE10169A

Appendix C: Summary Floodplain Evaluation Memorandum

Subject: **Summary Floodplain Evaluation Memorandum**
Project: HSIPSL – 5291 (090) – Silverado Trail Intersection Improvements
Agency: Napa County
Date: December 15, 2025
Prepared By: Sanbell – Bay Area

Project Overview

The Silverado Trail Intersection Improvements project includes improvements at three (3) locations on Silverado Trail in Napa County: Zinfandel Lane, Oak Knoll Avenue, and the Strawberry Patch. All three project locations will have upgraded signage and modified striping. In addition, the work at Oak Knoll Avenue will involve new roadway widening for right turn pockets at the southbound Silverado Trail approach to Oak Knoll Avenue and at the eastbound Oak Knoll Avenue approach to Silverado Trail. The Strawberry Patch location will also involve roadway widening on the east side of Silverado Trail for new left turn pocket and northbound acceleration lane. The roadway widening at the Strawberry Patch includes regrading the eastern side slope of Silverado Trail for approximately 1,300 lineal feet, per recommendations from the project geotechnical report. New flashing beacons and solar-powered streetlights will be installed at the Zinfandel and Oak Knoll locations. Minor storm drain catch basin modifications will be made at the Oak Knoll intersection.

Summary Floodplain Evaluation

Based on available Federal Emergency Management Agency (FEMA) flood maps associated with the Napa River area, the project locations are within the following flood areas:

- Location 1: Silverado Trail/ Zinfandel Lane intersection
    - Outside of floodplain
- Location 2: Silverado Trail/Oak Knoll Avenue intersection
    - Zone AE – base flood elevation approximately 61’
- Location 3: The Strawberry Patch (2149 Silverado Trail)
    - Zone AE – base flood elevation range of 31’-34’

The Zone AE designation indicates Locations 2 and 3 are located within a special flood hazard area and are subject to inundation by the 1% annual chance flood (100-year flood), with base flood elevations determined. Refer to Exhibit A for the detailed flood maps:

- Zinfandel: FIRM – Map Number 06055C0385E
- Oak Knoll: FIRM – Map Number 06055C0510F
- Strawberry Patch: FIRM – Map Number 06055C0509F

Location 2: At Location 2 there are project improvements that encroach in the floodplain, which includes widening for new right turn pockets both on the northwest side of the Oak Knoll intersection and on the southwest side of the intersection. The proposed project improvements are within the floodplain, but remain outside of the regulatory floodway.

Location 3: At Location 3 there are project improvements that encroach in the floodplain, which includes widening on the east side of Silverado Trail. This encroachment is within the floodplain but remains outside of the regulatory floodway. Minor roadway restriping will take place within the regulatory floodway, but no roadway widening or excavation will occur in the floodway limits.

Location Hydraulic Study – No Significant Encroachment

The California Department of Transportation (Caltrans) prepared a memorandum for low-risk projects to the regulatory floodway and base floodplain entitled "Floodplain Encroachment Location Hydraulic Study (LHS) Memo – No Significant Encroachment" (Exhibit B). The document states that if a project is subject to the following conditions, then the memo is sufficient for floodplain encroachment documentation:

- The Project includes an encroachment as defined under 23 CFR 650.105(e) using the process described under 650.111(a)
    - *The Project does include an encroachment within the base floodplain as defined under 23 CFR 650.105(e).*
- The Project either: (i) will not have a longitudinal encroachment (parallel to the direction of flow); or (ii) if including a longitudinal encroachment, does not have practicable alternatives to such encroachment (consistent with policy at 23 CFR 650.103(b) and requirement at 650.111(b);
    - *The Project does have a longitudinal encroachment at Strawberry Patch, and there are no practicable alternatives to this design. The roadway is being widened at this location for the installation of a left turn pocket in order to reduce traffic collisions. Per geotechnical recommendations, the side slope needs to be regraded for earthwork stability.*
- The Project does not support base flood-plain development as defined under in 23 CFR 650.105(r).
    - *The Project will not "encourage, allow, serve, or otherwise facilitate additional base flood-plain development" as described by 23 CFR 650.105(r).*
- The Project will not have a significant encroachment as defined in 23 CFR 650.105(q).
    - *The Project will not:*

    - *Have significant potential for interruption or termination of a transportation facility which is needed for emergency vehicles or provides a community's only evacuation route*
    - *Be a significant risk*
    - *Have a significant adverse impact on natural and beneficial floodplain values as described by 23 CFR 650.105(q).*
- The Project will not have significant impacts to natural and beneficial floodplain values as defined under 23 CFR 650.105(i)
    - *The Project does not have a significant impact to natural and beneficial floodplain values, including fish, wildlife, plants, open space, natural beauty, scientific study, outdoor recreation, agriculture, aquaculture, forestry, natural moderation of floods, water quality maintenance, and groundwater recharge as described by 23 CFR 650.105(i).*
- The Project will not require mitigation measures necessary to minimize impacts or restore and preserve (as defined in 23 CFR 650.105 (n) and (l)) natural and beneficial floodplain values.
    - *The Project will not require mitigation measures necessary to minimize impacts or restore and preserve natural and beneficial floodplain values.*

Per the Caltrans Floodplain Encroachment Location Hydraulic Study (LHS) Memo – No Significant Encroachment, this project is low risk and will have minimal impact to the existing floodplain conditions.

Conclusion

The Silverado Trail Intersection Improvements Project will have no significant encroachment to the Napa River floodplain area. The Project adheres to the Caltrans Floodplain Encroachment Location Hydraulic Study (LHS) Memo – No Significant Encroachment and no additional floodplain encroachment documentation is required.

Please feel free to contact me at 925.685.4569 with any questions or comments regarding this memorandum.

Sincerely,

Daniel Leary, PE PTOE QSD

EXHIBIT A

NFIP FLOOD INSURANCE RATE MAPS (FIRMs)

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was California State Plane II zone. The **horizontal datum** was NAD 83, GRS80. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by Napa County Information Technology Services Department. This information was derived from digital orthophotos produced at a scale of 1:4,800 with 1-foot ground sample distance from photography dated April 2002.

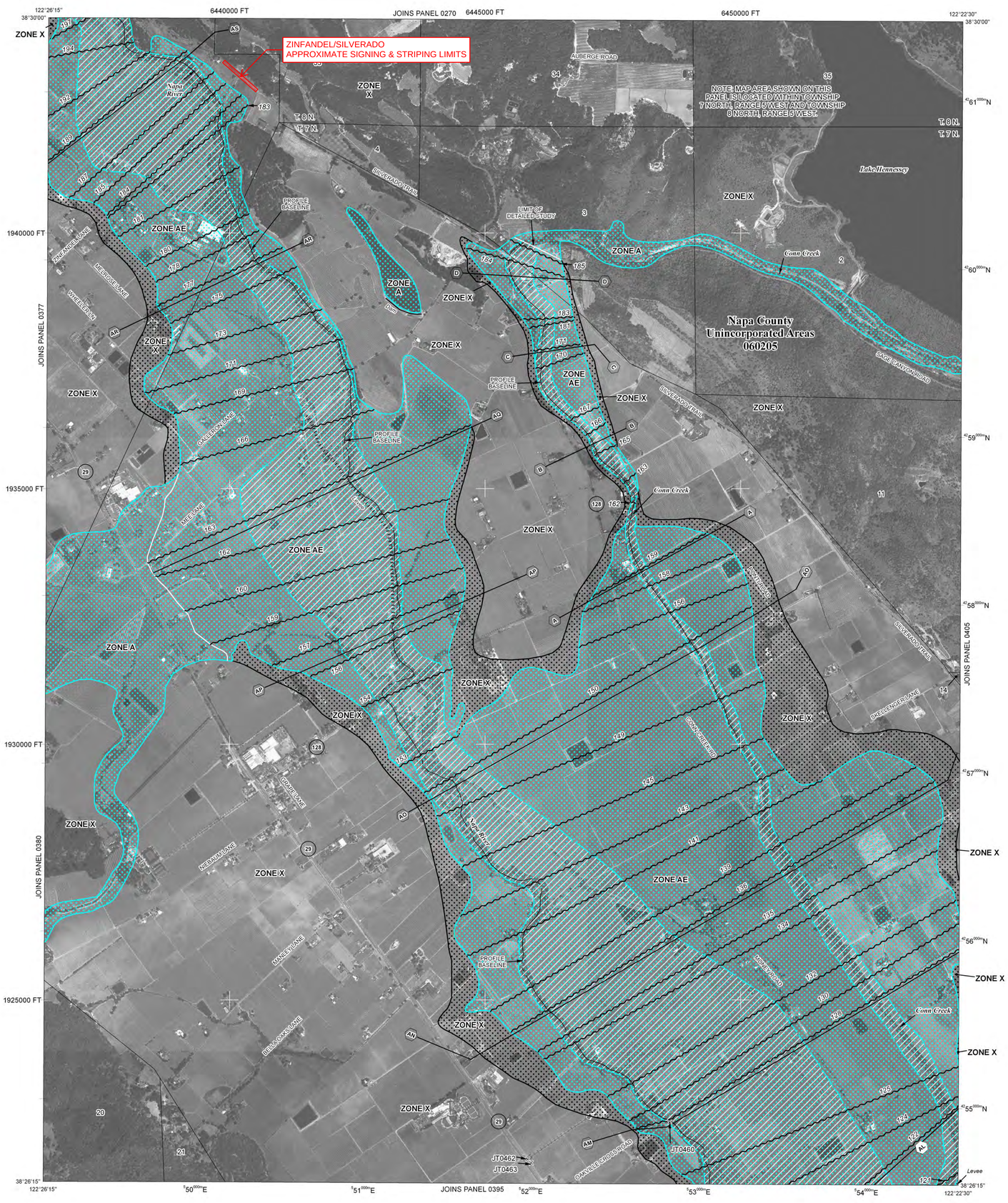
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

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Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL. 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376000mN — 1000-meter Universal Transverse Mercator grid values, zone 10
- 600000 FT — 5000-foot grid ticks: California State Plane coordinate system, zone II (FIPSZONE 0402), Lambert Conformal Conic projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- ●M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
September 26, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'
500 0 1000 2000 FEET
300 0 300 600 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0385E

FIRM
FLOOD INSURANCE RATE MAP

NAPA COUNTY, CALIFORNIA AND INCORPORATED AREAS

PANEL 385 OF 650
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
NAPA COUNTY	060205	0385	E

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
06055C0385E

EFFECTIVE DATE
SEPTEMBER 26, 2008

Federal Emergency Management Agency

NOTES TO USERS

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LEGEND

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FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

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- Limit of Moderate Wave Action
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

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- (23)—(23) — Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4276000mN — 1000-meter Universal Transverse Mercator grid values, zone 10
- 600000 FT — 5000-foot grid values: California State Plane coordinate system, zone II (FIPSZONE 0402), Lambert Conformal Conic projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- ● M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
September 26, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
September 29, 2010 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to update map format, to add roads and road names, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

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500 0 1000 2000 FEET
300 0 300 600 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0510F

FIRM

FLOOD INSURANCE RATE MAP

NAPA COUNTY, CALIFORNIA
AND INCORPORATED AREAS

PANEL 510 OF 650

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
NAPA COUNTY	060205	0510	F
NAPA, CITY OF	060207	0510	F

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MAP NUMBER
06055C0510F

MAP REVISED
SEPTEMBER 29, 2010

Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was California State Plane II zone. The **horizontal datum** was NAD 83, GRS80. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by Napa County Information Technology Services Department. This information was derived from digital orthophotos produced at a scale of 1:4,800 with 1-foot ground sample distance from photography dated April 2002.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X — Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Limit of Moderate Wave Action
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 3976000mN — 1000-meter Universal Transverse Mercator grid values, zone 10
- 600000 FT — 5000-foot grid values: California State Plane coordinate system, zone II (FIPSZONE 0402), Lambert Conformal Conic projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
September 26, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
September 29, 2010 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to update map format, to add roads and road names, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

250'-(MAP SCALE 1" = 500'

250 500 1000 FEET
150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0509F

FIRM
FLOOD INSURANCE RATE MAP

NAPA COUNTY, CALIFORNIA AND INCORPORATED AREAS

PANEL 509 OF 650

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
NAPA COUNTY	060205	0509	F
NAPA, CITY OF	060207	0509	F

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER 06055C0509F

MAP REVISED SEPTEMBER 29, 2010

Federal Emergency Management Agency

EXHIBIT B

CALTRANS FLOODPLAIN ENCROACHMENT LOCATION HYDRAULIC STUDY (LHS) MEMO – NO SIGNIFICANT ENCROACHMENT

Memorandum

Making Conservation California Way of Life.

To: DISTRICT Environmental Branch Chiefs

Date: September 20, 2021

From: KELLY J. HOBBS, Chief
Office of Environmental Compliance and Outreach
Division of Local Assistance

Subject: **Floodplain Encroachment Location Hydraulic Study (LHS) Memo – No Significant Encroachment**

There have been an increasing number of Local Assistance projects eligible for federal-aid funding that are low risk or have no impact to the regulatory floodway or base floodplain. These projects are typically NEPA CE projects and may include: installation or replacement of pavement, striping, signs, cameras, traffic signals, roundabouts, curb, gutter, bicycle facilities, pedestrian facilities, in-kind maintenance activities and other related projects. If the federal aid project falls under one of these project types, and clearly meets the definitions below, Caltrans has determined that no additional analysis pursuant to 23 CFR 650 Subpart A is necessary, and this memo will suffice for floodplain encroachment documentation under Subpart A to file.

- The Project includes an encroachment as defined under 23 CFR 650.105(e) using the process described under 650.111(a).
- The Project either: (i) will not have a longitudinal encroachment (parallel to the direction of flow); or (ii) if including a longitudinal encroachment, does not have practicable alternatives to such encroachment (consistent with policy at 23 CFR 650.103(b) and requirement at 650.111(b);
- The Project does not support base flood-plain development as defined under in 23 CFR 650.105(r).
- The Project will not have a significant encroachment as defined in 23 CFR 650.105(q).
- The Project will not have significant impacts to natural and beneficial floodplain values as defined under 23 CFR 650.105(i); and
- The Project will not require mitigation measures necessary to minimize impacts or restore and preserve (as defined in 23 CFR 650.105 (n) and (l)) natural and beneficial floodplain values.

District Planners should work closely with Local Agency staff when determining the commensurate level of floodplain encroachment documentation required for these project types. If the statements above cannot be clearly answered without further analysis, the standard Caltrans local assistance floodplain encroachment process must be followed.

Mitigation Monitoring and Reporting Program

HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS/HSIPL-5921(090)

A Tradition of Stewardship
A Commitment to Service

February 2026

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
Biological Resources			
MM BIO-1.1: If vegetation removal and/or initial ground disturbance occur during the general nesting bird season (February 1 to August 31), pre-construction surveys for nesting birds will be conducted by a qualified biologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than 14 days prior to the initiation of tree removal or ground disturbance. During this survey, a qualified biologist shall inspect all potential nesting habitats within 500 feet of impact areas for white-tailed kite, as accessible, and other raptor nests and within 100 feet of impact areas for nests of non-raptor species.	The construction contractors shall be responsible for implementing the mitigation measures prior to project construction.	Qualifications of proposed biologist(s) shall be submitted to Napa County and a final report documenting the survey effort and any protection measures implemented shall be submitted to the Director of Napa County Public Works prior to any grading or tree removal.	Napa County Public Works Department
MM BIO-1.2: If active bird nests are found during the survey, an appropriate no-disturbance buffer will be established by the qualified biologist in consultation with CDFW. Buffer sizes may vary depending on bird species, location and setting of the nest, levels of ambient disturbance near the nest, and other factors. Once it is determined that the young have fledged (left the nest) or the nest otherwise becomes inactive (e.g., due to predation), the buffer may be lifted, and work may be initiated within the buffer.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	All measures shall be printed on all construction documents, contracts, and project plans and shall be reviewed by	Napa County Public Works Department CDFW

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
		the Napa County Public Works Department prior to any grading or tree removal.	
MM BIO-2.1: To achieve consistency with General Plan Policy CON-24, replacement native oak trees shall be planted at a minimum 2:1 ratio, i.e., at least 12 trees planted to compensate for the six proposed for removal. The oaks shall be planted on the edge of the Valley Oak Woodland at the Strawberry Patch intersection, and in suitable location(s) at or in proximity to the Oak Knoll Avenue intersection. Given that space for planting may be limited at the Oak Knoll Avenue intersection, there shall be flexibility regarding planting location that allows for a greater (disproportionate) number of trees to be planted at the Strawberry Patch intersection. The replacement trees shall be of the same species as those removed. Container size shall be five-gallon, and caging, mulching, vertical support staking, and irrigation shall be deployed at the time of planting to increase the likelihood of survival. If after three years, 12 (or more) planted trees have survived, then the tree replacement effort will be considered a success; otherwise, additional oaks shall be installed to fulfill the minimum 2:1 requirement.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	A tree planting plan shall be reviewed by the Napa County Public Works Department prior to any grading or tree removal. The County shall monitor the replacement trees for a three-year period to ensure their survival and provide replacement plantings, as needed.	Napa County Public Works Department
MM BIO-3.1: All construction activities shall be scheduled to occur during the dry season (April 1 through October 15). If rainfall is in the forecast,	The construction contractors shall be	All measures shall be printed on all	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
standard erosion control measures (e.g., straw waddles, bales) shall be deployed on the project area edge perpendicular to the stream. Construction personnel shall be informed of the location of the stream with both silt fencing and high visibility flagging or staking prior to construction. All materials and equipment shall be laid down as far from the stream as is feasible, and spill prevention materials will be on the ready and deployable for all construction equipment.	responsible for implementing the mitigation measures prior to project construction.	construction documents, contracts, and project plans and shall be reviewed by the Napa County Public Works Department prior to contract approval.	
Cultural Resources			
MM CUL-1.1: Prior to the commencement of construction, the project sponsor shall secure the services of a qualified archaeologist. The qualified archaeologist shall prepare a workforce environmental awareness program (WEAP) to instruct construction workers of the obligation to protect and preserve valuable cultural resources. The WEAP shall be reviewed and approved by the County's Public Works Director, or the Director's designee, prior to any ground disturbance. This program shall be provided to all construction workers as a field training prior to the beginning of ground-disturbing activities, and shall include a discussion of applicable laws and penalties under the laws; samples or visual aids of resources that could be encountered in the project vicinity; instructions regarding the need to halt work in the vicinity of any potential archaeological and Native American	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	The WEAP shall be reviewed and approved by the Napa County Public Works Director, or the Director's designee, prior to any ground disturbance.	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
resources encountered; and measures to notify their supervisor and the County.			
MM CUL-1.2: A qualified archaeologist shall prepare a monitoring plan for the Oak Knoll Avenue and Strawberry Patch locations of the project. The monitoring plan shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project. Ground-disturbing activities (including, but not limited to, demolition/excavation, grading, tree removal, and utility trenching) shall be monitored by a qualified archaeologist and Native American tribal representative culturally and geographically affiliated with the project vicinity. The qualified archaeologist and Native American tribal representative shall have authority to halt construction activities temporarily in the immediate vicinity of an unanticipated find until its significance can be assessed by the qualified archaeologist and Native American tribal representative. After observing a representative sample of ground-disturbing activity with no cultural resources encountered, the archaeologist and Native American tribal representative may recommend that monitoring move to a part-time or intermittent schedule by mutual agreement with the County. A summary report of the monitoring results, including any protective measures implemented, shall be submitted to the County.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	The monitoring plan shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project.	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
MM CUL-2.1: In the event of the accidental discovery or recognition of any human remains, steps would be taken in compliance with the CCR Section 15064.5. All construction activities shall cease in the immediate area, and the County Coroner would be contacted, in accordance with 14 CCR Section 15064.5(e). If the coroner determines that the human remains are of Native American origin, the Native American Heritage Commission (NAHC) shall be notified to determine the most likely descendant (MLD) for the area. The MLD would make recommendations for the arrangements for the human remains per PRC Section 5097.98.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	All measures shall be printed on all construction documents, contracts, and project plans and shall be reviewed by the Napa County Public Works Department prior to contract approval.	Napa County Public Works Department
Hazards and Hazardous Materials			
MM HAZ-1.1: Prior to any ground disturbance, a soil investigation shall be conducted to determine whether aerially-deposited lead (ADL) has affected soils that will be disturbed by the proposed project. The analytical results shall be compared against applicable hazardous waste criteria. Based on analytical results, the investigation will provide recommendations regarding management and disposal of affected soils including the reuse potential of ADL-affected soil on the project site.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	A summary of the soil investigation shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project.	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
MM HAZ-1.2: Testing for the presence of lead-based paint and asbestos-containing materials, on the existing roadway and roadway paint to be removed shall occur. If these substances are found to be present, applicable regulations pertaining to their removal and disposal shall be followed.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	A summary of the lead and asbestos testing shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project.	Napa County Public Works Department

Source: Napa County. *HSIP Cycle 11 Silverado Trail Intersection Improvements Initial Study/Mitigated Negative Declaration.* January 2026.

County of Napa
Public Works Department

BUDGET SUMMARY: HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS PROJECT, RDS 22-26						
						2/10/2026
Budget Item, Program 24015	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$1,107,700	$0	$0	$0	0%	$0
10% Construction Contingency	$110,770	$0	$0	$0	0%	$0
Design and Engineering	$232,700	$0	$232,700	$224,003	96%	$8,697
15% Design and Engineering Contingency	$37,300	$0	$37,300	$0	0%	$37,300
Construction Management	$50,000	$0	$0	$0	0%	$0
County Project Management/Administration	$75,000	$0	$75,000	$65,844	88%	$9,156
Environmental, Geotechnical and Special Inspections	$20,000	$0	$20,000	$10,448	52%	$9,552
Permits	$10,000	$0	$10,000	$0	0%	$10,000
TOTAL	$1,643,470	$0	$375,000	$300,295	80%	$74,705

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-323

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Roberto De La Torre Real, Junior Engineer

SUBJECT: Project Creation, approval of Professional Service Agreements with ADKO Inc., and Budget Amendment for the Redwood Rd MPM 5.41, RDS 26-22, the Mt. Veeder Rd MPM 4.3, RDS 26-24, the Diamond Mountain Rd Slide Repair, RDS 26-39, the White Sulphur Spring Rd Slide Repair, RDS 26-37, and the 550 Wall Road Landslide Repairs, RDS 26-38.

RECOMMENDATION

Approve the creation of "Redwood Rd MPM 5.41, RDS 26-22" (Project 26023), "Mt. Veeder Rd MPM 4.3, RDS 26-24" (Project 26024), "Diamond Mountain Rd Slide Repair, RDS 26-29" (Project 26026), "White Sulphur Spring Rd Slide Repair, RDS 26-37" (Project 26027), and "550 Wall Rd Landslide Repair, RDS 26-38" (Project 26028); Approve and authorize Agreement No. 260285B for a contract maximum of $224,594, Agreement No. 260286B for a contract maximum of $376,986, Agreement 260303B for a contract maximum of $19,507, Agreement No. 260300B for a contract maximum of $366,922, and Agreement No. 260302B for a contract maximum of $319,389 with ADKO Engineering Inc. for the five projects; and approve a Budget Amendment. (Fiscal Impact: $1,707,891 Expense; Roads Operations Budget; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

During the storm events that started in December of 2025, significant damage occurred at the following locations in unincorporated Napa County:

RDS 26-22, Redwood Road MPM 5.41, Project 26023, Agreement 260285B

RDS 26-24, Mt. Veeder Road MPM 4.3, Project 26024, Agreement 260286B

RDS 26-37, 3260 White Sulphur Spring Road, Project 26027, Agreement 260300B

RDS 26-38, 500 Wall Road, Project 26028, Agreement 260302B

RDS 26-39, Diamond Mountain Road MPM 2.0, Project 26026, Agreement 260303B

Redwood Rd MPM 5.41 and Mt. Veeder Rd MPM 4.3 sustained road and bank failure consisting of downslope failure on the side of the roadway, where a portion of the road slid down the hillside threatening the remaining

portions of the road. At Redwood Rd MPM 5.41, the preferred repair method is to place a rip rap buttress where significant settlement occurred and restore the roadway with new asphalt concrete pavement. At Mt. Veeder Rd MP 4.3, the preferred repair method is to construct reinforced concrete walls (4 feet to 14 feet high) supported on drilled piers and restore the roadway with new asphalt concrete pavement.

The failure at Diamond Mountain Rd consists of an upslope failure on the east side of the roadway that expands approximately 230 linear feet in length. Slide debris filled and blocked the creek channel adjacent to the roadway causing water to be pushed out of the creek channel and across the roadway. Because construction will take place adjacent to or within the channel, environmental regulatory agency permits will be required. The County has decided to move forward with a feasibility study to explore potential repair methods, which will involve estimating repair costs and evaluating potential environmental impacts and mitigation related to each repair method. A repair method will be chosen based on cost and regulatory agency input. Once a repair method is chosen, County staff will return to the Board with findings and request funds to move forward with design.

The failure at 3260 White Sulphur Spring Rd consists of an upslope failure on the west side of the roadway, where a hillside previously impacted by Napa County wildfires slid and damaged a portion of the road. The slide area is approximately 130 linear feet in length, and the preferred repair method is to install a 150-foot-long and 10-foot-high soldier pile retaining wall. The affected roadway will also be raised and repaved to restore the asphalt concrete surface to pre-slide conditions.

There are two slides on Wall Road, one adjacent to the 555 Wall Road slide that occurred during the 2019 storms, and another about 500 feet north of the first slide. (The 2019 Wall Rd. slide remains mired in FEMA bureaucracy, and will hopefully be fixed in 2027). Both new slides show road and bank failure consisting of downslope failure on the northern side of the roadway, where a portion of the road slid down the hillside threatening the remaining portions of the road. The slide areas are approximately 70 linear feet and 30 linear feet in length, respectively, and the preferred repair method is to install a reinforced concrete retaining wall between four and six feet tall and supported by cast-in-drilled hole piles. The affected roadway will also be paved 100 feet long and 42 feet wide centered at the slide, respectively, to restore the pavement conditions.

The requested funding will cover project design for four slide projects and a feasibility study for one slide project (Diamond Mtn.), including County staff time and design services provided by ADKO Engineering, Inc. Funding for the design phase of these projects will be covered using the available budget in the Road Operating Fund budget. Due to the urgent need to complete these repair projects before next winter, the Department of Public Works has authorized ADKO Engineering, Inc. to begin design work prior to the March 10 board meeting.

Staff anticipate returning to the Board of Supervisors at a later date to request approval of the plans and specifications, authorization to advertise for bids and to provide an estimated project cost for each project. The current estimated overall project cost for repairs are $1,460,000 for Redwood 5.41, $2,690,000 for Mount Veeder 4.3, $1,417,000 for White Sulphur Springs and $1,389,000 for Wall Road. Staff has not prepared a total project estimate for the Diamond Mountain Road repair as staff has not determined the method of repair yet. The existing Roads Fund does not have sufficient balance to fund construction, so these funds will need to come from other sources. There are two additional projects that do not require action today, but will require construction funding in the future. These projects are 1) Repair of the Milton Rd. Levy (approximately $100K), and 2) a bank repair on White Sulphur Springs Creek (approximately $225K).

Once bid openings for all projects take place staff will return to the Board for a recommendation to award construction contracts and make all necessary budget adjustments to move the projects into the construction

phase. Staff recommends the construction phase for these projects is funded from County emergency reserve funds.

Requested Actions:

1. Approve the creation of new projects for the "Redwood Rd MPM 5.41, RDS 26-22" (Fund 2040, Sub-Division 2040500, Project 26023), "Mt Veeder Rd MPM 4.3, RDS 26-24" (Fund 2040, Sub-Division 2040500, Project 26024), "Diamond Mountain Rd Slide Repair, RDS 26-39" (Fund 2040, Sub-Division 2040200, Project 26026), "White Sulphur Spring Rd Slide Repair, RDS 26-37" (Fund 2040, Sub-Division 2040500, Project 26027), and "550 Wall Road Landslide Repair, RDS 26-38" (Fund 2040, Sub -Division 2040500, Project 26028);
2. Approve and authorize Agreement No. 260285B for a contract maximum of $224,594 with ADKO Engineering Inc. for the Redwood Rd MPM 5.41 project and approve a Budget Amendment for the following (4/5 vote required):
    a. Increase Intrafund Transfers-Out appropriations by $304,594 in the Road Operations Budget, (Fund 2040, Sub-Division 2040000, Account 57900) offset by use of its available fund balance to be transferred to project 26023 and increase to its Intrafund Transfers - In revenue (Fund 2040, Sub-Division 2040500, Project 26023, Account 49900);
    b. Increase Consulting Services appropriations by $224,594 in project 26023 (Fund 2040, Sub-Division 2040500, Project 26023, Account 52310) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget;
    c. Increase Engineer Services appropriations by $80,000 in project 26023 (Fund 2040, Sub-Division 2040500, Project 26023, Account 52145) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget; and
3. Approve and authorize Agreement No. 260286B for a contract maximum of $376,986 with ADKO Engineering Inc. for the Mt. Veeder Rd MPM 4.3 project and approve a Budget Amendment for the following (4/5 vote required):
    a. Increase Intrafund Transfers-Out appropriations by $456,986 in the Roads Operations Budget, (Fund 2040, Sub-Division 2040000, Account 57900) offset by use of its available fund balance to be transferred to project 26024 and increase to its Intrafund Transfers - In revenue (Fund 2040, Sub-Division 2040500, Project 26024, Account 49900);
    b. Increase Consulting Services appropriations by $376,986 in project 26024 (Fund 2040, Sub-Division 2040500, Project 26024, Account 52310) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget;
    c. Increase Engineer Services appropriations by $80,000 in project 26024 (Fund 2040, Sub-Division 2040500, Project 26024, Account 52145) offset by an Intrafund Transfes-In revenue from the Roads Operations Budget; and
4. Approve and authorize Agreement No. 260303B for a contract maximum of $19,507 with ADKO Engineering Inc. for the Diamond Mountain Rd Slide Repair project and approve a Budget Amendment for the following (4/5 vote required):
    a. Increase Intrafund Transfers-Out appropriations by $100,000 in the Roads Operations Budget,

(Fund 2040, Sub-Division 2040000, Account 57900) offset by use of its available fund balance to be transferred to project 26026 and increase to its Intrafund Transfers - In revenue (Fund 2040, Sub-Division 2040500, Project 26026, Account 49900);

b. Increase Consulting Services appropriations by $90,000 in project 26026 (Fund 2040, Sub-Division 2040500, Project 26026, Account 52310) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget;

c. Increase Engineer Services appropriations by $10,000 in project 26026 (Fund 2040, Sub-Division 2040500, Project 26026, Account 52145) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget; and

5. Approve and authorize Agreement No. 260300B for a contract maximum of $366,922 with ADKO Engineering Inc. for the White Sulphur Spring Rd Slide Repair project and approve a Budget Amendment for the following (4/5 vote required):

   a. Increase Intrafund Transfers-Out appropriations by $446,922 in the Roads Operations Budget, (Fund 2040, Sub-Division 2040000, Account 57900) offset by use of its available fund balance to be transferred to project 26027 and increase to its Intrafund Transfers - In revenue (Fund 2040, Sub-Division 2040500, Project 26027, Account 49900);

   b. Increase Consulting Services appropriations by $366,922 in project 26027 (Fund 2040, Sub-Division 2040500, Project 26027, Account 52310) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget;

   c. Increase Engineer Services appropriations by $80,000 in project 26027 (Fund 2040, Sub-Division 2040500, Project 26027, Account 52145) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget; and

6. Approve and authorize Agreement No. 260302B for a contract maximum of $319,389 with ADKO Engineering Inc. for the 550 Wall Road Landslide Repairs project and approve a Budget Amendment for the following (4/5 vote required):

   a. Increase Intrafund Transfers-Out appropriations by $399,389 in the Roads Operations Budget, (Fund 2040, Sub-Division 2040000, Account 57900) offset by use of its available fund balance to be transferred to project 26028 and increase to its Intrafund Transfers - In revenue (Fund 2040, Sub-Division 2040500, Project 26028, Account 49900);

   b. Increase Consulting Services appropriations by $319,389 in project 26028 (Fund 2040, Sub-Division 2040500, Project 26028, Account 52310) offset by an Intrafund Transfers-In revenue from the Roads Operations Budget;

   c. Increase Engineer Services appropriations by $80,000 in project 26028 (Fund 2040, Sub-Division 2040500, Project 26028, Account 52145) offset by an Intrafund Transfers-In revenue 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:	The repairs are needed to prevent further damage and ensure safety.
Is the general fund affected?	No
Future fiscal impact:	Funding will be needed in FY 26-27 for final design, permitting and construction. Permits may require mitigation planting and monitoring for up to 10 years after construction completion.
Consequences if not approved:	Slides could damage more of the roadways, which could potentially remove road access for residents and result in a major disruption of emergency response and traffic flow in the affected areas.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed project 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. 260285B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this _____day of _____, 2026 ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," "Contractor," or "ADKO."

RECITALS

A. County wishes to obtain professional services in order to provide engineering design and support services for the Redwood Road MPM 5.41 Slide Repair Project.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for Road Infrastructure Repair Projects and other related services that is valid until 2029.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of two hundred twenty four thousand five hundred ninety four dollars and twenty four cents ($224,594.24); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any

liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is

otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Dewey Phan	Majdi Kanaan, President
Assistant Engineer	Iman Kanaan, CFO
Napa County Department of Public Works	ADKO Engineering, Inc.
1195 Third Street, Suite 101	140 Diamond Creek Place
Napa, CA 94559	Roseville, CA 95747

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or

phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 Exhibits A, B, C and D to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1)

were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADKO ENGINEERING, INC.

By_____
MAJDI KANAAN, President

By_____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: January 28, 2026	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

Within this Exhibit "A", references to "our" mean "ADKO's" and references to "we" mean "ADKO."

PROJECT UNDERSTANDING

4620 Redwood Road Scope of Work

During the storm event that started in December of 2025, significant damage occurred at 4260 Redwood Road, which is located in the unincorporated Napa County. 4260 Redwood Road sustained road and bank failure consisting of downslope failure on the (northern) side of the roadway, where a portion of the road slid down the hillside threatening the remaining portions of the road. The slide is approximately 35 feet long. 4260 Redwood Road sustained slope creep from the heavy rain damaging the roadway approximately.

During our site visit, the preferred repair alternative so that a travel lane may remain open during construction. In addition to our geotechnical services, topographic survey, environmental review and structural/civil design will also be needed. We recommend digging the slide up, installing drainage and build a +/- 35-foot-long on a 1:1 riprap and restore the road. where significant settlement occurred. The buttress will likely be ten feet high. Filling and repaving the roadway will be required to restore the asphalt surface and pre-slide drainage patterns. A sub-drain will be required at the bottom of the riprap.

The road will need to be reconstructed for a distance of 235 feet centered at the side of the slide with a drivable ditch at the other side of the road. Rip rap slope repair since a right-of-entry was acquired from downslope owner. Average rip rap is 5 feet thick, approx. 350-400 tons of rock total set-in keyway or bench at bottom of slope that will factor into drainage at base of riprap. May line uphill ditch with concrete or asphalt to reduce downcutting. Protecting neighbor driveway during work was discussed, along with PG&E undergrounding schedule that will need to be coordinated. Topo was ordered and expected to be done this week.

The above design solution will be further evaluated in the design phase of the projects, and the most feasible, constructible and cost-effective design solution will be proposed to the County in the 35% design development phase. ADKO Engineering will work closely with the geotechnical engineer Miller Pacific Engineering Group to determine the best repair type considering the environmental impacts.

ADKO Engineering has reviewed available project information provided by Miller

Pacific and Napa County such as the recommendations by Mike Morisoli. We will coordinate with the County to obtain any additional data required for the design development.

Design of the repair will utilize Napa County, Caltrans Standards, and other appropriate standards and guidance documents. Design will be based on geotechnical recommendations and other engineering studies and evaluations. Existing or pre-damage roadway widths, stripping, and pavement section will be maintained unless geotechnical and engineering studies recommend otherwise. Safety and drainage features will be incorporated as appropriate.

ADKO understands that the budget has to be managed closely and that the project is also time sensitive. ADKO will work closely with the County project manager to manage budget, quality and schedule.

SCOPE OF WORK

ADKO Engineering shall provide the following engineering services for the project.

TASK 1: PROJECT MANAGEMENT ($9,942.40)

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

Task 1.2: QC Engineer

ADKO's Senior Engineer will provide QC and constructability reviews on the 35%, 65% and 100% submittals. The review will be documented and submitted to County at the request of the project manager. The QC engineer will back check work product to ensure comments were addressed.

Task 1.3: QA Services

ADKO will provide QA services and reviews. The reviews will be documented and submitted to County at each phase of the project.

Task 1.4: Project Meetings and Site Visit

ADKO's team will participate in design development meetings and resolve technical issues as they arise and to review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and

respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- QA/QC review comments
- Schedules

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS ($12,338.48)

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys of both sites. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by Brian Frazier, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by Mark Garrette, PLS, including data reduction, terrain modeling, boundary analysis and quality control. CTA assumes any right of entry or encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1’ contours across both.

- Prepare a 1"= 20' topographic survey exhibit for each site. Each exhibit will also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum's used.
- Prepare legal description and exhibit plat for Temporary Construction Easements

Task 2.2: Survey Verification

Albion Surveys will perform construction survey verification of the contractor's layout.

Deliverables:

- Digitally signed pdf copy of each survey site.
- AutoCAD drawing files of each site
- Copies of field notes and photos taken during our field survey efforts.
- Plats and legal descriptions (assumes one per site)
- Survey verification memorandum

TASK 3: GEOTECHNICAL ($26,795.00)

Following recent site visits, including one with County Staff on January 15th, and experiences at similar sites, we are pleased to propose our geotechnical engineering services for the design and construction of a new rip-rap buttress to improve stability of the damaged downslope (westbound) roadway shoulder along Redwood Road just west of the 4620 Mt. Veeder Road address. Landsliding during the winter of 2024/2025 damaged about 35 feet of roadway shoulder so that a small area of asphalt is undermined with a very steep slope down to a residential driveway.

We understand a right-of-entry has been negotiated with the downslope property owner so a rip-rap buttress of approximately 400 ton of rip-rap is believed to be the most cost effective and practical solution to repair the damage. Some of the work can be performed from the downhill (private) driveway and some work will be performed from the public (Redwood) roadway so intermittent traffic closures will be required on Redwood Road. The purpose of our services is to develop geotechnical criteria for the project design team to use in preparing construction plans and technical specifications for the project.

Task 3.1: Geotechnical Report

Based on our observations of existing conditions and probing of conditions at the bottom of the slide area, we will prepare a geotechnical report with recommendations for the buttress, including approximate keyway/bench location, drainage in the keyway, rock sizes, recommended slopes and roadway restoration notes. We will prepare a rough site plan based on new topographic mapping we understand will be provided.

Task 3.2: Supplemental Consultation

We will consult with the project consultants and County Staff as plans are being prepared and we will review plans to offer an opinion on whether they conform to our recommendations.

Task 3.3: Construction Observations and Materials Testing

We will consult with the project consultants and County Staff as plans are being prepared and we will review plans to offer an opinion on whether they conform to our recommendations. If additional slope movement is observed, we will also consult with the County on options to protect the downslope house and other items.

Deliverables:

- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing report

TASK 4: ENVIRONMENTAL STUDIES ($60,590.44)

Task 4.1: Cultural Resources Assessment and Letter Report

Kleinfelder will conduct a records search at the Northwest Information Center (NWIC), located at Sonoma State University to request all previous site records and reports completed within the project area and the surrounding 0.5-mile radius. Staff will also conduct site-specific research for the project area and surrounding vicinity including references on file from previous work conducted in the project vicinity and a review of historic maps (e.g., Sanborn Fire Insurance Maps, Government Land Office Plat Maps). The cultural resources review will identify any previous archaeological and/or historic-period built environment resources reported in the area. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) will be conducted to determine if any SLFs have been reported within the Project Area or surrounding vicinity.

Kleinfelder will also conduct a cultural resources survey and inventory of the project area to assess any cultural resources present on the site. This task assumes one archaeologist will perform one, 8- hour field survey and record and/or update resources within the project area. Only one resources, Redwood Rd, is anticipated and if additional cultural resources are identified an adjusted scope will be prepared. This estimate includes costs associated with pre-field preparation, travel, and other direct costs (e.g., mileage, global positioning system [GPS] usage). Within approximately 30 business days after completion of the fieldwork, a Draft Cultural

Resources Inventory Report will be prepared and submitted. One report will be prepared to satisfy both CEQA and Section 106 of the National Historic Preservation Act (NHPA). The report will describe the results of the background research, cultural context, records search and survey results, and any management recommendations.

A map depicting the limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed (NTP).

- No Native American consultation support is included.
- No in-person meetings are required for archaeological or tribal cultural resources.
- The cost of the records search at the NWIC will not exceed $500.
- This scope assumes no more than one cultural resource will require recordation or updates. If additional cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and a scope/budget augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- One electronic version of the Archaeological Assessment Report will be provided within approximately 6 weeks of NTP. Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the report.

Task 4.2: Biological Resources Assessment and Letter Report

This task is comprised of a pre-field desktop evaluation of terrestrial wildlife and plant species and habitats, and a one-day reconnaissance-level biological field survey to document existing biological resources within the proposed project area. Prior to the field survey, a query of the following databases will be performed to identify any occurrences of listed or special-status species, sensitive habitats, and/or rare and endangered plants found within a two-mile radius of the site:

- California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB)
- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Planning Tool
- USFWS National Wetlands Inventory (NWI),
- California Native Plant Society (CNPS) Rare Plant Inventory

- USFWS Critical Habitat Mapper

During the field survey, a Kleinfelder biologist will create a baseline biological resources map that will include vegetation communities and conspicuous sensitive species. Vegetation communities will be mapped and recorded on an appropriately scaled aerial photograph of the project area via a handheld digital field mapping tool. During the field survey, a general inventory of plant and wildlife species detected by sight, calls, tracks, scat, or other signs will be compiled, as well as any habitat that could potentially support special-status species or sensitive biological communities. Furthermore, any sensitive resources which require focused surveys that may occur on the site but are not apparent at the time of the survey, will be identified, including rare annual plants, sensitive amphibian, reptile, mammalian or avian species.

The results of the biological field survey will be presented in a technical letter report. The report will include a description of the project, a discussion of the survey methods, an assessment of existing vegetation communities, sensitive biological resources, wetlands or other waters potentially under jurisdiction of the U.S. or State, the significance of potential project impacts in accordance with CEQA and/or NEPA, and any recommended avoidance and mitigation measures that would be necessary for project approval to avoid or reduce these impacts.

The need for additional focused biological surveys or formal wetlands delineation will be identified, as well as regulatory mechanisms necessary for approval of the slide repair. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential wetlands or waters of the U.S. or State. Proposed mitigation requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines.

- Does not include permitting assistance. Kleinfelder would be happy to provide a separate scope and cost upon request.
- Does not include biological monitoring costs if needed. Kleinfelder would be happy to provide a separate scope and cost upon request.
- Mileage at the standard 2026 Internal Revenue Service (IRS) rate is included in this task

Task 4.3: Northern Spotted Owl Protocol-Level Surveys (Optional)

A team of two qualified Kleinfelder biologists will conduct protocol-level surveys for Northern spotted owl (NSO) within an approximate 0.25-mile buffer around the project area that contains suitable habitat for NSO. Up to 100 acres will be included in the buffer area. The survey procedure will follow guidance from the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012) and will consist of performing six nighttime spot calling surveys at established calling

stations. Surveys will be performed at least seven days apart, and at least three of the complete visits will be conducted before 30 June; this includes at least two visits in May and one in June. A digital wildlife caller will be used and NSO recordings will be played for the duration of approximately 3-4 complete calls, then 1-2 minutes will be spent listening at each station before playing another set of calls. This cycle will be repeated for approximately 10-15 minutes at each station, or until a NSO responds. Surveys will not be performed during periods of inclement weather (e.g., rain, heavy fog, or high winds), or in areas near streams where there is potential for noise interference with NSO calls.

During each survey, datasheets will be utilized to record information regarding survey time, location, weather, presence of other raptors, compass bearing and approximate distance to NSO, time of first response, age of NSO (if known), status (resident single, individual, or pair, and if there is an active nest), and type of detection (audible or visual). Each NSO estimated location will be recorded with a GPS device and depicted on an appropriately scaled map.

Should a NSO detection occur during any of the nighttime calling surveys, this task includes one daytime follow-up survey to determine the status of the detected NSO. Should there be a gap between project initiation/construction and the start of the NSO nesting season, this task includes up to three spot check surveys, to be performed using the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012). A summary memo for each spot check survey is included in this task.

The results of the surveys will be documented in an email from Kleinfelder to ADKO and Napa County within 48 hours after completion. A memo will be prepared at the conclusion of the surveys that will describe the site location, times and dates of the surveys, weather observations, methods, and results of the surveys. Any active nests will be recorded by the qualified biologist and depicted on a field map for documentation. This task includes up to 12 total hours of time for coordination between Kleinfelder, ADKO and Napa County, coordination with CDFW regarding the results of the protocol-level surveys, and response to any comments from CDFW on the summary memo.

Assumptions:

- Napa County will coordinate access to private property within the buffer area as necessary and will make landowner notifications prior to the surveys.
- No additional daytime follow-up surveys are included, as Kleinfelder will

assume surveys are complete and the project area is occupied if a NSO is detected.

- Per diem and mileage at the standard federal 2026 GSA rate is included in this task.

TASK 5: DESIGN ($99,490.56)

Task 5.1: Design Basis Memorandum

The ADKO Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination.

Deliverables:

- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 5.2: 65% PS&E Submittal

The ADKO team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The ADKO Team will follow 2015 Caltrans and County specifications wherever possible. ADKO will be responsible for the retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables:

- 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.3 95%: PS&E Submittal

The ADKO Team will refine the 65% PS&E and generate the 95% PS&E design by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.4: Issued for Bid PS&E Submittal

The ADKO Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the ADKO Team's technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 6: CONSTRUCTION SUPPORT ($15,437.36)

Task 6.1: Bid support

ADKO team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

Task 6.2: Design Services during Construction

ADKO team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations
- Construction close-out punch list and construction certification of completion (PDF)

Task 6.3: As-Built Design Plans

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Task 6.4: Resident Engineer/Structures Representative

ADKO team will provide a resident engineer during construction. The resident engineer will prepare weekly resident engineer's report and work closely with the

construction engineer and design team to ensure the project is constructed in compliance with the contract documents and schedule. The resident engineer will attend construction progress meetings and prepare meeting minutes and track RFI, submittals and change orders, etc.

Assumptions

- This Project will be designed to Caltrans 2023 Standard Plans and Specifications.
- County will obtain Encroachment Permit to cover the ADKO Team.
- The County will provide the right-of-way width information.
- County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

4620 Redwood Rd MPM 5.41
ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzi Engineering Designer	Haroon Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	*$248.56*	*$195.00*	*$202.80*	*$182.00*	*$182.00*	*$192.40*							
No.	**Task Description**													
1	**TASK 1: PROJECT MANAGEMENT AND MEETINGS**	40	0	0	0	0	0	40	$ 9,942.40					$ 9,942.40
	1.1 Project Management	*16*						*16*	*$ 3,976.96*					$ 3,976.96
	1.2 Project Meetings and Site Visit	*24*						*24*	*$ 5,965.44*					$ 5,965.44
2	**TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS**	8	0	0	0	0	0	8	$ 1,988.48		$ 9,000.00		$ 1,350.00	$ 12,338.48
	2.1 Field Surveys and Mapping	8						*8*	*$ 1,988.48*		*$ 7,500.00*		*$ 1,125.00*	$ 10,613.48
	2.2 Survey Verification Construction Phase							*0*	*$ -*		*$ 1,500.00*		*$ 225.00*	$ 1,725.00
3	**TASK 3: GEOTECHNICAL**	0	0	0	0	0	0	0	$ -	$ 23,300.00	$ -		$ 3,495.00	$ 26,795.00
	3.1 Geotechnical Investigation Report with Recommendations							*0*	*$ -*	*$ 6,800.00*			*$ 1,020.00*	$ 7,820.00
	3.2 Supplemental Consultation							*0*	*$ -*	*$ 1,500.00*			*$ 225.00*	$ 1,725.00
	3.3 Construction Observation and Testing							*0*	*$ -*	*$ 15,000.00*			*$ 2,250.00*	$ 17,250.00
4	**TASK 4: ENVIRONMENTAL STUDIES**	8	0	0	0	0	0	8	$ 5,965.44	$ -	$ -	$ 47,500.00	$ 7,125.00	$ 60,590.44
	4.1 Cultural Resources Assessment and Letter Report	8						*8*	*$ 1,988.48*			*$ 12,500.00*	*$ 1,875.00*	$ 16,363.48
	4.2 Biological Resources Assessment and Letter Report	8						*8*	*$ 1,988.48*			*$ 12,500.00*	*$ 1,875.00*	$ 16,363.48
	4.3 Northern Spotted Owl Protocol-Level Surveys (Feb 1 – August 31)	8						*8*	*$ 1,988.48*			*$ 22,500.00*	*$ 3,375.00*	$ 27,863.48
5	**TASK 5: DESIGN**	56	0	404	20	0	0	480	$ 99,490.56					$ 99,490.56
	5.1 Design Basis Memorandum	*4*			*4*			*8*	*$ 1,722.24*					$ 1,722.24
	5.2 35% Roadway Plans and Estimate Submittal	*16*		*120*	*4*			*140*	*$ 29,040.96*					$ 29,040.96
	5.3 65% Roadway PS&E Submittal	*16*		*140*	*4*			*160*	*$ 33,096.96*					$ 33,096.96
	5.4 95% Roadway PS&E Submittal	*16*		*120*	*4*			*140*	*$ 29,040.96*					$ 29,040.96
	5.5 100% Roadway PS&E Submittal	*4*		*24*	*4*			*32*	*$ 6,589.44*					$ 6,589.44
6	**TASK 6: CONSTRUCTION SUPPORT**	21	0	32	4	0	0	57	$ 15,437.36					$ 15,437.36
	6.1 Bid Support	4		8				*12*	*$ 2,616.64*					$ 2,616.64
	6.2 Design Services During Construction	16		16	4			*36*	*$ 7,949.76*					$ 7,949.76
	6.3 As-Built Design Plans	1		8				*9*	*$ 1,870.96*					$ 1,870.96
	6.4 Resident Engineer/Structures Rep							*0*	*$ 3,000.00*					$ 3,000.00
	TOTAL HOURS	133	0	436	24	0	0	593						
	TOTAL COST	$ 33,058.48	$ -	$ 88,420.80	$ 4,368.00	$ -	$ -		$ 132,824.24	$ 23,300.00	$ 9,000.00	$ 47,500.00	$ 11,970.00	$ 224,594.24

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

NAPA COUNTY AGREEMENT NO. 260286B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this _____day of _____, 2026 ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," "Contractor," or "ADKO."

RECITALS

A. County wishes to obtain professional services in order to provide engineering design and support services for the Mt Veeder Road MPM 4.3 Slide Repair Project.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for Road Infrastructure Repair Projects and other related services that is valid until 2029.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of three hundred seventy six thousand nine hundred eighty five dollars and fifty two cents ($376,985.52); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any

liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is

otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Dewey Phan	Majdi Kanaan, President
Assistant Engineer	Iman Kanaan, CFO
Napa County Department of Public Works	ADKO Engineering, Inc.
1195 Third Street, Suite 101	140 Diamond Creek Place
Napa, CA 94559	Roseville, CA 95747

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or

phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 Exhibits A, B, C and D to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1)

were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADKO ENGINEERING, INC.

By_____
MAJDI KANAAN, President

By_____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: January 28, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

Within this Exhibit "A", references to "our" mean "ADKO's" and references to "we" mean "ADKO."

PROJECT UNDERSTANDING

During the storm event that started in December of 2025, significant damage occurred at Mt Veeder Road MPM 4.3, which is located in Napa County. Following heavy rainfall in late December, the sliding undermined a foot or a little more of the roadway edge with a vertical drop of approximately 12 feet.

The road bank failure consisting of downslope failure on the (eastern) side of the roadway, where a portion of the road slid down the hillside threatening the remaining portions of the road. The slide is approximately 35 feet long. Three culverts are in the slide area; the middle culvert is at the north end of the significant slide area and that culvert separated from the edge of road and moved about 10 feet downhill. The northern culvert may have separated from the edge of road, allowing concentrated surface water to saturate the fill slope, possibly triggering the slide. There's no pipe under the road with this northern culvert, it collected water on the downhill edge of pavement and conveyed it about 20 feet down the slope. The 30 inch diameter southern culvert is intact but riprap is missing below the pipe outfall for approximately 10 feet deep. The southern culvert conveys water from the SW corner of Mt. Veeder and Lokoya Road intersection and discharges water into a deeply eroded gully just below Mt. Veeder Road. The third culvert was found further to the north about 64 feet from the slide. This third culvert has a head wall on the other side of the road that needs to be demolished. The third culvert entrance will need an inlet for it to be connected to the culvert located on Lokoya road. This slide includes the fill wedge that was historically placed to construct the cut-fill roadway.

A site visit was conducted with County staff on January 16, 2026 including Mike Morisoli. Due to the very steep downslope terrain and potential for future erosion, the following was recommended by the team:

1. Reinforced concrete wall supported on drilled piers, 124' long with an add alternate option of 64' to the north due to some cracking/lateral creep observed at roadway surface. Preliminary wall layout summarized below, to be confirmed after topo and if any additional movement occurs:

   Wall height – wall length From North end

   4' high – 0 to Sta 0+16

   8' high – 00+16 to 0+24

11' high – 0+24 to 0+32
14' high – 0+32 to 0+64
12' high – 0+64 to 0+72
10' high – 0+72 to 0+80
8' high – 0+80 to 0+88
4' high – 0+88 to 0+124

2. Relocate existing riprap at the slide to the southern 30" diameter CMU pipe outfall.
3. Extend the existing third culvert to the culvert coming out of Lokoya Road about 20 feet up from Mt Veeder Road.
4. Place about 10 ton riprap at the third pipe outfall.

Three culverts are present in work area, all 18-inch diameter: #1) south of slide, #2) in slide, #3) north of slide. New rip rap placement needed under culverts #1 (south) and #3 (north), severe erosion and gully-ing visible in ravines below existing culverts. Can re-use rip rap from slide area where it will be removed for wall construction. Culvert #2 within side area is currently disconnected and will not be re- used. New retaining wall backdrain to outlet at base of wall, replace culvert #2. All culverts should extend as far downslope as is feasible. Northernmost #3 culvert is fed by drainage inlet that extends from Lokoya Rd on upslope side of Mt Veeder Road. County notes that existing failing headwall should be replaced with 18" culvert extending from the inlet at Lokoya Road down to inboard side of Mt Veeder Road and into existing pipe. May also tight pipe the culvert outlet below Lokoya that discharges into a deeply eroded gully between Veeder and Lokoya.

PG&E proposes to use sand bedding and base rock but would still like to use native soil slurry backfill. Given issues on Mt. Veeder, we may want check dams and subdrains in PG&E trench in steeper/poorly performing areas of Veeder. No need for special trench details in this immediate area however.

ADKO Engineering has reviewed available project information provided by Miller Pacific Group and Napa County. We will coordinate with the County to obtain any additional data required for the design development.

In addition to our structural/civil design, geotechnical services and topographic survey will also be needed. Based on site visits with County Staff, the repair will include a 118-foot cast-in-drilled hole pile. The wall height varies.

The above design solution will be further evaluated in the design phase of the projects and the most feasible, constructible and cost-effective design solution will be

proposed to the County in the 35% design development phase. ADKO Engineering will work closely with the geotechnical engineer Miller Pacific Engineering Group to determine the best repair type considering the environmental impacts.

Design of the repair will utilize Napa County, Caltrans Standards, and other appropriate standards and guidance documents. Design will be based on geotechnical recommendations and other engineering studies and evaluations. Existing or pre-damage roadway widths, stripping, and pavement section will be maintained unless geotechnical and engineering studies recommend otherwise. Safety and drainage features will be incorporated as appropriate.

ADKO understands that the budget has to be managed closely and that the project is also time sensitive. ADKO will work closely with the County project manager to manage budget, quality and schedule.

ADKO Engineering shall provide the following engineering services for the project.

TASK 1: PROJECT MANAGEMENT AND MEETINGS ($9,942.40)

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule.
- Manage project budget and prepare monthly invoices

Task 1.2: QC Services

ADKO's Senior Engineer will provide QC and constructability reviews on the 35%, 65% and 100% submittals. The review will be documented and submitted to County at the request of the project manager. The QC engineer will back check work product to ensure comments were addressed.

Task 1.3: QA Services

BCA will provide QA services and reviews. The reviews will BE documented and submitted to County at each phase of the project.

Task 1.4: Project Meetings

ADKO's team will participate in design development meetings and resolve technical issues as they arise and review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- QA/QC review comments
- Schedules

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS ($12,338.48)

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys of both sites. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by Jon Webb, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by Jon Webb, PLS, including data reduction, terrain modeling, boundary analysis and quality control. Albion assumes any right of entry or encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1’ contours across both.
- Prepare a 1”= 20’ topographic survey exhibit for each site. Each exhibit will

also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum's used.

- Prepare legal description and exhibit plat for Temporary Construction Easements

Task 2.2: Survey Verification

Albion Surveys will perform a construction survey verification of the contractor's layout.

Deliverables:

- Digitally signed pdf copy of each survey site.
- AutoCAD drawing files of each site
- Copies of field notes and photos taken during our field survey efforts.
- Plats and legal descriptions (assumes one per site)
- Survey verification memorandum

TASK 3: GEOTECHNICAL ($50,600.00)

Following recent site visits, including one with County Staff on January 15th, and experiences at similar sites, we are pleased to propose our geotechnical engineering services for the design and construction of a new retaining wall to improve stability and reconstruct the damaged downslope (northbound) roadway shoulder along Mt. Veeder Road, immediately north of Lokoya Road. Landsliding in late December 2025 damaged about 120 feet of roadway so that only the southbound (uphill) travel lane is currently available to vehicles. Additional cracking to the north of the 120 foot area was discussed during our January 15th site visit with a consensus that additional wall length would be included as an add-alternative bid item.

Due to the steep downslope terrain, a 4 to 14 foot high concrete wall supported on drilled piers will be the preferred repair alternative although that concept may change if additional movement occurs prior to winter end or completion of repairs. As with other sites that have the downhill failures, construction of the anticipated retaining wall should allow a travel lane to remain open during construction. The purpose of our services is to develop geotechnical criteria for the project design team to use in preparing construction plans and technical specifications for the project.:

Task 3.1: Geotechnical Investigation

Based on existing conditions and drill rig access, we propose one day of exploratory borings where we anticipate completing two borings with truck mounted equipment to a maximum depth of about 35 feet or refusal in hard rock. We will sample

frequently and retain samples for laboratory testing. Water levels will be measured, and the borings will be backfilled prior to leaving the site. We will prepare a site plan along with borings logs/laboratory test results for transmittal to the project team.

Based on the findings from our drilling, we will prepare a Geotechnical Investigation Report with recommendations for the new retaining wall along with backfill criteria and shoulder reconstruction. Our report will also include recommendations for new roadway pavements in the project area and subsurface drainage, minimum wall length and height along with figures and other supporting documentation.

Task 3.2: Supplemental Consultation

We will consult with the project consultants and County Staff as plans are being prepared and we will review plans to offer an opinion on whether they conform to our recommendations.

Task 3.3: Construction Observation and Testing (Allowance)

During construction, we should be present intermittently to observe and test the geotechnical portions of the work to verify conditions are as anticipated and that the Contractor's workmanship is in general conformance to the project plans and specifications. Likely items to be observed include drilled pier excavations and concrete placement, wall drainage and backfill placement and compaction along with other items, depending on final design and roles of other consultants.

Deliverables:

- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing report

TASK 4: ENVIRONMENTAL STUDIES ($63,776.96)

Task 4.1: Biological Resources Assessment and Report

This task is comprised of a pre-field desktop evaluation of terrestrial wildlife and plant species and habitats, and a one-day reconnaissance-level biological field survey to document existing biological resources within the proposed project area. Prior to the field survey, a query of the following databases will be performed to identify any occurrences of listed or special-status species, sensitive habitats, and/or rare and endangered plants found within a two-mile radius of the site:

- California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB)
- U.S. Fish and Wildlife Service (USFWS) Information for Planning and

Consultation (IPaC) Planning Tool
- USFWS National Wetlands Inventory (NWI),
- California Native Plant Society (CNPS) Rare Plant Inventory
- USFWS Critical Habitat Mapper

During the field survey, a Kleinfelder biologist will create a baseline biological resources map that will include vegetation communities and conspicuous sensitive species. Vegetation communities will be mapped and recorded on an appropriately scaled aerial photograph of the project area via a handheld digital field mapping tool. During the field survey, a general inventory of plant and wildlife species detected by sight, calls, tracks, scat, or other signs will be compiled, as well as any habitat that could potentially support special-status species or sensitive biological communities. Furthermore, any sensitive resources which require focused surveys that may occur on the site but are not apparent at the time of the survey, will be identified, including rare annual plants, sensitive amphibian, reptile, mammalian or avian species.

The results of the biological field survey will be presented in a technical letter report. The report will include a description of the project, a discussion of the survey methods, an assessment of existing vegetation communities, sensitive biological resources, wetlands or other waters potentially under jurisdiction of the U.S. or State, the significance of potential project impacts in accordance with CEQA and/or NEPA, and any recommended avoidance and mitigation measures that would be necessary for project approval to avoid or reduce these impacts.

The need for additional focused biological surveys or formal wetlands delineation will be identified, as well as regulatory mechanisms necessary for approval of the slide repair. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential wetlands or waters of the U.S. or State. Proposed mitigation requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines.

Assumptions:
- Does not include permitting assistance. Kleinfelder would be happy to provide a separate scope and cost upon request.
- Mileage at the standard 2026 Internal Revenue Service (IRS) rate is included in this task.

Task 4.2: Cultural Resources Assessment and Letter Report

Kleinfelder will conduct a records search at the Northwest Information Center (NWIC), located at Sonoma State University to request all previous site records and reports completed within the project area and the surrounding 0.5-mile radius. Staff

will also conduct site-specific research for the project area and surrounding vicinity including references on file from previous work conducted in the project vicinity and a review of historic maps (e.g., Sanborn Fire Insurance Maps, Government Land Office Plat Maps). The cultural resources review will identify any previous archaeological and/or historic- period built environment resources reported in the area. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) will be conducted to determine if any SLFs have been reported within the Project Area or surrounding vicinity. Kleinfelder will also conduct a cultural resources survey and inventory of the project area to assess any cultural resources present on the site. This task assumes one archaeologist will perform one, 8-hour field survey and record MPM 4.3 of Mt. Veeder Rd. This estimate includes costs associated with pre-field preparation, travel, and other direct costs (e.g., mileage, global positioning system [GPS] usage). Within approximately 30 business days after completion of the fieldwork, a Draft Cultural Resources Inventory Report will be prepared and submitted. One report will be prepared to satisfy both CEQA and Section 106 of the National Historic Preservation Act (NHPA). The report will describe the results of the background research, cultural context, records search and survey results, and any management recommendations.

- A map depicting the limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed (NTP).
- No Native American consultation support is included.
- No in-person meetings are required for archaeological or tribal cultural resources.
- The cost of the records search at the NWIC will not exceed $500.
- This scope assumes no more than one cultural resource will require recordation or updates. If additional cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and a scope/budget augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- One electronic version of the Archaeological Assessment Report will be provided within approximately 6 weeks of NTP. Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the report.
- Mileage at the standard 2026 IRS rate is included in this task.

Task 4.3: Northern Spotted Owl Protocol-Level Surveys

A team of two qualified Kleinfelder biologists will conduct protocol-level surveys for Northern spotted owl (NSO) within an approximate 0.25-mile buffer around the project area that contains suitable habitat for NSO. Up to 100 acres will be included in the buffer area. The survey procedure will follow guidance from the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012) and will consist of performing six nighttime spot calling surveys at established calling stations. Surveys will be performed at least seven days apart, and at least three of the complete visits will be conducted before 30 June; this includes at least two visits in May and one in June. A digital wildlife caller will be used and NSO recordings will be played for the duration of approximately 3-4 complete calls, then 1-2 minutes will be spent listening at each station before playing another set of calls. This cycle will be repeated for approximately 10-15 minutes at each station, or until a NSO responds. Surveys will not be performed during periods of inclement weather (e.g., rain, heavy fog, or high winds), or in areas near streams where there is potential for noise interference with NSO calls.

During each survey, datasheets will be utilized to record information regarding survey time, location, weather, presence of other raptors, compass bearing and approximate distance to NSO, time of first response, age of NSO (if known), status (resident single, individual, or pair, and if there is an active nest), and type of detection (audible or visual). Each NSO estimated location will be recorded with a GPS device and depicted on an appropriately scaled map.

Should a NSO detection occur during any of the nighttime calling surveys, this task includes one daytime follow-up survey to determine the status of the detected NSO. Should there be a gap between project initiation/construction and the start of the NSO nesting season, this task includes up to three spot check surveys, to be performed using the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012). A summary memo for each spot check survey is included in this task.

The results of the surveys will be documented in an email from Kleinfelder to ADKO and Napa County within 48 hours after completion. A memo will be prepared at the conclusion of the surveys that will describe the site location, times and dates of the surveys, weather observations, methods, and results of the surveys. Any active nests will be recorded by the qualified biologist and depicted on a field map for documentation. This task includes up to 12 total hours of time for coordination between Kleinfelder, ADKO and Napa County, coordination with CDFW regarding the results of the protocol-level surveys, and response to any comments from CDFW on the summary memo.

Assumptions:

- Napa County will coordinate access to private property within the buffer area as necessary and will make landowner notifications prior to the surveys.
- No additional daytime follow-up surveys are included, as Kleinfelder will assume surveys are complete and the project area is occupied if a NSO is detected.
- Per diem and mileage at the standard federal 2026 GSA rate is included in this task.

TASK 5: DESIGN ($210,774.72)

Task 5.1: Design Basis Memorandum

The ADKO Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination.

Deliverables:

- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 5.2: 35% PS&E Submittal

The ADKO team will prepare 35% preliminary plans and estimates for roadway design and retaining wall. The ADKO Team will follow 2023 Caltrans and County specifications wherever possible. ADKO will be responsible for retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Task 5.3: 65% PS&E Submittal

The ADKO team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The ADKO Team will follow 2015 Caltrans and County specifications wherever possible. ADKO will be responsible for retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables:

- 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.4 95%: PS&E Submittal

The ADKO Team will refine the 65% PS&E and generate the 95% design PS&E by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.5: Issued for Bid PS&E Submittal

The ADKO Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the WRECO Team's technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 6: CONSTRUCTION SUPPORT ($29,552.96)

Task 6.1: Bid support

ADKO team will provide ongoing support to assist in responding to comments and inquiries, which include the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

Task 6.2: Design Services during Construction

ADKO team will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations.
- Construction close-out punch list and construction certification of completion (PDF)

Task 6.3: As-Built Design Plans

Following completion of construction, the County Construction Contractor will

provide redline markups of the design plans. The ADKO team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Task 6.4: Resident Engineer/Structures Representative

ADKO team will provide a resident engineer during construction. The resident engineer will prepare weekly resident engineer's report and work closely with the construction engineer and design team to ensure the project is constructed in compliance with the contract documents and schedule. The resident engineer will attend construction progress meetings and prepare meeting minutes and track RFI, submittals and change orders, etc.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Mt Veeder Road MPM 4.3
ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzi Engineering Designer	Haroon Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	*$248.56*	*$195.00*	*$202.80*	*$182.00*	*$182.00*	*$192.40*							
No.	Task Description													
1	TASK 1: PROJECT MANAGEMENT AND MEETINGS	40	0	0	0	0	0	40	$ 9,942.40					$ 9,942.40
	1.1 Project Management	*16*						*16*	*$ 3,976.96*					$ 3,976.96
	1.2 Project Meetings and Site Visit	24						*24*	*$ 5,965.44*					$ 5,965.44
2	TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS	8	0	0	0	0	0	8	$ 1,988.48		$ 9,000.00		$ 1,350.00	$ 12,338.48
	2.1 Field Surveys and Mapping	8						*8*	*$ 1,988.48*		*$ 7,500.00*		*$ 1,125.00*	$ 10,613.48
	2.2 Survey Verification Construction Phase							*0*	*$ -*		*$ 1,500.00*		*$ 225.00*	$ 1,725.00
3	TASK 3: GEOTECHNICAL	0	0	0	0	0	0	0	$ -	$ 44,000.00	$ -		$ 6,600.00	$ 50,600.00
	3.1 Geotechnical Investigation Report with Recommendations							*0*	*$ -*	*$ 18,500.00*			*$ 2,775.00*	$ 21,275.00
	3.2 Supplemental Consultation							*0*	*$ -*	*$ 1,500.00*			*$ 225.00*	$ 1,725.00
	3.3 Construction Observation and Testing							*0*	*$ -*	*$ 24,000.00*			*$ 3,600.00*	$ 27,600.00
4	TASK 4: ENVIRONMENTAL STUDIES	16	0	0	0	0	0	16	$ 3,976.96	$ -	$ -	$ 52,000.00	$ 7,800.00	$ 63,776.96
	4.1 Biological Resources Assessment and Letter Report	8						*8*	*$ 1,988.48*			*$ 15,000.00*	*$ 2,250.00*	$ 19,238.48
	4.2 Cultural Resources Assessment and Letter Report	8						*8*	*$ 1,988.48*			*$ 14,500.00*	*$ 2,175.00*	$ 18,663.48
	4.3 Northern Spotted Owl Protocol-Level Surveys	8						*8*	*$ 1,988.48*			*$ 22,500.00*	*$ 3,375.00*	$ 27,863.48
5	TASK 5: DESIGN	92	288	384	296	0	0	1060	$ 210,774.72					$ 210,774.72
	5.1 Design Basis Memorandum	*4*			*8*			*12*	*$ 2,450.24*					$ 2,450.24
	5.2 35% Plans and Estimate Submittal	*24*	*80*	*120*	*80*			*304*	*$ 60,461.44*					$ 60,461.44
	5.3 65% PS&E Submittal	*24*	*120*	*120*	*120*			*384*	*$ 75,541.44*					$ 75,541.44
	5.4 95% PS&E Submittal	*24*	*80*	*120*	*80*			*304*	*$ 60,461.44*					$ 60,461.44
	5.5 100% PS&E Submittal	*16*	*8*	*24*	*8*			*56*	*$ 11,860.16*					$ 11,860.16
6	TASK 6: CONSTRUCTION SUPPORT	21	20	29	36	0	0	106	$ 29,552.96					$ 29,552.96
	6.1 Bid Support	4	4	4	4			*16*	*$ 3,313.44*					$ 3,313.44
	6.2 Design Services During Construction	16	16	24	24			*80*	*$ 16,332.16*					$ 16,332.16
	6.3 As-Built Design Plans	1		1	8			*10*	*$ 1,907.36*					$ 1,907.36
	6.4 Resident Engineer/Structures Rep							*0*	*$ 8,000.00*					$ 8,000.00
	TOTAL HOURS	177	308	413	332	0	0	1,230						
	TOTAL COST	$ 43,995.12	$ 60,060.00	$ 83,756.40	$ 60,424.00	$ -	$ -		$ 256,235.52	$ 44,000.00	$ 9,000.00	$ 52,000.00	$ 15,750.00	$ 376,985.52

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

NAPA COUNTY AGREEMENT NO. 260303B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 9th day of February, 2026 ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant" or "ADKO."

RECITALS

A. County wishes to obtain professional services in order to provide a feasibility study for the Diamond Mountain Road Slide Repair Project.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for Road Infrastructure Repair Projects and other related services that is valid until 2029.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Nineteen Thousand Five Hundred Six Dollars and Sixty-nine Cents ($19,506.69); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such

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

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and

inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Steve Lederer	Majdi Kanaan, President
Director of Public Works	Iman Kanaan, CFO
Napa County Department of Public Works	ADKO Engineering, Inc.
1195 Third Street, Suite 101	140 Diamond Creek Place
Napa, CA 94559	Roseville, CA 95747

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade

meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 Exhibits A, B, C, and D to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Consultant shall not disclose records or other information provided by County under this Agreement to any third

party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADKO ENGINEERING, INC.

By_____
MAJDI KANAAN, President

By_____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: February 11, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
DIAMOND MOUNTAIN RD SCOPE OF SERVICES

Within this Exhibit "A", references to "our" mean "ADKO's" and references to "we" mean "ADKO."

PROJECT UNDERSTANDING

During the storm event that started in December of 2025, significant damage occurred at Diamond Mountain, which is located in Napa County.

A site visit was conducted with County staff on January 16, 2026, including Mike Morisoli. Due to the very steep downslope terrain and potential for future erosion.

Existing Conditions: Failure of a tall slope above roadway, first brought to County attention last winter. Large slide approx. 230' wide along roadway, displaced/blocking/filling creek channel, pushing water out of old creek channel and into/across the roadway. Roads have placed k-rails as a catchment and water barrier to protect the roadway. A small but deep pond reportedly up to 12-feet of water depth has formed above the slide debris. A team meeting was conducted on February 6, 2026 and after discussions, the following three options were recommended by the team:

Proposed Improvements: Options discussed include:

1) New drilled pier and soldier pile wall with concrete lagging (catchment wall) at roadway edge to replace the k-rails. The wall is approximately 10' tall. This alternative will likely need consistent maintenance and dig out depending on slide movement.

2) New drilled pier and soldier pile wall with concrete lagging (catchment wall), approximately 10' tall set 5' to 10' back from edge of roadway. This alternative is difficult to build due to existing creek/water flow and permitting issues. A 4' to 6' bottomless culvert or a pipe culvert will be placed to allow for future slides overtopping. Also, there is very high lateral pressure on wall due to active slide loading.

3) New drilled pier and soldier pile wall with concrete lagging (catchment wall), approximately 20' tall set 5' to 10' back from edge of roadway. This alternative is difficult to build due to existing creek/water flow and permitting issues. This wall will

need to be quite high, approximately 20 feet high, since over time, creek will erode many feet below road surface. Also, there is very high lateral pressure on wall due to active slide loading.

The project manager at the County requested a feasibility study to explore the three repair options including rough order of magnitudes for each repair and agency coordination needed to help determine which repair option we move forward with.

ADKO Engineering has reviewed available project information provided by Miller Pacific Group and Napa County. We will coordinate with Napa County to obtain any additional data required for the design development.

The above design solution will be further evaluated in the design phase of the projects, and the most feasible, constructible and cost-effective design solution will be proposed to the County in the 35% design development phase. ADKO Engineering will work closely with the environmental process Kleinfelder considering the environmental impacts.

ADKO understands that the budget has to be managed closely and the projects are also time sensitive. ADKO will work closely with the County project manager to manage both budget, quality and schedule.

SCOPE OF WORK

ADKO Engineering shall provide the following engineering services for the project.

TASK 1: PROJECT MANAGEMENT ($5,965.44)

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule.
- Manage project budget and prepare monthly invoices

Task 1.2: QC Services

ADKO's Senior Engineer will provide QC and constructability reviews on the 35% Feasibility Study submittal. The QC engineer will back check work product to ensure comments were addressed.

Task 1.4: Project Meetings
ADKO's team will participate in design development meetings and resolve technical issues as they arise and review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables
- Meeting Minutes
- QA/QC review comments
- Schedules

Task 2.1: Geotechnical Consultation ($8,625.00)

This phase will include site visits and consultation with County Staff, other consultants and permitting staff, as requested. We will discuss geotechnical alternatives that we believe will protect the roadway since a "repair" would require significant costs and work outside of the County Right of Way. We will provide sketches of our alternatives and can update those sketches as permitting requirements are better understood. We can also discuss short-term improvements that could be implemented since permanent repairs will likely take some time to complete.

Deliverables:

- Geotechnical Consultation

Task 2.1: Geotechnical Investigation, Consultation and Construction Observations

When a project type has been selected, we will prepare a supplemental proposal with exploratory borings and other work items, as appropriate that will allow us to provide design-level recommendations for drainage improvements, structures or other items. We will also continue to consult with the design team and County Staff prior to bidding and contractor selection and we will also observe and test geotechnical work items during construction. These items may include foundation excavations, concrete placement and strengths testing, culvert backfill or other similar items.

TASK 3: ENVIRONMENTAL STUDIES ($4,916.25)

Task 3.1: Agency Coordination
Early coordination with regulatory agencies is recommended for projects with

significant impacts to biological resources. Diamond Mountain Road has the potential to impact sensitive habitats, special-status species protected under federal Endangered Species Act and/or the California Endangered Species Act, habitat under California Fish and Game Code 1602, and waters under the Clean Water Act sections 404 and 401. To facilitate early agency coordination, Kleinfelder will:

- Schedule one interagency meeting though the United States Army Corps of Engineers
- Deliver a brief power point presentation describing the biological resources at the Project location
- Provide a broad overview of potential impacts to biological resources for each alternative
- Respond to questions from the regulatory agencies
- Provide detailed notes of results of the meeting to the agencies and ADKO

We assume that the desktop biological assessment is sufficient for the meeting and that it will be completed before the meeting is scheduled. To facilitate preparation of the permit applications, Kleinfelder will work with the agencies to determine the appropriate impacts and mitigation and confirm which studies will be required to ensure a complete application. Application requirements of each of the agencies differ, but there is a great deal of overlap such as providing a project description, discussion of avoidance and minimization measures, etc.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Diamond Mountain Feasibility Study
ADKO Engineering Cost Proposal

	ADKO Engineering, Inc.							CONSULTANTS				
		Majdi Kanaan PM	Haroon Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	*$248.56*	*$182.00*	*$182.00*	*$192.40*							
No.	Task Description											
1	TASK 1: PROJECT MANAGEMENT AND MEETINGS	24	0	0	0	24	$ 5,965.44					$ 5,965.44
	1.1 Project Management	*8*				*8*	*$ 1,988.48*					$ 1,988.48
	1.2 Project Meetings and Site Visit	*16*				*16*	*$ 3,976.96*					$ 3,976.96
2	TASK 2: GEOTECHNICAL	0	0	0	0	0	$ -	$ 7,500.00	$ -		$ 1,125.00	$ 8,625.00
	2.1 Geotechnical Consultation					*0*	*$ -*	*$ 7,500.00*			*$ 1,125.00*	$ 8,625.00
3	TASK 3: ENVIRONMENTAL STUDIES	0	0	0	0	0	$ -	$ -	$ -	$ 4,275.00	$ 641.25	$ 4,916.25
	2.1 Site Visit					*0*	*$ -*			*$ 1,525.00*	*$ 228.75*	$ 1,753.75
	2.2 Biological Resources Assessment and Letter Report					*0*	*$ -*			*$ 2,750.00*	*$ 412.50*	$ 3,162.50
	TOTAL HOURS	24	0	0	0	24						
	TOTAL COST	$ 5,965.44	$ -	$ -	$ -		$ 5,965.44	$ 7,500.00	$ -	$ 4,275.00	$ 1,766.25	$ 19,506.69

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Consultant and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Consultant and all subcontractors shall also furnish the records to County at County's request. Consultant shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Consultant is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

> "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor

NAPA COUNTY AGREEMENT NO. 260300B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 9th day of February, 2026 ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," "Contractor," or "ADKO."

RECITALS

A. County wishes to obtain professional services in order to provide engineering design and support services for the White Sulphur Springs Road Slide Repair Project.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for Road Infrastructure Repair Projects and other related services that is valid until 2029.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of three hundred sixty-six thousand nine hundred twenty-one dollars and forty-eight cents ($366,921.48); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any

liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is

otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Steve Lederer	Majdi Kanaan, President
Director of Public Works	Iman Kanaan, CFO
Napa County Department of Public Works	ADKO Engineering, Inc.
1195 Third Street, Suite 101	140 Diamond Creek Place
Napa, CA 94559	Roseville, CA 95747

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or

phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 Exhibits A, B, C, and D to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1)

were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADKO ENGINEERING, INC.

By _____
MAJDI KANAAN, President

By _____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: February 11, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
WHITE SULPHUR SPRINGS RD SCOPE OF SERVICES

Within this Exhibit "A", references to "our" mean "ADKO's" and references to "we" mean "ADKO."

PROJECT UNDERSTANDING

3260 White Sulphur Spring Road Scope of Work

During the storm event that started in December of 2025, significant damage occurred at 3260 White Sulphur Spring Road, which is located in the unincorporated Napa County. 3260 White Sulphur Spring Road sustained road and bank failure consisting of upslope failure on the (western) side of the roadway, where a portion of the road is completely damaged. The slide is approximately 100 feet long.

During our site visit with County staff, it was determined that any proposed repair alternative must maintain at least one travel lane open during construction. In addition to our geotechnical services, topographic survey, environmental review and structural/civil design will also be needed. We recommend digging the slide up, installing a +/- 150-foot-long and 10 foot high Soldier Pile Retaining Wall (Catchment Wall). Raising the roadway approximately 1 foot and repaving the roadway will be required to restore the asphalt surface and preslide drainage patterns.

The road will need to be reconstructed for a distance of 25 feet on both sides of the slide with a drivable ditch. The above design solution will be further evaluated in the design phase of the projects, and the most feasible, constructible and cost-effective design solution will be proposed to the County in the 35% design development phase. ADKO Engineering will work closely with the geotechnical engineer Miller Pacific Engineering Group to determine the best repair type considering the environmental impacts.

ADKO Engineering has reviewed available project information provided by Millerr Pacific and Napa County such as the recommendations by Mike Morisoli. We will coordinate with the client to obtain any additional data required for the design development.

Design of the repair will utilize Napa County, Caltrans Standards, and other appropriate standards and guidance documents. Design will be based on geotechnical recommendations and other engineering studies and evaluations. Existing or pre-damage roadway widths, stripping, and pavement section will be maintained unless geotechnical and engineering studies recommend otherwise. Safety and drainage features will be incorporated as appropriate.

ADKO understands the budget has to be managed closely and the projects are also time sensitive. ADKO will work closely with the County project manager to manage both budget, quality and schedule.

SCOPE OF WORK

ADKO Engineering shall provide the following engineering services for the project.

TASK 1: PROJECT MANAGEMENT ($15,907.84)

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

Task 1.2: QC Engineer

ADKO's Senior Engineer will provide QC and constructability reviews on the 35%, 65% and 100% submittals. The review will be documented and submitted to County at the request of the project manager. The QC engineer will back check work product to ensure comments were addressed.

Task 1.3: QA Services

ADKO will provide QA services and reviews. The reviews will be documented and submitted to County at each phase of the project

Task 1.4: Project Meetings and Site Visit

ADKO's team will participate in design development meetings and resolve technical issues as they arise and to review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- QA/QC review comments
- Schedules

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS ($12,338.48)

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys of both sites. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by Brian Frazier, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by Mark Garrette, PLS, including data reduction, terrain modeling, boundary analysis and quality control. CTA assumes any right of entry or encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1’ contours across both.
- Prepare a 1”= 20’ topographic survey exhibit for each site. Each exhibit will also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum’s used.
- Prepare legal description and exhibit plat for Temporary Construction Easement.

Task 2.2: Survey Verification

Albion Surveys will perform construction survey verification of the contractor’s layout.

Deliverables:

- Digitally signed pdf copy of each survey site.
- AutoCAD drawing files of each site
- Copies of field notes and photos taken during our field survey efforts.
- Plats and legal descriptions (assumes one per site)
- Survey verification memorandum

TASK 3: GEOTECHNICAL ($43,388.48)

Following recent site visits, including one with County Staff on January 15th, and experiences at similar sites, we are pleased to propose our geotechnical engineering services for the design and construction of a new uphill "catchment" retaining wall to reduce landsliding impacts to the roadway below the failing slope. Sliding in this area was initially reported during the winter of 2024/2025 and a significant volume of slide material has been removed from the site by Roads Department. Additional sliding is anticipated at the site so the "repair plan" we discussed on January 15th includes a relatively tall "catchment wall" on the uphill side of the roadway. The catchment wall will prevent soil/slide debris from landing on the roadway, although overtopping of the wall could occur which will then allow debris to affect the roadway. The taller the wall, the more catchment area and less risk of overtopping but additional construction costs will need to be considered in "optimizing" the wall height which we anticipate will be about 10 feet.

Based on our discussions on January 15th, a wall length of about 150 feet is anticipated, and wall design will include provisions that should allow easier removal of accumulated debris behind the wall. Elevating the roadway by perhaps a foot will be required for proper site drainage, along with reconstructing/repaving the roadway which has deteriorated due to debris removal. The purpose of our services is to develop geotechnical criteria for the project design team to use in preparing construction plans and technical specifications for the project.

Task 3.1: Field Survey and Mapping

Based on the findings from our Phase 1 drilling and topographic mapping, we will consult with the project design team to select a "preferred" repair alternative. We will prepare a Geotechnical Investigation Report with recommendations for the preferred repair type which we anticipate will be a subdrain and buttress fill. Our report will also include subsurface drainage recommendations, recommendations for backfill compaction and maximum slope inclination, roadway restoration, utility trenches and other items.

Task 3.2: Supplemental Consultation

We will consult with the project consultants and County Staff as plans are being prepared and we will review plans to offer an opinion on whether they conform to our recommendations.

Task 3.3: Construction Observation and Testing
During construction, we should be present intermittently to observe and test the geotechnical portions of the work in order to verify conditions are as anticipated and that the Contractor's workmanship is in general conformance to the project plans and specifications. Items to be observed include foundation excavation and concrete placement (if a conventional wall is selected) or geogrid for a block wall, wall drainage and backfill placement and compaction along with other items, depending on final design and roles of other consultants.

Deliverables:

- Geotechnical Borings
- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing report

TASK 4: ENVIRONMENTAL STUDIES ($94,682.84)

Task 4.1: Cultural Resources Assessment and Letter Report
Kleinfelder will conduct a records search at the Northwest Information Center (NWIC), located at Sonoma State University to request all previous site records and reports completed within the project area and the surrounding 0.5-mile radius. Staff will also conduct site-specific research for the project area and surrounding vicinity including references on file from previous work conducted in the project vicinity and a review of historic maps (e.g., Sanborn Fire Insurance Maps, Government Land Office Plat Maps). The cultural resources review will identify any previous archaeological and/or historic-period built environment resources reported in the area. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) will be conducted to determine if any SLFs have been reported within the Project Area or surrounding vicinity.

Kleinfelder will also conduct a cultural resources survey and inventory of the project area to assess any cultural resources present on the site. This task assumes one archaeologist will perform one, 8-hour field survey and record. This estimate includes costs associated with pre-field preparation, travel, and other direct costs (e.g., mileage, global positioning system [GPS] usage). Within approximately 30 business days after completion of the fieldwork, a Draft Cultural Resources Inventory Report will be prepared and submitted. One report will be prepared to satisfy both CEQA and Section 106 of the National Preservation Act (NHPA). The report will describe the results of the background research, cultural context, records search and survey results, and any management recommendations.

Assumptions*:*

- A map depicting the limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed (NTP).
- No Native American consultation support is included.
- No in-person meetings are required for archaeological or tribal cultural resources.
- The cost of the records search at the NWIC will not exceed $500.
- This scope assumes no more than one cultural resource will require recordation or updates. If additional cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and a scope/budget augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- One electronic version of the Archaeological Assessment Report will be provided within approximately 6 weeks of NTP. Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the report.
- Both sites can be surveyed the same day.
- Mileage at the standard 2026 IRS rate is included in this task.

Task 4.2: Biological Resources Assessment and Letter Report

This task is comprised of a desktop evaluation of terrestrial wildlife and plant species and habitats, to document existing biological resources within the proposed project area. Prior to the field survey, a query of the following databases will be performed to identify any occurrences of listed or special status species, sensitive habitats, and/or rare and endangered plants found within a two-mile radius of the site:

- California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB)
- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Planning Tool
- USFWS National Wetlands Inventory (NWI),
- California Native Plant Society (CNPS) Rare Plant Inventory
- USFWS Critical Habitat Mapper

The results of the desktop evaluation will be presented in a technical letter report. The report will include a description of the project, a discussion of the methods, an assessment of existing vegetation communities, sensitive biological resources, wetlands or other waters potentially under jurisdiction of the U.S. or State, the significance of potential project impacts in accordance with CEQA and/or NEPA, and any recommended avoidance and mitigation measures that would be necessary for project approval to avoid or reduce these impacts.

The need for additional focused biological surveys or formal wetlands delineation will be identified, as well as regulatory mechanisms necessary for approval of the slide repair. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential wetlands or waters of the U.S. or State. Proposed mitigation requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines.

Assumptions*:*

- Does not include permitting assistance. Kleinfelder would be happy to provide a separate scope and cost upon request if the biological resources report determines that environmental permits are needed.
- Both sites can be surveyed on the same day.
- If the scope of the Project changes or expands, additional field surveys may be required at an additional cost.

Task 4.3: Northern Spotted Owl Protocol-Level Surveys (Required if construction takes place between February 1- August 31)

A team of two qualified Kleinfelder biologists will conduct protocol-level surveys for Northern spotted owl (NSO) within an approximate 0.25-mile buffer around the project area that contains suitable habitat for NSO. Up to 100 acres will be included in the buffer area. The survey procedure will follow guidance from the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012) and will consist of performing six nighttime spot calling surveys at established calling stations. Surveys will be performed at least seven days apart, and at least three of the complete visits will be conducted before 30 June; this includes at least two visits in May and one in June. A digital wildlife caller will be used and NSO recordings will be played for the duration of approximately 3-4 complete calls, then 1-2 minutes will be spent listening at each station before playing another set of calls. This cycle will be repeated for approximately 10-15 minutes at each station, or until a NSO responds. Surveys will not be performed during periods of inclement weather (e.g., rain, heavy fog, or high winds), or in areas near streams where there is potential for noise interference with NSO calls.

During each survey, datasheets will be utilized to record information regarding survey time, location, weather, presence of other raptors, compass bearing and approximate distance to NSO, time of first response, age of NSO (if known), status (resident single, individual, or pair, and if there is an active nest), and type of detection (audible or visual). Each NSO estimated location will be recorded with a GPS device and depicted on an appropriately scaled map.

Should a NSO detection occur during any of the nighttime calling surveys, this task includes one daytime follow-up survey to determine the status of the detected NSO. Should there be a gap between project initiation/construction and the start of the NSO nesting season, this task includes up to three spot check surveys, to be performed using the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012). A summary memo for each spot check survey is included in this task.

The results of the surveys will be documented in an email to the client and Napa County within 48 hours after completion. A memo will be prepared at the conclusion of the surveys that will describe the site location, times and dates of the surveys, weather observations, methods, and results of the surveys. Any active nests will be recorded by the qualified biologist and depicted on a field map for documentation. This task includes up to 12 total hours of time for coordination with the client and Napa County, coordination with CDFW regarding the results of the protocol-level surveys, and response to any comments from CDFW on the summary memo.

Assumptions*:*

- Napa County will coordinate access to private property within the buffer area as necessary and will make landowner notifications prior to the surveys.
- No additional daytime follow-up surveys are included, as Kleinfelder will assume surveys are complete and the project area is occupied if a NSO is detected.
- Per diem and mileage at the standard federal 2026 GSA rate is included in this task.

TASK 5: Design ($174,129.28)

Task 5.1: Design Basis Memorandum

The ADKO (ADKO) Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination.

Deliverables*:*

- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 5.2: 65% PS&E

The ADKO team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The ADKO Team will follow 2015 Caltrans and County specifications wherever possible. ADKO will be

responsible for the retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables*:*

- 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.3: 95% PS&E

The ADKO Team will refine the 65% PS&E and generate the 95% PS&E design by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.4: Issued for Bid PS&E

The ADKO Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the ADKO Team's technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 6: CONSTRUCTION SUPPORT ($26,474.56)

Task 6.1: Bid support

ADKO team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

Task 6.2: Design Services during Construction

ADKO team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations
- Construction close-out punch list and construction certification of completion (PDF)

Task 6.3: As-Built Design Plans

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Task 6.4: Resident Engineer/Structures Representative

ADKO team will provide a resident engineer during construction. The resident engineer will prepare weekly resident engineer's report and work closely with the construction engineer and design team to ensure the project is constructed in compliance with the contract documents and schedule. The resident engineer will attend construction progress meetings and prepare meeting minutes and track RFI, submittals and change orders, etc.

Assumptions

- This Project will be designed to Caltrans 2024 Standard Plans and Specifications.
- County will obtain Encroachment Permit to cover the ADKO Team.
- The County will provide the right-of-way width information.
- County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

3260 White Sulphur Spring Rd
ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzi Engineering Designer	Haroon Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	*$248.56*	*$195.00*	*$202.80*	*$182.00*	*$182.00*	*$192.40*							
No.	**Task Description**													
1	**TASK 1: PROJECT MANAGEMENT AND MEETINGS**	**64**	**0**	**0**	**0**	**0**	**0**	**64**	**$ 15,907.84**					**$ 15,907.84**
	1.1 Project Management	*16*						*16*	*$ 3,976.96*					**$ 3,976.96**
	1.2 Project Meetings and Site Visit	48						*48*	*$ 11,930.88*					**$ 11,930.88**
2	**TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS**	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**$ 1,988.48**		**$ 9,000.00**		**$ 1,350.00**	**$ 12,338.48**
	2.1 Field Surveys and Mapping	8						*8*	*$ 1,988.48*		*$ 7,500.00*		*$ 1,125.00*	**$ 10,613.48**
	2.2 Survey Verification Construction Phase							*0*	*$ -*		*$ 1,500.00*		*$ 225.00*	**$ 1,725.00**
3	**TASK 3: GEOTECHNICAL**	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**$ 1,988.48**	**$ 36,000.00**	**$ -**		**$ 5,400.00**	**$ 43,388.48**
	3.1 Geotechnical Investigation Report with Recommendations	8						*8*	*$ 1,988.48*	*$ 14,500.00*			*$ 2,175.00*	**$ 18,663.48**
	3.2 Supplemental Consultation							*0*	*$ -*	*$ 1,500.00*			*$ 225.00*	**$ 1,725.00**
	3.3 Construction Observation and Testing							*0*	*$ -*	*$ 20,000.00*			*$ 3,000.00*	**$ 23,000.00**
4	**TASK 4: ENVIRONMENTAL STUDIES**	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**$ 7,953.92**	**$ -**	**$ -**	**$ 76,453.92**	**$ 10,275.00**	**$ 94,682.84**
	4.1 Cultural Resources Assessment and Letter Report	8						*8*	*$ 1,988.48*			*$ 14,500.00*	*$ 2,175.00*	**$ 18,663.48**
	4.2 Biological Resources Survey and Report	8						*8*	*$ 1,988.48*			*$ 16,000.00*	*$ 2,400.00*	**$ 20,388.48**
	4.3 NSO Survey and Report	8						*8*	*$ 1,988.48*			*$ 26,000.00*	*$ 3,900.00*	**$ 31,888.48**
	4.4 Aquatic Resources Delineation Survey and Report	8						*8*	*$ 1,988.48*			*$ 12,000.00*	*$ 1,800.00*	**$ 15,788.48**
5	**TASK 5: DESIGN**	**68**	**232**	**344**	**232**	**0**	**0**	**876**	**$ 174,129.28**					**$ 174,129.28**
	5.1 Design Basis Memorandum	*4*	*8*		*8*			*20*	*$ 4,010.24*					**$ 4,010.24**
	5.2 35% Plans and Estimate Submittal	*16*	*80*	*80*	*80*			*256*	*$ 50,360.96*					**$ 50,360.96**
	5.3 65% PS&E Submittal	*16*	*80*	*120*	*80*			*296*	*$ 58,472.96*					**$ 58,472.96**
	5.4 95% PS&E Submittal	*16*	*40*	*120*	*40*			*216*	*$ 43,392.96*					**$ 43,392.96**
	5.5 100% PS&E Submittal	*16*	*24*	*24*	*24*			*88*	*$ 17,892.16*					**$ 17,892.16**
6	**TASK 6: CONSTRUCTION SUPPORT**	**21**	**20**	**21**	**28**	**0**	**0**	**90**	**$ 26,474.56**					**$ 26,474.56**
	6.1 Bid Support	4	4	4	4			*16*	*$ 3,313.44*					**$ 3,313.44**
	6.2 Design Services During Construction	16	16	16	16			*64*	*$ 13,253.76*					**$ 13,253.76**
	6.3 As-Built Design Plans	1		1	8			*10*	*$ 1,907.36*					**$ 1,907.36**
	6.4 Resident Engineer/Structures Rep							*0*	*$ 8,000.00*					**$ 8,000.00**
	TOTAL HOURS	**177**	**252**	**365**	**260**	**0**	**0**	**1,054**						
	TOTAL COST	**$ 43,995.12**	**$ 49,140.00**	**$ 74,022.00**	**$ 47,320.00**	**$ -**	**$ -**		**$ 228,442.56**	**$ 36,000.00**	**$ 9,000.00**	**$ 76,453.92**	**$ 17,025.00**	**$ 366,921.48**

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

> "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor

NAPA COUNTY AGREEMENT NO. 260302B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 9th day of February, 2026 ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and ADKO Engineering, Inc., a California corporation, whose business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as "Consultant," or "ADKO."

RECITALS

A. County wishes to obtain professional services in order to provide engineering design and support services for the 555 Wall Road Landslide Repairs Project.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for Road Infrastructure Repair Projects and other related services that is valid until 2029.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of three hundred nineteen thousand three hundred eighty-eight dollars and twenty-six cents ($319,388.26); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any

liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

7.4 Prevailing Wage Requirements. The scope of services includes "public works" as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is

otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Steve Lederer, Director	Majdi Kanaan, President
Napa County Department of Public Works	ADKO Engineering, Inc.
1195 Third Street, Suite 101	140 Diamond Creek Place
Napa, CA 94559	Roseville, CA 95747

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been

provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 Exhibits A, B, C and D to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

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

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

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

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Consultant shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to

Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADKO ENGINEERING, INC.

By_____
MAJDI KANAAN, President

By_____
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: February 11, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

Within this Exhibit "A", references to "our" mean "ADKO's" and references to "we" mean "ADKO."

SCOPE OF WORK

WALL ROAD PROJECT UNDERSTANDING

During the storm event that started in December of 2025, significant damage occurred at 555 Wall Road, which is located in Napa County. Following heavy rainfall in late November, tension cracking and vertical offsets of a few feet were observed in the downhill travel lane. 555 Wall Road sustained road and bank failure consisting of downslope failure on the (northern) side of the roadway, where a portion of the road slid down the hillside threatening the remaining portions of the road. The slide is approximately 70 feet long and 6 feet wide.

ADKO Engineering has reviewed available project information and will coordinate with Napa County to obtain any additional data required for the design development. The following is ADKO's initial evaluation:

Due to expected depth of fill and "creep zone" along the northbound travel lane, a concrete wall supported on drilled piers will likely be the preferred repair alternative so that a travel lane may remain open during construction. At this time, we anticipate the wall height can be limited to four to six feet, but relatively deep drilled piers will be needed to act as "shear pin" and further improve stability. The recommended wall type is a 100-foot-long reinforced concrete wall and a height of 6 feet to 4 foot. In addition to the geotechnical services, topographic survey, environmental review and structural/civil design will also be needed. Filling and repaving the roadway will be required to restore the asphalt surface and pre-slide drainage patterns.

Another 30-foot-long slide 500 feet away is in need of repair using a reinforced concrete retaining wall that is supported on a 24 inch diameter cast-in-drilled hole pile. The wall varies between 4 feet and 6 feet in height and is 42 feet long along the northbound travel lane. The road will be reconstructed for a distance of 100 feet centered at the slide.

The above design solution will be further evaluated in the design phase of the projects, and the most feasible, constructible, and cost-effective design solution will be proposed to the County in the 35% design development phase. ADKO will work closely with County to determine the best repair type considering the environmental impacts.

Design of the repair will utilize Napa County, Caltrans Standards, and other appropriate standards and guidance documents. Design will be based on geotechnical recommendations and other engineering studies and evaluations. Existing or pre-damaged roadway widths, stripping, and pavement section will be maintained unless geotechnical

and engineering studies recommend otherwise. Safety and drainage features will be incorporated as appropriate.

ADKO understands that the budget has to be managed closely and the projects are to be constructed this year. ADKO will work closely with the County project manager to manage both budget, quality and schedule.

SCOPE OF WORK

Consultant shall provide the following services for the project.

TASK 1: PROJECT MANAGEMENT ($11,930.88)

Task 1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

Task 1.2: Project Meetings and Site Visit

Consultant's team will participate in design development meetings and resolve technical issues as they arise and review project status and budget. A minimum of four design development meetings are proposed. Consultant will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- Schedules
- Site Visit

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS ($10,272.12)

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys of both sites. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by Jon Webb, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by Jon Webb, PLS, including data reduction, terrain modeling, boundary analysis and quality control. Albion assumes any right of entry or encroachment permits will be provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1' contours across both.
- Prepare a 1"= 20' topographic survey exhibit for each site. Each exhibit will also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum's used.
- Prepare legal description and exhibit plat for Temporary Construction Easements

Task 2.2: Survey Verification Construction Phase
Albion Surveys will perform construction survey verification of the contractor's layout.

Deliverables:

- Digitally signed pdf copy of each survey site.
- AutoCAD drawing files of each site
- Copies of field notes and photos taken during our field survey efforts.
- Plats and legal descriptions (not at this site)
- Survey verification memorandum

TASK 3: GEOTECHNICAL ($48,300.00)

Following recent site visits, including one with County Staff on January 15th, and experiences at similar sites, we are pleased to propose our geotechnical engineering

services for the design and construction of new retaining walls to improve stability and reconstruct the damaged downslope roadway edge of Wall Road. Two slides are subject to repair; a 70 foot wide +/- slide about 400 feet south of 555 Wall Road (and immediately north of the MGE/FEMA slide area) and a 30 foot wide +/- slide about 300 feet east of 555 Wall Road. Landsliding in late December 2025 damaged the roadway in these two areas so that only the uphill travel lane is currently available to vehicles.

Due to the steep downslope terrain, an 4 to 6 foot high wall will likely be required for the larger slide south of 555 Wall Road and a 6 foot high wall should be sufficient for the smaller slide to the east of 555 Wall Road. Drilled piers will be the foundation and walls could either be cast in place or concrete lagging between I-beams at ADKO's and the County's discretion. The purpose of our services is to develop geotechnical criteria for the project design team to use in preparing construction plans and technical specifications for the project.

Task 3.1: Geotechnical Investigation Report with Design Recommendations

Based on existing conditions and drill rig access, we propose two days of exploratory borings where we anticipate completing three borings with truck mounted equipment to a maximum depth of about 35 feet or refusal in hard rock. Two borings will be advanced in the larger slide area and one boring in the smaller slide area. We will sample frequently and retain samples for laboratory testing. Water levels will be measured and the borings will be backfilled prior to leaving the site. We will prepare a site plan along with borings logs/laboratory test results for transmittal to the project team.

Based on the findings from our drilling, we will prepare a Geotechnical Investigation Report with recommendations for the new retaining walls along with backfill criteria and shoulder reconstruction. Our report will also include recommendations for new roadway pavements in the project area and subsurface drainage, minimum wall length and height along with figures and other supporting documentation.

Task 3.2: Supplemental Consultation

We will consult with the project consultants and County Staff as plans are being prepared and we will review plans to offer an opinion on whether they conform to our recommendations.

Task 3.4: Construction Observation and Testing.

During construction, we should be present intermittently to observe and test the geotechnical portions of the work in order to verify conditions are as anticipated and that the Contractor's workmanship is in general conformance to the project plans and specifications. Items to be observed include foundation excavation and concrete placement (if a conventional wall is selected) or geogrid for a block wall, wall drainage and backfill

placement and compaction along with other items, depending on final design and roles of other consultants.

Deliverables:

- Geotechnical Borings
- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing report

TASK 4: ENVIRONMENTAL STUDIES ($59,751.96)

Task 4.1: Cultural Resources Assessment and Letter Report

Kleinfelder will conduct a records search at the Northwest Information Center (NWIC), located at Sonoma State University to request all previous site records and reports completed within the project area and the surrounding 0.5-mile radius. Staff will also conduct site-specific research for the project area and surrounding vicinity including references on file from previous work conducted in the project vicinity and a review of historic maps (e.g., Sanborn Fire Insurance Maps, Government Land Office Plat Maps). The cultural resources review will identify any previous archaeological and/or historic-period built environment resources reported in the area. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) will be conducted to determine if any SLFs have been reported within the Project Area or surrounding vicinity.

Kleinfelder will also conduct a cultural resources survey and inventory of the project area to assess any cultural resources present on the site. This task assumes one archaeologist will perform one, 8hour field survey and record. This estimate includes costs associated with pre-field preparation, travel, and other direct costs (e.g., mileage, global positioning system [GPS] usage). Within approximately 30 business days after completion of the fieldwork, a Draft Cultural Resources Inventory Report will be prepared and submitted. One report will be prepared to satisfy both CEQA and Section 106 of the National Historic Preservation Act (NHPA). The report will describe the results of the background research, cultural context, records search and survey results, and any management recommendations.

Assumptions:

- A map depicting the limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed (NTP).
- No Native American consultation support is included.
- No in-person meetings are required for archaeological or tribal cultural resources.
- The cost of the records search at the NWIC will not exceed $500.

- This scope assumes no more than one cultural resource will require recordation or updates. If additional cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and a scope/budget augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- One electronic version of the Archaeological Assessment Report will be provided within approximately 6 weeks of NTP. Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the report.
- Mileage at the standard 2026 IRS rate is included in this task.

Task 4.2: Biological Resources Assessment and Letter Report

This task is comprised of a desktop evaluation of terrestrial wildlife and plant species and habitats, to document existing biological resources within the proposed project area. Prior to the field survey, a query of the following databases will be performed to identify any occurrences of listed or special status species, sensitive habitats, and/or rare and endangered plants found within a two-mile radius of the site:

- California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB)
- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Planning Tool
- USFWS National Wetlands Inventory (NWI),
- California Native Plant Society (CNPS) Rare Plant Inventory
- USFWS Critical Habitat Mapper

The results of the desktop evaluation will be presented in a technical letter report. The report will include a description of the project, a discussion of the methods, an assessment of existing vegetation communities, sensitive biological resources, wetlands or other waters potentially under jurisdiction of the U.S. or State, the significance of potential project impacts in accordance with CEQA and/or NEPA, and any recommended avoidance and mitigation measures that would be necessary for project approval to avoid or reduce these impacts.

The need for additional focused biological surveys or formal wetlands delineation will be identified, as well as regulatory mechanisms necessary for approval of the slide repair. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential wetlands or waters of the U.S. or State. Proposed mitigation requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines.

Assumptions:

- Does not include permitting assistance. Kleinfelder would be happy to provide a separate scope and cost upon request if the biological resources report determines that environmental permits are needed.
- Does not include field surveys or aquatic resource delineations
- If the scope of the Project changes or expands, field surveys may be required at an additional cost.

Task 4.3: Northern Spotted Owl Protocol-Level Surveys (Required if construction takes place between February 1 - August 31)

A team of two qualified Kleinfelder biologists will conduct protocol-level surveys for Northern spotted owl (NSO) within an approximate 0.25-mile buffer around the project area that contains suitable habitat for NSO. Up to 100 acres will be included in the buffer area. The survey procedure will follow guidance from the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012) and will consist of performing six nighttime spot calling surveys at established calling stations. Surveys will be performed at least seven days apart, and at least three of the complete visits will be conducted before 30 June; this includes at least two visits in May and one in June. A digital wildlife caller will be used and NSO recordings will be played for the duration of approximately 3-4 complete calls, then 1-2 minutes will be spent listening at each station before playing another set of calls. This cycle will be repeated for approximately 10-15 minutes at each station, or until a NSO responds. Surveys will not be performed during periods of inclement weather (e.g., rain, heavy fog, or high winds), or in areas near streams where there is potential for noise interference with NSO calls.

During each survey, datasheets will be utilized to record information regarding survey time, location, weather, presence of other raptors, compass bearing and approximate distance to NSO, time of first response, age of NSO (if known), status (resident single, individual, or pair, and if there is an active nest), and type of detection (audible or visual). Each NSO estimated location will be recorded with a GPS device and depicted on an appropriately scaled map.

Should a NSO detection occur during any of the nighttime calling surveys, this task includes one daytime follow-up survey to determine the status of the detected NSO. Should there be a gap between project initiation/construction and the start of the NSO nesting season, this task includes up to three spot check surveys, to be performed using the U.S. Fish and Wildlife Service (USFWS) Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (2012). A summary memo for each spot check survey is included in this task.
Kleinfelder will document the results of the surveys in an email to ADKO and Napa County within 48 hours after completion. A memo will be prepared at the conclusion of the surveys that will describe the site location, times and dates of the surveys, weather

observations, methods, and results of the surveys. Any active nests will be recorded by the qualified biologist and depicted on a field map for documentation. This task includes up to 12 total hours of time for coordination between Kleinfelder, ADKO and Napa County, coordination with CDFW regarding the results of the protocol-level surveys, and response to any comments from CDFW on the summary memo.

Assumptions:

- Napa County will coordinate access to private property within the buffer area as necessary and will make landowner notifications prior to the surveys.
- No additional daytime follow-up surveys are included, as Kleinfelder will assume surveys are complete and the project area is occupied if a NSO is detected.
- Per diem and mileage at the standard federal 2026 GSA rate is included in this task.

Task 4.4: Aquatic Resource Delineation

Prior to a field investigation, a desktop review of the biogeography, elevation, vegetation, soils, and habitat on the site will be performed. During the field investigation, a Kleinfelder wetland specialist will delineate and map the extent of aquatic resources, which will include identification of wetland and non-wetland jurisdictional waters within the project boundary that examines vegetation, soils, and hydrology. Routine on-site delineation forms based on the applicable Regional Supplement will be completed for sample areas to determine jurisdictional and wetland boundaries. The preliminary jurisdictional delineation of these areas will be made based on the regulations of the following agencies:

- Waters of the U.S., including wetlands, under the jurisdiction of the Army Corps of Engineers (USACE) pursuant to Section 404 of the federal Clean Water Act.
- Wetlands under the jurisdiction of the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Act.
- Wetlands under the jurisdiction of California Department of Fish and Wildlife (CDFW), pursuant to Section 1602 of the California Fish and Game Code.

The extent of any streams will be mapped to the Ordinary High Water Mark (OHWM) as defined by the USACE Regulatory Guidance Letter No. 05-05 Ordinary High Water Mark Identification. Wetlands will be mapped using routine onsite methods as outlined in the USACE Wetlands Delineation Manual (USACE 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2010). Other regulatory guidance documents will be used as necessary, and datasheets will be completed to document the field verification. Mapping will be performed using a GPS unit capable of sub-meter accuracy. The field delineation is expected to require one field day.

TASK 5: DESIGN ($150,879.04)

Task 5.1: Design Basis Memorandum
The Consultant Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination.

Deliverables:

- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 5.2: 35% Plans and Estimate Submittal
The Consultant team will prepare 35% preliminary plans and estimates for roadway design and retaining wall. The CONSULTANT Team will follow 2024 Caltrans and County specifications wherever possible. CONSULTANT will be responsible for retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Task 5.3: 65% PS&E Submittal
The Consultant team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The Consultant Team will follow 2024 Caltrans and County specifications wherever possible. Consultant will be responsible for retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables:

- 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.4 95%: PS&E Submittal
The Consultant Team will refine the 65% PS&E and generate the 95% design PS&E by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 5.5: 100% PS&E Submittal
The Consultant Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 6: CONSTRUCTION SUPPORT ($26,466.76)

Task 6.1: Bid support
Consultant team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings.
- Respond to Bid Inquiries

Task 6.2: Design Services during Construction
Consultant team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations.
- Construction close-out punch list and construction certification of completion (PDF)

Task 6.3: As-Built Design Plans
Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The Consultant team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Task 6.4: Resident Engineer/Structures Rep
Consultant team will provide a resident engineer during construction. The resident engineer will prepare weekly resident engineer's report and work closely with the construction engineer and design team to ensure the project is constructed in compliance with the contract documents and schedule. The resident engineer will attend construction progress meetings and prepare meeting minutes and track RFI, submittals and change orders, etc.

Assumptions

- This Project will be designed to Caltrans 2024 Standard Plans and Specifications.
- County will obtain Encroachment Permit to cover the Consultant Team.
- The County will provide the right-of-way width information.
- County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

ADKO Engineering Cost Proposal
550 Wall Road
ADKO Engineering Cost Proposal

		ADKO Engineering, Inc.								CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadi Engineering Designer	Haroon Hashimi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	*$248.56*	*$195.00*	*$202.80*	*$182.00*	*$182.00*	*$192.40*							
No.	**Task Description**													
1	**TASK 1: PROJECT MANAGEMENT AND MEETINGS**	**48**	**0**	**0**	**0**	**0**	**0**	**48**	**$ 11,930.88**					**$ 11,930.88**
	1.1 Project Management	*8*						*8*	*$ 1,988.48*					*$ 1,988.48*
	1.2 Project Meetings and Site Visit	*40*						*40*	*$ 9,942.40*					*$ 9,942.40*
2	**TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS**	**2**	**0**	**0**	**0**	**0**	**0**	**2**	**$ 497.12**		**$ 8,500.00**		**$ 1,275.00**	**$ 10,272.12**
	2.1 Field Surveys and Mapping	*1*						*1*	*$ 248.56*		*$ 7,000.00*	*$ -*	*$ 1,050.00*	*$ 7,248.56*
	2.2 Survey Verification Construction Phase	*1*						*1*	*$ 248.56*		*$ 1,500.00*		*$ 225.00*	*$ 1,973.56*
3	**TASK 3: GEOTECHNICAL**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ 42,000.00**	**$ -**		**$ 6,300.00**	**$ 48,300.00**
	3.1 Geotechnical Investigation Report with Recommendations							*0*	*$ -*	*$ 18,500.00*			*$ 2,775.00*	*$ 21,275.00*
	3.2 Supplemental Consultation							*0*	*$ -*	*$ 1,500.00*			*$ 225.00*	*$ 1,725.00*
	3.3 Construction Observation and Testing							*0*	*$ -*	*$ 22,000.00*			*$ 3,300.00*	*$ 25,300.00*
4	**TASK 4: ENVIRONMENTAL STUDIES**	**16**	**0**	**0**	**0**	**0**	**0**	**16**	**$ 3,976.96**	**$ -**	**$ -**	**$ 58,750.00**	**$ 8,812.50**	**$ 71,539.46**
	4.1 Cultural Resource Assessment and Letter Report	*8*						*8*	*$ 1,988.48*			*$ 12,500.00*	*$ 1,875.00*	*$ 14,488.48*
	4.2 Biological Resources Assessment and Letter Report	*8*						*8*	*$ 1,988.48*			*$ 13,500.00*	*$ 2,025.00*	*$ 15,488.48*
	4.3 NSO Survey and Report	*8*						*8*	*$ 1,988.48*			*$ 22,500.00*	*$ 3,375.00*	*$ 24,488.48*
	4.4 Northern Spotted Owl Protocol-Level Surveys	*8*						*8*	*$ 1,988.48*			*$ 10,250.00*	*$ 1,537.50*	*$ 12,238.48*
5	**TASK 5: DESIGN**	**64**	**176**	**324**	**192**	**0**	**0**	**756**	**$ 150,879.04**					**$ 150,879.04**
	5.1 Design Basis Memorandum	*8*	*8*		*8*			*24*	*$ 5,004.48*					*$ 5,004.48*
	5.2 35% Plans and Estimate Submittal	*16*	*40*	*80*	*40*			*176*	*$ 35,280.96*					*$ 35,280.96*
	5.3 65% PS&E Submittal	*16*	*80*	*140*	*80*			*316*	*$ 62,528.96*					*$ 62,528.96*
	5.4 95% PS&E Submittal	*16*	*40*	*80*	*40*			*176*	*$ 35,280.96*					*$ 35,280.96*
	5.5 100% PS&E Submittal	*8*	*8*	*24*	*24*			*64*	*$ 12,783.68*					*$ 12,783.68*
6	**TASK 6: CONSTRUCTION SUPPORT**	**21**	**21**	**20**	**28**	**0**	**0**	**90**	**$ 26,466.76**					**$ 26,466.76**
	6.1 Bid Support	*4*	*4*	*4*	*4*			*16*	*$ 3,313.44*					*$ 3,313.44*
	6.2 Design Services During Construction	*16*	*16*	*16*	*16*			*64*	*$ 13,253.76*					*$ 13,253.76*
	6.3 As-Built Design Plans	*1*	*1*		*8*			*10*	*$ 1,899.56*					*$ 1,899.56*
	6.4 Resident Engineer/Structures Rep							*0*	*$ 8,000.00*					*$ 8,000.00*
	TOTAL HOURS	**151**	**197**	**344**	**220**	**0**	**0**	**912**						
	TOTAL COST	**$ 37,532.56**	**$ 38,415.00**	**$ 69,763.20**	**$ 40,040.00**	**$ -**	**$ -**		**$ 193,750.76**	**$ 42,000.00**	**$ 8,500.00**	**$ 58,750.00**	**$ 16,387.50**	**$ 319,388.26**

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Consultant and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Consultant and all subcontractors shall also furnish the records to County at County's request. Consultant shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Consultant is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-331

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Approval of Amendment No. 1 for the PSA with Nichols Consulting Engineers and Amendment No. 1 for the Cooperation Agreement with the City of Napa for the Pueblo Pocket Rehabilitation Project (RDS 26-01).

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250396B with Nichols Consulting Engineers, CHTD, increasing the contract maximum from $486,000 to $557,350 for additional CCTV, storm drain cleaning, and support services; as well as approve and authorize Amendment No. 1 to Agreement No. 25097B (City Agreement No. 2025-109) with the City of Napa, increasing the City's maximum reimbursement to the County from $161,062 to $229,111 to add CCTV and storm drain cleaning efforts to the design budget and to utilize the County's consultant, Miller Pacific Engineering Group, for construction inspection and testing services for the Pueblo Pocket Rehabilitation Project 25010. ($71,350 Expense; Budgeted; Roads Capital Improvement Project; Discretionary)

BACKGROUND

The "Pueblo Pocket" is a group of unincorporated streets in the City of Napa, that will undergo sewer and water infrastructure improvements, as well as roadway rehabilitation as part of the "Pueblo Area Rehabilitation Project". The Pueblo Area Rehabilitation Project is a joint agency effort between the City, Napa County, and the Napa Sanitation District (NapaSan). Due to the proximity to the City of Napa (City) and the "split-ownership" of several of the streets to be paved, the County and City determined that a Cooperation Agreement would be the most efficient use of financial resources and would result in a uniform pavement condition in both jurisdictions. In May 2025, Napa County hired Nichols Consulting Engineers (NCE) to prepare the design for the pavement rehabilitation efforts of this project.

The project will upgrade the infrastructure and pavement in this neighborhood, within a two-year construction period (Phase 1 and 2). Phase 1 construction is expected to begin in April 2026 and be completed by October 2026. NapaSan awarded the construction contract to Cratus, Inc. for Phase 1 in February 2026. NapaSan will

advertise Phase 2 in the winter of 2026, for construction in the summer of 2027.

Under the design contract with NCE, Napa County had CCTV performed on the existing storm drains in the project area to examine their existing condition and determine if any repairs would be appropriate as part of this project. Determining the location of damaged infrastructure is especially important before paving and the County will be able to achieve economy of scale pricing, since repair work would be similar to NapaSan's sewer scope of work. After initial efforts on the CCTV was completed, the County's consultant advised on which sections of pipe required cleaning in order to complete the CCTV of the storm drain lines. Amendment No. 1 to Agreement No. 250396B with NCE increases the consultant's scope of work and expenses to include cleaning and additional CCTV services of storm drains in both the City and County limits.

Amendment No. 1 to Agreement No. 25097B with the City increases the reimbursable expenses for the City to also take part of the storm drain cleaning and CCTV efforts. Additionally, the Amendment to the Agreement with the City includes reimbursement for the County to hire a construction inspector and tester. Due to the proximity of the City and County jurisdictions, it is more efficient for the agencies to share a construction inspector and tester, rather than to provide separate inspectors. This will also ensure uniformity in the pavement in both jurisdictions. Miller Pacific Engineering Group was hired by Napa County, through use of an existing on-call Agreement, to provide such construction services.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement 250396B with NCE, increasing the total compensation under the Agreement by $71,350 for a new contract total of $557,350 for additional CCTV, storm drain cleaning, and design support services for the Pueblo Pocket Rehabilitation Project; and

2. Approve and authorize Amendment No. 1 to Agreement 250397B (City Agreement No. 2025-109) with the City of Napa, increasing the City's maximum reimbursement to the County by $68,049, for a new contract total reimbursement of $229,111 to add CCTV and storm drain cleaning efforts to the design budget and to utilize the County's consultant, Miller Pacific Engineering Group, for construction inspection and testing services for the Pueblo Pocket Rehabilitation Project.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	It is budgeted in Project 25010.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	CCTV and storm drain cleaning efforts are recommended to determine the condition of the County's existing underground infrastructure and to provide an opportunity to repair any damaged or failing infrastructure that could further damage the road, leading to a more costly repair in the future and a reduced pavement condition index of the County roadways impacted.
Is the general fund affected?	No
Future fiscal impact:	Construction of Phase 1 will be completed in FY 2026-27. Construction of Phase 2 will be completed in FY 2027-28.

Consequences if not approved:	If neither amendment to the Agreements with NCE or the City are approved, the County risks paving over infrastructure that may be damaged or failing and which would create a costlier repair in the future.
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 at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

AMENDMENT NO. 1

OF NAPA COUNTY AGREEMENT NO. 250396B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 250396B is made and entered into as of this _____ day of _____, 2026, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County", and Nichols Consulting Engineers, CHTD, a Nevada corporation, whose business address is 300 E. 2nd Street, Suite 1210, Reno, NV 89501, hereinafter referred to as "Consultant";

RECITALS

WHEREAS, on May 20, 2025, County entered into Napa County Agreement No. 250396B with Consultant (the "Agreement") for $486,000 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design services for the Pueblo Pocket Rehabilitation Project, hereinafter referred to as "the Project"; and

WHEREAS, County and Consultant now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by $71,349.80 for additional CCTV, storm drain cleaning, and support services for the Project.

TERMS

NOW, THEREFORE, County and Consultant hereby amend the Agreement as follows:

1. Exhibit "A-1" attached hereto, is hereby added to and incorporated into the Agreement.

2. Exhibit "B-1" attached hereto, is hereby added to and incorporated into the Agreement.

3. Paragraph 1.1 of the Agreement is amended to read in full as follows:

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibits A and A-1, 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(s) or statement(s) of qualifications.

4. Paragraph 3.1 of the Agreement is amended to read in full as follows:

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

3.1.1 Rates. For those services described in Exhibit A, County shall pay Consultant according to the compensation and fee schedule set forth in

Exhibit B. For those services described in Exhibit A-1, County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B-1.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B or B-1. 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 or B-1.

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 FIVE HUNDRED FIFTY-SEVEN THOUSAND, THREE HUNDRED FORTY-NINE DOLLARS AND EIGHTY CENTS ($557,349.80); 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. The actual payments made under this Agreement for the work in Exhibit A shall also not exceed the per task maximum amounts set forth in Exhibit B, and the actual payments for the work in Exhibit A-1 shall not exceed the per task maximum amounts set forth in Exhibit B-1, unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

5. Except as provided in Paragraphs 1 - 4, above, all other provisions of the Agreement shall remain in full force and effect as approved previously.

[Remainder of page is intentionally blank]

IN WITNESS WHEREOF, County and Consultant have executed this Amendment No. 1 to Napa County Agreement No. 250396B as of the date first written above.

Nichols Consulting Engineering, CHTD

By_____
MARGOT YAPP, President

By_____
GREGORY FASIANO, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: January 28, 2026	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-1"

SCOPE OF WORK

On and after the date first written on Amendment No. 1 to the Agreement, Consultant shall provide County with the following additional services:

Amendment No. 1 increases the Level of Effort for the following task:

TASK 3B: CCTV – $71,349.80

The Consultant's subconsultant, National Plant Services (NPS), will provide additional storm drainpipe cleaning and CCTV efforts. This work will also include a 10% subconsultant markup and additional time for Consultant's project management of the subconsultant. The remaining budget of $35,496 will be applied towards the additional CCTV effort.

Subconsultant will clean various storm drainpipes that were unable to be inspected during their initial CCTV work on-site, due to the debris levels inside the drainpipe. Subconsultant will provide a three (3) person crew, that is certified in confined space entry, to install a solid blocking plug at the downstream end of the manhole for the storm drain to be cleaned. The pipe will be cleaned with the assistance of a CCTV crawler to direct the cleaning effort. As County is proposing to dispose of the wash water in the Napa Sanitation District sewer system, wash water and debris will be handled per the District requirements. The City of Napa has agreed to allow NPS to stage their debris and wash water storage bins at their Corporation Yard, located at 770 Jackson Street, Napa, CA 94559, in the City of Napa limits.

Subconsultant will furnish supervision, equipment, bonds, and personnel necessary to perform this work, with the exception of traffic control field services.

COUNTY will furnish complete access, permit, decant permission into sewer (pending Napa Sanitation District approval and consent), openings, and rights-of-way to the work areas; frac tank and bin staging, any local licenses or permits that may be required.

Assumptions:

- County will provide a staging location for the debris tank and frac tank.
- Quote includes minor traffic control (cones and signs). Major traffic control services, including preparation of traffic control plans is additional, if needed, and invoiced at cost plus 10%.
- Daily rate will be charged for actual number of days work. 7 days are estimated. More or less days may be needed depending on debris levels.
- Disposal will be billed at actual cost plus 10%. This may include rental of bins/containment, purchase of consumables (liners, etc), handling of excess water, analytical testing, disposal, and hauling. Any costs provided herein for disposal is estimated, and the estimate assumes material is found to be non-hazardous.
- Water usage to be billed at cost and bonds to be reimbursed at cost.

Exhibit "B-1"
COMPENSATION AND EXPENSE REIMBURSEMENT

SUBCONSULTANT COST PROPOSAL:

Pricing assumes the volume of debris is about 5.3 cubic yards. An hourly rate will be charged for subconsultant's work, with a six hour minimum per day. Work hours and disposal costs are estimated and County will only be charged for hours worked. The total subconsultant cost is an amount not to exceed **$93,878**.

TASK DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT	PRICE
CCTV Crew Rate (8 hours on site)	Day	7	$6,800	$47,600
Out of town fees	Day	7	$600	$4,200
Time & Material Expenses				
Frac Tank Delivery & Rental			Cost pluf 10%	$5,803
Frac tank Cleaning			Cost plus 10%	$9,975
Debris bin charges	T&M	1 bin	$6,000	$6,000
Solid Plug rental charges			Cost plus 10%	$3,000
Traffic control field expenses	DAY	4	$2,200/DAY, Billed at Cost plus 10%	$8,800
TC Plans/Permit Fees/Discharge Permit/Bonds			Cost Plus 10%	$2,500
		CONTRACT AMOUNT		**$87,878**
Optional water hauling to Potrero Hills Landfill (if Napa San won't allow)	**Load**		**Cost plus 10%**	**$6,000**

CONSULTANT TOTAL COST PROPOSAL:

	Labor Hours								
Task Description	Project Manager	Project I Engineer	Clerical	Labor Expenses	CCTV	NCE 10% Markup	Remaining CCTV Budget	Reimbursable Expenses	Total Cost
Rate	$350	$200	$120						
1. Project Management & Meetings									
1A. Project Kick-off and Progress Meetings				$ -					$ -
1B. Utility Coordination				$ -					$ -
Sub-Total	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -
2. Pavement Rehabilitation Design									
2A. Pavement Survey				$ -					$ -
2B. Pavement Coring				$ -					$ -
2C. Pavement Design Recommendations				$ -					$ -
Sub-Total	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -
3. Plans, Specifications & Estimates (PS&E)									
3A. Design Data Gathering and Site Visit				$ -					$ -
3B. CCTV (Additional Budget)	4	8	4	$ 3,480	$ 93,878	$ 9,388	$ 35,496	$ 100	$ 71,350
3C. 35% P&E				$ -					$ -
3D. 65% PS&E				$ -					$ -
3E. 95% PS&E				$ -					$ -
3F. Final (100%) PS&E				$ -					$ -
Sub-Total	4	8	4	$ 3,480	$ 93,878	$ 9,388	$ 35,496	$ 100	$ 71,350
				$ -					$ -
				$ -					$ -
				$ -					$ -
Sub-Total	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -
Total	4	8	4	$ 3,480	$ 93,878	$ 9,388	$ 35,496	$ 100	$ 71,350

AMENDMENT NO. 1

OF CITY AGREEMENT NO. C2025-109
NAPA COUNTY AGREEMENT NO. 250397B

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 250397B (C2025-109) is made and entered into as of this _____ day of _____, 2026, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County", and the City of Napa, a California Municipal Corporation, hereinafter referred to as "City" (each a "Party" and collectively, the "Parties");

RECITALS

A. On or about May 20, 2025, County and City entered into Napa County Agreement No. 250397B/City Agreement No. C2025-109 ("Agreement") to memorialize the terms and conditions of the City's agreement to reimburse the County for costs associated with the County's Consultant providing design and specifications ("Engineering Services") for constructing roadway improvements, including, but not limited to, repairing the road structure, resurfacing the road, and improving drainage features, of City-owned assets ("City Construction") in the City's jurisdiction as part of the Pueblo Pocket Sewer and Roadway Rehabilitation Project (RDS 26-01) ("Project").

B. The Parties recognize the need for additional Engineering Services for the Project, the County's Consultant is willing to provide the additional services, and the City is willing to reimburse the County for costs incurred for additional services associated with City Construction.

C. The Parties wish to modify the provisions of the Agreement to memorialize the City's commitment to reimburse the County for costs associated with additional Engineering Services for City Construction.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. Paragraph 2(c) of the Agreement is amended to read in full as follows:

   (c) Design Costs. Design costs shall include but not be limited to County administration costs, County consultant costs to produce construction documents, and any required permitting. The Consultant's scope and cost proposal for Engineering Services and the estimate for the County's administration are summarized in Exhibit "A", attached to the Agreement, and in Exhibits "A-1" and "B-1", attached hereto and incorporated by reference herein.

2. Subparagraph 2(d)iv. and 2(d)v. are added to the Agreement immediately after Subparagraph 2(d)iii as follows:

iv. City agrees to participate in reimbursement of the storm drain cleaning and CCTV efforts described in Exhibits "A-1" and "B-1" at a ratio of 0.17 of the work performed (the County's ratio being 0.83). The ratio was determined based on the jurisdictional boundaries, and the location (and length) of the storm drain in City and County limits.

v. City agrees to reimburse costs associated with additional storm drain cleaning and CCTV services, as well as construction consultation, inspection, and materials testing services as described in Exhibits "A-1" and "B-1" for a not to exceed maximum reimbursement of $50,000.

3. Except as provided in Paragraphs 1 and 2, above, all other provisions of the Agreement shall remain in full force and effect as approved previously.

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

NAPA COUNTY ("COUNTY")

By_____
AMBER MANFREE, Chair of the Board of Supervisors

CITY OF NAPA ("CITY")

By_____
JULIE LUCIDO, Public Works Director

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: February 6, 2026	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: _____

APPROVED AS TO FORM Office of City Attorney By: _____ Napa City Attorney Date: _____	APPROVED BY THE CITY OF NAPA Date: _____ Processed By: _____ City Auditor	ATTEST: TIFFANY CARRANZA Napa City Clerk By:_____

EXHIBIT "A-1"

SCOPE OF ADDITIONAL SERVICES

Effective as of the date first written in Amendment No. 1 to the Agreement, existing storm drains will be cleaned within the City limits of Sherry Drive and Norma Drive, in the Project area. The City agrees to participate in reimbursement of cleaning efforts at a ratio of 0.17 of the work performed (the County's ratio being 0.83). The ratio was determined based on the jurisdictional boundaries and the location (and length) of the storm drain in City and County limits. The City also agrees to participate in reimbursement of construction consultation, inspection, and materials testing services.

Amendment No. 1 increases the Level of Effort for the following tasks:

TASK 3B: CCTV

The Consultant's subconsultant, National Plant Services (NPS), will provide additional storm drainpipe cleaning and CCTV efforts. This work will also include a 10% subconsultant markup and additional time for Consultant's project management of the subconsultant.

Subconsultant will clean various storm drainpipes that were unable to be inspected during their initial CCTV work on-site, due to the debris levels inside the drainpipe. Subconsultant will provide a three (3) person crew, that is certified in confined space entry, to install a solid blocking plug at the downstream end of the manhole for the storm drain to be cleaned. The pipe will be cleaned with the assistance of a CCTV crawler to direct the cleaning effort. As County is proposing to dispose of the wash water in the Napa Sanitation District sewer system, wash water and debris will be handled per the District requirements. The City of Napa has agreed to allow NPS to stage their debris and wash water storage bins at their Corporation Yard, located at 770 Jackson Street, Napa, CA 94559, in the City of Napa limits.

Subconsultant will furnish supervision, equipment, bonds, and personnel necessary to perform this work, with the exception of traffic control field services.

County will furnish complete access, permit, decant permission into sewer (pending Napa Sanitation District approval and consent), openings, and rights-of-way to the work areas; frac tank and bin staging, any local licenses or permits that may be required.

Assumptions:

- County will provide a staging location for the debris tank and frac tank.
- Quote includes minor traffic control (cones and signs). Major traffic control services, including preparation of traffic control plans is additional, if needed, and invoiced at cost plus 10%.
- Daily rate will be charged for actual number of days work. 7 days are estimated. More or less days may be needed depending on debris levels.
- Disposal will be billed at actual cost plus 10%. This may include rental of

bins/containment, purchase of consumables (liners, etc), handling of excess water, analytical testing, disposal, and hauling. Any costs provided herein for disposal is estimated, and the estimate assumes material is found to be non-hazardous.

- Water usage to be billed at cost and bonds to be reimbursed at cost.

TASK 4 -- Consultation, Inspection, and Materials Testing

The County's On-Call Consultant for Geotechnical Services, Miller Pacific Engineering Group (MPEG), will provide consultation, inspection, and materials testing services for both the City and County portions of the project during roadway rehabilitation efforts. MPEG will provide services for the repairs to existing curb and gutters, concrete valley gutters, localized digouts of failed asphalt, milling existing asphalt to different depths depending on location, placement of a SAMI-R layer, and then 1.5 to 3 inches of new asphalt.

MPEG will provide assistance during construction to review submittals, answer questions about design intent, and participate in weekly construction meetings as requested. Inspection services will be provided during concrete and paving related efforts. Testing will be provided during concrete work, which will involve testing material compaction and gathering concrete samples for compressive strength. When the SAMI-R is applied, MPEG will collect emulsion and aggregate (for gradation, durability, and sand equivalent) and test for viscosity, residue, sieve and torsional recovery. MPEG estimates approximately 4 days for SAMI-R application. During paving operations, MPEG will perform density testing on newly compacted asphalt and laboratory testing (i.e. S-value, oil content, air voids, density, gradation, etc.) to ensure the material quality meets the contract specifications. MPEG estimates approximately 20 days for paving. Upon project completion and final laboratory results, MPEG will prepare a letter report to summarize test results and final recommendations and conclusions of the project.

MPEG will provide services on a time-and-expense basis, in accordance with the terms and conditions of the Professional Services Agreement with Napa County.

Exhibit "B-1"
CITY AND COUNTY REIMBURSEMENT

Table 1: Estimated Cost Breakdown for Increased Engineering Services

	Cost Split Ratio	CCTV Crew Rate & Out of Town Fees[1]	Frac Tank Delivery, Rental, & Cleaning[2]	Debris Bin Charges[3]	Solid Plug Rental Charges[2]	Traffic Control[1]	Traffic Control Plans, Permit Fees, Discharge Permit, Bonds[2]	Water Off-Haul to Landfill[4]	10% Subconsultant Markup	Consultant Additional Labor	Total Cost
City	0.17	$8,750.24	$2,665.28	$1,013.54	$506.77	$1,486.53	$422.31	$1,013.54	$1,585.82	$604.75	$18,048.78
County	0.83	$43,049.76	$13,112.72	$4,986.46	$2,493.23	$7,313.47	$2,077.69	$4,986.46	$7,801.98	$2,975.25	$88,797.02*
Total	*1.0*	*$51,800*	*$15,778*	*$6,000*	*$3,000*	*$8,800*	*$2,500*	*$6,000*	*$9,387.80*	*$3,580*	*$106,845.80*

[1] Daily Rate; subject to change.
[2] Fixed Cost.
[3] Time and Material.
[4] Optional scope that will only be required if Napa Sanitation District rejects the wash water test results.
* Napa County set aside $61,600 in the original Agreement No. 250396B with the Consultant (NCE) for Engineering Services. The City of Napa did not set aside any funds for this task, as it was originally a County-only funded task. As such, $35,496 is leftover from Task 3B's original budget and will be applied to the County's costs for the added scope, thereby reducing the County's Total Cost to $53,301.02 and limiting the Consultant's maximum not to exceed compensation to $557,349.80 under Amendment No. 1 to Agreement No. 250396B.

CONSTRUCTION TASK: Consultation, Inspection, and Materials Testing – **$50,000 – Not to Exceed**

County of Napa
Public Works Department

BUDGET SUMMARY: PUEBLO POCKET SEWER AND ROADWAY REHAB PROJECT: RDS 26-01						
						2/13/2026
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$2,550,000	$0	$2,550,000	$0	0%	$2,550,000
20% Construction Contingency	$500,000	$0	$500,000	$0	0%	$500,000
Design and Engineering	$525,000	$0	$525,000	$449,691	86%	$75,309
Design and Engineering Contingency	$61,200	$0	$50,000	$0	0%	$50,000
County Project Management	$150,000	$0	$120,000	$64,601	54%	$55,399
Construction Management	$600,000	$0	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$58,800	$0	$0	$0	0%	$0
Permits	$5,000	$0	$5,000	$0	0%	$5,000
TOTAL	$4,450,000	**$0**	$3,750,000	$514,293	14%	$3,235,707

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-335

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Approval of Amendment No. 1 to Agreement No. 260170B with YEI Engineers, Inc. for the "Napa Library HVAC Replacement Project," PW 25-42

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 260170B with YEI Engineers increasing the contract maximum from $506,405 to $785,427 to provide additional engineering services and construction support for the "Napa Library HVAC Replacement Project," PW 25-42. (Fiscal Impact: $279,022 Expense; Napa Library Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Library Main Branch was the result of the efforts of a group of 19th-century young men who called themselves "The Excelsior Club." They developed a small collection over the years to serve the Napa community, and that collection was taken over by the City of Napa in 1885. In 1901, George E Goodman donated a building for housing the library-the Goodman Library-which served the citizens of Napa for 60 years. In 1916, the State of California passed legislation that allowed counties to establish free public libraries, and the Napa County Board of Supervisors then established the Napa County Free Library, located just three blocks from the Goodman Library in downtown Napa. In 1963, the Napa City Library merged with the Napa County Free Library. In order to better serve the growing service area, and with a combination of funds from the library, the Friends of the Library, and federal and local grants, the current library on Coombs Street was built in 1974. The Library was expanded in 1994 and has since undergone several remodels and improvements. Overall, the facility functions well but is due for maintenance.

On October 7, 2025, the Board approved and authorized Agreement No. 260170B with YEI Engineers, Inc. for a maximum of $504,772 for engineering services and construction support for the "Napa Library HVAC Replacement Project." The project's scope was to replace eight (8) existing rooftop heating, ventilation, and air conditioning (HVAC) units and one (1) existing mini split unit that provide heating and cooling to the Napa Library, 580 Coombs Street. All nine (9) of these units require replacement as they are past their useful lives.

The Amendment expands the design contract to include several additional improvements identified by Library

staff. These enhancements include remodeling the first-floor restrooms; upgrading lighting in an interior stairway; replacing carpet on the first and second floors; repainting select interior areas; replacing the front patio shade structure; designing an enclosed, secure storage area for the Tool Lending Library; replacing two sets of double doors; and conducting feasibility studies for improvements to the Library's outdoor ADA ramp and interior emergency lighting system.

The improvements were selected to enhance safety, accessibility, functionality, and the overall experience for patrons. Staff further determined that incorporating these improvements into the existing project scope would be the most efficient and cost-effective approach, allowing all work to be completed during a single closure while maximizing the Library's ability to serve the community.

Staff recommends the approval of Amendment No. 1 with YEI Engineers, Inc., to revise the maximum contract amount of $785,427 to provide additional design and construction support services. Budget is available in the Napa Library HVAC Replacement Project fund to support the cost of the Amendment as well as additional County project management activities

.

Requested Action:

1. Approve and authorize Amendment No. 1 to Agreement No. 260170B with YEI Engineers, Inc. for an additional $279,022, and therefore, for a new maximum contract amount of $785,427 to provide additional engineering services and construction support for the "Napa Library HVAC Replacement Project," PW 25-42.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Napa Library HVAC Project budget (Project 26004)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Addressing the HVAC maintenance and other facility needs for the Napa Library is necessary to prevent failure that would lead to emergency repairs.
Is the general fund affected?	No
Future fiscal impact:	Staff may return to request a budget amendment to fund the construction phase of the project.
Consequences if not approved:	The HVAC units and other facility needs will not be replaced and could fail without a design in place to address replacement.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from CEQA pursuant to California Code of Regulations, title 14, sections 15301 and 15302 (State CEQA Guidelines).

AMENDMENT NO. 1 OF

NAPA COUNTY AGREEMENT NO. 260170B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") of NAPA COUNTY AGREEMENT NO. 260170B is made and entered into as of this 10th day of March 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and YEI ENGINEERS, INC., a California corporation, whose mailing address is 7677 Oakport Street, Suite 200, Oakland, CA 94621, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, on October 7, 2025, COUNTY entered into Napa County Agreement No. 260170B ("Agreement") with CONSULTANT to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Napa Library HVAC Replacement Project, PW 25-42 ("Project"); 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, acting through its Board of Supervisors, and CONSULTANT hereby amend the Agreement as follows:

1. Paragraph 1.1 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, incorporated by reference herein, and on and after the date first written, those additional services set forth in Exhibit A-1, attached to this Amendment No. 1, said exhibit is being incorporated herein by this reference.

2. Paragraph 1.2 of the Agreement is amended to read in full as follows:

   Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A attached to the Agreement as originally approved, incorporated by reference herein, and on and after the date first written, those additional services set forth in Exhibit A-1, attached to this Amendment No. 1, said exhibit is being incorporated herein by this reference. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in

Exhibit A and on and after the date first written, those additional milestones or deadlines as set forth in Exhibit A-1.

3. Paragraph 3.1, subparagraph (3.1.1), of the Agreement is amendment to read in full as follows:

Rates. County shall pay Consultant at the fixed price of SEVEN HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS ($785,427).

4. Paragraph 3.1, subparagraph (3.1.3), of the Agreement is 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 **SEVEN HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS ($785,427)**; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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

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

7. Except as provided in paragraphs 1 through 6, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 1 to Napa County Agreement No. 260170B as of the date first above written.

YEI ENGINEERS, INC.

By_____
PATRICK MALLILLIN, President/CEO

By_____
HUBERT HIDALGO, Vice President/Secretary

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, 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: February 10, 2026 Doc No.: 13115818	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A-1
SCOPE OF SERVICES

I. Description of Good and/or Services

Consultant shall provide Mechanical, Plumbing, Electrical, Architectural, and Structural engineering additional design services for the Napa County Library at 580 Coombs Street, Napa, CA 94559 in accordance with Consultant's amended proposal dated February 2, 2026.

The following is an outline of the additional scope of services to be provided for this project:

1. Prepare the design for the remodeling of the 1st floor men's restroom, women's restroom, ADA restroom, and two children's restrooms.
2. Prepare the design to improve visibility within the interior stairway by replacing the existing lighting fixtures and providing additional lighting.
3. Prepare the design for carpet replacement in all carpeted areas on the 1st and 2nd floor with durable and high traffic type carpet.
4. Prepare the design for interior wall painting in the foyer area, reference desk area, and children's area.
5. Prepare the design for the replacement of the existing shade structure at the front patio area with a new permanent shade structure providing a larger coverage for improved sunshade and rain protection.
6. Prepare the design for a new enclosed and secure Tool Lending Library at the patio area while maintaining access to the existing doors on both sides of the new tool storage.
7. Prepare a Feasibility Study and cost estimate on improving the library's existing outdoor ADA ramp. Library will determine whether to proceed with improvements based on feasibility and cost.
8. Prepare a feasibility study to evaluate improvements to the library's interior emergency lighting system. The current emergency exit lighting in the children's area only works for about 40 minutes as it is powered by the built-in backup batteries. The feasibility study shall comprise of the entire library's emergency exit lighting system for code compliance and potentially extending the duration *of the emergency lighting to allow the patrons more time to exit during a power outage. Provide feasibility cost estimates for backup battery expansion or alternative power systems to serve the emergency lighting. Library will determine whether to proceed with improvements based on feasibility and cost.*
9. Prepare the design to replace one existing interior double door and one existing exterior double door including the door handles, manual keyed door locks matching the library's master key, electrically powered opening and closing mechanism, and ADA-compliant wall mounted push button switch.
10. Project Management
    - Project Kick-off meeting
    - Project design and coordination meetings with design team and County's representative
      a) Technical memorandum comments and responses resolution online meeting
      b) 60% Design coordination online meeting
      c) 60% comments and responses resolution online meeting

d) 90% Design coordination online meeting
e) 90% comments and responses resolution online meeting
f) Final design coordination online meeting

- Pre-bid on-site meeting (included in the original scope)
- Pre-construction on-site meeting (included in the original scope)
- 20 weekly or bi-weekly construction online meetings (included in the original scope)
- Project closeout online meeting (included in the original scope)

11. Field observation.
12. Prepare the mechanical, electrical, architectural, and structural technical memorandum:
    - Basis of design
    - Identify deficiencies and non-compliant to current code based on visual observation only
    - HVAC, electrical, architectural, and structural recommendations with alternatives (schematic drawings, system descriptions, preliminary equipment selection, and probable construction cost estimates) and necessary changes to comply with current code.
    - Cost estimates
13. Prepare the mechanical, plumbing, electrical, architectural, and structural demolition drawings.
14. Prepare the mechanical, plumbing, electrical, architectural, and structural new work drawings.
15. Prepare mechanical, plumbing, electrical, Architectural and structural technical specifications. Divisions 0 and 1 shall be prepared by County of Napa.
16. Plans, Specifications and Cost Estimates Submittals:
    - PS&E 60% submittal
    - PS&E 90% submittal
    - PS&E Final submittal
17. Attend pre-bid meetings with the County and prospective bidders/contractors and provide bid assistance (respond to RFI's, issue addendum drawings and contract specifications as required).
18. Construction support services.
19. Attend periodic inspections of contractors' progress installation work and provide written findings to the County.
20. As-Built Drawings will be provided based on contractors' red-line mark-ups.

Deliverables:

- Technical Memorandum
- 60% Design Submittal, Specifications and Cost Estimate
- 90% Design Submittal, Specifications and Cost Estimate
- Final Design Submittal with Applicable Specifications
- Construction Support
- Punch List
- As-Built Drawings

Exclusions:

- Relocation of utilities outside of the building.
- Life cycle cost analysis and energy effectiveness studies.
- Power monitoring and electrical data logging.
- Short circuit and arc flash analysis.
- Utility impact report.
- Electrical lighting design or lighting evaluation of the building.
- Plumbing system design or plumbing evaluation of the building.
- Fire protection system design or fire protection evaluation of the building.
- Building fire alarm system design or fire alarm evaluation of the building.
- Assessment of structural vibration, such as football induced floor vibration, finite element analysis, structural recommendations, etc.
- Assessment of existing HVAC equipment vibration not part of the scope work above.
- Acoustic engineering for telecommunication systems.
- Acoustic engineering for spaces with special acoustical requirements, such as theaters, music rooms, recording spaces, or outdoor noise amplification.
- Ground-borne vibration assessment.
- Vibration or acoustical engineering, and acoustical benchmark testing at the current library.
- Low-voltage technology design services (e.g., audiovisual, telecommunications, security, Wi-Fi, and ERRCS).
- Special environmental impact investigations and related research.
- Special survey or testing work to determine the adequacy, capacity or safety of existing systems or to ascertain the presence, absence or exact location of concealed work shown or implied on record "as-built" drawings of existing facility.
- No analysis and documentation for Savings by Design and other utility rebate programs.
- HVAC Commissioning.
- Structural destructive or non-destructive testing is included. If testing is needed, it will be at the County's expense.
- Destructive investigation.
- Scissor lifts or specialty access equipment.
- Special inspections.
- Structural seismic work or seismic evaluation of the building. The entire building will not be evaluated for gravity or lateral capacity. Seismic analysis or upgrade of the entire building is not included.
- Equipment procurement.
- Preparation of O&M Manuals and shop and coordination drawings. Contractors to provide.
- Equipment Training and instructions.
- Permits and permits fees.

II. Schedule

[Reserved – Not Used.]

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:** 3/10/2026 | **File ID #:** 26-316

TO: Board of Supervisors

FROM: Robert Minahen - Treasurer-Tax Collector

REPORT BY: Sam Ross - Assistant Treasurer-Tax Collector

SUBJECT: Adopt a resolution renewing the delegation of authority to invest funds held in the County Treasury to the Treasurer-Tax Collector and approve the Napa County Statement of Investment Policy

RECOMMENDATION

Adopt a Resolution to renew delegation of investment/reinvestment authority to the Treasurer-Tax Collector for an additional one-year period beginning April 1, 2026 and approve the Napa County Investment Policy. (No Fiscal Impact; Discretionary)

BACKGROUND

The California Legislature has enacted a detailed statutory process for the deposit and investment of local agency surplus funds. Since the County is a local agency, the County's Board of Supervisors is empowered to make investment decisions on the County's behalf. However, the Board of Supervisors may delegate its investment authority to the county treasurer pursuant to California Government Code sections 53607 and 27000.1. If the delegation of investment/reinvestment authority occurs, the Treasurer-Tax Collector takes full responsibility for investments and reinvestments of local agency surplus funds until the Board of Supervisors either revokes its overall delegation of authority by ordinance, or decides not to renew the annual delegation.

Since the adoption of the ordinance in 1996, the Board of Supervisors' delegation of authority to the Treasurer-Tax Collector to invest/reinvest has been renewed every year. The current annual delegation period is scheduled to expire at the end of March. Therefore, the Treasurer-Tax Collector is requesting the Board of Supervisors adopt a resolution delegating its authority to invest/reinvest local agency surplus funds held in the Napa County Treasury to the Treasurer-Tax Collector for one year ending March 31, 2027.

The Napa County Investment Policy is presented annually to the Napa County Treasury Oversight Committee (TOC) for review and monitoring in accordance with California Government Code sections 27133 and 53646 (a)(1). In October 2025, the TOC approved the existing Investment Policy without changes and modified the

list of authorized brokers to remove Baird Asset Management and to add Hilltop Securities. The policy adopted by the Board of Supervisors in the prior year inadvertently did not include previously approved modifications to Section 16 - Social Issues/Responsibility restricting new investments. A redlined copy is attached showing the representment of those restrictions. There has been no change to the management of funds related to this aspect of the policy. The Napa County Treasurer-Tax Collector recommends approval of the attached Statement of Investment Policy dated March 10, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Treasurer-Tax Collector is currently responsible for cash flow forecasting and surplus funds investment decisions, following Prudent Investor guidelines while prioritizing safety and liquidity before yield.
Consequences if not approved:	If delegation of authority is not approved, the Board of Supervisors would absorb fiduciary responsibilities under Government Code section 53600.3 for all investment/ reinvestment of surplus funds decisions effective April 1, 2026.

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. 2026-___

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS RENEWING THE DELEGATION OF AUTHORITY TO THE NAPA COUNTY TREASURER-TAX COLLECTOR TO INVEST AND/OR RE-INVEST FUNDS HELD IN THE COUNTY TREASURY

WHEREAS, in 1996, the Board of Supervisors approved Ordinance 1103, delegating to the Napa County Treasurer Tax-Collector the authority to invest or re-invest County funds in the County Treasury pursuant to Government Code section 27000.1; and

WHEREAS, pursuant to Government Code section 53607, if the Board of Supervisors wishes to continue to delegate its investment authority to the County Treasurer Tax-Collector, it must renew its delegation authority each year; and

WHEREAS, from 1998-2023, the Board has adopted Resolution Nos. 98-43, 99-29, 00-36, 01-35, 02-62, 03-65, 04-39, 05-51, 06-59, 07-46, 08-50, 09-28, 10-30, 11-10, 12-30, 13-21, 14-25, 2015-39, 2016-28, 2017-56, 2018-34, 2019-39, 2020-37, 2021-31, 2022-34, and 2023-46, 2024-24, 2025-22 to renew this delegation of its investment authority to the Napa County Treasurer Tax-Collector.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Napa County Board of Supervisors hereby expressly delegates to the Napa County Treasurer-Tax Collector the authority to invest and/or re-invest the funds of Napa County and the funds of other depositors in the County Treasury as permitted by Napa County's Investment Policy which may be amended from time to time.

2. This delegation of authority shall be effective April 1, 2026 and shall continue in effect for a one-year period from said date.

/ / /

/ / /

/ / /

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 10th day of March, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: February 11, 2026	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: _____

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY

STATEMENT OF INVESTMENT POLICY

Effective March 10,2026

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APPENDIX A – APPROVED INVESTMENT BROKERS

NAPA COUNTY
STATEMENT OF INVESTMENT POLICY

In accordance with the California Government Code and under the authority delegated to the County Treasurer-Tax Collector (Treasurer) by the Board of Supervisors, the following sets forth the investment policy of the County of Napa.

1. POLICY

It is the policy of Napa County to invest all public funds held within its pooled investment fund in a manner which will provide the highest reasonable investment return within the boundaries of maximum security and safety of principal while meeting the daily cash flow demands of all pool participants and conforming to all state and local statutes governing the investment of public funds.

2. SCOPE

This investment policy applies to all financial assets held in the Pooled Investment Fund of the County Treasury. These funds include, but are not limited to the following fund types:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Trust and Agency Funds
- School Funds
- Internal Service Funds
- Debt Service Funds
- Special District Funds

3. STANDARDS OF CARE

The County Treasurer is considered the Trustee of the Pooled Investment Fund and, therefore, a fiduciary subject to the "prudent investor" standard, which states that:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The County Treasurer, the Assistant Treasurer, and the members of the Pooled Investment Oversight Committee shall refrain from all personal business activity that could conflict with the management of the investment program, or that could impair their ability to make impartial investment decisions. All individuals involved will be required to report all gifts and income in accordance with California State law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the County Treasurer shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in the "Policy".

4. INVESTMENT OBJECTIVES

All funds on deposit with the County Treasurer shall be invested in accordance with the objectives set out by California Government Code Sections 27000.5 and 53600.5 to ensure:

A. Safety:
The preservation of capital is the primary objective of the investment program. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value.

B. Liquidity:
Secondly, the Pooled Investment Fund should remain sufficiently liquid and flexible to ensure the County Treasurer meets all operating requirements which may be reasonably anticipated in any depositor's funds.

C. Yield:
Thirdly, the investment portfolio should be designed with the objective of attaining a reasonable rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of Napa County's portfolio.

5. PARTICIPANTS

Statutory Participants are those government agencies within the County of Napa for which the Napa County Treasurer is statutorily designated as the Custodian of Funds.

Voluntary Participants are other local agencies that may participate in the Pooled Investment Fund, such as Special Districts and Cities, for which the Treasurer is not the statutorily designated

Custodian of Funds. Such participation is subject to the consent of the County Treasurer and subject to California Government Code Section 53684. Voluntary Participants must authorize in writing the Napa County Pooled Investment Fund as an investment and must accept the County of Napa's Statement of Investment Policy.

6. DELEGATION OF AUTHORITY

In accordance with California Government Code Sections 27000.1 and 53607, and Napa County Ordinance No. 1103, and in conjunction with its annual adoption of the Investment Policy, the Napa County Board of Supervisors has delegated investment responsibility for the Napa County Pooled Investment Fund to the Treasurer. Such delegation remains in effect until the Board of Supervisors either revokes its delegation of authority by ordinance, or decides not to renew the annual delegation.

The responsibility to execute investment transactions may be further delegated to the Assistant Treasurer-Tax Collector under the direction of the Treasurer.

7. PERMITTED INVESTMENTS AND LIMITS

The investment of money on deposit in the Treasury is limited to those investments specified by California Government Code Sections 53601, et seq.; 53635, et seq.; and 16429.1. As the California Government Code is amended, this Policy shall likewise become amended. The Treasurer may place further restrictions upon the types of investments for which money on deposit in the Treasury may be invested. Permitted investments and investment parameters for the Pooled Investment Fund are:

A. U.S. Treasury Obligations

United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	none
4.	Credit:	N/A

B. U.S. Agency Obligations

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	none
4.	Credit:	N/A

C. Supranational Obligations

International development institution obligations. Proceeds from these obligations are used by member countries to achieve an overall goal of improving living standards through sustainable economic growth.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	10%
3.	Maximum par value per issuer:	none
4.	Credit:	"AA" rated or better by Moody's, S&P or Fitch

D. Bankers' Acceptances (BA) - (Domestic and Foreign)

Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

1.	Maximum maturity:	180 days
2.	Maximum % of portfolio:	40%
3.	Maximum par value per issuer:	30%
4.	Credit:	"Prime" quality domestic and foreign Commercial banks

E. Negotiable Certificates of Deposit (CDs)

Negotiable certificates of deposit issued by a nationally or state chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a

foreign bank, including CDs that use a private sector entity that assists in the placement thereof, as allowed by Government Code Sections 53601(i), 53601.8, and 53635.8.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: 30%
3. Maximum par value per issuer: N/A
4. Credit: Must be issued by a nationally or state-chartered bank or a savings association or federal association or a state or federal credit union or by a state-licensed branch of a foreign bank, subject to the conflict of interest provision described in the Government Code Section 53601(i).

F. Medium Term Notes

All corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

1. Maximum maturity 5 years
2. Maximum % of portfolio 30%
3. Maximum par value per issuer N/A
4. Credit: "A" rated or better by Moody's, S&P or Fitch and issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

G. Repurchase Agreements (Repo)

Purchase of securities pursuant to an agreement by which the counter-party seller will repurchase the securities on or before a specified date and for a specified amount.

1. Maximum maturity: 1 year
2. Maximum % of portfolio: none
3. Maximum par value per issuer: N/A
4. Credit: Counterparties will be limited to (i) primary government securities dealers who report daily to the Federal Reserve Bank of New York, or (ii) banks, savings and loan associations or diversified

securities broker-dealers subject to regulation of capital standards by any State or Federal regulatory agency. A master repurchase agreement must be in place with the bank or dealer.

5. Collateralization: Collateral for repurchase agreements shall have a market value of at least 102% of the amount invested. Term repos must be marked to market on a regular basis, no less than quarterly. Collateral for term repos must be delivered to the county's custodial agent for safekeeping.

H. State of California Obligations

Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	N/A
4.	Credit:	"A" rated or better by Moody's, S&P or Fitch

I. California Local Agency Obligations

Bonds, notes, warrants or other evidence of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	N/A
4.	Credit:	"A" rated or better by Moody's, S&P or Fitch

J. California State Local Agency Investment Pool (LAIF)

1.	Maximum maturity:	N/A
2.	Maximum % of portfolio:	N/A

3. Maximum par value: Dollar limit set by the state (the current limit is $75,000,000 per account)
4. Credit: N/A

K. Money Market and Mutual Funds

Mutual funds that invest in the securities and obligations as authorized by subdivisions (A) to (I) within this investment policy, inclusive, and that comply with the investment restrictions of Section 53630 of the Government Code and money market mutual funds that follow regulations specified by the SEC under the Investment Company Act of 1940 (15 U.S.C Sec 80a-1, et seq.). The purchase price of shares shall not include any commission that the fund manager may charge.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: 20%
3. Maximum par value per issuer: 10%
4. Credit: Both mutual and money market mutual funds require that they have attained the highest ranking or the highest letter and numerical rating provided by not less than two Nationally Recognized Statistical Rating Organizations (NRSROs). In addition, they have retained an investment advisor registered or exempt from registration with the SEC with not less than five years' experience managing their specific category of fund and have assets under management in excess of $500,000,000.

L. Joint Power Authorities

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized by Government Code subdivisions 53601 (a) through (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.

2. The adviser has not less than five years of experience investing in the securities and obligations authorized in Government Code subdivisions 53601 (a) through (q), inclusive.
3. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

Whenever a maximum allowable percentage of the portfolio is stated for any type of security as detailed above, the maximum allowable limits are applicable at the time of security purchase unless otherwise noted.

8. COMPETITIVE TRANSACTIONS

On all instruments purchased on the secondary market, the Treasurer shall obtain competitive bid information from at least two separate brokers and/or financial institutions or through the use of a nationally recognized trading platform.

9. SAFEKEEPING AND CUSTODY

All trades of marketable securities will be executed on a delivery vs. payment (DVP) basis, and held by the third-party custodian designated by the Treasurer. Non-marketable securities, such as non-negotiable C/D's and notes of local agencies, may be held in the Treasurer's safe.

10. BROKERS AND FINANCIAL INSTITUTIONS

A list will be maintained of approved broker/dealers and financial institutions authorized to provide investment services to the Napa County Pooled Investment Fund.

Approved security broker/dealers will be selected by conducting a process of due diligence. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

The Treasurer shall determine which financial institutions are authorized to provide investment services to the Napa County Pooled Investment Fund. Institutions eligible to transact investment business include:

- Primary government dealers as designated by the Federal Reserve Bank;
- Nationally or state-chartered banks;
- The Federal Reserve Bank;
- Direct issuers of securities eligible for purchase.

Selection of broker/dealers and financial institutions authorized to engage in transactions with the Napa County Pooled Investment Fund shall be at the sole discretion of the Treasurer. The Treasurer will monitor the financial condition, certification, and registration of approved firms and employees on an annual basis.

In accordance with California Government Code Section 27133(c), any broker, brokerage, dealer, or securities firm that has exceeded the political contribution limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, within any consecutive 48-month period, to the County Treasurer or any member of the governing board of the local agency or any candidate for those offices, is disqualified for selection.

11. WITHDRAWALS

A. For Statutory Participants, the County Treasurer will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Napa County Auditor Controller at a one-dollar net asset value. Pursuant to California Government Code Section 27136, any Statutory Participant that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool shall submit a written request for withdrawal to the County Treasurer for approval. When determining whether to approve the withdrawal request, the County Treasurer will consider any adverse effects such a withdrawal would have on the Pooled Investment Fund, its yield or its participants. The County Treasurer will also assess the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. Any withdrawal for such purposes may be paid based upon the market value of the Pooled Investment Fund as of the date of withdrawal.

B. For Voluntary Participants, where the County Treasurer is not the statutorily designated Custodian of Funds and their Board of Directors has adopted the Napa County Investment Policy, any withdrawal request shall be submitted in writing to the County Treasurer, who will determine the timing of the payout (normally within 48 hours), in order to mitigate any adverse effects such a withdrawal would have on the Pooled Investment Fund, its yield or its participants. Withdrawals may be paid based upon the market value of the Pooled Investment Fund as of the date of the withdrawal.

Withdrawals will generally be limited to once per week and will be paid by wire transfer. The withdrawing entity will be billed for any wire transfer(s) initiated on its behalf.

12. SPECIAL INVESTMENTS

Napa County operates a Pooled Investment Portfolio. All monies from all units of government, schools, agencies, and districts deposited into the treasury are combined into one pool. The purpose of the combined pool is to increase the participants' liquidity and not limit them to specific investments. This pool is invested as a unit based on a calculated combined cash flow of all the participants. No exceptions to the combined pool are allowed and no special investment is permitted for any agency.

13. APPORTIONMENT OF INTEREST AND COSTS

Interest shall be apportioned to all pool participants quarterly based upon the ratio of the average daily balance of each individual fund to the average daily balance of all funds in the investment pool. The amount of interest apportioned shall be determined using the cash method of accounting whereby interest will be apportioned for the quarter in which it was actually received. The Treasurer shall deduct from the gross interest received those administrative costs related to investing, depositing or handling of funds and of distribution of such interest or income, including salaries and other compensation, banking costs, equipment purchased, supplies, costs of information services, audits, Oversight Committee costs and any other costs as provided by Government Code Section 27013. Such cost reimbursement shall be paid into the County's general fund.

14. INTERNAL CONTROLS

Internal control procedures shall be established and maintained by the Treasurer that provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, misuse, or mismanagement. The internal controls shall be reviewed as part of the regular annual independent audit. The controls and procedures shall be designed to prevent employee error, misrepresentations by third parties, and imprudent or illegal actions by employees or officers of the County.

15. REPORTING

The Napa County Treasurer will provide the following:

Monthly, an investment report to the Treasury Oversight Committee, the Board of Supervisors, and any participating agency making such a request in writing. The report shall include all of the elements as required by California Government Code Section 53646(b).

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Issues of public social concern and benefit will be evaluated on a case by case basis. While consideration will be given to various social concerns, transactions must meet the Policy objectives of safety, liquidity, and yield when compared to investments permitted by state law.

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A. No new investments shall be made in fossil fuel companies as defined as the 200 largest publicly traded fossil fuel companies, as established by carbon content in the companies' proven oil, gas, and coal reserves.
B. No new investments shall be made in companies engaged in the manufacture of civilian firearms or ammunition.
C. No new investments shall be made in corporations that derive more than 15% of their total revenue from tobacco or tobacco-related products.
D. Current holdings inconsistent with A-C shall be divested by January 1, 2028.

Any decision to conduct financial transactions with an entity shall be made exercising the care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs.

FINAL NOTE: All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

17. GLOSSARY OF SELECTED INVESTMENT TERMINOLOGY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities (when you are selling securities, you ask for a bid).

BROKER: A person or firm that acts as an intermediary by purchasing and selling securities for others rather than for its own account.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZATION: Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. GNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. GNMA's securities are also highly liquid and are widely accepted. GNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR Ginnie Mae): Securities

influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold at a particular point in time.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase/reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer/lender to liquidate the underlying securities in the event of default by the seller/borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities you ask for an offer.)

PORTFOLIO: Collection of securities held by an investor.

PRUDENT PERSON RULE or PRUDENT INVESTOR STANDARD: A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, re-investing, purchasing, acquiring, exchanging, selling, and managing funds. The test of whether the standard is being met is if a prudent person acting in such a situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

REPURCHASE AGREEMENT (REPO): An agreement of one party (for example, a financial institution) to sell securities to a second party (such as a local agency) and simultaneous agreement

by the first party to repurchase the securities at a specified price from the second party on demand or at a specified date.

REVERSE REPURCHASE AGREEMENT: The mirror of a repurchase agreement. An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transaction by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, GNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the securities current price.

Appendix A
Broker Listing

Alamo Capital
Ben Mullally, Senior Vice President (Walnut Creek, CA)

Cantor Fitzgerald
James Shamoun, Vice President (Kingsland, TX)

Piper Sandler & Co
Jane Fielding, Director Fixed Income (San Francisco, CA)

Raymond James & Associates, Inc.
Rosa Schulte, Senior Vice President (Dana Point, CA)

US Bank Investment Services
Mark Kreymer, Director of Institutional Sales (Los Angeles, CA)

Stifel, Nicolaus & Company
Jaime Loftin Picunko, Managing Director (Memphis, TN)

Hilltop Securities
Ben Finkelstein, Managing Director of Public Funds (Houston, TX)

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY

STATEMENT OF INVESTMENT POLICY

Effective March 10, 2026

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APPENDIX A – APPROVED INVESTMENT BROKERS

NAPA COUNTY
STATEMENT OF INVESTMENT POLICY

In accordance with the California Government Code and under the authority delegated to the County Treasurer-Tax Collector (Treasurer) by the Board of Supervisors, the following sets forth the investment policy of the County of Napa.

1. POLICY

It is the policy of Napa County to invest all public funds held within its pooled investment fund in a manner which will provide the highest reasonable investment return within the boundaries of maximum security and safety of principal while meeting the daily cash flow demands of all pool participants and conforming to all state and local statutes governing the investment of public funds.

2. SCOPE

This investment policy applies to all financial assets held in the Pooled Investment Fund of the County Treasury. These funds include, but are not limited to the following fund types:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Trust and Agency Funds
- School Funds
- Internal Service Funds
- Debt Service Funds
- Special District Funds

3. STANDARDS OF CARE

The County Treasurer is considered the Trustee of the Pooled Investment Fund and, therefore, a fiduciary subject to the "prudent investor" standard, which states that:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The County Treasurer, the Assistant Treasurer, and the members of the Pooled Investment Oversight Committee shall refrain from all personal business activity that could conflict with the management of the investment program, or that could impair their ability to make impartial investment decisions. All individuals involved will be required to report all gifts and income in accordance with California State law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the County Treasurer shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in the "Policy".

4. INVESTMENT OBJECTIVES

All funds on deposit with the County Treasurer shall be invested in accordance with the objectives set out by California Government Code Sections 27000.5 and 53600.5 to ensure:

A. Safety:
The preservation of capital is the primary objective of the investment program. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value.

B. Liquidity:
Secondly, the Pooled Investment Fund should remain sufficiently liquid and flexible to ensure the County Treasurer meets all operating requirements which may be reasonably anticipated in any depositor's funds.

C. Yield:
Thirdly, the investment portfolio should be designed with the objective of attaining a reasonable rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of Napa County's portfolio.

5. PARTICIPANTS

Statutory Participants are those government agencies within the County of Napa for which the Napa County Treasurer is statutorily designated as the Custodian of Funds.

Voluntary Participants are other local agencies that may participate in the Pooled Investment Fund, such as Special Districts and Cities, for which the Treasurer is not the statutorily designated

Custodian of Funds. Such participation is subject to the consent of the County Treasurer and subject to California Government Code Section 53684. Voluntary Participants must authorize in writing the Napa County Pooled Investment Fund as an investment and must accept the County of Napa's Statement of Investment Policy.

6. DELEGATION OF AUTHORITY

In accordance with California Government Code Sections 27000.1 and 53607, and Napa County Ordinance No. 1103, and in conjunction with its annual adoption of the Investment Policy, the Napa County Board of Supervisors has delegated investment responsibility for the Napa County Pooled Investment Fund to the Treasurer. Such delegation remains in effect until the Board of Supervisors either revokes its delegation of authority by ordinance, or decides not to renew the annual delegation.

The responsibility to execute investment transactions may be further delegated to the Assistant Treasurer-Tax Collector under the direction of the Treasurer.

7. PERMITTED INVESTMENTS AND LIMITS

The investment of money on deposit in the Treasury is limited to those investments specified by California Government Code Sections 53601, et seq.; 53635, et seq.; and 16429.1. As the California Government Code is amended, this Policy shall likewise become amended. The Treasurer may place further restrictions upon the types of investments for which money on deposit in the Treasury may be invested. Permitted investments and investment parameters for the Pooled Investment Fund are:

A. U.S. Treasury Obligations

United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	none
4.	Credit:	N/A

B. U.S. Agency Obligations

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	none
4.	Credit:	N/A

C. Supranational Obligations

International development institution obligations. Proceeds from these obligations are used by member countries to achieve an overall goal of improving living standards through sustainable economic growth.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	10%
3.	Maximum par value per issuer:	none
4.	Credit:	"AA" rated or better by Moody's, S&P or Fitch

D. Bankers' Acceptances (BA) - (Domestic and Foreign)

Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

1.	Maximum maturity:	180 days
2.	Maximum % of portfolio:	40%
3.	Maximum par value per issuer:	30%
4.	Credit:	"Prime" quality domestic and foreign Commercial banks

E. Negotiable Certificates of Deposit (CDs)

Negotiable certificates of deposit issued by a nationally or state chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a

foreign bank, including CDs that use a private sector entity that assists in the placement thereof, as allowed by Government Code Sections 53601(i), 53601.8, and 53635.8.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: 30%
3. Maximum par value per issuer: N/A
4. Credit: Must be issued by a nationally or state-chartered bank or a savings association or federal association or a state or federal credit union or by a state-licensed branch of a foreign bank, subject to the conflict of interest provision described in the Government Code Section 53601(i).

F. Medium Term Notes

All corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

1. Maximum maturity 5 years
2. Maximum % of portfolio 30%
3. Maximum par value per issuer N/A
4. Credit: "A" rated or better by Moody's, S&P or Fitch and issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

G. Repurchase Agreements (Repo)

Purchase of securities pursuant to an agreement by which the counter-party seller will repurchase the securities on or before a specified date and for a specified amount.

1. Maximum maturity: 1 year
2. Maximum % of portfolio: none
3. Maximum par value per issuer: N/A
4. Credit: Counterparties will be limited to (i) primary government securities dealers who report daily to the Federal Reserve Bank of New York, or (ii) banks, savings and loan associations or diversified

securities broker-dealers subject to regulation of capital standards by any State or Federal regulatory agency. A master repurchase agreement must be in place with the bank or dealer.

5. Collateralization: Collateral for repurchase agreements shall have a market value of at least 102% of the amount invested. Term repos must be marked to market on a regular basis, no less than quarterly. Collateral for term repos must be delivered to the county's custodial agent for safekeeping.

H. State of California Obligations

Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	N/A
4.	Credit:	"A" rated or better by Moody's, S&P or Fitch

I. California Local Agency Obligations

Bonds, notes, warrants or other evidence of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

1.	Maximum maturity:	5 years
2.	Maximum % of portfolio:	not limited
3.	Maximum par value per issuer:	N/A
4.	Credit:	"A" rated or better by Moody's, S&P or Fitch

J. California State Local Agency Investment Pool (LAIF)

1.	Maximum maturity:	N/A
2.	Maximum % of portfolio:	N/A

3. Maximum par value: Dollar limit set by the state (the current limit is $75,000,000 per account)
4. Credit: N/A

K. Money Market and Mutual Funds

Mutual funds that invest in the securities and obligations as authorized by subdivisions (A) to (I) within this investment policy, inclusive, and that comply with the investment restrictions of Section 53630 of the Government Code and money market mutual funds that follow regulations specified by the SEC under the Investment Company Act of 1940 (15 U.S.C Sec 80a-1, et seq.). The purchase price of shares shall not include any commission that the fund manager may charge.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: 20%
3. Maximum par value per issuer: 10%
4. Credit: Both mutual and money market mutual funds require that they have attained the highest ranking or the highest letter and numerical rating provided by not less than two Nationally Recognized Statistical Rating Organizations (NRSROs). In addition, they have retained an investment advisor registered or exempt from registration with the SEC with not less than five years' experience managing their specific category of fund and have assets under management in excess of $500,000,000.

L. Joint Power Authorities

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized by Government Code subdivisions 53601 (a) through (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.

2. The adviser has not less than five years of experience investing in the securities and obligations authorized in Government Code subdivisions 53601 (a) through (q), inclusive.
3. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

Whenever a maximum allowable percentage of the portfolio is stated for any type of security as detailed above, the maximum allowable limits are applicable at the time of security purchase unless otherwise noted.

8. COMPETITIVE TRANSACTIONS

On all instruments purchased on the secondary market, the Treasurer shall obtain competitive bid information from at least two separate brokers and/or financial institutions or through the use of a nationally recognized trading platform.

9. SAFEKEEPING AND CUSTODY

All trades of marketable securities will be executed on a delivery vs. payment (DVP) basis, and held by the third-party custodian designated by the Treasurer. Non-marketable securities, such as non-negotiable C/D's and notes of local agencies, may be held in the Treasurer's safe.

10. BROKERS AND FINANCIAL INSTITUTIONS

A list will be maintained of approved broker/dealers and financial institutions authorized to provide investment services to the Napa County Pooled Investment Fund.

Approved security broker/dealers will be selected by conducting a process of due diligence. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

The Treasurer shall determine which financial institutions are authorized to provide investment services to the Napa County Pooled Investment Fund. Institutions eligible to transact investment business include:

- Primary government dealers as designated by the Federal Reserve Bank;
- Nationally or state-chartered banks;
- The Federal Reserve Bank;
- Direct issuers of securities eligible for purchase.

Selection of broker/dealers and financial institutions authorized to engage in transactions with the Napa County Pooled Investment Fund shall be at the sole discretion of the Treasurer. The Treasurer will monitor the financial condition, certification, and registration of approved firms and employees on an annual basis.

In accordance with California Government Code Section 27133(c), any broker, brokerage, dealer, or securities firm that has exceeded the political contribution limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, within any consecutive 48-month period, to the County Treasurer or any member of the governing board of the local agency or any candidate for those offices, is disqualified for selection.

11. WITHDRAWALS

A. For Statutory Participants, the County Treasurer will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Napa County Auditor Controller at a one-dollar net asset value. Pursuant to California Government Code Section 27136, any Statutory Participant that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool shall submit a written request for withdrawal to the County Treasurer for approval. When determining whether to approve the withdrawal request, the County Treasurer will consider any adverse effects such a withdrawal would have on the Pooled Investment Fund, its yield or its participants. The County Treasurer will also assess the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. Any withdrawal for such purposes may be paid based upon the market value of the Pooled Investment Fund as of the date of withdrawal.

B. For Voluntary Participants, where the County Treasurer is not the statutorily designated Custodian of Funds and their Board of Directors has adopted the Napa County Investment Policy, any withdrawal request shall be submitted in writing to the County Treasurer, who will determine the timing of the payout (normally within 48 hours), in order to mitigate any adverse effects such a withdrawal would have on the Pooled Investment Fund, its yield or its participants. Withdrawals may be paid based upon the market value of the Pooled Investment Fund as of the date of the withdrawal.

Withdrawals will generally be limited to once per week and will be paid by wire transfer. The withdrawing entity will be billed for any wire transfer(s) initiated on its behalf.

12. SPECIAL INVESTMENTS

Napa County operates a Pooled Investment Portfolio. All monies from all units of government, schools, agencies, and districts deposited into the treasury are combined into one pool. The purpose of the combined pool is to increase the participants' liquidity and not limit them to specific investments. This pool is invested as a unit based on a calculated combined cash flow of all the participants. No exceptions to the combined pool are allowed and no special investment is permitted for any agency.

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B. No new investments shall be made in companies engaged in the manufacture of civilian firearms or ammunition.
C. No new investments shall be made in corporations that derive more than 15% of their total revenue from tobacco or tobacco-related products.
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FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. GNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. GNMA's securities are also highly liquid and are widely accepted. GNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR Ginnie Mae): Securities

influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold at a particular point in time.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase/reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer/lender to liquidate the underlying securities in the event of default by the seller/borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities you ask for an offer.)

PORTFOLIO: Collection of securities held by an investor.

PRUDENT PERSON RULE or PRUDENT INVESTOR STANDARD: A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, re-investing, purchasing, acquiring, exchanging, selling, and managing funds. The test of whether the standard is being met is if a prudent person acting in such a situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

REPURCHASE AGREEMENT (REPO): An agreement of one party (for example, a financial institution) to sell securities to a second party (such as a local agency) and simultaneous agreement

by the first party to repurchase the securities at a specified price from the second party on demand or at a specified date.

REVERSE REPURCHASE AGREEMENT: The mirror of a repurchase agreement. An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transaction by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, GNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the securities current price.

Appendix A
Broker Listing

Alamo Capital
Ben Mullally, Senior Vice President (Walnut Creek, CA)

Cantor Fitzgerald
James Shamoun, Vice President (Kingsland, TX)

Piper Sandler & Co
Jane Fielding, Director Fixed Income (San Francisco, CA)

Raymond James & Associates, Inc.
Rosa Schulte, Senior Vice President (Dana Point, CA)

US Bank Investment Services
Mark Kreymer, Director of Institutional Sales (Los Angeles, CA)

Stifel, Nicolaus & Company
Jaime Loftin Picunko, Managing Director (Memphis, TN)

Hilltop Securities
Ben Finkelstein, Managing Director of Public Funds (Houston, TX)

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-287

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointments to the Napa County Airport Advisory Commission

RECOMMENDATION

Appoint seven (7) of the following applicants to serve on the Napa County Airport Advisory Commission whose terms of office to commence immediately. (No Fiscal Impact)

Robert DeYoung

Geoffrey Gorsuch

Kristen Gregory

Debby Hight

Jason Johnson

Choolwe Kalulu

Lee Nordlund

Christian Palmaz

Richard Rybicki

Peggy Squires

Stephen Waller

BACKGROUND

There are currently seven (7) vacancies on the Napa County Airport Advisory Commission (AAC) due to term

expirations. The County Executive Office advertised the vacancies and received eleven (11) applications from the following applicants in the following groups and/or industries:

Local Chamber of Commerce Member:

- Robert DeYoung
- Jason Johnson
- Stephen Waller

General Public Member:

- Geoffrey Gorsuch
- Debby Hight
- Lee Nordlund
- Richard Rybicki
- Peggy Squires

Wine/ Hospitality Member:

- Christian Palmaz

Local Education Industry Member:

- Choolwe Kalulu

Napa County Airport Pilots Group or Club:

- Kristen Gregory

The Airport Advisory Commission (AAC) was originally formed in 1969 with the mission of advising the Board of Supervisors on all matters pertaining to County Airport operations and making recommendations to the Board of Supervisors regarding Airport safety, annual budgets, use of Airport facilities, and a variety of other issues related to the Airport.

On May 7, 2019, the Board of Supervisors adopted Resolution No. 2019-54 revising the function, composition, and frequency of Airport Advisory Commission meetings to assist Airport Management. The number of meetings was reduced from ten (10) to six (6) annually, and the membership was reduced to seven (7) voting members and one non-voting liaison Commissioner.

On November 18, 2025, the Board of Supervisors adopted Resolution No 2025-123, in summary, changes include:

1. Updating the language on Commissioner qualifications to be consistent with County policy and to ensure that Commissioners have knowledge and appreciation of General Aviation;

2) Updating the names of each seat on the Airport Advisory Commission with their group and industry representation;

3) Establishing a two year limit on the number of annual terms for serving as Commission Chair;

4) Establishing the Airport Manager as the Commission Secretary;

5) Staggering the terms of the Commissioners so that continuity improves while preserving the opportunity to serve;

6) Updating the language on Commissioner termination;

7) Shifting the notifications of absences to the Commission Secretary;

8) Updating the language on parliamentary procedure, public comment, and the conduct of the Commission meetings; and

9) Other minor language edits to improve consistency.

On February 4, 2026, the Napa County Airport Advisory Commission met at a regular meeting and voted unanimously to recommend the following people:

Seat 1 Representing The General Public: **Richard Rybicki** 2 Year Term

Seat 2 Representing The General Public: **Geoffrey Gorsuch** 1 Year Term

Seat 3 Representing The Chamber Of Commerce: **Robert DeYoung** 2 Year Term

Seat 4 Representing The Chamber Of Commerce: **Jason Johnson** 1 Year Term

Seat 5 Representing The Napa County Airport Pilots Group Or Club: **Kristen Gregory** 2 Year Term

Seat 6 Representing The Local Education Industry: **Choolwe Kalulu** 1 Year Term

Seat 7 Representing The Wine/Hospitality Industry: **Christian Palmaz** 2 Year Term

(Recommendation letter attached)

PROCEDURAL REQUIREMENTS:

1. Staff report.
2. Public comments.
3. Motion, second, discussion, and vote on the item.

REQUESTED ACTION:

Accept the recommendation of the Napa County Airport Advisory Commission and appoint the following applicants to the following groups and/or industries as recommended by the AAC:

Richard Rybicki as General Public member;

Robert DeYoung as Chamber of Commerce member;

Kristen Gregory as the Napa County Airport Pilots Group Or Club member,

Christian Palmaz as the Wine/Hospitality Industry member, for terms ending March 10, 2028; And

Geoffrey Gorsuch as General Public member:

Jason Johnson as Chamber of Commerce member; and

Choolwe Kalulu as the Local Education Industry member, for terms ending March 10, 2027.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 2, 2025

Robert E. DeYoung
[redacted]
Napa, CA 94558
[redacted]

Dear Robert,

You have been a valued member of the **Napa County Airport Advisory Commission** representing Local Chamber of Commerce. The term of your position will expire September 17, 2025. If you wish to request reappointment for another term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission**.

==========

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.countyofnapa.org/1420/Committees-Commissions

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

R E D

SIGNATURE

9-3-2025

DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Commissioner

Profile

Robert (First Name) | E (Middle Initial) | Deyoung (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 4

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

Mobile:[redacted] (Primary Phone)

Papa Tango LLC	Pilot / Director of Flight Operations	Aviator
Employer	Job Title	Occupation

Education/Experience

My aviation background includes early involvement in the development of Smith Ranch Airport in San Rafael, CA, as part of my father's initiative. I also commanded my Air Force Junior Reserve Officers' Training Corps attachment at Novato High School. Over the years, I worked as a flight instructor at the Marin County Airport, in customer service for West Air and United Airlines in Chico, Sacramento, and San Francisco, and in corporate aviation and charter operations throughout the North Bay Area. Currently, I manage and operate a corporate business jet based at the Napa County Airport and offer consulting services to the aviation industry, providing both managerial and pilot services under contract.

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

Lisa DeYoung / Realtor

Resume

BOB_DEYOUNG_RESUME.pdf
Upload a Resume

Bob_DeYoung_Biography.docx
Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Air Transport Pilot Feb. 28,1998, Flight Instructor Mar. 14, 1996, Advanced Ground Instructor Mar. 14, 1996 - All active and without expiration I hold ratings in Multi Engine TurboJet, Single Engine Land and Sea aircraft, Lighter than Air Balloon (Hot Air Balloon), and Glider all with commercial privileges.

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Kristen Gregory ([redacted], [redacted], Chair of the Airpor visory C ation Explorer post. Christian Palmaz [redacted] [redacted]. Airport Advisory Committee membe ighbor o [redacted],
Former employer and owner of the North Bay Business Journal

Community Participation

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

The commission is an avenue that I can return to the community my gratitude in service for the blessings I have to share. I have been fortunate to be involved in the field of aviation my entire life and have expertise as a pilot, familiarity in the economics and infrastructure of airports and particularly the Napa County Airport. My experience in commercial and recreational flying give me unique knowledge and insight to balance the recreational and small business aircraft owner, and the commercial aircraft operator for profit, inclusive of the commercial supporting services.

Nature of activity and community location

The airport is multifaceted in that it supports the storage of aircraft and social interactions of pilots who fly for recreation, but it also supports the small business owner that enhance the efficiency of business through the use of aviation for transportation. Economically it supports the commerce of the aviation support services based in Napa, and the economic benefit to the community as a gateway for visitors to the region. In terms of infrastructure it is vital as a resource for emergency access and egress from the surrounding communities. I have been a tenet in good standing at the airport for more than 20 years.

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

NA

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Robert E DeYoung

Date

February 12, 2025

Robert E. DeYoung

[redacted]

Work Experience

Jan. '02 ~ Present : Corporate Pilot – CE525B
Papa Tango LLC, San Rafael CA, and Napa Jet Center
Napa CA

June '98 ~ Nov. '02: CE525, CE550, BE-200, CE414, BE-58
Sunset Aviation, Novato CA

June '99 ~ Feb. '02: Contract Corporate Pilot – Dornier 328
Pacific Gas & Electric Company, Oakland CA

Mar. '96 ~ Aug. '99: Flight Instructor Single and Multi Engine Land, Instrument, Advanced Aeronautical Ground Instructor
AirWard Inc., Novato CA

Oct. '94 ~ Present: Consultant Aviation Services, Owner
Smith Ranch Aviation Services, Napa CA

May. '91 ~ Oct. '94: Customer Service Representative,
United Air Lines, San Francisco International Airport CA

Flight Time

Total Time: 10,231 Instruments: 768
Multi-Engine: 7546 Turbine PIC: 6133 Turbine SIC: 501
(Turbojet PIC 5618)

Certificates and Ratings

Airline Transport Pilot,
Airplane Multi-Engine Land, CE-500, CE-525 Single pilot
Commercial Pilot,
Airplane Single Engine Land, Lighter than Air
Certified Flight Instructor
Airplane Single and Multiengine Land, Instrument,
LTA Balloon
Ground Instructor,
Advanced Ground Instructor
First Class Medical ~ DOI 09/16/2014

Education

Bachelor of Science Degree, Recreation Administration,
California State University at Chico, Chico CA

[redacted]

09/24//2014

ROBERT DE YOUNG

THE MEMBERSHIP OF THE NAPA CHAMBER OF COMMERCE



FEB. 12, 2025

As a new member of the Napa Chamber of Commerce and your representative on the Napa County Airport Advisory Committee, I will bring a unique perspective on airport operations and their impact on the Napa community. With a lifelong career in aviation and airport management, I am committed to ensuring the airport serves both the recreational and business needs of Napa's residents and visitors.

My aviation background includes early involvement in the development of Smith Ranch Airport in San Rafael, CA, as part of my father's initiative. I also commanded my Air Force Junior Reserve Officers' Training Corps attachment at Novato High School. Over the years, I worked as a flight instructor at the Marin County Airport, in customer service for West Air and United Airlines in Chico, Sacramento, and San Francisco, and in corporate aviation and charter operations throughout the North Bay Area. Currently, I manage and operate a corporate business jet based at the Napa County Airport and offer consulting services to the aviation industry, providing both managerial and pilot services under contract.

I hold a Bachelor of Science degree in Recreation Administration from California State University, Chico, where I focused on the business and private enterprise aspects of recreation. My senior project—on the development and operation of airports for both

recreational and business use—earned recognition as the Outstanding Graduating Senior in the College of Education.

For 31 years, I have been married to my wife Lisa, a Napa native. Together with her father, Carl Hammond, they have been involved in Napa Valley real estate and property management since the early 1980s. We have two sons: Gunnar, a graduate of the University of New Hampshire with a degree in Finance, and Soren, a senior at Vintage High School, who is pursuing a career in military aviation through one of the U.S. Military Academies. Our family is actively engaged in St. John's Lutheran Church, with my spare time split between church, Boy Scout Troop 83, Napa Aviation Explorer Post, supporting local high school athletic and music programs, and forwarding the interest of aviation among the youth in our community.

Sincerely,

Robert De Young

NAPA CHAMBER of COMMERCE

Board of Directors

Chair, ***Christi Coors Ficeli*** *Goosecross Cellars*
Michael Basayne*, Solano-Napa SBDC*
Andrea Clarke, M.D.*, Kaiser Permanente*
Alonso Corona*, SSAM, Inc.*
Debra Dommen*, Treasury Wine Estates*
Justin Dragoo*, BottleRock Napa Valley*
Ken Frank*, La Toque*
Adam Ghisletta*, Pinnacle Realty*
Michael C. Holcomb*, W Real Estate*
Chuck Meyer*, Napa Palisades Saloon*
George Nielson*, Nielson Construction*
Richard Rybicki, *Rybicki & Assoc.*
Kevin Teague*, Holman Teague*
Suzanne Truchard*, Engel & Volkers Napa*

1556 First Street
Napa • CA • 94559

E admin@napachamber.com
O 707.226.7455

President & CEO Jeri Hansen
E Jeri@napachamber.com
O 707.254.1146

V.P. of Operations Philippa Perry
E Philippa@napachamber.com
O 707.254.1145

Napa Chamber of Commerce is a 501(c)6, Not-for-Profit Organization

Tax ID# 94-0705300

February 13, 2025

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

Subject: Recommendation for Robert De Young – Napa County Airport Commission

Dear Chair Cottrell,

I am pleased to submit this letter of recommendation in support of Robert De Young's appointment as the Napa Chamber of Commerce Representative to the Napa County Airport Commission.

With an extensive career in aviation and airport management, Robert brings a wealth of experience and a deep commitment to ensuring that the Napa County Airport serves both the recreational and business needs of our community and its visitors. His expertise spans multiple facets of the aviation industry, including airport development, aviation training and flight instruction, corporate and charter operations, and customer service with nationally recognized airlines. Additionally, he currently provides consulting services in aviation management and pilot operations, further demonstrating his leadership and dedication to the field.

Beyond his professional qualifications, Robert is actively engaged in various local community organizations, enabling him to offer a well-rounded and inclusive perspective as a commissioner. His ability to bridge industry expertise with community priorities will make him an invaluable asset to the commission.

I am confident that Robert's knowledge, experience, and collaborative approach will greatly benefit the Napa County Airport Commission.

Thank you for your consideration. Please do not hesitate to reach out if you require any further information.

Sincerely,

Jeri Hansen
President & CEO
Napa Chamber of Commerce

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 2, 2025

Geoffrey Gorsuch
[redacted]
Napa, CA 94559
[redacted]

Dear Geoffrey,

You have been a valued member of the **Napa County Airport Advisory Commission** representing General Public. The term of your position will expire September 17, 2025. If you wish to request reappointment for another term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission**.

==========

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.countyofnapa.org/1420/Committees-Commissions

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

SIGNATURE

8-5-25
DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

general public

Profile

Geoffrey (First Name) | H (Middle Initial) | Gorsuch (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94559 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 1

To find your supervisorial district go to https://www.countyofnapa.org/2051/Find-my-supervisor-and-district and enter your address.

[redacted] (Primary Phone)

Napa River Reclamation District	Part time assistant to the supervisor/maintenance/equipment operator	retired - winemaker, vineyard manager/owner Goosecross Cellars, Yountville
Employer	Job Title	Occupation

Education/Experience

BA degree, San Diego State University, recreation/public administration Private/instrument rating pilot CERT and citizens academy, Napa county sheriff department 12 years Ventura county 4-H program 4 years Yountville Chamber of commerce

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

Karen gorsuch,retired NVUSD food service

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Napa County Agriculture Department pesticide applicator license. expired

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Thomas Nelson [redacted] retired business owner, past Napa Airport Advisory Commisioner Phil Decelles [redacted] retired airline pilot/FAA check airman Brian King [redacted] History teacher NVUSD

Community Participation

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

As a home owner close to the airport and being a pilot, I believe there is a critical need for representation and education between the airport and residences that live close by. With the future growth of Napa airport it will be important to have open peaceful input from all involved. I hope to be able to discuss and educate fellow neighbors about the airport operations and return to the commission, airport management and supervisors with positive suggestions and open dialog. The promotion of the airport and its value to all will also be a goal to achieve.

Nature of activity and community location

own home on Milton road west of Napa Airport

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

None

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

None , no criminal record of any kind

Electronic Signature Agreement

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Geoffrey H Gorsuch

Date

8-2-2021

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

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Form 700 Conflict of Interest Code
California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Representing Napa Airport Pilots Association

Profile

Kristen (First Name) | (Middle Initial) | Hannum Gregory (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Vallejo (City) | CA (State) | 94591 (Postal Code)

Which supervisorial district do you reside in? *

☑ [redacted]

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

[redacted] (Primary Phone)

Employer	Job Title	Occupation
Advocates for Aviation Safety Foundation, Inc.,- Retired	Retired	Retired

Education/Experience

Bachelor's Degree in German From Stanford University Masters in Learning and Behavior from UCLA Ph.D in Industrial Organizational Psychology from UC Berkeley

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

N/A

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Single Engine Land - Private Pilot License, Commercial Pilot, with Instrument Rating

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Larry Timmer: [redacted]; Harold Leggett: [redacted]; Ray Romano: [redacted]

Community Participation

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

I am an enthusiastic aviator and an advocate for aviation, and for aviation safety. I have been flying for 20 years, and my Cessna 152 airplane is hangared in Napa and in Truckee. I am involved in community activities at both airports, and am very keen on enhancing the positive impact that an airport can have on its local community. I would like to see Napa County Airport further strengthen its community outreach and community service to Napa County, and it would be an honor to work with the Advisory Commission in support of that objective.

Nature of activity and community location

President of Napa Airport Pilots Association President of Advocates for Aviation Safety Foundation, Inc. (a 501 c 3 operating out of Napa) Member of EAA local chapters at Sonoma Sky Park and at Napa County Airport Leader of Scouting Post 7301 -- Aviation Explorers of Napa County Airport

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

None

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Kristen Hannum Gregory

Date

12/13/2025

From: Napa Pilot's Association <napapilotsassociation@gmail.com>
Sent: Wednesday, August 14, 2019 3:42 PM
To: Fultz, Barbara
Subject: Fwd: AAC Candidate Endorsement

Begin forwarded message:

From: Napa Pilot's Association <napapilotsassociation@gmail.com>
Date: August 13, 2019 at 7:35:10 AM PDT
To: Greg Baer <Greg.baer@countyofnapa.org>
Cc: John Montmorency [redacted], Carol Stevenson [redacted], Norm Brod[redacted], Steve Richards[redacted],
[redacted]
Subject: AAC Candidate Endorsement

To Whom It May Concern—

The Napa Airport Pilots' Association (NAPA) Board of Directors endorses and enthusiastically supports the application of Kristen Hannum Gregory (current NAPA President and member of our Board) for a position on the Napa County Airport Advisory Commission.

Sincerely, the members of the Napa Pilot's' Association BOD,

Norm Brod
Steve Richards
John Montmorency
Carole Stevenson

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Community member

Profile

Debby (First Name) | (Middle Initial) | Hight (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94559 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 4

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

[redacted] (Primary Phone)

Retired	Deputy Public Works Director	Civil Engineer
Employer	Job Title	Occupation

Education/Experience

1982 BSEE University of California, Los Angeles 1982-89 Hughes Aircraft, design engineer/project engineer/flight test engineer 1989-2010 Triad/Holmes Associates, design engineer/project engineer/branch manager 2010-2014 City of St Helena, Assistant Director of Public Works 2014-2020 Town of Yountville, Deputy Director of Public Works

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

Kevin Twohey, Fire Management, Chappellet Vineyards; retired Napa County Office of Emergency Services Coordinator

Resume

Hight_2025_Resume_with_ltrs_of_recommendation.pdf
Upload a Resume

Nelson_Letter_of_Recommendation_AAC_-_Hight_Sep_2_2025.pdf
Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

California P.E Civil #52751, 1994 – present, exp Dec 31, 2026, current Certifications: Green Building LEED AP, 2008-present, no exp Stormwater Quality QSD, 2013-present, no exp Professional Ski Instructors Association Certification Level 2, 1988 (active 1988-2008), expired Student Pilot Certification BB3415446, 1988 (Private Pilot Certification incomplete)

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Tom Nelson, Rotary Club of Napa, former Airport Advisory Commissioner [redacted]
Shawn Casey-White, Director, Napa Valley Vine Trail Coalition, [redacted]
Tagliaboschi, City Manager, City of Trinidad (formerly Town of Yountville Director of Public Works), [redacted]

Community Participation

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

My father worked for United Airlines as a ground engineer, and I had the unique opportunity to grow up visiting the maintenance base at SFO and flying frequently during the 1960s. I went on to serve four highly rewarding years at Edwards Air Force Base as a flight test engineer. In 1989, after leaving Hughes Aircraft at Edwards, I transitioned from electrical/electromagnetic engineering into the civil engineering field. For the past 30 years, I have maintained a strong desire to reconnect with the aviation environment and the proximity of an airport. I had long intended to apply for this commission, and now, in retirement, I have the time and commitment to fully devote to the role. I believe that my combined experience in flight testing and aviation, along with three decades of civil engineering, allows me to bring a valuable and technically informed perspective to the commission.

Nature of activity and community location

I currently reside in the Alta Heights neighborhood of Napa and have been retired from municipal government for a little over five years. I serve as a volunteer with the Vine Trail Coalition, where I act as engineering chair and provide consultation as we complete the final 10 miles of the 47-mile bike path through Napa Valley. While my daughter, now 25, was active in school and swimming, I volunteered with the Waves Aquatics Napa Valley Swim Team managing registration and billing. I am currently transitioning that role to a new parent volunteer. I do not anticipate any conflicts of time or resources with my continued participation on the other boards where I serve.

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

None with Napa County Napa Valley Vine Trail Coalition, Engineering Committee Chair, 2022-present State of California Department of Developmental Services North Bay Regional Center Self Determination Committee Chair, 2017-present

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Debra E Hight

Date

09/02/2025

Debby Hight

Napa, California 94559 ◆ [redacted]

Summary

Civil Engineering:
Retired Deputy Public Works Director and City Engineer with extensive government and private sector civil engineering design and firm management experience. 30 years of leading civil and structural engineering project management to include planning, design, surveying and construction for more than 500 projects from bare ground to ribbon cutting and hiring, developing and managing a staff of more than 20; and working collaboratively with city government, external agencies, community organizations and the public.
Aerospace/Electrical/Electromagnetic Engineering:
Fourteen years of experience in design and development of aerospace projects such as the space shuttle tile program, satellite payload systems, F-15/F-14/F16 and B-2 Stealth Bomber radar antenna systems, a space-based kinetic energy weapon system radar antenna, and performed flight test for the B-2 Stealth Bomber radar system.

Experience

Department of Public Works/Deputy Public Works Director, Yountville, CA
Deputy Director of Public Works/Project Manager 2014 to 2019

Department of Public Works/City Engineer, St. Helena, CA
Acting Director of Public Works 2013 to 2014
Assistant Director of Public Works/Project Manager 2010 to 2013

Triad/Holmes Associates, Napa, CA & Mammoth Lakes, CA
Branch Manager/Vice President /Principal Civil Engineer, Napa 2000 to 2010
Project Engineer/Design Engineer, *Mammoth Lakes* 1989 to 2000

Hughes Aircraft Company, El Segundo & Edwards AFB CA
Flight Test Engineer B2 Stealth Bomber 1986 to 1989
Design Engineer/Project Engineer 1983 to 1986

Air Force Plant Representative, Lockheed, Sunnyvale CA
Quality Assurance Inspector 1976 to 1979

Education, Licensure & Certification

- *Education:* **Bachelor of Science in Engineering**, University of California, Los Angeles, 1982
- *Licensure:* **California P.E Civil** #52751, 1994 – present
- *Certifications:*
  - Green Building LEED AP, 2008-present
  - Stormwater Quality QSD, 2013-present
  - Professional Ski Instructors Association Certification Level 2, 1988 (active 1988-2008)
  - Student Pilot Certification BB3415446, 1988 (Private Pilot Certification incomplete)

Affiliations & Volunteer Service

- *Professional Affiliations*: NVTA (Napa Valley Transportation Authority) TAC Vice Chair, 2011-14, ASCE (American Society of Civil Engineers), 1999-2019; SEAONC (Structural Engineers Association of Northern California), 1996-2019.
- *Personal Affiliations:* **Leadership Napa Valley**, Class 23, 2009-10; **Rotary Club of Napa**, 2000-present.
- *Board/Volunteer Positions:*
  - **Napa Valley Vine Trail** Engineering Committee, Chair, 2022-present
  - **North Bay Regional Center** Self Determination Subcommittee, Chair 2017-present
  - **Waves Aquatics Napa Valley** Swim Team Board Member, Registration/Billing, 2015-present
  - **PGA Tournaments,** Silverado CC/Harding Park, Marshall/Gallery Mgt/Hole Captain #7, 2008-present
  - **Boys & Girls Clubs of Napa Valley**, Board of Directors, 2006-13;
  - **Auction Napa Valley**, volunteer, 2002-15;
  - **Napa County 4-H,** 4-Leaf Clovers, Parent Project Leader, 2009-18
  - **Rotary Club of Napa**, Board of Directors, 2002-04 (2 terms)

Letter of Recommendation

Commissioner – Napa Airport Advisory Commission

Date: Sept 2, 2025

To: Napa Board of Supervisors,

I am writing to express my recommendation on behalf of Debby Hight for the position of commissioner on the Napa Airport Advisory Commission (AAC). I've had the privilege of working with Debby on two boards in the last two decades and can confidently attest to her exceptional capabilities, dedication, and character.

Debby's background in civil engineering and aeronautics will bring a welcomed level of technical expertise to the commission, especially pertaining to airport runway and tarmac projects, hangar development and FBO contract negotiations.

As a previous AAC commissioner (vice-chair from 2008 – 2014), I believe Debby's team approach to solving problems along with her ability to compromise on critical airport issues will be most appreciated by her fellow commissioners and the Napa Board of Supervisors.

In addition to her technical and interpersonal strengths, Debby is a thoughtful and reliable individual. She treats others with respect and is always willing to offer support and guidance when needed. These qualities make Debby an asset to any professional organization.

If you have any further questions, please feel free to contact me at [redacted]

Sincerely,

Thomas C. Nelson

Former Vice-Chair

Napa Airport Advisory Commission

Thomas C. Nelson [redacted]

September 2, 2025

Joe Tagliaboschi
[redacted]
Yountville, CA 94599

To whom it may concern,

I am writing this letter to recommend Debra Hight to be a member of the Napa County Airport Commission. I have known and worked with Debby for over a decade. Debby's work experience, intellect, and high emotional quotient make her an exceptional choice for this commission.

I first met Debby when I was appointed as the Public Works Director for the Town of Yountville. I was instantly impressed with her ability to digest complicated tasks and articulate a solution that was both equitable and elegant.

Debby has a unique breadth of experience in both aviation and civil engineering that I am sure would be a welcome addition to your team.

Debby has a very large peer network that provides a value added essential that I have found essential when different view points or approaches are needed.

Debby also is very personable and affable with a quick sense of humor and an empathy for others that is always welcome when working on a team.

It is for these reasons and so many others that I recommend Debby for your consideration for this position. I am happy to answer additional questions or concerns should you have them

Sincerely yours,

Joe Tagliaboschi

[redacted]

Application for Appointment to Board, Commission, Committee, Task Force or Position

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Public Records Act

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Commissioner

Profile

Jason (First Name) | (Middle Initial) | Johnson (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 4

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

[redacted] (Primary Phone)

Napa Valley Car Club LLC	Partner	Hospitality
Employer	Job Title	Occupation

Education/Experience

Currently serving on the board of the Napa Land Trust and the California Little Hoover Commission.

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

Susan Johnson, Civil Engineer

Resume

Jason_Johnson_-_Wikipedia.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Anne Cotrell [redacted], Travis Stanley [redacted], Jeri Hansen [redacted]

Community Participation

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

I am interested in seeing the Napa County Airport play a larger role in serving the county, residents, visitors and businesses. Specifically I would like to see increased revenue from fuel tax, the introduction of regularly scheduled flights from regional and national airlines and the Napa County Airport as a center of innovation for next generation air travel.

Nature of activity and community location

My wife and I live in unincorporated Napa county with our son and two dogs.

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

Napa Land Trust Board of Trustees, Blue Oak School Board of Trustees, Honorary Commander of Travis Air Force Base

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Jason C. Johnson

Date

02-18-2025

WIKIPEDIA

Jason Johnson (entrepreneur)

Jason Johnson is an American technology entrepreneur and investor who has co-founded several organizations including August Home, Founders Den, Rethink Books, and BlueSprig.[1][2][3] He also co-founded and chairs the Internet of Things Consortium, a non-profit organization formed by a group of companies in the Internet of things industry. Johnson serves as CEO of August Home, a Bluetooth-enabled smart lock company he co-founded with Swiss industrial designer Yves Béhar, and as managing partner of Founders Den.



Education	Pepperdine University
Occupation	CEO of August Home and chairman of the Internet of Things Consortium
Known for	Co-founding several organizations including August Home, Rethink Books and the Internet of Things Consortium

Contents

- Early life and education
- Career
- References
- External links

Early life and education

Johnson grew up in Portland, Oregon. He graduated from Pepperdine University.[4]

Career

Johnson began his career working for Merisel, a distributor of Apple products.[4][5] He then worked for Tut Systems for a year before founding his first company Interquest in 1997.[4] Before its acquisition by Darwin Networks, Johnson served as CEO of Interquest,[6][7] a company which installed and operated high speed internet service in many apartment buildings in several U.S. cities including Seattle, San Francisco, Dallas, and Washington, D.C.[8] In the late 2000s, he became vice president of marketing and business development of Via Licensing Corp., a subsidiary of Dolby Laboratories, working on IEEE standards to bring together several patents and establish standard royalty payments for licensing them.[9]

In mid 2010, Johnson co-founded Rethink Books with Jason Illian, Rusty Rueff, and Rick Chatham.[3] They later launched the ebook platform Bookshout in April 2012.[10]

In January 2011, Johnson co-founded Founders Den, an incubator and coworking space for technology entrepreneurs and company founders, with Jonathan Abrams, Zack Bogue and Michael Levit.[7][11] Johnson continues to serve as the managing partner of the company.[12] Later in 2011, he cofounded BlueSprig with Hugo Dong, a software developer in China with whom he mostly communicated through Skype and email.[13][14][15] Together they launched AirCover, a set of apps to secure mobile devices and protect them from viruses and phishing scams.[13]

In 2012, Johnson co-founded August Home with Swiss industrial designer Yves Béhar.[16] In January 2013, Johnson announced the formation of the Internet of Things Consortium along with several other companies including Logitech, Ouya, and SmartThings. Johnson also hinted at the formation of his own Internet of things company.[17] August Home came out of stealth-mode in May 2013 and released a Bluetooth-enabled smart lock that allows users to control access to their homes through an app.[18] The company later released a smart video doorbell.[19] August Home was acquired in 2017 by the Swedish company Assa Abloy, the world's largest manufacturer of locks. Johnson continues to serve as CEO of August Home.[19][20]

References

1. Lynley, Matthew (January 5, 2017). **"August Home paves the way to put a smart lock on doors internationally"** (http://social.techcrunch.com/2017/01/04/august-home-paves-the-way-to-put-a-smart-lock-on-doors-internationally/). *TechCrunch*. Retrieved 2019-12-27.
2. Loizos, Connie (December 12, 2016). **"In Founders Den, a private club that relies on the power of persuasion"** (http://social.techcrunch.com/2016/12/12/in-founders-den-a-private-club-that-relies-on-the-power-of-persuasion/). *TechCrunch*. Retrieved 2019-12-27.
3. **"Startup Rethink Books lands $2 million financing"** (https://www.dallasnews.com/business/2011/11/17/startup-rethink-books-lands-2-million-financing/). *Dallas News*. 2011-11-17. Retrieved 2019-12-27.
4. **"Jason Johnson– A Serial Entrepreneur"** (https://findinggodinsiliconvalley.com/jason-johnson-a-serial-entrepreneur/). *Finding God in Silicon Valley*. 2014-06-24. Retrieved 2019-12-27.
5. Yarow, Jay (October 30, 2013). **"The End of House Keys: The August Smart Lock Wants To Make It So You'll Never Get Locked Out Of Your Home Again"** (https://www.businessinsider.com/august-smart-lock-ceo-interview-2013-10). *Business Insider*. Retrieved 2019-12-27.
6. Boyd, E. B. (2011-12-22). **"Blue Sprig: A Silicon Valley Startup ... in China"** (https://www.fastcompany.com/1802805/blue-sprig-silicon-valley-startup-china). *Fast Company*. Retrieved 2019-12-27.
7. Hoge, Patrick (December 15, 2011). **"BlueSprig raises $10 million"** (https://www.bizjournals.com/sanfrancisco/news/2011/12/15/bluespring-raises-10-million.html). *San Francisco Business Times*. Retrieved 2019-12-27.
8. **"High-tech connections in apartments becoming more common"** (https://www.newspapers.com/image/201636213/). *Statesman Journal*. 2000-01-15. p. 1D. Retrieved December 27, 2019.
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10. Cordón-García, José-Antonio; Alonso-Arévalo, Julio; Gómez-Díaz, Raquel; Linder, Daniel (2013-10-31). *Social Reading: Platforms, Applications, Clouds and Tags* (https://books.google.com/books?id=42VEAgAAQBAJ&pg=PA170). Elsevier. ISBN 978-1-78063-392-3.
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12. Huffman, Jennifer (October 17, 2019). **"Biz Buzz: Johnson elected to Land Trust board of trustees"** (https://napavalleyregister.com/business/biz-buzz-johnson-elected-to-land-trust-board-of-trustees/article_b4ad5658-e60d-5b73-bf5f-53e82f335de4.html). *Napa Valley Register*. Retrieved 2019-12-27.
13. Dickinson, Boonsri (December 15, 2011). **"This Entrepreneur Just Raised A $10 Million Round -- And His Cofounder Lives On A Different Continent"** (https://www.businessinsider.com/boonsri-dickinson-bluesprig-raises-10m-for-security-app-2011-12). *Business Insider*. Retrieved 2019-12-27.
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External links

- Author profile (https://www.entrepreneur.com/author/jason-johnson) at *Entrepreneur* magazine

Retrieved from "https://en.wikipedia.org/w/index.php?title=Jason_Johnson_(entrepreneur)&oldid=1002749720"

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NAPA CHAMBER of COMMERCE

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O 707.226.7455

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E Jeri@napachamber.com
O 707.254.1146

V.P. of Operations Philippa Perry
E Philippa@napachamber.com
O 707.254.1145

Napa Chamber of Commerce is a 501(c)6, Not-for-Profit Organization

Tax ID# 94-0705300

February 21, 2025

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

Subject: Recommendation for Jason Johnson – Napa County Airport Commission

Dear Chair Cottrell,

I am pleased to submit this letter of recommendation in support of Jason Johnson's appointment as the Napa Chamber of Commerce Representative to the Napa County Airport Commission.

Jason is a highly accomplished entrepreneur who has co-founded multiple technology companies, including Founders Den, a coworking and incubator space for technology startups, and August Home, a smart door-lock company. Prior to these ventures, he spent six years at Dolby Laboratories, where he played a key role in uniting the world's leading technology companies to jointly license various innovations.

In June 2023, Governor Gavin Newsom appointed Jason to the Little Hoover Commission, recognizing his entrepreneurial expertise and contributions to the technology industry. Locally, he is a founding partner of the Napa Valley Car Club, further demonstrating his commitment to the Napa community.

Jason's deep curiosity, dedication to lifelong learning, and ability to find innovative solutions make him a valuable asset in any leadership role. He is a thoughtful communicator and consensus-builder who fosters strong relationships and meaningful collaborations. His enthusiasm for next-generation aviation and commitment to Napa County make him an outstanding candidate for this position.

Thank you for your time and consideration. Please feel free to reach out if you require any additional information.

Sincerely,

Jeri Hansen
President & CEO
Napa Chamber of Commerce

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 2, 2025

Choolwe Kalulu
[redacted]
Napa CA 94559
[redacted]

Dear Choolwe,

You have been a valued member of the **Napa County Airport Advisory Commission** representing Local Education Industry. The term of your position will expire September 17, 2025. If you wish to request reappointment for another term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission**.

==========

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.countyofnapa.org/1420/Committees-Commissions

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

SIGNATURE

9/4/25
DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

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Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

EDUCATION

Profile

Choolwe — First Name
— Middle Initial
Kalulu — Last Name

[redacted] — Email Address

[redacted] — Home Address
— Suite or Apt

Napa — City
CA — State
94559 — Postal Code

Which supervisorial district do you reside in? *

☑ District 1

To find your supervisorial district go to https://www.countyofnapa.org/2051/Find-my-supervisor-and-district and enter your address.

[redacted] — Primary Phone

NAPA VALLEY COLLEGE	TECHNOLOGY SPECIALIST	Educational Technology, Commercial Pilot
Employer	Job Title	Occupation

Education/Experience

BS in Aviation Business. Embry Riddle Aeronautical University Commercial Pilots License with type rating on Challenger 601, 604, Beechcraft 1900, 350 and Bonanza F33A

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

None

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Commerical Pilots License issued 1994 and expired 2016 (PLEASE NOTE THAT RESUME UPLOAD FEATURE AND LETTER OF RECOMMENDATION ARE NOT WORKING ON THIS SITE)

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Dr Ron Kraft (Former Airport (Education) Commissioner and president of Napa Valley College) [redacted] Will Marcencia (Owner Wine Down Radio KVON and KVYN) [redacted] Paul Oseso (Director Aegis) [redacted]

Community Participation

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

I wish to serve on the Airport Commission because Aviation was my primary career before transitioning into education. I have worked and interacted with multiple FBO's as a customer and resident operator. My passion for Napa Airport goes back 25 years. Being in the Napa education system, I've seen multiple Aviation careers come from my students and I wish to contribute by offering the airport visibility to the community. I would like to enhance the many developments happening at the Napa Airport. I would like to be the conduit between the eager students and community members to the Napa Airport. My college degree was in Business with emphasis on Aviation. The commission work would be exactly what I'm passionate about. I have worked closely with changes in the Aviation industry from aircraft requirements to environmental and trending changes. I wish to serve the community I truly love and have called my home for 25 years.

Nature of activity and community location

Sunrise Rotary Napa. Serving the Napa community through volunteering and helping multiple projects within the city.

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

None

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

None

Electronic Signature Agreement

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Choolwe Kalulu

Date

1/20/2022

CHOOLWE KALULU [redacted]

PROFILE

- Commercial Pilot with over 14,000 hours.
- Director of Educational Technology and Media department at Napa Valley College.
- Owner of the McClelland House Boutique Hotel in downtown Napa. https://www.themcclellandhouse.com/

EDUCATION WORK EXPERIENCE

- Worked in the California College education system for 22 years.
- Initial education work from Embry Riddle Aeronautical University as a student worker and flight instructor.
- Experience with education technology from Haas School of Business, UC Berkeley.
- Work at Napa Valley College as the technology special working with Instructional Technology and the Information Technology department.
- Ran the Audio visual departments for UC Berkeley, Haas School of Business and Napa Valley College.

AVIATION EXPERIENCE

- Over 14,000 Hours of Pilot experience.
- Aircrafts flown: Challenger 601, Beechcraft 1900D, Beechcraft King Air 350, Beechcraft Baron 58, Bonanza F33A, Cessna 172.
- Worked for Roan Air. Presidential fleet.
- Worked for Egypt Air NCATO.

WORK HISTORY

Napa Valley College **2006 -Present**
Napa, CA.
Director of Instructional Technology. Audio Visual Technology Specialist in charge of all Institutional and Instructional technology. Responsibilities range from IT operations to managing the entire college instructional technology system. Instructing faculty and students on multiple technology disciplines.

All technology to do with media support, distant education and hybrid teaching.

McClelland House Luxury Hotel **2017 - Present**
Napa, California
Owner and operator of the newest luxury Boutique Hotel downtown Napa. Family operated and currently featured in Conde Naste Travel magazine.

UC Berkeley Haas School of Business **2005 - 2006**
Berkeley, CA
Director/Producer in charge of Instructional media and Audio Visual coordination. In charge of all instructional Technology at Haas School of business and video streaming for online education and event management of all activities at the school. Managed a team of education technology specialists and Audio Visual staff.

OAVS (Oakland Audio Visual Service) **2000- 2005**
San Leandro, CA

Audio/Visual technician. Directing of major audio and video setups in conjunction with various local union staff. Work demanded meticulous detail and monitoring of multi-equipped shows and events. Covered northern California with large AV contracts such as Mascone convention center, weight watchers, Intel, San Francisco Giants etc.

Miscellaneous work **2003 -2004**
Berkeley, San Francisco CA.
Worked with KTVU Channel 2 as floor production assistant, Inn at the Opera, Hotel Nikko, Pacifica Radio.

ROAN AIR ZAMBIA AIRWAYS **1994 -1998**
Lusaka, Zambia
Worked as First Officer for the Roan Air presidential fleet.

EDUCATION

Embry-Riddle University **1998 – 2005**
Daytona Beach, Florida – USA
Bachelor of Science
(Major: Aviation Business, Bachelor of Science)

NCATO (Pilot training) **1991-1994**
National Civil Aviation Training Organization
London England & Cairo
Completed Airline Commercial Pilot training.

British Council College **1988-1989**

Graduated in Lanmark Reservation system. Computer graphic design.

REFERENCES

Ronald Kraft
President Napa Valley College
2277 Napa Vallejo Hwy,
Napa. CA.
94558
[redacted]

Paul Oseso
Position: Director
Aegis
2100 Redwood Road,
Napa, CA.
94558
Tel: 650-799-2095

Rebecca Scott
Position: Dean
Napa Valley College
2244 Napa Vallejo Hwy,
Napa. CA [redacted],
94558
[redacted]

MY PERSONAL CONTACT DETAILS

Address: Choolwe Kalulu
[redacted],
Napa. California.
94559.

Tel: [redacted]

Email: [redacted]

NAPA VALLEY COLLEGE

Division of Arts & Humanities

March 16, 2022

Napa County Board of Supervisors
Napa CA

To Whom It May Concern:

This is to Choolwe Kalulu for the Education seat on the Napa County Airport Commission. He is uniquely qualified for this position as a member of the education community through his work at Napa Valley College, ownership of a local business, and as a licensed pilot.

I have had the pleasure of working with Mr. Kalulu for the last five years in his a capacity as part of our information technology staff. He is also an active member of Napa Sunrise Rotary, because he is committed to giving back to our community.

I am sure that you will find Mr. Kalulu to be a diligent member of the Commission. He is dedicated, hard working, and will represent us well. Napa County will benefit from his service as a member of the Airport Commission.

Sincerely,

Robert J. Van Der Velde, J.D.
Senior Dean, Arts & Sciences

Robert.VanDerVelde@NapaValley.edu
707-256-7768

NAPA VALLEY COLLEGE

Student Affairs

March 25, 2022

To Whom It May Concern:

Please accept this as an official and formal recommendation for Mr. Choolwe Kalulu to serve on the Napa County Aviation Commission.

Mr. Kalulu is an employee of Napa Valley College. As his supervisor, I am familiar with his aviation background, including holding an Airline Commercial Pilots License. In addition, Mr. Kalulu's education is in Business with an emphasis on Aviation. He is a good representative of the Education sector that your Commission seeks.

I believe Mr. Kalulu would be a good addition to the membership of the Aviation Commission for Napa County to assist with and provide input on aviation matters of the Commission.

Please let time know if you need any other information from me in support of Mr. Kalulu.

Thank you,

Oscar De Haro
Assistant Superintendent/Vice President for Student Affairs

NAPA VALLEY COLLEGE

Oscar De Haro
Assistant Superintendent/Vice President
Student Affairs

2277 Napa-Vallejo Highway
Napa, California 94558
www.napavalley.edu/studentaffairs

(707) 256-7365
Fax (707) 256-7369
odeharo@napavalley.edu

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code
California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Hospitality or General Public

Profile

Lee
First Name

Middle Initial

Nordlund
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Napa
City

CA
State

94559
Postal Code

Which supervisorial district do you reside in? *

☑ District 4

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

[redacted]
Primary Phone

retired	n/a	Brand Manager of nationally distributed Napa Valley wine brands
Employer	Job Title	Occupation

Education/Experience

Bachelor of Science, Biology, Santa Clara University M.B.A. Agribusiness, Santa Clara University 30 years managing top national brands in Napa Valley industry including: BERINGER WINE ESTATES - Saint Helena, CA 1994-1996 DELICATO FAMILY VINEYARDS - Manteca, CA 1996 - 1999 ROBERT MONDAVI CORPORATION - Napa, CA 1999-2002 ICON ESTATES (ROBERT MONDAVI, FRANCISCAN, MOUNT VEEDER) - St. Helena, CA 2002-2009 POPPY & PUNCH VINEYARDS - Napa, CA April 2009-2024 DELICATO FAMILY VINEYARDS - Napa, California April 2015-January 2022 Volunteer Board Experience: LA MADRE DE LOS POBRES – San Francisco, CA 1993-1994 NAMES PROJECT AIDS MEMORIAL QUILT – San Francisco, CA 1993-1996 CATHEDRAL OF CHRIST THE LIGHT - Oakland, CA 2002-2006 SANTA CLARA UNIVERSITY ALUMNI ASSOCIATION – Santa Clara, CA 2022- 2024

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

Lee Nordlund

Resume

Lee_Nordlund_Resume__2025.pdf
Upload a Resume

Lee_Nordland_Reference_Letter.pdf
Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

n/a

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Michael Wolf, Culinary Institute of America, St. Helena, As [redacted] sor [redacted]
Karen Crouse, Mount Veeder Magic Vineyards, Proprietor [redacted] Ellen Frediani, Frediani Vineyards, Calistoga, Finance Manager/Partner [redacted]

Community Participation

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

I am dedicated to the success of Napa Valley and I believe a smooth, luxury experience at Napa County Airport can bring in high-spending consumers to our wineries, hotels and restaurants, and generally upgrade the possibilities for long-time residents like my wife and I. However, the airport can also bring more “pain than gain” if not managed with a long term vision for the benefit of residents, visitors, and airport users alike. I’ve heard colleagues call me a consensus-builder and a problem solver. I seem to always find myself in the middle of things – and in Napa Valley I appreciate that there is probably no bigger thing than the smooth operations of Napa County Airport. Although the AAC has no decision-making responsibility, the role is important in enabling county and FBO decision makers to make the right choices. I am not a pilot, but my work has often required me to absorb technical or complicated situations. My degree in Biology, with many classes in Chemistry, Physics and Calculus may be indicative of that. I can offer decades of first-hand experience in one of the most important areas of Napa Valley: trade hospitality, “where the money is.”. In my wine career I hosted scores of key personnel (including buyers) from leading wine distributors, retailers and restaurants from throughout the U.S., and worked to convince them to buy more Napa Valley wines. Many fly in on charter or private jets. I’ve also been host to high-end consumers. I know what it is like to be on the front lines. As estate director for Robert Mondavi Winery, Franciscan and Mount Veeder Winery I spent more time in hospitality than any other brand manager and it paid off. Under my watch Franciscan became the #1 Napa Valley brand by volume. I have served on important boards before. At the Names Project Aids Memorial Quilt I proposed, and got adapted, a change in mission from “an expression of grief” to AIDS awareness, fundraising and expression of grief. This resulted in a 5X increase in funds raised and over a million people visiting the Quilt on the Mall in Washington, D.C. I was on the steering committee campaign to build the Cathedral of Christ the Light on the shore of Lake Merritt in Oakland, California. This was much more than fundraising. We had to pull together people and interests across the board into a cohesive community and develop an architecture and design engineering that was beautiful yet affordable that would last for centuries. It won many architectural awards and serves as the “mother church” for Contra Costa and Alameda county Catholics and provides charitable services for people of every type in the community. For Santa Clara University Alumni Association, I was selected to chair the strategic planning committee at a most critical time. The university – the oldest in the west - has recently gained in popularity and prestige; the alumni community needed new vision and vitality. Our committee developed a five-year plan that was approved at the highest level of the university. I like to think I am attentive to the needs of different people and groups, that I maintain composure and try to make situations turn out good for everyone. I’d be grateful for the opportunity to do that at the Napa County Airport Advisory Commission.

Nature of activity and community location

My wife Bridget and I are active members in the Napa Valley Community. Bridget is currently president of “CP” Community Projects thrift shop and volunteer trainer at the Napa County Animal Shelter, in the cat section. I have coached boys and girls volleyball and basketball, currently facilitate and sing in my church choir that is composed of people from many different backgrounds and places including Mexico, Nicaragua, Thailand, China, and Philippines. I am a regular visitor to homebound seniors.

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

None.

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

None that I know of. My credit rating and my wife's are very strong. Although hers is stronger than mine.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Lee Nordlund

Date

11.19.2025

LEE NORDLUND

[redacted]

Professional Summary

Now retired. Highly experienced manager of leading nationally and internationally distributed wine brands, established and NPD. Steady track record of increasing profits and revitalizing weak brands. Adept leader and builder of cross-functional teams from all departments including sales, hospitality, direct-to-consumer, winemaking, production, finance, marketing-communications and distributor partners. Skilled in strategic planning, creative direction, program execution and managing agencies. Effective "story teller" in written, verbal and video formats. Award-winning creative, well-practiced in partner/agency management. MBA in Food & Agriculture, with six years' experience in the United Kingdom.

Experience

DELICATO FAMILY VINEYARDS - Napa, California April 2015-January 2022
Senior Brand Manager, Noble Vines, Diora, Santa Rita, Domestic Agency Brands

Refreshed, repackaged and relaunched ten year old Noble Vines brand for 25% annual growth. Led NPD team in conceiving and launching luxury brand Diora, assigned brand manager of Delicato's first import brand, Santa Rita, and three domestic agency brands, including one new package (Mercer Bros.) and one new brand launch (Scarlet Vine). P&L responsibility and brand vision from naming, packaging, in-store, video and on-line promotion.

POPPY & PUNCH VINEYARDS - Napa, California April 2009-2024
General Manager, New Product Development

Conceived, developed and managed Poppy for third generation winegrower from the Central Coast, and partner in Punch Vineyards, Napa Valley with uniquely flexible approach to luxury-priced wine.

CONSTELLATION WINES U.S. - St. Helena, California July 2002-March 2009
Estate Director, Robert Mondavi Winery, Franciscan Estate & Mount Veeder Winery

Selected as acting Estate Director for Robert Mondavi Winery after purchase by Constellation Brands, transitioning brand to new ownership's sales team and financial tracking systems. Restored flagship Reserve Cabernet to $100+ price point and led brand planning. Conceived, developed, and launched new brands *Hangtime*, now owned by Michael Mondavi family's Folio.

Estate Director of Franciscan Estate and ultra-luxury brand Mount Veeder Winery, reversed declining sales to achieve second highest profit in luxury brand division and turn Franciscan into #1 volume brand in Napa Valley. Combined sales: $40+ million; 275,000+ cases. Increased profits 25% in three years.

ROBERT MONDAVI CORPORATION - Napa, California October 1999-June 2002
Marketing Director, Byron, Io, Arrowood & La Famiglia

Combined sales: $20 million. Turned around loss-making, over-looked brands Byron and La Famiglia through more efficient use of assets, significant price increases, product mix changes, and tighter management of distribution channels and sales execution. Introduced single-vineyard wines for Byron, Io brand, and started wine club. Integrated Arrowood brand after acquisition.

(continued)

DELICATO FAMILY VINEYARDS - Manteca, California
Marketing Director, Delicato & Monterra September 1996-September 1999
Worked closely with Sales and winemaking to narrow focus and develop two existing brands for fifty-year old family-owned winery. Repositioned both brands and company's identity by vividly re-telling the family history, and asserting quality and value. Reversed strong negative trade image and turned around loss-making brands to $20 million sales and $2,000,000-plus profit, opening up distribution channels for future brands. Assisted exclusive labels division to open up distribution for company's brands in chains.

BERINGER WINE ESTATES - Saint Helena, California
Assistant Brand Manager, Beringer, Meridian, Chateau Souverain 1994-1996
Always assigned where need was most critical: Beringer for re-vitalizing, Meridian for accelerated growth, and Chateau Souverain for re-positioning and repackaging. Junior part of two-person team that re-established Beringer White Zinfandel the premium priced and top-selling wine in America and won *Wine Spectator* Wine of the Year for Beringer Private Reserve Chardonnay.

YOUNGLOVE JEWEL COOKIES, LTD., London, England
Product Manager, Owner 1986-1993
Managed company from start-up to buy-out. Wholesale frozen cookie dough for bakeries, national chains and boutique accounts throughout the United Kingdom, including the American embassy.

DOYLE DANE BERNBACK ADVERTISING San Francisco, California
Assistant Account Executive, Diamond Walnuts, Sun Diamond and Memorex. 1984-1986

JOHN BARRY & ASSOCIATES - *Newport Beach, California*
Management Consultant, Denny's Restaurants, Hilton Hotels & manufacturers 1982-1984
Production flow and efficiency, staff satisfaction, and productivity studies and program implementation.

Volunteer :

SANTA CLARA UNIVERSITY ALUMNI ASSOCIATION – Santa Clara, CA September 2022-May 2024
Chair, Strategic Planning Committee

CATHEDRAL OF CHRIST THE LIGHT - Oakland, CA July 2002-March 2006
Communications Director, Advisory Board member for $190 million campaign to build the first American Catholic cathedral of the 21st Century. Rallied media, private and public support for the Cathedral fundraising and building. Managed communications strategy and implementation (public relations, video production, website, event planning, collateral materials, etc.), coordinating with architect and chancery.

(continued)

NAMES PROJECT AIDS MEMORIAL QUILT – San Francisco, CA 1993-1996

Board of Directors, Communications Chair for world's leading AIDS awareness charity. 1 million visitors to international display in Washington, D.C. with worldwide media coverage. Proposed new mission statement which expanded fundraising pool and net fundraising 500%.

LA MADRE DE LOS POBRES – San Francisco, CA 1993-1994

Volunteer for non-profit charity established in 1982 by the late Franciscan Father Alfred Boeddeker, founder of San Francisco's famed St. Anthony's Dining Room. His dream was to "feed to poor of all faiths worldwide – their bodies and their souls." Project to assist new country Eritrea in establishing internal radio station and attract international aid.

Honors, Lectures

BEST OF INDUSTRY, Point-of-Purchase Advertising Institute

AMERICAN GRAPHIC DESIGN AWARD (2), Graphic Design USA

AWARD OF EXCELLENCE PACKAGING, American Corporate Identity

FINALIST (2), Beverage Packaging Design International Competition

Full chapter profile in *Cracking the New European Markets* (T. Harper, John Wiley, 1992).

Lectures:

- *The Ten Commandments of Wine Package Design, International Wine Packaging Design Conference,* San Francisco. March 22, 1999.
- *Scripting Your Brand,* U.C. Davis/OIV Wine Marketing Short Course, July 22, 1997.

Education:

M.B.A. Agribusiness, Santa Clara University, 1981

B.S. Biology. Santa Clara University, 1980

# # #

To: Napa County Board of Supervisors
Date: November 4, 2025

Re: Lee Nordlund - Application for the Airport Advisory Commission

Dear Chair and Members of the Board,

I write as both an aviator and a long-time member of the Napa Valley winegrowing community to offer my support for Lee Nordlund's appointment to the Airport Advisory Commission.

I came to know Lee through our work together on the Mount Veeder Appellation Council, a coalition of wineries and growers dedicated to advancing the quality and distinctiveness of Mount Veeder wines. From the outset, Lee demonstrated an unwavering commitment to the broader good of the appellation. Although he represented Mount Veeder Winery, then part of Constellation Brands, he consistently put collective interests ahead of individual brand priorities. With his steady leadership, clear vision, and follow-through, our diverse group of independent growers and vintners became a cohesive and enduring marketing force that continues to serve the region more than fifteen years later.

While Lee is not a pilot, he is firmly pro-airport and quickly grasps technical material. He asks disciplined, practical questions and is effective at translating complex issues for varied audiences. Above all, he is a consensus-builder: respectful in disagreement, skilled at finding common ground, and focused on solutions that balance neighborhood, business, and countywide needs. I have seen his fairness, temperament, and civic mindedness firsthand.

Lee would be an excellent representative of the general public on the Airport Advisory Commission, and I recommend him without reservation.

Sincerely,

Karen Crouse

Karen Crouse
Mount Veeder Magic Vineyards
[redacted]

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 2, 2025

Christian Palmaz
[redacted]
Napa CA 94558
[redacted]

Dear Christian,

You have been a valued member of the **Napa County Airport Advisory Commission** representing Wine/Hospitality Industry. The term of your position will expire September 17, 2025. If you wish to request reappointment for another term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission**.

= = = =

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Wine/Hospitality Industry

Profile

Christian (First Name) | (Middle Initial) | Palmaz (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

San Antonio (City) | TX (State) | 78209 (Postal Code)

Which supervisorial district do you reside in? *

☑

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

[redacted] (Primary Phone)

Palmaz Vineyards	COO	Ranch LLC (Genesee, CA) Partner, Cristamine Mining (Buenos Aires, Argentina)
Employer	Job Title	Occupation

Education/Experience

Trinity University, San Antonio, TX — BS Business Management - Computer Science - 2007

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

CMO, Palmaz Vineyards

Resume

2025_Christian_Palmaz_AAC_Resume.pdf
Upload a Resume

Reco_for_Palmaz.pdf
Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

FAA Certificated Dual Airline Transport Pilot (Helicopter & Airplane) | DOI (original): Sep-2012

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

I er den Gate Divison Air Operations - [redacted] - [redacted] Cade Clark - Helicopters Association I t - [redacted] ren Breedlove - FAA Designated Pilot Examiner, CFII - [redacted] Shane Shannon - FAA KAPC Certified Professional A fic Controllers Association (NATCA) Facility Representative - [redacted]

Community Participation

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

Dear Members of the Board of Supervisors, A small town's airport is arguably one of the most important resources available to any community. With less than 600 airports around the United States supporting commercial air carrier service, a vast majority of the U.S. is inaccessible via the airlines. Fortunately there are over 17,000 general aviation airports to help fill the gaps. Napa County's airports are a portal to the skies serving not only our local municipalities and private air travelers, but also provide beginnings of many pilot’s careers. They employee hundreds of people directly and thousands more indirectly. Lastly, KAPC is single-handedly responsible for bringing invaluable support to our local industries. The AAC has served to provide an important interface between the airport community and the Board of Supervisors. Our Napa County airport has changed over the years as advances in air travel bring more services to a broader user base. The AAC needs active participation from a passionate team dedicated to promoting sustainable growth and increasing value to the community it serves. I believe my management background in the wine industry among other diverse businesses, coupled with being an active commercial pilot, make me a suitable candidate to continue my service on the AAC. I pledge a collaborative and open dialogue style in supporting the AAC’s mission and hope the Board of Supervisors consider my application. Best regards, Christian Gastón Palmaz

Nature of activity and community location

Activities surrounding the Napa County Airport as both a pilot and serving on the AAC.

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

Napa County Airport Advisory Commissioner 2019 - Present

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

None.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Christian G. Palmaz

Date

September 3, 2025

Christian Gastón Palmaz

[redacted] [redacted] [redacted] Napa, CA 94558

September 3, 2025

Napa County Board of Supervisors
1195 Third Street
Suite 100
Napa, CA 94559

Dear Members of the Board of Supervisors,

A small town's airport is arguably one of the most important resources available to any community. With less than 600 airports around the United States supporting commercial air carrier service, a vast majority of the U.S. is inaccessible via the airlines. Fortunately there are over 17,000 general aviation airports to help fill the gaps. Napa County's airports are a portal to the skies serving not only our local municipalities and private air travelers, but also provide beginnings of many pilot's careers. They employee hundreds of people directly and thousands more indirectly. Lastly, KAPC is single-handedly responsible for bringing invaluable support to our local industries.

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I believe my management background in the wine industry among other diverse businesses, coupled with being an active commercial pilot, make me a suitable candidate to continue my service on the AAC. I pledge a collaborative and open dialogue style in supporting the AAC's mission and hope the Board of Supervisors consider my application.

Best regards,

Christian Gastón Palmaz

Christian Gastón Palmaz

[redacted] [redacted] [redacted] Napa, CA 94558

Goal

Represent the general public as a contributing member to the AAC with an emphasis on promoting sustainable airport growth and increasing value for the community it serves.

Aviation Experience

- **FAA CERTIFICATED DUAL AIRLINE TRANSPORT PILOT (HELICOPTER & AIRPLANE)**
- **OVER 2,700 HOURS OF INCIDENT FREE FLIGHT ACROSS 27 DIFFERENT AIRFRAME TYPES**
- **VOLUNTEER HELICOPTER PILOT - NAPA COUNTY SHERIFF AERO SQUADRON**
- **DESIGNED, PERMITTED, AND MANAGED CONSTRUCTION OF AN FAA, CALTRANS, AND COUNTY APPROVED HELIPORT WITH 4 YEARS OF SUCCESSFUL INCIDENT FREE OPERATION**
- **EXTENSIVE EXPERIENCE WITH AIRCRAFT BORNE IMAGING PLATFORMS FOR AGRICULTURE AND GIS PURPOSES**
- **EXPERIENCE CONTRACTING AND COMPLETING TWO AVIATION AIRPORT NOISE STUDIES AND ONE ENVIRONMENTAL IMPACT REVIEW FOR AN AIRPORT**
- **STRONG PROPONENT FOR AVIATION SAFETY AND NOISE ABATEMENT**
    - **FOUNDER OF WWW.NAPAVALLEYHELICOPTERNOISE.COM AND THE FLY-QUIET CAMPAIGN FOR HELICOPTERS OVER NAPA VALLEY**
    - **FLIGHT SAFETY PRO CARD ELITE HOLDER**
- **25 YEAR EXECUTIVE HANGAR TENANT IN GOOD STANDING AT NAPA COUNTY AIRPORT**

Current Professional Experience

- **COO, PALMAZ VINEYARDS (NAPA, CA) – 2016 - PRESENT**
- **PRESIDENT & CEO, VACTRONIX SCIENTIFIC INC (FREMONT, CA) – 2016 - PRESENT**
- **CTO, GOODHEART BRAND SPECIALTY INC (SAN ANTONIO, TX) – 2012 - PRESENT**
- **CO-FOUNDER, GENESEE VALLEY RANCH LLC (GENESEE, CA) – 2015 - PRESENT**
- **PARTNER, CRISTAMINE MINING (BUENOS AIRES, ARGENTINA) – 2010 - PRESENT**

Education

Trinity University, San Antonio, TX – BS Business Management - Computer Science - 2007

Professional Skills

Complex Business Development and Financial Management of companies specialized in advanced high-tech manufacturing, research & development, and luxury brand development

Directly responsible for over 500 employees within a variety of industries

Responsible for the global protection and management of over 700 patents

Advanced development of computer based machine learning, rapid R&D, and computational sciences

Advanced integration of GIS with a focus in agricultural application and resource management

Bilingual English and Spanish

Community Involvement / Philanthropy

Napa County Airport Advisory Commissioner 2019 - Present

Co-Founder Rural to Rural - International Charitable Organization

Napa Sheriff Aero Squadron - Volunteer Pilot

Young Pilots Cadet Explorer Program - Helicopter and Airplane Content Contributor

NAPA – Napa Airport Pilot's Association Member

EAA Young Eagles - Volunteer Pilot

References

James Andrews - Retired Sergeant, CHP Golden Gate Divison Air Operations - [redacted]

Cade Clark - Helicopters Association International Vice President - [redacted]

Oren Breedlove - FAA Designated Pilot Examiner, CFII - [redacted]

Shane Shannon - FAA KAPC Certified Professional Air Traffic Controller & National Air Traffic Controllers Association (NATCA) Facility Representative - [redacted]

COOMBSVILLE
VINTNERS & GROWERS

August 22, 2019

Napa County Board of Supervisors
1195 Third Street
Suite 100
Napa, CA 94559

Dear Board of Supervisors,

The Coombsville Vintners & Growers would like to recommend Christian Palmaz for the Airport Advisory Commission representing the Wine/Hospitality Industry. The airport is an important asset as it provides a critical air bridge for visitors supporting our industry. It's important that this position be filled with someone who both understands aviation and the industry's needs. Christian Palmaz, as CEO of Palmaz Vineyards and a long-time commercial pilot and user of the Napa County airport, is uniquely suited to fulfill the needs of this position and properly represent our industry's interests in the airport.

Sincerely,

Taylor Martin
President

Rudy Zuidema
Vice President

Kina Kreer
Secretary

Kristi Devine
Treasurer

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 2, 2025

Richard Rybicki
[redacted]
Napa CA 94558
[redacted]

Dear Richard,

You have been a valued member of the **Napa County Airport Advisory Commission** representing General Public. The term of your position will expire September 17, 2025. If you wish to request reappointment for another term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission**.

==========

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.countyofnapa.org/1420/Committees-Commissions

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

RL eRL
_____ _10 03 25
SIGNATURE DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

General Public, Chamber of Commerce, or Pilot Group

Profile

Richard (First Name) | (Middle Initial) | Rybicki (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 2

To find your supervisorial district go to https://www.countyofnapa.org/2051/Find-my-supervisor-and-district and enter your address.

[redacted] (Primary Phone)

Rybicki & Associates, P.C.	Labor & Employment Attorney	Attorney
Employer	Job Title	Occupation

Education/Experience

University of California, Los Angeles (B.A., Philosophy) University of Cambridge (Adv.Dip. (Phil.), P.G.Cert. (Cand.)) Cornell University, Cornell Law School (J.D.)

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

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Attorney (12/92 - 01/23)

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Mary Luros [redacted] Mathew Eisenberg [redacted] Amanda Bevins [redacted]

Community Participation

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

I am a local pilot (Vintage Flyers, LLC) and active in the community, working with the Napa Chamber and various committees and groups over the past two decades. I also moved my firm office to the airport area. I would like to contribute to the planning and operational support of airport activities, including maintaining its relationship with the surrounding community and balancing its service to General Aviation. I believe that my prior work in the community, in committee areas from the prior hospitality management advisory group to the recent COVID business development group, give me perspective on the community and the interests served by (or contrary to) the airport.

Nature of activity and community location

Napa Valley Hospitality & Tourism Advisory Board (Napa - NVC) Napa Valley College (Hospitality Management Program) Napa Chamber of Commerce (Board, Executive Committee) Napa Bar Association (prior section Chair, Board liason) Napa Court Alternative Dispute Resolution Development Committee Superior Court of California, County of Napa (ADR panelist, judicial officer pro tem)

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

None

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

None

Electronic Signature Agreement

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Richard C Rybicki

Date

4/10/22

Richard Rybicki

Labor & Employment Attorney

[redacted]
Napa, CA 94558 USA
[redacted])
[redacted]
[redacted]

Professional Experience

Rybicki & Associates, P.C. / Rybicki & Blevans, LLP 2002 - present
Attorney (Shareholder), Napa – Sonoma, CA
Labor and employment law advice; trial, appellate and administrative litigation; labor-management relations; policy advocacy.

Employment Dispute Resolution ("EffectiveADR") 2008 - present
Mediator, Napa – Sonoma, CA
Mediation and Alternative Dispute Resolution services in civil and administrative litigation.

Littler Mendelson P.C. 1997 - 2002
Attorney (Associate, Shareholder), Sonoma – San Francisco, CA
Labor and employment law, labor relations.

Morgan, Lewis & Bockius LLP 1994 - 1996
Attorney (Associate), Los Angeles, CA
Labor and employment law, labor relations.

Education

University of Cambridge, Advanced Diploma in Philosophy 2012 - 2022
Dissertation Title: The Relationship Between Language and Law
PGCert pending (2023)

Cornell University (Cornell Law School), Juris Doctor 1989 - 1992
Concentration in Advocacy

University of California, Los Angeles, B.A., Philosophy 1985 - 1989
Concentration in Philosophy of Science

University of St. Andrews, Independent Study, Philosophy 1987
(Credit awarded via U.C.L.A.)

Permanent Admissions

State Bar of California, United States District Courts (C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal., D. Ariz., D. Hawaii), United States Circuit Courts of Appeal (First, Fifth, Ninth, District of Columbia), United States Supreme Court

Professional Training and Certification

Los Angeles County Bar Association, Dispute Resolution Services, Mediator Certification Training

National Institute for Trial Advocacy, Advanced Trial Advocacy

Representative Professional Activities

Sonoma County Bar Association, 2022 Board Representative, Steering Committee; Past Chair (Labor & Employment Section)

Napa County Bar Association, Past Director, Past Chair (Employment Law Section)

Superior Court of California, Mediator – ADR Panelist (Counties of Napa, Solano, Sacramento)

Bloomberg Law, ABA Section of Labor and Employment Law, Contributing Editor, The Developing Labor Law (volume editions and supplements, 1994 – 2022)

California Lawyers Association, Litigation and Labor & Employment Law sections
Participant, Representative at the 2019 Week in Legal London

American Bar Association, Litigation, Labor & Employment Law, Dispute Resolution sections
Committee Member, Development of the Law Under the NLRB
Prior Member, Publications Committee and Mediation Subcommittee

Representative Community Activities

Napa Chamber of Commerce, 2022 Executive Committee; 2022 Board of Directors; Countywide Business Advisory Group (COVID Period)

Civil Air Patrol, USAF Auxiliary, Legal Officer, NORCAL Group 5, California Wing (CAWG); Capt – Redwood Empire Composite Squadron 157

Napa County Superior Court, Alternative Dispute Resolution Development Committee

Napa Valley College, Adjunct Faculty (Hospitality Law); Visiting Lecturer (Hospitality and Law); Hospitality & Tourism Management Board

Sonoma State University, Instructor and Visiting Lecturer, School of Business and Economics, Wine Business and Hospitality Management Programs

Culinary Institute of America, Adjunct Faculty (Management and Law)

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Community Seat

Profile

Peggy (First Name) | E (Middle Initial) | Squires (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94559 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 1

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

[redacted] (Primary Phone)

Napa Unified School District	ELPAC Tester for Data and Assessment	Teacher
Employer	Job Title	Occupation

Education/Experience

University of Phoenix, Fairfield, CA Multiple Subject CLAD Teaching Credential Sept 2006 Sonoma State University, Rohnert Park, CA Bachelor pf Arts, Hutchins School, Liberal Studies May 2002 Napa Valley College Associate of Arts, Humanities and Fine Arts May 1999 Associate of Arts, Natural Sciences and Mathematics May 1999 Associate of Arts, Social and Behavioral Sciences May 1999 Napa Valley Unified School District (18 years as an educator): Data and Assessment - English Language Proficiency Assessments - Current Napa Valley Adult Education: Career and Technical Education Coordinator (Retired 2022) Napa Valley Adult Education: English as a Second Language (ESL) Coordinator Napa Valley Adult Education: Coordinator of Curriculum and Instruction ESL Redwood Middle School: 6,7,8th grade Sheltered Language Class 2005-2008 The Perfect Puree of Napa Valley 1998-2003 St. Helena and Napa Valley Corporate Drive Office Manager and Executive Assistant

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

Not married.

Resume

Resume_Fall_2025.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

California Multiple Subject CLAD Teaching Credential - Status is Active

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Anne Dunlavy [redacted] Laurel Leonard Brol [redacted] Peter Abboud [redacted]

Community Participation

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

I obtained a teaching credential to teach in the Napa Valley Unified School District for the reason that I wanted to give back to the community that I grew up in and received so much. After having retired from my full time position in the NVUSD, I work part time testing English Language Learners. After personally researching how, as a community member, I can have an impact on the growth and direction our community through various levels of local government participation, I have become interested in working collaboratively with Napa agencies and local economic development efforts to help make the County Airport a community asset and serve as a community member to receive and provide input on our airport and aviation related issues. My work experience in the school district as well as working in privately owned companies, have over the years built a very solid educational and hands on experienced based foundation of how to research, teach, build, share and develop community support. Community can be as small as a classroom, a group of business staff members, or a city at large. I believe my biggest assets are that I am solution driven, a team player, an excellent communicator and have great follow through.

Nature of activity and community location

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

None. This would be my first.

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

None.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Peggy E Squires

Peggy E Squires

Date

October 8, 2025

PEGGY E. SQUIRES

[redacted] Napa, CA 94559 [redacted]

OBJECTIVE

I am seeking a Community Seat on The Napa County Airport Advisory Commission

EDUCATION & CERTIFICATIONS

University of Phoenix, Fairfield, California September 2006
Multiple Subject/CLAD Clear Teaching Credential
Sonoma State University, Rohnert Park, California May 2002
Bachelor of Arts, Hutchins School, Liberal Studies
Napa Valley College, Napa, California May 1999
Associate of Arts, Humanities and Fine Arts
Associate of Arts, Natural Sciences and Mathematics
Associate of Arts, Social and Behavioral Sciences

TEACHING EXPERIENCE

Napa Valley Adult Education
High School Credit Recovery Program: 2011 – 2012 Summer School
English as a Second Language Teacher (ESL) Fall 2004 to 2014
Workplace Training Instructor /Grapegrowers of Napa Valley2009 to 2014
Napa Valley Unified School District (NVUSD)
Redwood Middle School Fall 2005 to Spring 2008
Bel Aire Park Elementary Fall 2008 to Spring 2009

ADMINISTRATIVE COORDINATOR

Napa Valley Adult Education
English as a Second Language Department 2014-2016
Career and Technical Education Department 2017-2022

RETIRED FROM NVUSD February 2022

ENGLISH LANGUAGE PROFICIENCY ASSESSMENTS

NVUSD Data and Assessment/Technology
Fall Initial & Spring Summative Testing 2023-present

ASSETS AND ATTRIBUTES

- ☆ Ability to remain organized and focused in changing environments as well as maintaining good follow through.
- ☆ Effective communicator, enthusiastic, self-starting attitude, team oriented collaborative spirit and the ability to work independently without supervision. Diverse work experiences and environments prior to becoming a teacher.
- ☆ Computer literate.
- ☆ Ability and enthusiasm to present information in diverse ways to relate to an audience
- ☆ Teaching awards for Napa and State of California

PERSONAL INTERESTS

I returned to live in Napa in 1996 where I was raised and graduated from Napa High School after living in Los Angeles for 15 years. I am a member of California Council for Adult Education, Screen Actors Guild as well as Northern California Irish Wolfhound Club. I enjoy acting in theater/film as well as traveling, bicycling, painting, gardening.

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

Advisory Commissioner

Profile

Stephen (First Name) | L (Middle Initial) | Waller (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 4

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

[redacted] (Primary Phone)

Western Wine Services, Inc.	General Manager/Senior Vice President	Business management
Employer	Job Title	Occupation

Education/Experience

See attached Resume

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

Jeanne Johnston - retired

Resume

Steve_Waller_Resume_-_02212025.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Not applicable

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

1. Joe EO, WineDirect - [redacted] 2. Greg Chase - President, Napa Wooden Box - [redacted] 3. Bill Harper - retired GM Valley Wine Warehouse; Consultant to VVW and to nyon Chamber of Commerce - [redacted]

Community Participation

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

To represent the business community of American Canyon, and business interests generally, by promoting the development and maintenance of beneficial airport services. Due to my employment in the area for 10 years, I understand the needs of the business community, and the 'American Canyon Gateway to Napa Valley' dynamic, in concert with the Napa Brand.

Nature of activity and community location

I served on the Government Affairs Committee of the American Canyon Chamber of Commerce as its Chairman for several years.

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

Only the above.

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

None.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Stephen L. Waller

Date

February 21st, 2025

STEPHEN L. WALLER

[redacted] Napa, CA 94558; [redacted]

RESUME

Summary

Born and raised in New Zealand. DOB June 9, 1949. Left NZ in 1973 to pursue an advertising career in London, UK. Joined DHL International in 1975, and spent 25 years with the DHL Network, including 20 in the US, primarily in the Greater Bay Area. Since 2001, worked in the distressed-company space until joining Western Wine Services, Inc. in 2015, as General Manager/Senior Vice President, my current position. US Citizen.

Education

Wellington College High School, NZ, 1967

NZ Advertising Institute – 2-year Night Course, Advertising Diploma, 1969

Executive Education Program, Haas School of Business, UC Berkeley, 1994

Career

- 1968-1975: Advertising agencies in NZ and London, as Client Services Account Executive.
- 1975: Joined DHL Int'l (London) as sixth employee in Europe/Middle East/Africa Region. Was a key member of the team that developed DHL across the EMEA Region 1975-1980 and established DHL as the major worldwide express service.
- Transferred to DHL USA in 1981 and served 20 years in senior executive positions, including 5 years as SVP of Transportation in the 1990s, responsible for the DHL Airways airline (30 owned aircraft and 70 ACMI leased/chartered aircraft). Also responsible for the CVG Hub and five Import/Export Gateways.

- 2001- 2015:

- President, CEO or senior executive of several turnaround/distressed businesses, in New York City (Global Delivery Systems), Los Angeles (Midnite Express), S.F. Bay Area (Coast Capital), and Napa (Inertia Beverage Group; Zephyr Express).

- 2015-present:

- General Manger/Senior Vice President of Western Wine Services, Inc., American Canyon, CA. WWS is a major participant in the 3PL wine and spirits storage business for wineries and importers, comprising a campus of 10 warehouses, nearly 2 million square feet, and 230 employees.

2/21/2025

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

Subject: Letter of Recommendation for Steve Waller for Napa County Airport Board

Dear Members of the Napa County Board of Supervisors,

The American Canyon Chamber of Commerce is pleased to offer our strongest recommendation for Steve Waller for a position on the Napa County Airport Board. We believe Mr. Waller's extensive experience, particularly in transportation logistics and business leadership, makes him an exceptionally qualified candidate.

Mr. Waller has served as Senior Vice President of Western Wine Services, Inc. in American Canyon since 2015. In this role, he has demonstrated exceptional leadership in managing a large-scale logistics operation, overseeing a campus of 10 warehouses and a team of 230 employees. His responsibilities include strategic planning, operational efficiency, and ensuring the smooth flow of goods, all of which are directly relevant to the operational and strategic needs of the Napa County Airport.

His resume highlights a remarkable career spanning international logistics and business management. Notably, his 20-year tenure with DHL International, including five years as Senior Vice President of Transportation, where he managed DHL Airways' fleet of 30 owned and 70 leased aircraft, speaks volumes about his expertise in aviation-related logistics. He possesses a deep understanding of the complexities of transportation, including airport operations, cargo management, and regulatory compliance.

Furthermore, Mr. Waller's experience in turning around distressed businesses demonstrates his ability to analyze complex situations, develop effective strategies, and drive positive outcomes. This skill set is invaluable for a board tasked with advancing the airport's interests and ensuring its long-term viability.

The Napa County Airport Board's purpose, to advance and promote the interest of aviation, advise on airport policies and operations, and work collaboratively to market the airport as a community asset, aligns perfectly with Mr. Waller's professional background. His understanding of transportation logistics, coupled with his business acumen, will enable him to provide valuable insights and contribute to the airport's strategic direction.

We are confident that Steve Waller will be a dedicated and effective member of the Napa County Airport Board. His experience, expertise, and commitment to the community make him an ideal candidate for this important role. We wholeheartedly endorse his application.

Sincerely,

Valerie Zizak-Morais
President/CEO
American Canyon Chamber of Commerce

American Canyon Chamber of Commerce
3860 Broadway Street #103
American Canyon, Ca 94503
707-552-3650
valerie@amcanchamber.org

NAPA COUNTY AIRPORT

February 4, 2026

To: **Napa County Board of Supervisors**

From: Kristen Hannum Gregory, Chair
Napa County Airport Advisory Commission

Re: Recommendations for Appointments to Airport Advisory Commission

At the regular meeting of the Airport Advisory Commission held on February 2, 2026, the members of the Napa County Airport Advisory Commission voted unanimously to recommend the following people to open positions on the Commission:

Seat 1 Representing The General Public:	**Richard Rybicki**	2 Year Term
Seat 2 Representing The General Public:	**Geoffrey Gorsuch**	1 Year Term
Seat 3 Representing The Chamber Of Commerce:	**Robert DeYoung**	2 Year Term
Seat 4 Representing The Chamber Of Commerce:	**Jason Johnson**	1 Year Term
Seat 5 Representing The Napa County Airport Pilots Group Or Club:	**Kristen Gregory**	2 Year Term
Seat 6 Representing The Local Education Industry:	**Choolwe Kalulu**	1 Year Term
Seat 7 Representing The Wine/Hospitality Industry:	**Christian Palmaz**	2 Year Term

Members of an Ad Hoc Committee reviewed the applications, the individuals background, and interviewed all of the candidates for the associated seats on the Commission on Zoom.

All are well qualified to contribute to the work of the Airport Advisory Commission and to the Napa Valley community.

Kristen Hannum Gregory, Chair

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:** 3/10/2026 | **File ID #:** 26-184

TO: Board of Supervisors

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

REPORT BY: Jennifer Yasumoto, Director of Health and Human Services Agency

SUBJECT: Presentation on the Napa County Community Health Improvement Plan (CHIP)

RECOMMENDATION

Receive a report on the Napa County Community Health Improvement Plan for the Fiscal Year 2024/2025. (No Fiscal Impact)

BACKGROUND

In 2023, the need to complete a Community Health Assessment (CHA) presented an opportunity for Napa County Health and Human Services Agency (HHSA) to engage the community in identifying priorities to improve health in Napa County. Through that process, five priorities emerged - Behavioral Health, Access to Health Services, Economic Stability, Racial Equity and LGBTQ Inclusion, and Housing. In 2024, HHSA then engaged the community for further input to create a CHIP in which 28 strategies were identified for moving the needle on those five priority areas.

In Spring 2024, HHSA embarked upon a first ever process of identifying and aligning various funding sources to help operationalize the CHIP. HHSA issued a series of Requests for Proposals for community-based programs/services directed at CHIP priority areas and strategies. The result was a historic award of 36 contracts with community-based organizations commencing Fiscal Year 2024-2025. Those contracts were supported by Tobacco Master Settlement Agreement (MSA) funds made available by the Board of Supervisors, and Mental Health Services Act (MHSA) funds and Opioid Settlement Funds (OSF) that HHSA made available for investments across those three funding streams totaling over $10M.

This collaborative approach has been a priority for HHSA leadership and is consistent with HHSA's strategic plan goals of collaborating with community partners to maximize our reach and collective impact to enhance well-being and a strategic plan goal of leveraging and braiding funding.

Today's presentation is an overview of deliverables achieved during Fiscal Year 2024-2025, which is the first year of our CHIP, that highlights the impact seen through the significant investments made by the County to programs and services delivered by community partners. The presentation will also include an overview of the anticipated funding plan and recommendations for the 5-year CHIP period.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Compassion & Access

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
COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)
UPDATES FROM FY 24/25 YEAR 1 OF IMPLEMENTATION

Board of Supervisors Meeting
March 10, 2026

Christine Wu, MD MPH
Deputy Director of
HHSA – Public Health
Public Health Officer

Jennifer Yasumoto, JD
Director
Health & Human
Services Agency

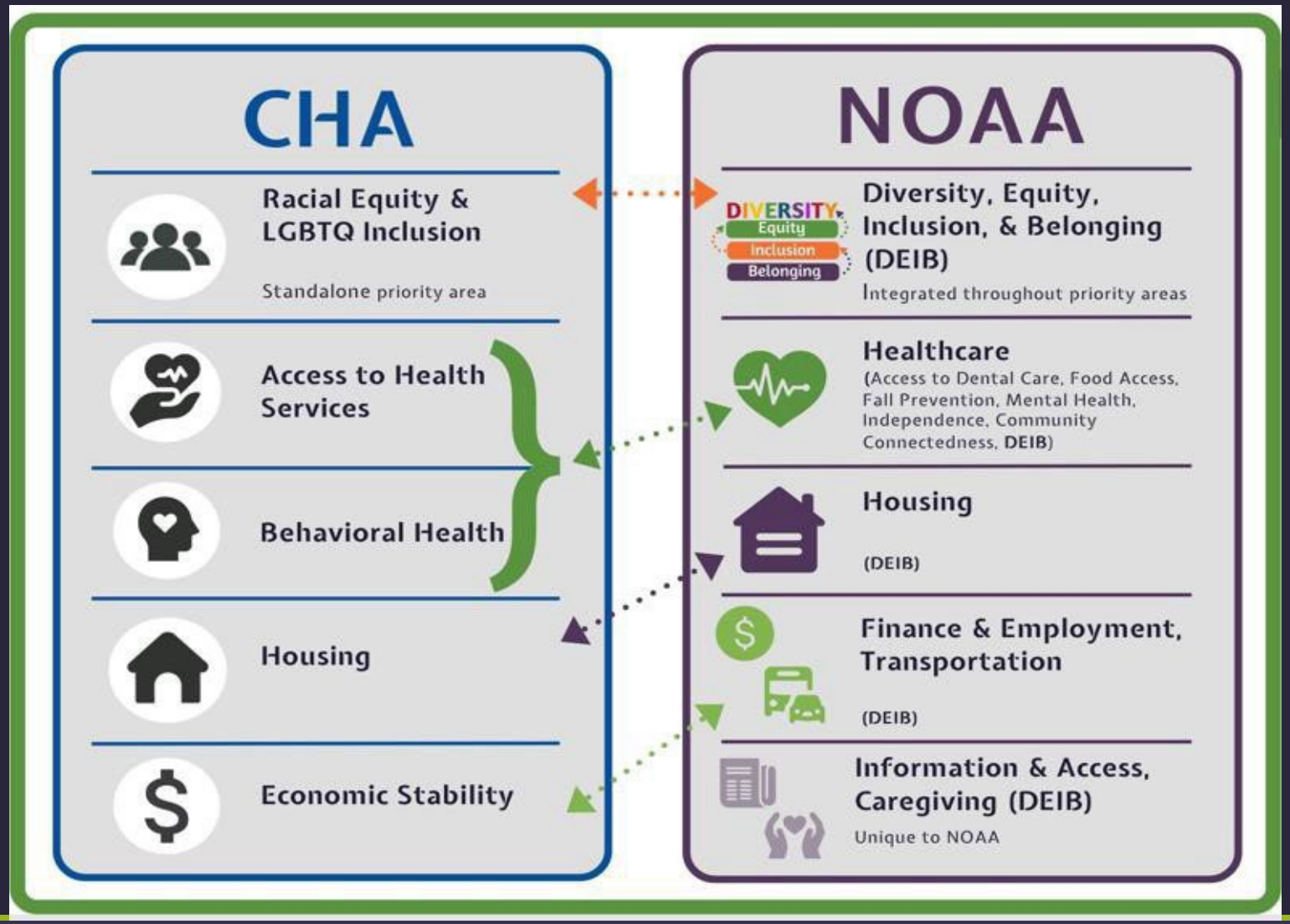
Jennifer Henn, PhD
Public Health Manager
Health & Human
Services Agency

The Community Health Improvement Plan (CHIP) is a long-term, systematic plan designed to address the community health priorities identified in the Community Health Assessment (CHA). The 2023 CHA is the result of a bilingual data collection process, completed in partnership with Providence Queen of the Valley Medical Center.

The CHIP has been further informed by, and aligned with, the results of the Napa Older Adult Assessment and describes the strategies that Napa County community partners have chosen to address within five health priority areas:



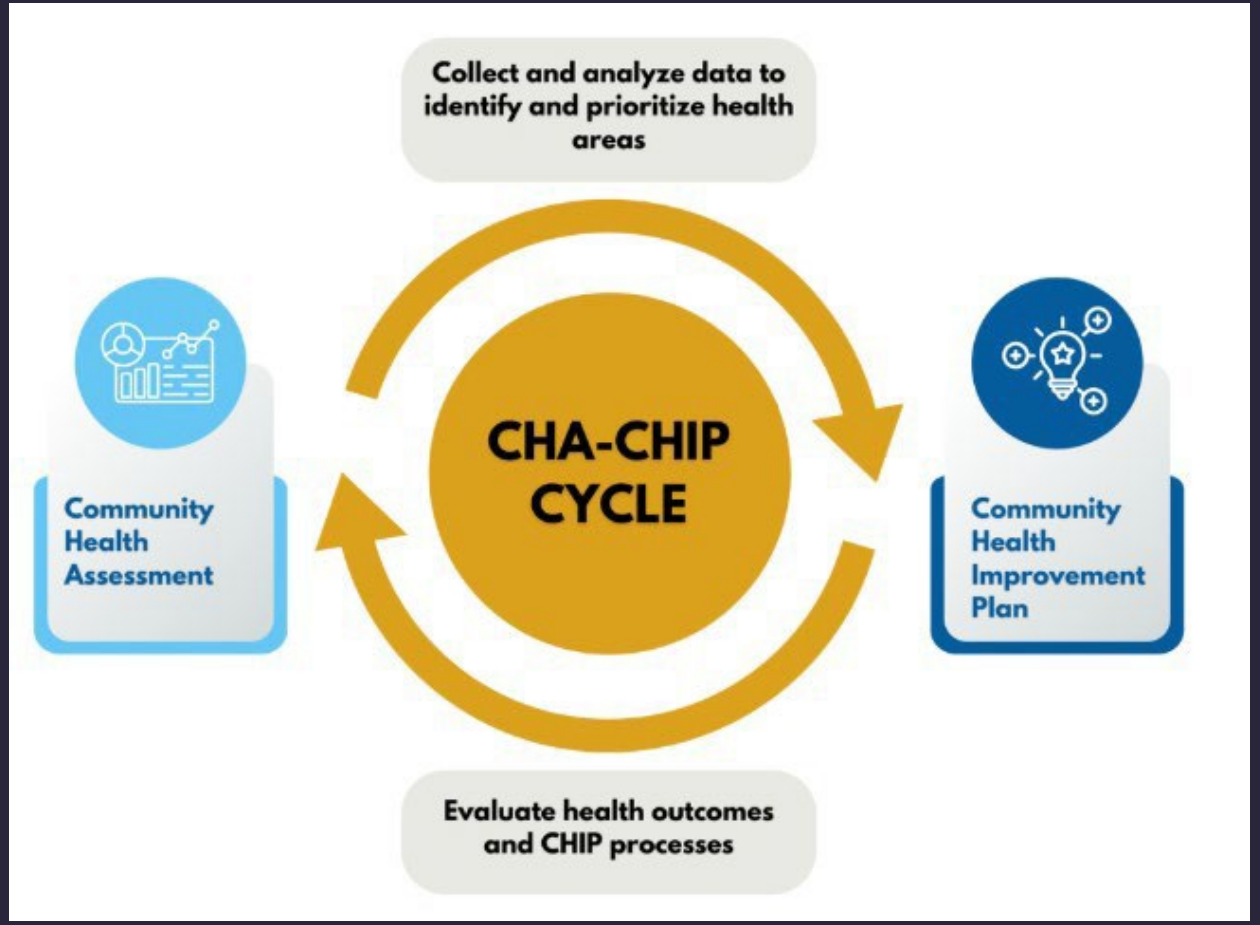
Priority Alignment



LIVE HEALTHY NAPA COUNTY (LHNC) AND ROLE IN THE CHIP

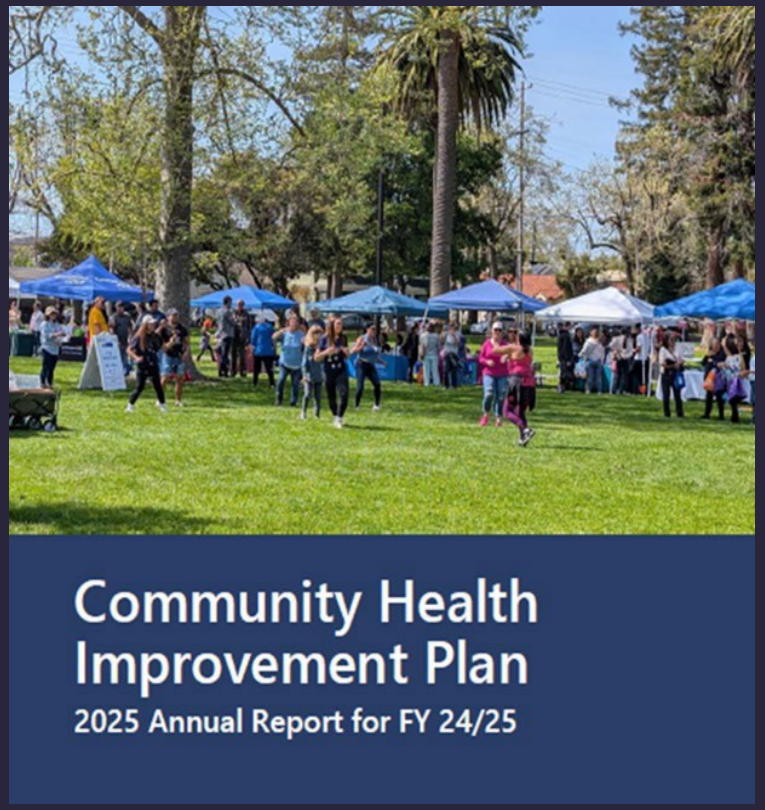
LHNC is backboned by HHSA staff and provides:

- A bilingual, cross-sector collaborative learning space.
- Ongoing support for the cyclical assessment, planning, action, and evaluation process focused on improving health outcomes for all.



INTERACTIVE DASHBOARD AND ANNUAL REPORT

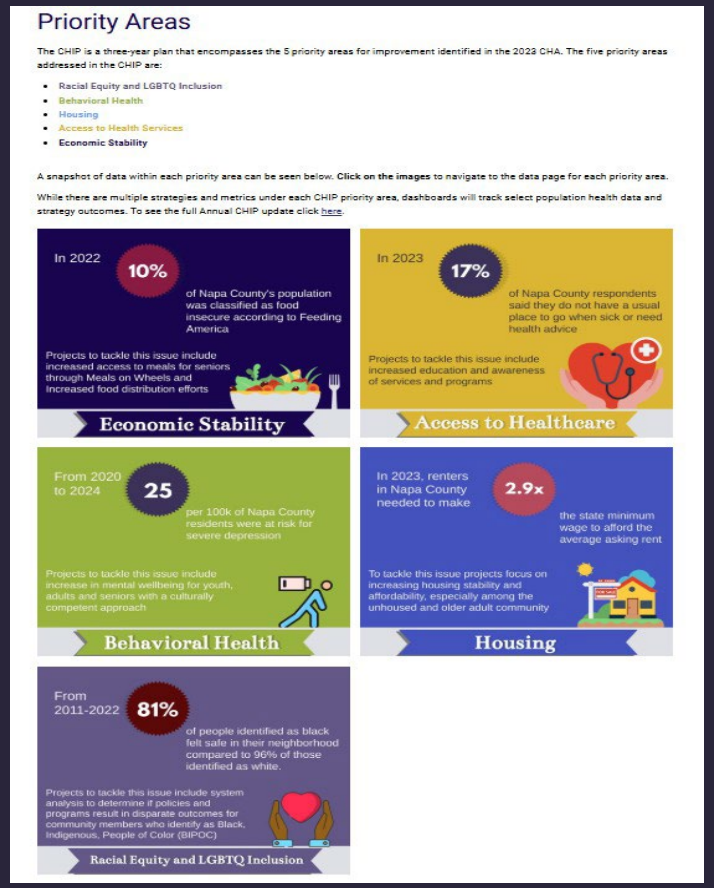
HTTPS://DATA.NAPACOUNTY.GOV



CHIP 2025 Annual Report:
napa_county_chip_annual_update_2025.pdf



Link: Population Metrics, 2024 CHIP



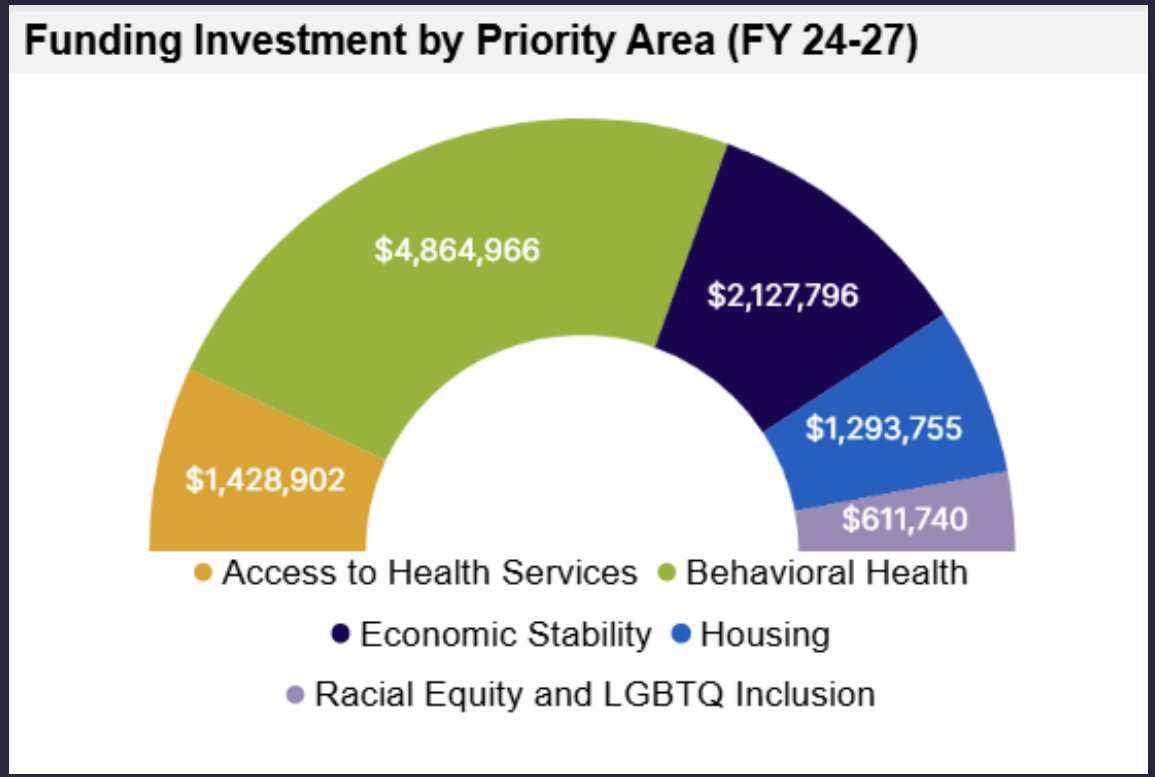
Link: 2024 CHIP Landing Page

NAPA COUNTY
Health & Human Services Agency

OPERATIONALIZING THE CHIP: INVESTMENTS & OUTCOMES

$10.8 M in funding was awarded to 36 community programs that address at least one of the 5 CHIP priorities and one of the 28 CHIP strategies. **Over 42%** of that funding has been awarded to strategies that address NOAA recommendations.

This unprecedented alignment across multiple funding streams (MSA, MHSA, OSF), county agencies, and community non-profit partners maximizes our **collective impact and ability to advance health and well-being in Napa County.**



ACCESS TO HEALTH SERVICES (MSA)

COMMUNICARE OLE HEALTH
Dental Access Program

1,642 new, low-income dental patients served

NAPA VALLEY EDUCATION FOUNDATION
Newcomers Pathway Program

72 students enrolled in the STRONG program groups

PROVIDENCE COMMUNITY HEALTH
Information & Assistance

310 older adults provided Case Mgt for help with daily tasks

SHARE THE CARE
Yvonne's Front Porch & Transitional Fall Prevention

104 clients served in the Fall Prevention Program

ECONOMIC STABILITY (MSA)

CANV
Food Bank & Meals on Wheels

17,802 Meals on Wheels delivered

COMMUNITY RESOURCES FOR CHILDREN
Economic Stability for Childcare Providers

31 childcare providers enrolled

NAPA FARMERS MARKET
Local Food Systems Initiative

Food Access website launched

FEEDING IT FORWARD
Food Recovery Program

177,222lbs of food recovered and distributed

MOLLY'S ANGELS
Molly's Angel's Transportation

5,014 free rides for older adults

ParentsCAN
Family Stability Program

142 families screened for needs

PUERTAS ABIERTAS
Feeding our Families

150 families served

RACE EQUITY & LGBTQ INCLUSION (MSA)

NAPA VALLEY COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER (COAD)
Community Liaisons and Cultural Hubs to Promote Language Inclusion & Belonging

69 community events and workshops held

ON THE MOVE
LGBTQ School Support Program

Co-located peer support in 80% of identified high schools

HOUSING (MSA)

GREATER NAPA VALLEY FAIR HOUSING CENTER
Displacement & Homelessness Prevention

511 clients provided case management

NEWS
Domestic Violence Housing First

86% of shelter clients secured safe housing upon shelter exit

ON THE MOVE
Napa Housing Stabilization Program

278 individuals received rental or utility assistance

UP VALLEY FAMILY CENTERS
Increasing Housing Stability & Preventing Homelessness in UpValley

43 household received direct emergency financial assistance

BEHAVIORAL HEALTH (MHSA AND OSF)

Opioid Settlement Funds (OSF)

PROVIDENCE QVMC
Substance Use Navigator (SUN) program in the ED

97 patients with opioid use disorder prescribed MAT in the ED

ON THE MOVE
VOICES Opioid Prevention Support (VOPS)

7 youth and family members recruited to form VOPS Leadership team

UPVALLEY FAMILY CENTERS
Opioid Addiction Prevention Education and Outreach

67 outreach and education sessions delivered

MICHAEL LEONARDI FOUNDATION
Opioid Awareness, Prevention, and Education Campaign

56% increase in knowledge of substance use risks and prevention

Mental Health Services Act (MHSA)

TRIPLE P COLLABORATIVE
Triple P Parenting Program

79% reported improved parent-child relationships

COPE FAMILY RESOURCE CENTER
Pathways to Family Mental Health and Wellbeing

541 Families received safety net assistance

MOLLY'S ANGELS
Comprehensive Assistance and Resources for Elderly (CARE)

84% demonstrated improvement in wellbeing

ON THE MOVE
Guaranteed Income for Foster Youth

64% of youth reported increased mental health and wellness

MENTIS
Suicide Prevention Council

>240 youth trained in QPR

ALDEA
Supportive Outreach and Access to Resources (SOAR)

21 individuals enrolled in the SOAR program

MENTIS
Bridges Community MH

87% reported decreased emotional distress

PLANNED PARENTHOOD
Expanding Access to Equitable BH Care

14 Napa County residents provided with ongoing therapy

PARENTSCAN
Parent Stress Intervention Program (PSIP)

89% who attended PSIP reported lower levels of stress and anxiety

PROVIDENCE QVMC
Bilingual BH Screening and referrals in ED

306 patients received BH screening and referral

MENTIS
Middle School Foundations Wellness Initiative

820 Wellness Cafes held for 7th graders

UPVALLEY FAMILY CENTERS
Senior Wellness Program

78 Latino and Latina Senior groups conducted

NAPA VALLEY EDUCATION FOUNDATION
Middle School Access Program

72% of middle schoolers visited Wellness Center for support at least once

HIGHLIGHTED CHIP STRATEGY ECONOMIC STABILITY

Goal 1: Address economic stability among systemically marginalized populations in Napa County.

Objective 1.1: Increase economic stability for community members experiencing life transitions, such as those exiting foster care, transitioning to a fixed income, or becoming new parents.

COMMUNITY RESOURCES FOR CHILDREN

LEAD ORGANIZATION	Community Resources for Children (CRC)
STRATEGY/PROGRAM NAME	Delivering Economic Stability for Childcare Providers and the Working Families they Serve
TARGET POPULATION(S)	Lower Income Childcare Providers, with a focus on those who speak Spanish

DELIVERING ECONOMIC STABILITY FOR CHILD CARE PROVIDERS & THE FAMILIES THEY SERVE

ANNUAL OUTPUT GOAL



30

LICENSED CHILD CARE PROVIDERS
strengthened with business skills, child development tools, peer support and community connection.

RIPPLE EFFECTS



180

CHILDREN
have access to stable quality child care.



198

ADULTS
able to remain in or enter the workforce and therefore have economic stability.

OTHER KEY MEASUREMENTS



35 TRAINING HOURS PER PROVIDER



55 HOME VISITS OR IN PERSON TA MEETINGS

$853 AVERAGE STIPEND PER PROVIDER

925

HIGHLIGHTED CHIP STRATEGY BEHAVIORAL HEALTH

Goal 2: Prevent and effectively treat substance use disorders and harmful use of substances such as tobacco and alcohol.

Objective 2.1: Increase access to prevention and treatment resources for opioid use disorder.

Providence Queen of the Valley Medical Center

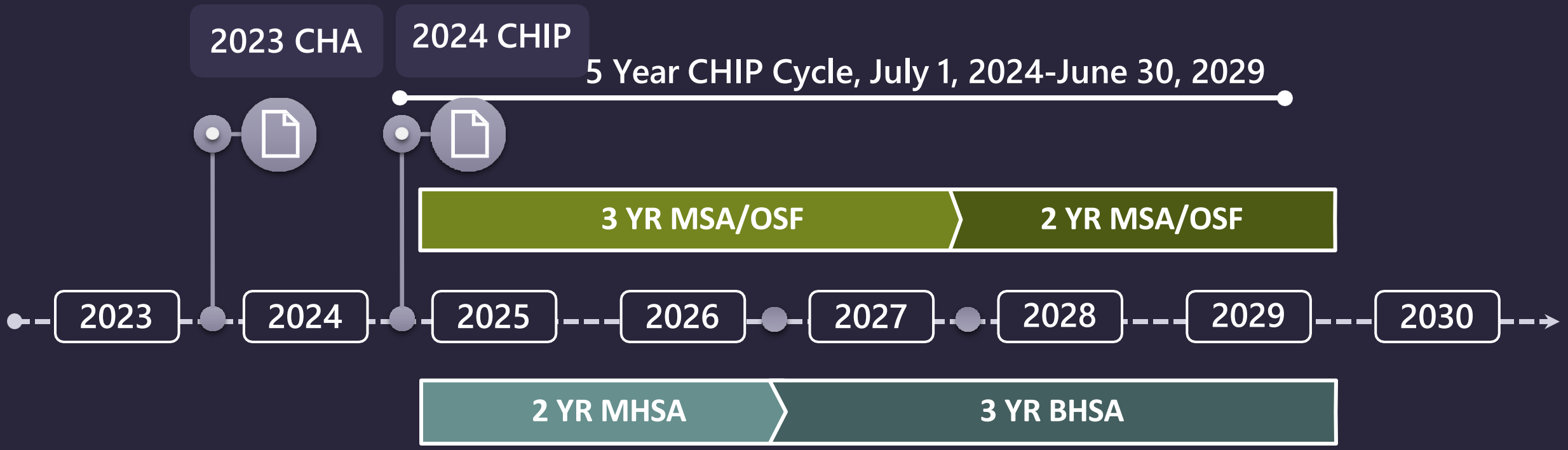
LEAD ORGANIZATION	Providence Queen of the Valley Medical Center
STRATEGY/PROGRAM NAME	Substance Use Navigator (SUN) Program in the ED
TARGET POPULATION(S)	Youth - Older Adults with Opioid Use Disorder (OUD)

SUBSTANCE USE NAVIGATOR (SUN) PROGRAM IN THE ED

- 27% increase in number of patients diagnosed with an OUD that are prescribed MAT in the ED.
- 97 patients diagnosed with an OUD were prescribed MAT in the ED.
- 633 connections made by SUN, providing education and resources for SUD and OUD services available throughout Napa County to hospital caregivers, patients, and family members.



THE CHIP: HHSA'S PLAN FOR CONTINUED COLLECTIVE IMPACT



THANK YOU!

QUESTIONS OR COMMENTS?

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-295

TO: Board of Supervisors

FROM: Brian D. Bordona - Director of Planning, Building, and Environmental Services

REPORT BY: Michael Parker - Planning Manager

SUBJECT: Adoption of a Resolution of the Board of Supervisors of the County of Napa Sunsetting the Winery Code Compliance Program Effective April 30, 2026

RECOMMENDATION

Adopt a Resolution sunsetting the Winery Code Compliance Program effective April 30, 2026. (No Fiscal Impact)

BACKGROUND

The Board of Supervisors has engaged in multi-year efforts to strengthen land use compliance in the unincorporated County. In March 2016, the Board acted on recommendations from the Agricultural Protection Advisory Committee (APAC) and directed staff to implement a phased Code Compliance Program regarding winery use permits. This initial direction focused on establishing a systematic framework for identifying, reporting, and resolving compliance issues, particularly for winery operations, which were identified as a key priority in maintaining public health and safety, inequity relative to those facilities operating in a compliance, and the potential for environmental impacts.

In August 2017, the Board provided additional direction to staff to develop a comprehensive Land Use Compliance Program. The Board's direction included:

- Establishing enforceable deadlines for property owners operating under a use permit to apply for new or modified use permits to resolve outstanding violations;
- Establishing a voluntary Status Determination application process that allowed land use entitlement permittees to receive a written determination of existing entitlements prior to submitting an application to modify their use permit to resolve outstanding violations;
- Implementing an annual winery reporting program to collect production and grape sourcing data from wineries in the unincorporated county;

- Revising temporary event permitting and enforcement procedures; and
- Recognizing and acknowledging the significant staff workload required to implement and manage compliance programs.

The Board's direction culminated in the adoption of Resolution No. 2018-164 on December 4, 2018, which formally established the County's Code Compliance Program framework, which predominantly consisted of winery use permit applications. It was a voluntary, time-limited program designed to allow winery operators and other permittees who were operating outside of their use permit entitlements to continue operations while pursuing use permit modifications or other approvals necessary to bring their operations into compliance.

The Resolution established a deadline for submittal of an application, which was March 29, 2019. In October 2019, the Board adopted amendments to the Use Permit Compliance Program, including a 90-day deadline extension for applicants who had timely submitted Status Determination applications. The extension was intended to provide applicants with additional time to understand and respond to the County's developing land use policy and permit streamlining efforts, including the Small Winery Protection and Use Permit Streamlining Ordinance.

By the March 2019 deadline a total of 47 Use Permit/Modification entitlement requests were received. Of those, 35 have successfully completed the use permit modification process, three wineries are scheduled for hearings to be considered by the Planning Commission or Zoning Administrator by the end of March 2026, eight have either withdrawn or been voluntarily abandoned by the applicant, and one remains pending and incomplete.

On July 24, 2025, in a Code Compliance update to the Board of Supervisors, the Board unanimously directed the Director of Planning, Building, and Environmental Services to return to the Board at a future date with a resolution to sunset the Use Permit Compliance Program. This direction reflected the Board's recognition that the program has largely fulfilled its intended purpose and that ongoing use permit compliance should transition back to standard enforcement practices outlined in Section 12D of the Napa County Policy Manual. Since that July direction, staff has communicated multiple times with the program applicants the forthcoming sunset of the program and has encouraged applicants to finalize their applications and complete the process prior to the program's end date.

Program Completion and Transition

The Code Compliance Program was never intended to be an ongoing or permanent program. It was established as a temporary mechanism to provide a streamlined pathway to compliance that balanced enforcement with fairness.

Sunsetting the program effective April 30, 2026, allows the County to:

- Ensure that remaining cases are resolved in a reasonable timeframe and simultaneously allowing staff to complete environmental analysis, along with adequate time to comply with public review periods and advanced submittal of public hearing notices;
- Maintain consistency in enforcement and permitting processes;
- Clarify expectations for both applicants and staff; and

- Preserve the County's ability to enforce land use laws through standard compliance pathways.

CEQA Baseline Benefit for Voluntary Participants

One of the incentives of voluntarily participating in the Code Compliance Program was that wineries or other permittees who joined the program were able to establish their existing operations as the CEQA baseline for environmental review. In other words, the program allowed wineries to continue operating at existing levels while simultaneously demonstrating good faith efforts to resolve compliance issues through the application process. This provided an important incentive for participation and facilitated a more efficient path to bringing operations into compliance.

Handling of Remaining Applications

Consistent with Board direction, any code compliance applications not approved and/or continued by the Planning Commission by April 30, 2026, will transition to standard code enforcement and/or permitting processes. After April 30th, applicants with remaining cases may continue to pursue approvals through the standard permitting process and would no longer benefit from key elements of the program, most notably the continued operations outside of legal entitlements and related CEQA baseline. These applications as well as any use permit compliance matters will be addressed through the County's standard enforcement procedures, which now also includes a one-year waiting period during which applications received to resolve code compliance issues would not be acted upon. This approach ensures fairness to wineries that voluntarily joined the program and successfully achieved compliance, as well as to wineries that have consistently operated within permitted conditions. It also preserves the integrity of the County's broader Code Compliance initiatives by reinforcing that the program was intended to be time-limited and that ongoing operations must align with approved entitlements.

Program Impact and Lessons Learned

The Code Compliance Program provided a successful model for addressing a large number of existing compliance issues in a structured and efficient manner. The program's marginal completion rate indicates that most winery operators were willing and able to bring their operations into compliance when provided with a clear pathway and defined expectations.

The program also highlighted key challenges, including the impact of external events (e.g., wildfire, pandemic, drought) and the complexity of state's regulatory requirements (e.g. Building and Fire Codes, Minimum Fire Safe Regulations, well and wastewater, etc.) on applicants' ability to complete compliance actions. Despite these challenges, the program successfully resolved most cases and established a framework of lessons learned that can inform future compliance efforts.

Policy Considerations

The Code Compliance Program was established as a policy tool to address noncompliant use permit operations while maintaining the County's commitment to public health, safety, and environmental protection. The program was designed to incentivize voluntary compliance through a structured process that encouraged applicants to pursue permit modifications rather than continuing unpermitted operations indefinitely. It also provided transparency through annual reporting requirements and established clear expectations for compliance timelines.

Sunsetting the program is consistent with the Board's long-standing policy of ensuring that land use operations are conducted in accordance with approved entitlements. By closing the program, the County reinforces that

compliance pathways are time-limited and that standard enforcement and permitting processes will govern future operations. This supports broader policy goals including:

- **Equity and fairness:** Ensures all winery operators are subject to the same enforcement standards.
- **Regulatory consistency:** Prevents indefinite reliance on special compliance programs.
- **Environmental protection:** Reinforces that operations must be authorized through appropriate environmental review and permits.
- **Administrative efficiency:** Allows staff to focus resources on standard permit processing, compliance, and enforcement priorities rather than managing a long-term program.

Strategic Implications:

- Sunsetting the program supports the County's transition to ongoing compliance and enforcement operations that do not rely on special programs.
- The transition of remaining applications to standard enforcement processes strengthens the County's ability to maintain long-term regulatory integrity and consistency across use permits.

Today's requested action is that the Board of Supervisors adopt a resolution sunsetting the County Code Compliance Program effective April 30, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Code Compliance Program for wineries and other permittees was intended to be a temporary, time-limited pathway that has successfully resolved the majority of noncompliant winery and non-winery land use entitlement cases. Ending the program will ensure fairness to wineries that complied, reinforce the integrity of the County's enforcement framework, and allow staff to focus on standard permitting and compliance processes.
Is the general fund affected?	No
Consequences if not approved:	If the Board chooses not to sunset the program, the County would risk extending a temporary compliance mechanism beyond its intended scope, potentially undermining the County's enforcement framework, creating inequity among winery operators, and requiring continued staff resources to administer a program that has largely achieved its purpose.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This action is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because it is an organizational and administrative activity

of government that will not result in direct or indirect physical changes in the environment.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, PROVIDING DIRECTION TO COUNTY STAFF REGARDING SUNSETTING PERMIT APPLICATIONS SUBMITTED PURSUANT TO THE COUNTY CODE COMPLIANCE PROGRAM ADOPTED IN 2018 AND CONFIRMING THE POLICY APPLICABLE TO APPLICATIONS TO CORRECT USE PERMIT VIOLATIONS

WHEREAS, on December 4, 2018, the Board of Supervisors adopted Resolution 2018-164 (Use Permit Compliance Program), which established procedures and policies in connection with the processing of land use entitlement applications that are related to properties that are the subject of County Code violations; and

WHEREAS, the Use Permit Compliance Program established a deadline of March 29, 2019, by which all landowners who wished to apply for a permit to voluntarily remedy their violations, or for a status determination to clarify the extent of existing entitlements, must submit a substantially conforming application. Thereafter, applicants must make a continuous good faith effort to complete their applications in as timely a manner as is practicable. Landowners who submitted applications for status determinations were given additional time to submit an application if the status determination confirmed the existence of County Code violations; and

WHEREAS, in an effort to ensure that environmental impacts are not overlooked in reviewing applications to remedy use permit violations, the Use Permit Compliance Program also established that owners of properties with significant use permit violations must operate within their existing legal entitlements for one year from the date of the initial Notice of Violation before an application for a use permit or modification to an existing entitlement may be submitted to the County; and

WHEREAS, on October 15, 2019, the Board of Supervisors adopted Resolution 2019-130, which extended the time allowed for an owner who submitted an application for a status determination to submit a substantially conforming use permit or modification application after the resolution of their status determination; and

WHEREAS, the Board of Supervisors has adopted amendments to the Napa County Code streamlining the procedures for obtaining or modifying land use entitlements, making it easier than ever to comply with the Napa County Code requirements; and

WHEREAS, the Use Permit Compliance Program has been a success, achieving the purpose of resetting the expectations of landowners with existing violations and restoring confidence in the enforcement of land use regulations. During the Use Permit Compliance Program, the County received 47 total applications for new use permits or modifications to existing entitlements. The County also received 27 applications for status determinations, some of which

submitted applications for use permit modifications. In total, the County approved 35 use permits or modifications that corrected existing violations. The Board of Supervisors now looks to close the Use Permit Compliance Program, with direction to County staff on the handling of any remaining applications submitted under the Program.

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

1. The Board establishes that any pending applications submitted pursuant to the Use Permit Compliance Program must be brought to a hearing before the Planning Commission, or the appropriate decisionmaker, on or before April 30, 2026 (the Deadline). Any application that is not heard by the Deadline will be deemed abandoned, without further action by the County, unless a hearing has been noticed and the applicant has provided all necessary information and documentation to bring the application to a hearing.

2. Except for those applications that are heard or noticed to be heard pursuant to Paragraph 1, above, all properties that have new or continued violations of their land use entitlements must operate within their existing legal entitlements for one year from the date of the initial Notice of Violation, before a new use permit or modification to an existing entitlement may be approved by PBES. The applicants whose applications were deemed abandoned pursuant to Paragraph 1 must operate within their existing entitlement for one year from the Deadline. Owners, or other holders of use permits, may submit a use permit or modification application to remedy violation(s) during the one-year period while they operate within their legal entitlements. Public hearings for such use permit or modification applications shall not be held until the owner has operated within legal entitlements for one year from the date of the initial Notice of Violation, absent extraordinary circumstances, which shall be recognized in the sole discretion of the Director of the Planning, Building and Environmental Services Department.

[REMAINDER 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 10th day of March, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Jason M. Dooley* (e-sign) Chief Deputy County Counsel Date: March 3, 2026 Project ID: 13577963	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: _____

RESOLUTION NO. 2018-164

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, EFFECTIVE DECEMBER 4, 2018, PROVIDING DIRECTION TO COUNTY STAFF REGARDING THE COUNTY CODE COMPLIANCE PROGRAM, ANNUAL WINERY PRODUCTION AND GRAPE SOURCE REPORTS, AND REGULATION AND PERMITTING OF TEMPORARY EVENTS

WHEREAS, on August 22, 2017, the Board of Supervisors directed staff of the County Planning Building & Environmental Services Department ("Staff") to present for the Board's consideration Staff's recommendations regarding certain changes to the County's land use regulation and compliance program that included the following components: 1) a systematic program with enforceable deadlines for landowners to apply for new permits or modifications to resolve outstanding violations; 2) a reporting program that would include annual production and grape sourcing data for certain wineries located within the unincorporated area of Napa County; and 3) revisions to the current process and procedures for temporary events; and

WHEREAS, in public session on September 12, 2017, October 20, 2018, and November 13, 2018, Staff presented its recommendations to the Board on the issues described above and accepted the Board's direction; and

WHEREAS, the Board heard and considered Staff's presentations and all public comments and written input on Staff's recommendations; and

WHEREAS, on November 13, 2018, the Board gave direction to Staff to make certain modifications to Staff's recommendations to be set forth in a Resolution for the Board's consideration,

NOW, THEREFORE, BE IT RESOLVED, effective as of December 4, 2018, as follows:

1. The Board hereby directs Staff to implement the following procedures and policies in connection with the processing of land use entitlement applications that are related to properties that are the subject of County Code violations. These procedures and policies do not apply to the issuance and/or enforcement of Building Permits, except where specified:

    a. Establish a deadline of 2:00 PM on March 29, 2019 ("deadline"), for all landowners who wish to apply for a permit to voluntarily remedy their violations, or for a status determination application to clarify the extent of existing entitlements in accordance with subsection (b) below. Qualified permit applications must be substantially conforming and must be received by the Planning, Building, and Environmental Services (PBES) Department by the deadline. A "substantially conforming" application must include a substantially complete set of the documents required in the application checklist, and information responsive to the requirements. A "substantially conforming" application need not include technical studies where the applicant demonstrates studies could not be completed by the deadline due to seasonal conditions or other extenuating circumstances. All excluded technical studies must be submitted as soon as possible, not to exceed 120 days from the

deadline. Applicants must make a good faith effort to make the application as complete as possible.

i. Require applicants to make a continuous good faith effort to complete their applications in as timely a manner as is practicable. Napa County's Local Procedures for Implementing the California Environmental Quality Act (CEQA) state that no application for a permit shall be deemed complete until all information has been submitted necessary to complete an Initial Study, determine that the project is exempt, or determine that the project is not subject to CEQA. After 120 days from the deadline, when the PBES Director ("Director") determines, in the Director's sole discretion, that an application is incomplete and that the applicant is not making a good faith effort towards timely completion, the application will be closed out and any unused funds will be returned to the applicant.

ii. Advise applicants who seek to participate in this program that the County does not make any promise or representation that their applications will be granted in whole or in part. Each application will be considered on its own respective merits.

iii. Within 30 days of the submittal of a substantially conforming application, staff shall conduct a compliance inspection of each property for which an application was received pursuant to this program. The inspection would verify the violations that the applicant was requesting to correct in the application and the existence of health and safety violations. Upon verification of violation(s), staff will send a new or amended Notice of Violation to the owner, which will clearly list the verified violations and any health and safety violations determined through the inspection, and will describe how compliance can be achieved. Those violations that pose an immediate threat to public health, safety, and/or threaten the environment, must be abated before the application can be deemed complete. Owners who submit an application for any new or modified permit by the above deadline would continue to be subject to penalties for constructing improvements without a Building Permit.

iv. Revise staff reports to "decouple" recommendations regarding all discretionary applications submitted before the deadline that involve both existing significant violations and requests to expand operations. The project description, recommendations, and options presented in staff reports will clearly distinguish between portions of a proposed project that are necessary to remedy existing significant violations, and those portions of a proposed project that would expand beyond current levels of operation. Significant violations are defined as those involving wine production in excess of approved limits, grape sourcing that does not comply with the 75% grape source rule (if applicable), visitation or marketing in excess of approved limits, and unpermitted building construction and/or occupancy. The recommendations for those elements of a proposed project dealing with violations and those dealing with an expansion beyond existing operations/entitlements will be considered separately by the decision-making body.

v. Except for substantially conforming applications received by PBES prior to the deadline, require all properties that have new or continued health and safety or significant pre-existing violations to come into immediate compliance with legal entitlements and all applicable County Code requirements. Owners of properties with health and safety or significant violations shall be required to operate within their existing legal entitlements for one year from the date of the initial Notice of Violation, absent extraordinary circumstances, before a use permit or modification application to remedy the violation(s) may be submitted to PBES. Owners may also be subject to fines or penalties for past and ongoing violations. This provision is intended to and shall require that the environmental impacts of discretionary permit applications shall be assessed against a "baseline" of operations that are within existing legal entitlements, rather than in violation of them. Owners may submit a use permit or modification application to remedy violation(s) during the one-year period while they operate within their legal entitlements, but only if they agree in writing that their legal entitlements or their existing legal operations, whichever is lower, shall be used as the environmental baseline for all CEQA analysis related to the application. Public hearings for such use permit or modification applications shall not be scheduled until the owner has operated within legal entitlements for one year from the date of the Initial Notice of Violation, absent extraordinary circumstance.

b. Continue to allow any property owners to voluntarily initiate a review by the County to determine the extent of their existing entitlements and/or permissible uses of their property. The purpose of such status determinations would be solely to document and/or delineate existing property rights, and would not reduce or affect established entitlements. Staff would evaluate existing use permits, use permit modifications, other land use entitlements, and any documentary evidence provided by the applicant. The resulting analysis would lead to a written decision by the PBES Director that would provide the owner with a clear understanding of both their rights and obligations, which the owner and staff would then both rely upon in the future to determine if a land use is operating in compliance with existing entitlements and the County Code. The Director's decision would be issued administratively within 120 days of the application being determined complete, without a public hearing. Any party entitled to appeal under County Code Chapter 2.88 can appeal the decision to the Board of Supervisors. If an owner or interested party disagrees with the Director's decision, in whole or in part, regarding a status determination application accepted as complete prior to the deadline set forth in subparagraph 1(a) above, the deadline will be extended for an amount of time equal to the time required to process the status determination application or 120 days, whichever is less. This extension is to allow the owner an opportunity to prepare a substantially conforming use permit or modification application to remedy any outstanding violations.

c. To the extent feasible, assign one planner to each application for a use permit or use permit modification who will be the point of contact for the owner throughout the process. Contract with appropriate and qualified consulting firms to provide short-term support for Code Compliance, Planning, County Counsel, and other functions as needed if implementation of the above procedures results in a significant increase in workload for PBES and/or County Counsel's office. Budgets may be adjusted as necessary to accommodate the additional expenditures, following approval by the

Board of Supervisors. The full cost of contract personnel would be paid for by the applicants. Contract personnel may be retained until the permit applications submitted prior to the deadline have been fully processed.

d. Provide outreach and education to landowners and the public regarding the policies and procedures contained within this Resolution, between now and the deadline.

e. Provide monthly updates to the Board of Supervisors regarding the status of implementing the policies and procedures contained within this Resolution, including but not limited to reports on the number of permit applications received, the timelines for processing such applications, number of code compliance cases, and the number and the performance of contract personnel.

2. The Board of Supervisors directs Staff to return to the Board with a proposed Ordinance for the Board's consideration at a public hearing to enact annual winery reporting requirements with the following proposed elements:

a. Require that all wineries within the unincorporated area, other than those referenced in sub-section (d) below, annually report by July 1 the following information to the PBES Director, beginning in 2019 and each year thereafter: (A) number of gallons of wine produced in the previous calendar year; and (B) number of gallons crushed and juiced in the previous year from grapes that were grown in Napa County.

b. Evaluate all production reporting pursuant to the County Winery Production Process, including the use of a rolling three-year average. For the first year of reporting in 2019 only, wineries will submit data for the previous three years to determine current compliance with production requirements. Production data will be required annually thereafter.

c. Acknowledge that the Winery Production Process formula is not equally applicable to all winery operations. Those wineries that wish to submit alternative calculations may submit an amended report, which shall explain the methodology proposed to calculate a winery's production and/or grape source percentage.

d. Exempt wineries outside the Agricultural Preserve and Agricultural Watershed Zoning districts and pre-Winery Definition Ordinance (WDO) wineries within those zoning districts which do not have to comply with the 75% Napa County grape source requirement, from annually submitting sourcing data and United States Department of Agriculture (USDA) California Grape Crush Inquiry Reports. However, such wineries must provide annual production level reports, along with scanned United States Alcohol, Tobacco Tax and Trade Bureau (TTB) Reports of Wine Premises Operation, to verify that they are staying within their approved or recognized pre-WDO levels.

e. Require scanned TTB Reports of Wine Premises Operations, and United States Department of Agriculture (USDA) California Grape Crush Reports to be submitted as attachments to verify the information submitted to the County. All information submitted to the County will be treated as proprietary or tax records gathered for purpose of enforcement and will be maintained in a secured database with limited

access and shall not be treated as public records pursuant to Government Code §6250 et seq. to the extent permitted by law. Once reporting has been reviewed by staff to verify compliance, production and grape source data will be destroyed, except when used as part of an ongoing violation investigation related to wine production and/or grape sourcing. The County will engage in outreach and education efforts to ensure that winery owners are informed of the reporting requirement.

f. Conduct an inspection and full evaluation of all entitlement requirements and conditions of approval, when the reporting data submitted to the County indicates that a winery is in violation of either their production limit and/or their grape sourcing requirement. If violations are discovered, staff will send a Notice of Violation to the owner, which will clearly list all violations and how compliance can be achieved.

g. Create the software and Internet interface necessary to minimize the burden for wineries to report their annual data to the County electronically. In addition, develop a database/spreadsheet to evaluate the production data in accordance with the Count Winery Production Process. The software programs shall be designed to ensure that all data and analysis obtained through annual winery reporting is fully secured with restricted staff access. Staff will work with Information Technology Services (ITS) to develop the program. If additional expertise is required, ITS may hire a consultant to assist with the development of the software program. Budgets may be adjusted as necessary to accommodate the additional expenditure, following approval by the Board of Supervisors.

3. The Board directs Staff to return to the Board with a proposed Ordinance for the Board's consideration at a public hearing for revisions to the current process and procedures for regulation and permitting of temporary events, with the following proposed elements:

   a. Create an enforcement process for Temporary Events, similar to the procedures currently used by the Public Works Department to enforce permits that allow Special Events on Public Roadways. The enforcement process would include the ability to place permit holders "on probation" when a violation has been confirmed, and to allow for the denial of applications for Temporary Event permits where there are multiple violations.

   b. Require that applications for Temporary Events be submitted a minimum of 90-days in advance of the date of the event. The County will engage in outreach and education efforts to ensure that property owners, non-profit organizations, and other sponsors of temporary events are informed of the change in the application timeline.

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 4th of December, 2018, by the following vote:

AYES:	SUPERVISORS	PEDROZA, RAMOS, DILLON and GREGORY
NOES:	SUPERVISORS	NONE
ABSTAIN:	SUPERVISORS	NONE
ABSENT:	SUPERVISORS	WAGENKNECHT

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Vice Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Jeffrey M. Brax,* *(via e-signature)* County Counsel Date: December 4, 2018	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: December 4, 2018 Processed By: Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-222

TO: Board of Supervisors

FROM: Steven Lederer, Director, Public Works

REPORT BY: Steven Lederer, Director, Public Works

SUBJECT: Five Year Roads Plan, With Option to Bond Against Measure U Revenues

RECOMMENDATION

Receive a presentation regarding anticipated future roads maintenance projects, including the possibility of bonding against future Measure U (formerly Measure T) revenues. (No Fiscal Impact)

BACKGROUND

For decades, the primary source of funding for maintaining roads was the state and federal gas tax. Property taxes are primarily directed to schools and other governmental entities; they do not fix roads. Between 1993 and 2018, neither California nor Federal gas tax rates were changed. The Federal Government still has not raised its tax rate, and the future of the Highway Trust Fund and federal funding remains in a state of flux. The buying power of gas tax revenue steadily decreased due to inflation, and revenue generated was reduced due to improvements in vehicle fuel mileage and the advent of electric vehicles, resulting in fewer gallons of gas being sold/taxed.

As a result, Napa County and most other jurisdictions in the state all experienced decreased funding. In Napa County alone the deferred maintenance backlog is calculated to be over $400 million. The good news is the voters of Napa and the State of California have voted to change that funding situation. Measure T, a half-cent sales tax voted in by Napa County residents, started collecting funds for road maintenance in 2018. At roughly the same time, the state implemented SB1 which finally increased the gas tax levy. These two sources provide roughly $13 million per year locally for road repairs. Engineering calculations indicate the need is $28 million per year to maintain roads well. And most recently, Napa voters replaced Measure T with Measure U, which will extend the funding source and allow “bonding” against future revenues which will fix more roads faster.

To manage our program efficiently, we turn to the objective measurements of Pavement Condition Index (PCI) and a widely-used computer program called Streetsaver which guides staff to spending the revenue in the most

efficient way. We use this to develop a multiple year plan, which is updated regularly, to guide our efforts. Prioritization of roads are based on "the best bang for the buck," meaning smaller amounts of maintenance money on roads that aren't in bad shape can sometimes be more effectively spent than a large amount of money on a road that has already failed. It is specifically not a "worst first" analysis, as this would be the most inefficient way to spend taxpayer dollars. See the Roads Deterioration Chart, attached.

We are pleased to report that Napa's PCI increased from 45 (in 2020) to 56 this past year. This is the result of the voter-approved tax measures mentioned above, but also because of the Board of Supervisor's strategic placement of $16 million (from a $33 million settlement with PG&E after the 2017 fires) and $20 million investment from the General Fund to supplement the paving budget. This resulted in increasing our paving miles as follows:

2020 4.3 miles

2021 32.9 miles

2022 23.1 miles

2023 42.2 miles

2024 42 miles

2025 25 miles

2026 24 miles (planned)

As compared to similar sized jurisdictions, Napa is in the 50th percentile, and the PCI is 2 points better than our peers on average. The planned paving mileage for 2026 is around 24 miles, so we are hopeful the PCI will improve further.

It took 25 years to get us into this deferred maintenance situation, and it will take more than a few years to get rectify. Some roads will inevitably be done "first", while others will not. It's a process.

Planned projects over the next five years (and some beyond) are as shown on the attached 5 Year Plan. This is a living document, which includes key data, such as:

--Project list per calendar (not fiscal) year because construction season is spring-fall.

--Sources of funding

--Cumulative expense calculations from year to year

--Tables at the bottom to better describe projects planned for a specific area or region

The Director will further explaining the spreadsheet during the presentation.

Measure U allows jurisdictions to leverage revenues through a bond issuance, which allows more streets to be fixed faster by borrowing against future revenues. Since it is less costly to maintain roads that are in good condition, it is actually less expensive in the long run to bond, fix the roads, and then maintain them (even while paying interest on the bonds) than it is to "pay as you go" (fix the roads slowly as the revenues occur).

NVTA staff will be present to describe one possible bonding scenario, based on borrowing $70M in late 2027. This is not the only scenario, and the bond amount recommended will ultimately be based on a number of factors, including Board goals, interest rates, the state of the municipal bond market, resources to deliver the projects, etc. However, this scenario will give the Board a sense of what could potentially be accomplished, including improvement to the PCI, and what spending then looks like in later years. We will also be able to compare this to a non-bonding strategy. Staff will return in mid-2027 with a recommended bonding proposal prepared in coordination with NVTA and County staff, financial advisors, and debt advisory committee input.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

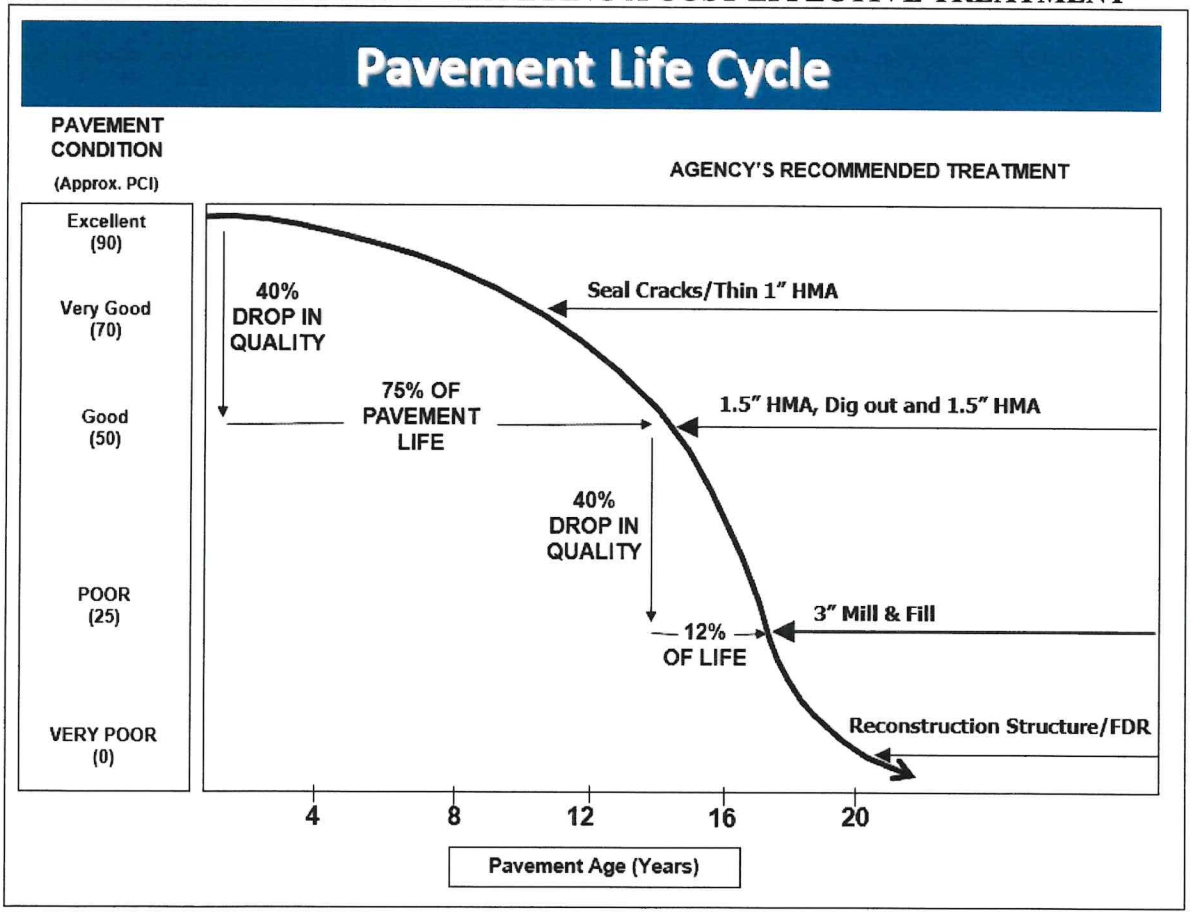
ENVIRONMENTAL DETERMINATION: This presentation is for information only and is therefore not a project as defined by CEQA.

VI. PAVEMENT MANAGEMENT STRATEGIES

Once the Pavement Condition Index (PCI) was calculated for all PMP segments, budget analyses and workload predictions could be initiated. These predictions relied on a pavement deterioration curve developed by the MTC. This curve outlines how a pavement's PCI changes as it ages.

Research has shown that the life cycle of pavement follows a specific pattern over time (refer to Figure 5 (below), although it's not to scale). Pavement typically starts its life in excellent condition and remains that way for a few years without needing maintenance. However, as time goes on, the pavement condition gradually deteriorates, with the rate of deterioration increasing significantly after the pavement reaches its halfway point of life. This continued deterioration leads to an increase in the quantity and cost of maintenance needed to rehabilitate the pavement. It's at this halfway point that the County must carefully consider options for pavement repair and maintenance.

Figure 5
PAVEMENT MANAGEMENT – APPLYING A COST EFFECTIVE TREATMENT



We need to consider essential questions: Is the investment in preventive maintenance justified when compared to the potential costs of not making these repairs? Should we wait until the pavement reaches a severe state of disrepair before taking action? The answers to these questions, as well as the questions themselves, depend on the specific pavement segment in question. As illustrated in Figure 4 above, there are clear benefits to addressing pavement issues before they

County of Napa Public Works Dept.
Roads Five-year Paving Plan

2025/2026 ('26 construction)			2026/2027 ('27 Construction)			2027/2028 ('28 Construction)		
Measure U	Budget	Miles	**Measure U**	Budget	Miles	**Measure U**	Budget	Miles
Deer Park Rd.	$ 4,800,000	4.0	**Pueblo Pocket (w/NSD)(Table 1) Year 2**	$ 3,000,000	2			
Glass Mtn. Cross	$ 114,000	0.1	Atlas Peak Rd. (SR 121 to Hardman); joint project with Napa Water Dept.	$ 1,000,000	0.2	**Airport Business Park (Table 2)**	$ 9,280,299	6.8
White Cottage	$ 2,600,000	3.7	Ridgeway Dr. (Westgate to end)	$ 23,762	0.1	**Silverado Trail (ST) No. of Oakville Cross (Table 5)**	$ 7,117,274	9.8
College	$ 900,000	0.8	Design $$ for 2028/2029 Bond projects	$ 1,500,000	N/A	**Circle Oaks and Wooden Valley (Table 9)**	$ 3,217,125	5.1
			Berryessa Knoxville Rd. (SR 128 to SF Loop Rd.) match for FLAP 2	$ 1,000,000	5.1	Butts Canyon Rd (James Creek to Snell)	$ 5,488,603	2.8
South Kelly Rd. (joint project w/ AmCan)	$ 1,000,000	0.2				Pope Canyon Rd. (Pope Creek Bridge to 9000' east)	$ 988,800	1.7
Pueblo Pocket (w/NSD)(Table 1)Year 1	$ 3,000,000	2.4	Redwood Rd. (BV Rd. to MVR); also Forest; partner with City	$ 2,250,000	2.5	American Canyon Rd. (dig outs & HMA); also have $150K left over from '22 work)	$ 1,626,213	1.8
						Spring Mtn. Rd. (upper section; PG&E in '26)	$ 1,000,000	1.1
			Sanitarium	$ 2,300,000	1.7	Petrified Forest Rd.	$ 681,307	1.5
						Bennet (10 year)	$ 757,155	2.0
			Roads paving:			Evey Rd.	$ 675,838	0.6
Measure U Returned from FEMA	$ 2,518,555		Lokoya		0.8	3rd Ave. & 4th Ave.	$ 3,000,000	3.8
Measure U Revenue Projected	**$ 13,618,555**		Atlas Peak Rd. (half mile)		0.5	Coombsville Rd. (City Limit to WHVR)	$ 2,115,632	1.6
Total Measure Spend	**$ 12,414,000**		**Measure U Revenue Projected**	**$ 9,500,000**		North Ave. (2nd to 3rd)	$ 91,324	0.1
SB 1			**Total Measure Spend**	**$ 11,073,762**		Hagan Rd. (Vichy to End)	$ 1,828,396	1.0
Imola Ave.	$ 350,000	0.4	**SB 1**			Berryessa Knoxville Rd. (SR 128 to SF Loop Rd.) match for FLAP 2	$ 1,000,000	5.1
Solano Ave. (with ACO20 $)	$ 1,500,000	N/A	Annual Guardrail contract	$ 250,000				
Milton Rd. Culvert	$ 500,000	N/A	Bridge Maintenance (Lodi, Bale, Loma Vista)	$ 2,000,000		**Measure U Revenue Projected**	**$ 38,400,000**	
Annual Guardrail contract	$ 1,000,000	N/A	Annual Striping Contract	$ 200,000		**Total Measure Spend**	**$ 38,867,966**	
Bridge Maintenance (BPMP Match)($570K total cost)	In CIF	N/A	**HSIP 11 ST Safety Projects	$ 500,000		**SB 1**		
Annual Striping Contract	$ 200,000	N/A				Annual Guardrail contract	$ 750,000	
Trancas St	$ 1,500,000	0.5	Match for Imola SS4A and South County Station Grant	$ 560,000		Bridge Maintenance	$ 750,000	
Diamond Mtn. Rd. ($325K from PG&E, $100K from SB 1, rest from Road Ops)	$ 682,200	2.2	**HSIP 11 Guardrails at: ST (near Sage Canyon and Picket), Deer Park, Howell Mtn., Petrified Forest, Tubbs $1,150,000 CIF)			Annual Striping Contract	$ 200,000	
						**HSIP 12 Guardrails: Oak Knoll (6), Larkmead (3), Howell Mtn. Rd. (5), White Cottage (2), Oakville Cross (6), Deer Park (1)	$ 200,000	
SB 1 Revenue Expected	**$ 4,000,000**		**SB 1 Revenue Expected**	**$ 4,000,000**		**SB 1 Revenue Expected**	**$ 4,000,000**	
Total SB 1 Spend	**$ 5,732,200**		**Total SB 1 Spend**	**$ 3,510,000**		**Total SB 1 Spend**	**$ 1,900,000**	
Total Ms. U + SB 1 Revenue	**$ 17,618,555**		**Total Ms. U + SB 1 Revenue**	**$ 13,500,000**		**Total Ms. U + SB 1 Revenue**	**$ 42,400,000**	
Total Ms. U + SB 1 Spend	**$ 18,146,200**		**Total Ms. U + SB 1 Spend**	**$ 14,583,762**		**Total Ms. U + SB 1 Spend**	**$ 40,767,966**	
Excess (deficit) with carryover			**Excess (deficit) with carryover**	**$ (1,083,762)**		**Excess (deficit) with carryover**	**$ 548,272**	

County of Napa Public Works Dept.
Roads Five-year Paving Plan

ACO20								
Solano Ave. (City line to Town Line)	$ 4,000,000	2.3						
Partrick Rd. (1781 to recent overlay)	$ 2,000,000	0.9						
Devlin Rd. (Soscol Ferry to Chevron)	$ 1,500,000	0.5	**Other**			**Bridges**		
Other			Airport Rd. (Airport Fund + Zone 1)	$ 1,000,000	0.3			
Tower Rd. (joint project with AmCan) (Zone 1)	$ 1,600,000	0.5	Wall Rd. (FEMA slide repair);CIF cash flow	$ 2,148,098	0.2	Garnett (Greenwood Ave.) Bridge repair	$ 3,610,000	0.2
Roads Department								
Redwood Rd. MPM 2.3	Storm Funded in '25	N/A						
Sunnyside (Sanitarium to Mund))	$ 163,100	0.8						
Lower Chiles Rd.	$ 1,360,150	3.5						
Pope Valley Rd.	$ 275,000	0.5						
Pope Canyon Rd.	$ 275,000	0.5						
Totals	**$ 29,319,450**	23.79		**$ 17,731,860**	13.4		**$ 44,377,966**	45

County of Napa Public Works Dept.
Roads Five-year Paving Plan

2028/2029 ('29 Construction)			2029/2030 ('30 Construction)			Next (not in any particular order)		
Measure U	Budget	Miles		Budget	Miles		Budget	Miles
Carneros (Table 4)	$ 5,927,782	7.6	Spring Mtn. Rd. & Langtry Rd. (partial)	$ 1,000,000	1.0			
Angwin & Deer Park (Table 3)	$ 4,280,163	4.4	Conn Valley Rd. (partial)	$ 1,000,000	1.0	Foster Road (Golden Gate to city limit)	$ 1,056,697	0.7
Silverado Trail (ST) So. of Oakville Cross (Table 6)	$ 8,364,160	10.9	Mt. Veeder Rd. (7,000' No. of Redwood to 140000' No. of Redwood)	$ 426,371	0.4	Chiles Pope Valley Rd. (Pope Canyon Rd to 8300' south)	$ 2,475,099	1.6
Dry Creek & Mt. Veeder (Table 7)	$ 4,564,121	6.4	Mt. Veeder Rd. (14,000'No. of Redwood to Lokoya	$ 1,396,418	1.6	Coombsville and Hedgeside Side Streets	$ 4,000,000	
Atlas Peak & Soda Canyon (Table 8)	$ 4,896,392	6.4	Mt. Veeder Rd. (Lokoya to 7,000' No. of Lokoya)	$ 1,264,660	1.3	Small Side Streets off SR 29 and ST North of Deer Park Rd.	$ 3,000,000	
Oakville Crossroad (& maybe Money Rd.)	$ 4,000,000	2.5						
Oakville Grade (SR 29 to Dry Creek)	$ 1,829,936	3.3						
Linda Vista	$ 1,111,207	0.8	State Lane	$ 815,312	1.0			
Stice Lane	$ 219,982	0.2	Glass Mtn. (partial)	$ 1,000,000	1.0			
Inglewood Ave.	$ 500,000	0.6						
Pachateau Rd.	$ 568,831	0.5						
White Sulphur Springs (Resort sign to east side of bridge)	$ 96,604	0.2						
Bella Oaks Ln.	$ 75,682	0.2						
Chiles Pope Valley Rd. (Pope Canyon to 27000' No. of Pope Canyon)	$ 2,475,099	0.9						
Capell Cross Rd.	$ 14,107	0.1						
Golden Gate Dr.	$ 3,136,442	1.3						
Kirkland Ranch Rd. (Polson Rd. to 12)	$ 239,115	0.4						
Measure U Revenue Projected	**$ 39,200,000**		**Measure U Revenue Projected**	**$ 3,900,000**				
Total Measure Spend	**$ 42,299,623**		**Total Measure Spend**	**$ 6,902,761**			**$ 10,531,796**	
SB 1			**SB 1**					
Annual Guardrail contract	$ 750,000		Annual Guardrail contract	$ 750,000				
Bridge Maintenance (concrete repairs)	$ 750,000		Bridge Maintenance (concrete repairs)	$ 750,000				
Annual Striping Contract	$ 200,000		Annual Striping Contract	$ 200,000				
SB 1 Revenue Expected	**$ 4,000,000**		**SB 1 Revenue Expected**	**$ 4,000,000**				
Total SB 1 Spend	**$ 1,700,000**		**Total SB 1 Spend**	**$ 1,700,000**				
Total Ms. U + SB 1 Revenue	**$ 43,200,000**		**Total Ms. U + SB 1 Revenue**	**$ 7,900,000**				
Total Ms. U + SB 1 Spend	**$ 43,999,623**		**Total Ms. U + SB 1 Spend**	**$ 8,602,761**				
Excess (deficit) with carryover	**$ (251,351)**		**Excess (deficit) with carryover**	**$ (954,112)**				
	$ 43,999,623	49.3		**$ 8,602,761**	7.3			

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Roads Five-year Paving Plan

Table 1	From	To						
Pueblo Pocket (with NSD Sewer project) 2026								
Barbara Rd.	Sherry	City Limit	0.1	$ 105,213				
Carol Dr.	Redwood Rd.	Janette Dr.	0.2	$ 50,000				
Ethel Porter Dr.	Sandra Dr.	Linda Vist	0.4	$ 100,000				
Geneva Ct.	Pamela	End	0.1	$ 25,000				
Janette Ct.	Janette Dr.	End	0.1	$ 20,079				
Janette Dr	Carol	Kathleen	0.2	$ 558,635				
Joyce Ct.	Sandra Dr.	End	0.1	$ 25,000				
Kathleen Dr.	Carol	City Limit	0.1	$ 267,031				
Lonnie Dr.	Ethel Porter	Ruth	0.1	$ 123,269				
Marjorie Dr.	Ruth	Ethel Port	0.1	$ 131,227				
Mary C. Dr.	Sandra Dr.	Ethel Port	0.1	$ 25,000				
Nancy Ct.	Sandra Dr.	End	0.1	$ 25,000				
Noelle Way	Janette Dr.	Kathleen	0.1	$ 25,000				
Pamela Dr.	Carol	Marjorie	0.1	$ 25,000				
Ruth Dr.	Lonnie	Marjorie	0.1	$ 68,417				
Sandra Dr.	Mary C	Verna	0.2	$ 50,000				
Susan Ct.	Sandra Dr.	End	0.1	$ 25,000				
Verna Dr.	Solano Ave.	End	0.1	$ 25,000				

County of Napa Public Works Dept.
Roads Five-year Paving Plan

Pueblo Pocket (with NSD Sewer project) 2027								
Alberta Dr.	Barbara	Norma	0.1	$	82,157			
Burnette Ct.	City Limit	End	0.1	$	25,000			
Corandado Ave	City Limit	City Limit	0.1	$	24,811			
Carol Dr.	Janette Dr.	West Pueblo	0.3	$	50,000			
Delpha Dr	Margo	Norma	0.2	$	50,000			
Edith Ct.	South end	North end	0.1	$	75,510			
Geraldine Ct.	City Limit	Gerald	0.1	$	75,154			
Margo Ct	Delpha Dr.	N. end	0.1	$	25,000			
Morlan Dr.	City Limit	End	0.1	$	25,000			
Norma Dr.	West Pueblo	Alberta	0.1	$	111,092			
Partrick Ct.	Depha	End	0.1	$	70,372			
Rancho Dr.	West Park	West Puel	0.2	$	250,000			
Sherry Dr.	City Limit	City Limit	0.1	$	85,023			
Thomas Dr.	Janette Dr.	West Puel	0.2	$	237,467			
West Pueblo	Solano Ave.	Rancho	0.1	$	18,977			
			4.4	**$**	**2,879,434**			
Table 2								
Airport Business Park 2028								
Airpark Road	Airprort Blvd.	Technology						
Airpark Rd.	Skyway	Devlin						
Alexis Court	Technology Way	End						
Aviation Way	Airprort Blvd.	End						
Café Court	South Kelly	End	0.2	$	395,627			
Devlin Road	Airport Blvd.	500 Devlir	0.1	$	437,260			
Devlin Road	400 Devlin (Sheehy Ct.)	Airport Blv	0.1	$	64,510			
Devlin Road	221 Devlin	400 Devlir	0.1	$	33,894			
Devlin Road	600' So. Of Airpark	Tower Rd.	0.1	$	88,776			
Executive Court	Executive Way	End	0.2	$	322,342			
Gateway Drive	Airprort Blvd.	Technolog	0.4	$	479,017			
Gateway Rd. East	Devlin Rd.	End	0.6	$	1,244,531			
Green Island Road	City limit	End	0.2	$	150,517			
Morris Court	Technology Way	End	0.1	$	91,200			
North Kelly Rd.	SR 12	SR 29	0.2	$	163,102			
Sheehy Court	Devlin Rd.	End	0.2	$	186,474			
South Kelly Rd.	SR 12	SR 29	1.3	$	766,542			
Technology Court	Technology Way	End	0.1	$	105,414			
Technology Way	Airpark Rd.	1430' west of Gateway West	0.9	$	3,106,863			
Technology Way	Gateway Rd. West	1430' west of Gateway West	0.2	$	113,402			
			1.1	$	972,135			

County of Napa Public Works Dept.
Roads Five-year Paving Plan

Table 3			0.1	$	77,290
Angwin & Deer Park 2029			0.3	$	246,760
Mariposa Drive (Sky Oaks to end)	Sky Oaks	End	0.3	$	234,643
McReynolds Ct .	McReynolds Dr	End	**6.8**	**$**	**9,280,299**
Rosehaven	Sanitarium	End			
Other Streets dependent on PG&E undergrounding					
			0.1	$	217,220
			0.1	$	43,132
Table 4			0.1	$	19,811
Carneros 2029			4.1	$	4,000,000
Bay View Ave.	Las Amigas	End	**4.4**	**$**	**4,280,163**
Buchli Station	Las Amigas	End			
Dealy Lane	Old Sonoma Rd.	Henry			
Duhig Rd.	SR 121	Neuschwander			
Duhig Rd.	Neuschwander	Las Amigas	0.6	$	400,000
Duhig Rd.	Las Amigas	County Line	0.7	$	860,545
Las Amigas	Cuttings Wharf	Bayview	1.1	$	704,591
Los Carneros	SR 121	Withers	0.7	$	407,185
Los Carneros	Withers	Cuttings Wharf	1.5	$	1,054,926
Middle Ave.	Los Carneros	Cuttings Wharf	1.1	$	1,064,802
Neuschwander	Duhig	End	0.3	$	197,683
South Ave.	Los Carneos	End	0.4	$	572,046
Withers	Los Carneros	Cuttings W	1.0	$	165,434
			0.2	$	309,363
			0.2	$	62,824
			0.2	$	101,840
			0.2	$	26,543
			7.6	**$**	**5,927,782**
Table 5					
Silverado Trail North of Oakville 2028					
Silverado Trail	Oakville Cross	Skellinger	0.9	$	654,191
Silverado Trail	Zinfandel	5500' So. Of Howell Mtn. Rd.	1.0	$	535,698
Silverado Trail	5500' So. Of Howell Mtn. Rd.	1540' So. Of HMR	0.8	$	400,506
Silverado Trail	Howell Mtn. Rd.	Deer Park Rd.	1.7	$	1,009,890
Pratt Ave.	ST	Middle of Bridge	0.1	$	4,004
Silverado Trail	Deer Park Rd.	Glass Mtn.	1.0	$	601,211
Silverado Trail	Glass Mtn.	Bale Lane	1.9	$	2,110,478
North Fork Crystal Springs	Crystal Springs Rd.	End	0.5	$	220,095
Silverado Trail	Bale Lane	Larkmena d Lane	1.2	$	1,129,284
Picket Rd.	ST	End	0.7	$	451,917
			9.8	**$**	**7,117,274**

County of Napa Public Works Dept.
Roads Five-year Paving Plan

Table 6									
Silverado Trail South of Oakville 2029									
Silverado Trail	Trancas	Hardman	1.4	$	955,454				
Petra Dr.	Silverado Trail	End	0.4	$	400,000				
Silverado Trail	Hardman	Oak Knoll	2.1	$	1,435,145				
Silverado Trail	Oak Knoll	Yountville Cross	4.6	$	2,321,089				
Silverado Trail	Yountville Cross	Oakville Cross	2.4	$	3,252,472				
			10.9	**$**	**8,364,160**				
Table 7									
Partrick, Dry Creek & Mt. Veeder 2029									
Dry Creek Rd.	8638' So. Of Oakville Grade	Oakville Grade	1.6	$	1,037,029				
Dry Creek Rd.	Oakville Grade	Bridge at Creek	1.1	$	785,035				
Dry Creek Rd.	4730' No. of Orchard	10,235' No. of Orchard	1.1	$	1,627,438				
Mt. Veeder School Rd.	Mt. Veeder Rd.	End	0.4	$	114,619				
Wall Rd.	Dry Creek Rd.	End	2.2	$	1,000,000				
			6.4	**$**	**4,564,121**				
Table 8									
Atlas Peak and Soda Canyon 2029									
Estee Ave.	Mckinley	Hardman	0.6	$	906,432				
Atlas Peak Rd.	2720' No. of Westgate	10,720' No. of Westgate	1.5	$	989,960				
Old Soda Springs Rd.	Atlas Peak	End	0.6	$	500,000				
Soda Canyon Rd.	Loma Vista	Bridge at Soda Creek	2.1	$	1,000,000				
Soda Springs Rd.	Soda Canyon Rd.	End	0.5	$	500,000				
Loma Vista	Soda Canyon Rd.	End	1.1	$	1,000,000				
			6.4	**$**	**4,896,392**				
Table 9									
Circle Oaks & Wooden Valley 2028									
Blackwood Ct.	Sunnyhill	End	0.1	$	114,100				
Dogwood Ct.	Ridgecrest	End	0.1	$	53,420				
Beechwood Ct	Ridgecrest	End	0.1	$	157,918				
Country Club Lane	Circle Oaks	Cottonwood	0.1	$	305,165				
Ridgecrest Dr.	50 Ridgecrest	Country Club Lane	0.4	$	351,832				
Wooden Valley Rd.	SR 121	School	1.1	$	431,323				
Wooden Valley Rd.	2.5 Mi. So. Of School	Wooden Valley Cross Rd.	2.3	$	1,033,545				
Wooden Valley Rd.	Wooden Valley Cross	County Line	0.9	$	769,822				
			5.1	**$**	**3,217,125**				



BOS 3/10/26 Roads
5 Year Work Plan

A Tradition of Stewardship
A Commitment to Service

5-Year Work Plan (2026-2030)

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- Project selection made through data driven decisions
  - The Pavement Management Plan
  - StreetSaver
  - PCI went from 45 in 2020 to 56 now
  - County is in 50th percentile of 100 Bay Area
  - Emphasis on incorporating Complete Streets concepts for all travelers where practical
- Projects supplemented by other funds (SB 1, County CIPF, FEMA, FHWA, HBP, STIP, HSIP, PG&E)
- Pay as we go, until Measure U Bonds can be sold

2025 Measure T Projects

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A Commitment to Service

Paving

- Silverado Trail (South of SR 128 to Zinfandel)**
- Bale, Lodi & West Zinfandel Lanes
- Big Ranch Road (north of Oak Knoll)
- Wooden Valley Road (MPM 3.25-5.25)
- Wooden Valley Crossroad
- Circle Oaks Drive & Sunnyhill Lane
- Cuttings Wharf Rd.

**Rumble strip Safety project

2025 Non-Measure T Projects

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Paving

- Gordon Valley Road
- Upper Whitehall Lane
- Langtry Lane
- Trancas Ave.

Others:

- Storm Repairs (10 sites)
- Annual Striping and Guardrail Maintenance
- Bridge Maintenance (Dunaweal, Crystal Springs, Larkmead, Ragatz)
- Chiles Pope Culvert Repairs
- Dry Creek Bridge replacement

2026 Projects

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First, a tutorial: Reading the spreadsheet

- Deer Park Rd. & College/White Cottage
- Glass Mtn. Cross, Sunnyside
- Lower Chiles Valley Rd.
- South Kelly Rd. (with AmCan) and Tower Rd.
- Solano Ave.
- Partrick Rd.
- Devlin Rd. (Soscol Ferry to Chevron station)
- Pueblo pocket (with Napa San)
- Imola (with City of Napa)

2026 Projects

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Others

- Annual Striping and Guardrail Maintenance
- HSIP 11 ST Intersection improvements at Oak Knoll/Zinfandel/ Strawberry Patch (includes safety elements)
- Milton Rd. culvert and levy maintenance
- Campbell Creek restoration (subject to federal funding)
- Wall Rd. (FEMA, 2019 slide repair)
- Berryessa Knoxville Rd. (partial)
- Stone bridge on Conn Creek (accident damage)

Storm Repairs

- Redwood Rd. 5.31
- Redwood Rd. 2.3
- Rossi Rd. Bridge
- Mt. Veeder 4.35
- Wall Rd. (2 locations)
- White Sulphur Springs (Creek erosion and uphill slide)
- Diamond Mtn. Rd. (uphill slide)

2027 Measure U Projects

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- Pueblo Pocket (w/NSD) Phase 2 and storm drain coverings
- Atlas Peak Rd. (SR 121 to Hillcrest; with City of Napa Water Dept.) & small uphill section; with Ridgeway Dr.
- Berryessa Knoxville Road (SR 128 to Spanish Flat Loop Rd – match for FLAP 2)
- Design 2028/2029 Bond funded projects
- Redwood Rd. (partner with City)
- Sanitarium
- Lokoya

Others

- Annual Striping and Guardrail Maintenance
- Bridge Maintenance (Lodi, Bale & Loma Vista)
- HSIP 12 Guardrails

Bonding with Measure U: Agency Bonds

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- Assumes $70M Bond sale in early 2028
- NVTA-TA may issue Agency Bonds for the purpose of financing any Agency's projects
- The sizing and amount of Agency Bonds is limited to capacity within each individual Agency's program resources
- Debt service, and other costs relating to Agency Bonds will be borne by the Agencies that received the bond proceeds
- Debt service on Agency Bonds will not be deducted from Net Receipts for purposes of determining the total amount of Net Receipts Available for Agency Distribution

Bonding Key Assumptions

One Illustrative Scenario

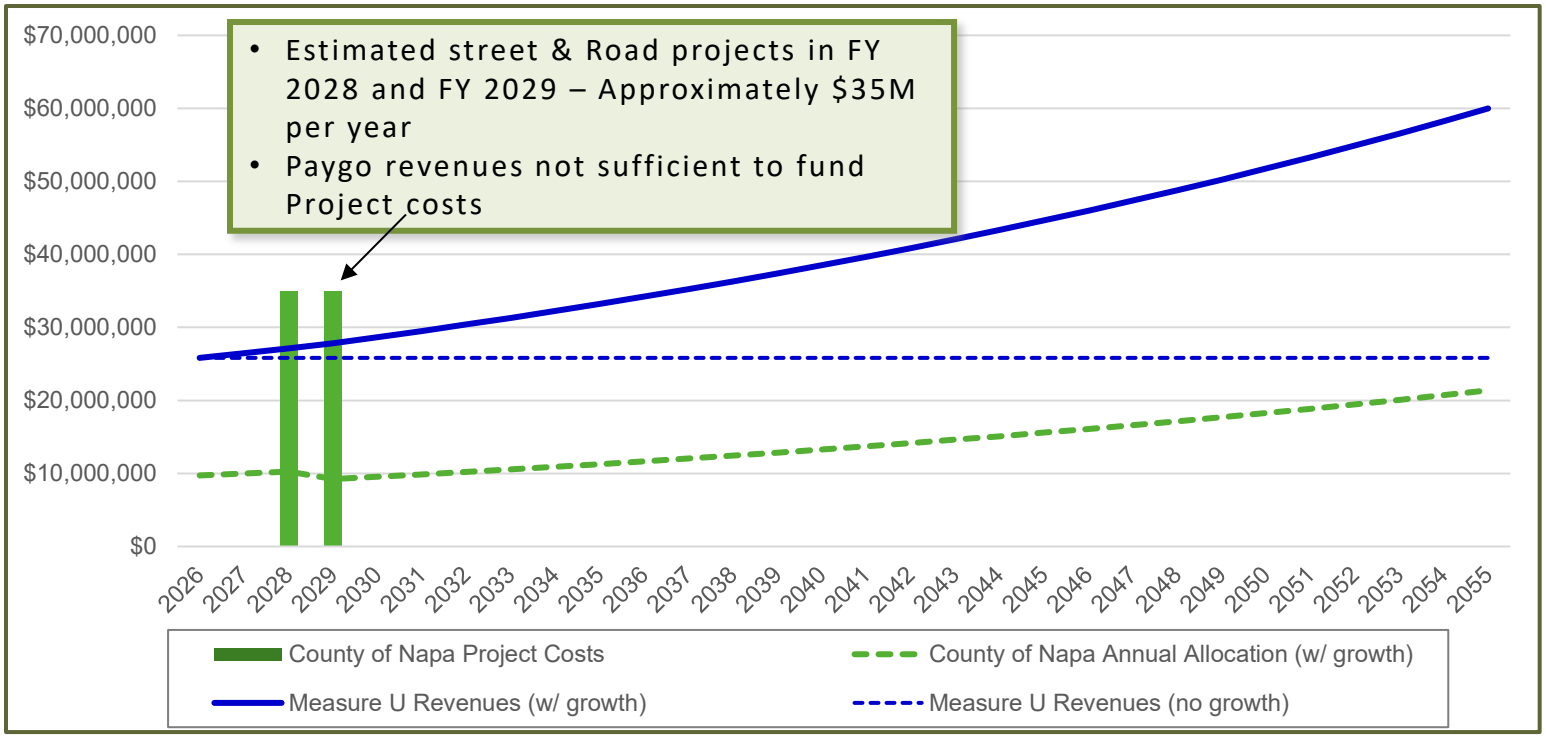
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A Commitment to Service

- **Issuer:** Napa Valley Transportation Authority
  - On behalf of the County
- **Issuance:** Senior Sales Tax Revenue Bonds
- **Rating:** Estimated AA-category ratings
- **Size:** $70M (County portion)
  - Model assumes NVTA issues up to their cap of $50M (Regional portion) in tandem with the County offering
  - Total bond offering would include NVTA bonds + Agency bonds
- **Sale Timing:** Early 2028
- **Borrowing Rate:** AA National Revenue Bond interest rates as of early March 2026 plus 50bps of interest rate cushion (4.56%)
- **Term:** Final Maturity in 2055 (term of Measure U)

County Of Napa Agency Bonds

A Tradition of Stewardship
A Commitment to Service

EXPENDITURE PLAN & AGENCY ALLOCATIONS		
(A)	Estimated Net Receipts Available for Agency Distribution in FY 2028	$26,594,891
(B)	Net Receipts Available for Agency Distribution (County of Napa %)	38.5%
(A) * (B)	Net Receipts Available for County of Napa Distribution	$10,239,033



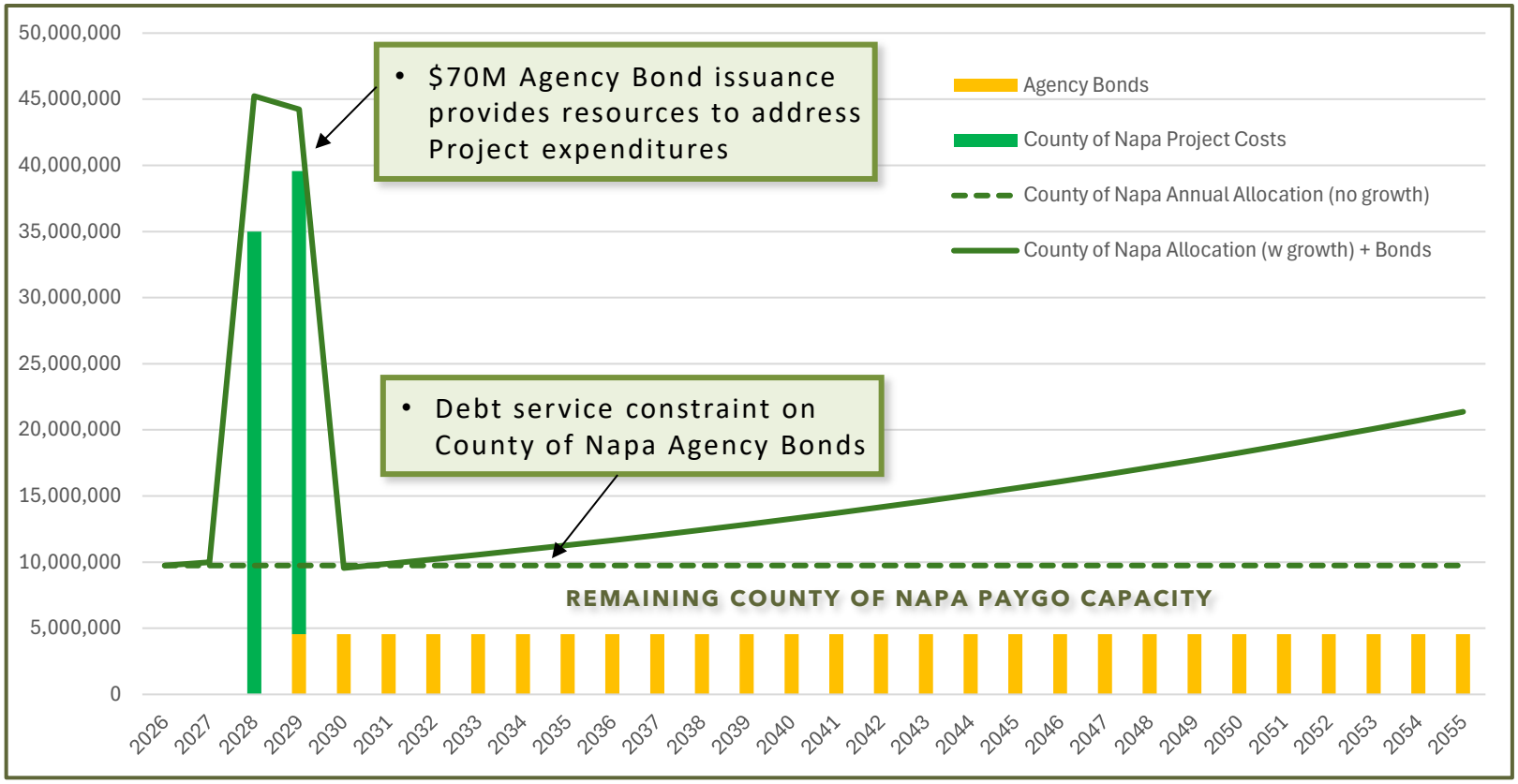
Notes:

1. Net Receipts Available for Agency Distribution are based on the FY 2025 Measure U sales tax revenue estimated value at the time of preparing the Expenditure Plan and assumed annual growth of 2%-3% less estimated NVTA-TA administration and RTEP PAYGO & Bonds

County Of Napa Agency Bonds

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Debt service, and other costs relating to Agency Bonds will be borne by the individual Agency whose project benefited from bond proceeds



Notes:

1. Net Receipts Available for Agency Distribution are based on the FY 2025 Measure U sales tax revenue estimated value at the time of preparing the Expenditure Plan and assumed annual growth of 2%-3% less estimated NVTA-TA administration and RTEP PAYGO & Bonds
2. Annual debt service on Agency Bonds assumes a single $70M issuance (for the County of Napa projects) in FY 2028 with a 4.56% interest rate (March 2026 market conditions plus interest rate cushion) and a term consistent with the term of the Measure U tax

County Of Napa Agency Bonds: Estimated Annual Debt Service and Paygo

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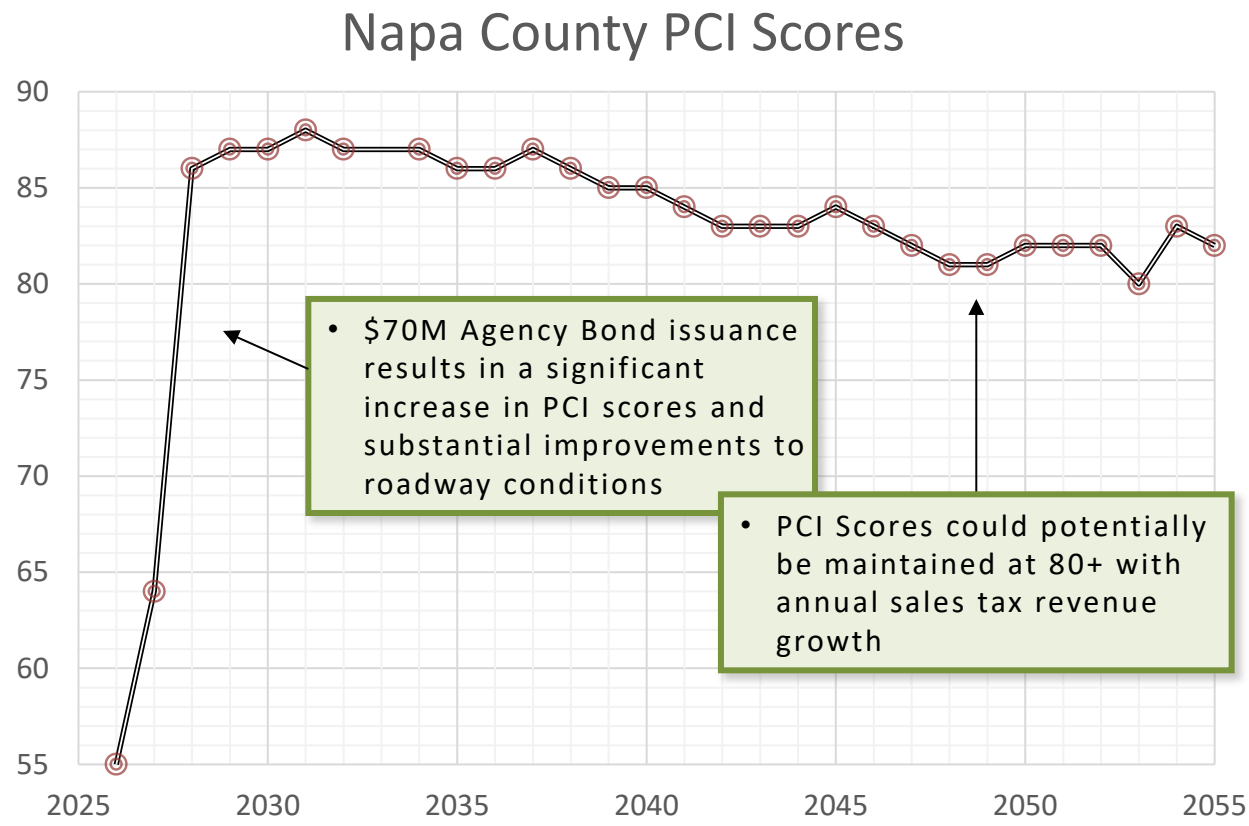
Fiscal Year	Total Net Revenues Available for Distribution	County of Napa Share (38.5%) of Net Revenues (with growth)	County of Napa Share (38.5%) of Net Revenues (no growth)	Agency Bonds				Net Paygo (growth) Annual Allocation *Plus:* Bond Proceeds *Less:* Debt Service	Net Paygo (no growth) Annual Allocation *Plus:* Bond Proceeds *Less:* Debt Service
				Bond Proceeds	Bond Debt Service	Bond Coverage (with growth)	Bond Coverage (no growth)		
2026	$25,313,400	$9,745,700	$9,745,700					$9,745,700	$9,745,700
2027	25,946,235	9,989,300	9,745,700					9,989,300	9,745,700
2028	26,594,891	10,239,033	9,745,700	$35,000,000				45,239,033	44,745,700
2029	24,002,594	9,240,999	9,745,700	35,000,000	$4,560,037	2.03 x	2.14 x	39,680,962	40,185,663
2030	24,820,387	9,555,849	9,745,700		4,560,037	2.10 x	2.14 x	4,995,812	5,185,663
2031	25,662,713	9,880,145	9,745,700		4,560,037	2.17 x	2.14 x	5,320,108	5,185,663
2032	26,530,310	10,214,169	9,745,700		4,560,037	2.24 x	2.14 x	5,654,132	5,185,663
2033	27,423,934	10,558,215	9,745,700		4,560,037	2.32 x	2.14 x	5,998,178	5,185,663
2034	28,344,367	10,912,581	9,745,700		4,560,037	2.39 x	2.14 x	6,352,544	5,185,663
2035	29,292,413	11,277,579	9,745,700		4,560,037	2.47 x	2.14 x	6,717,542	5,185,663
2036	30,268,901	11,653,527	9,745,700		4,560,037	2.56 x	2.14 x	7,093,490	5,185,663
2037	31,274,683	12,040,753	9,745,700		4,560,037	2.64 x	2.14 x	7,480,716	5,185,663
2038	32,310,639	12,439,596	9,745,700		4,560,037	2.73 x	2.14 x	7,879,559	5,185,663
2039	33,377,673	12,850,404	9,745,700		4,560,037	2.82 x	2.14 x	8,290,367	5,185,663
2040	34,476,718	13,273,536	9,745,700		4,560,037	2.91 x	2.14 x	8,713,499	5,185,663
2041	35,608,735	13,709,363	9,745,700		4,560,037	3.01 x	2.14 x	9,149,326	5,185,663
2042	36,774,712	14,158,264	9,745,700		4,560,037	3.10 x	2.14 x	9,598,227	5,185,663
2043	37,975,668	14,620,632	9,745,700		4,560,037	3.21 x	2.14 x	10,060,595	5,185,663
2044	39,212,653	15,096,872	9,745,700		4,560,037	3.31 x	2.14 x	10,536,835	5,185,663
2045	40,486,748	15,587,398	9,745,700		4,560,037	3.42 x	2.14 x	11,027,361	5,185,663
2046	41,799,066	16,092,640	9,745,700		4,560,037	3.53 x	2.14 x	11,532,603	5,185,663
2047	43,150,753	16,613,040	9,745,700		4,560,037	3.64 x	2.14 x	12,053,003	5,185,663
2048	44,542,990	17,149,051	9,745,700		4,560,037	3.76 x	2.14 x	12,589,014	5,185,663
2049	45,976,995	17,701,143	9,745,700		4,560,037	3.88 x	2.14 x	13,141,106	5,185,663
2050	47,454,020	18,269,798	9,745,700		4,560,037	4.01 x	2.14 x	13,709,761	5,185,663
2051	48,975,356	18,855,512	9,745,700		4,560,037	4.13 x	2.14 x	14,295,475	5,185,663
2052	50,542,332	19,458,798	9,745,700		4,560,037	4.27 x	2.14 x	14,898,761	5,185,663
2053	52,156,317	20,080,182	9,745,700		4,560,037	4.40 x	2.14 x	15,520,145	5,185,663
2054	53,818,721	20,720,208	9,745,700		4,560,037	4.54 x	2.14 x	16,160,171	5,185,663
2055	55,530,998	21,379,434	9,745,700		4,560,037	4.69 x	2.14 x	16,819,397	5,185,663
TOTALS:	**$1,099,645,922**	**$423,363,721**	**$292,371,000**	**$70,000,000**	**$123,121,000**			**$370,242,721**	**$239,250,000**

Notes:

1. Net Receipts Available for Agency Distribution are based on the FY 2025 Measure U sales tax revenue estimated value at the time of preparing the Expenditure Plan and assumed annual growth of 2%-3% less estimated NVTA-TA administration and RTEP PAYGO & Bonds
2. Annual debt service on Agency Bonds assumes a single $70M issuance (for the County of Napa projects) in FY 2028 with a 4.56% interest rate (March 2026 market conditions plus interest rate cushion) and a term consistent with the term of the Measure U tax

County Of Napa PCI Scores
Assuming Sales Tax Revenue Growth

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A Commitment to Service

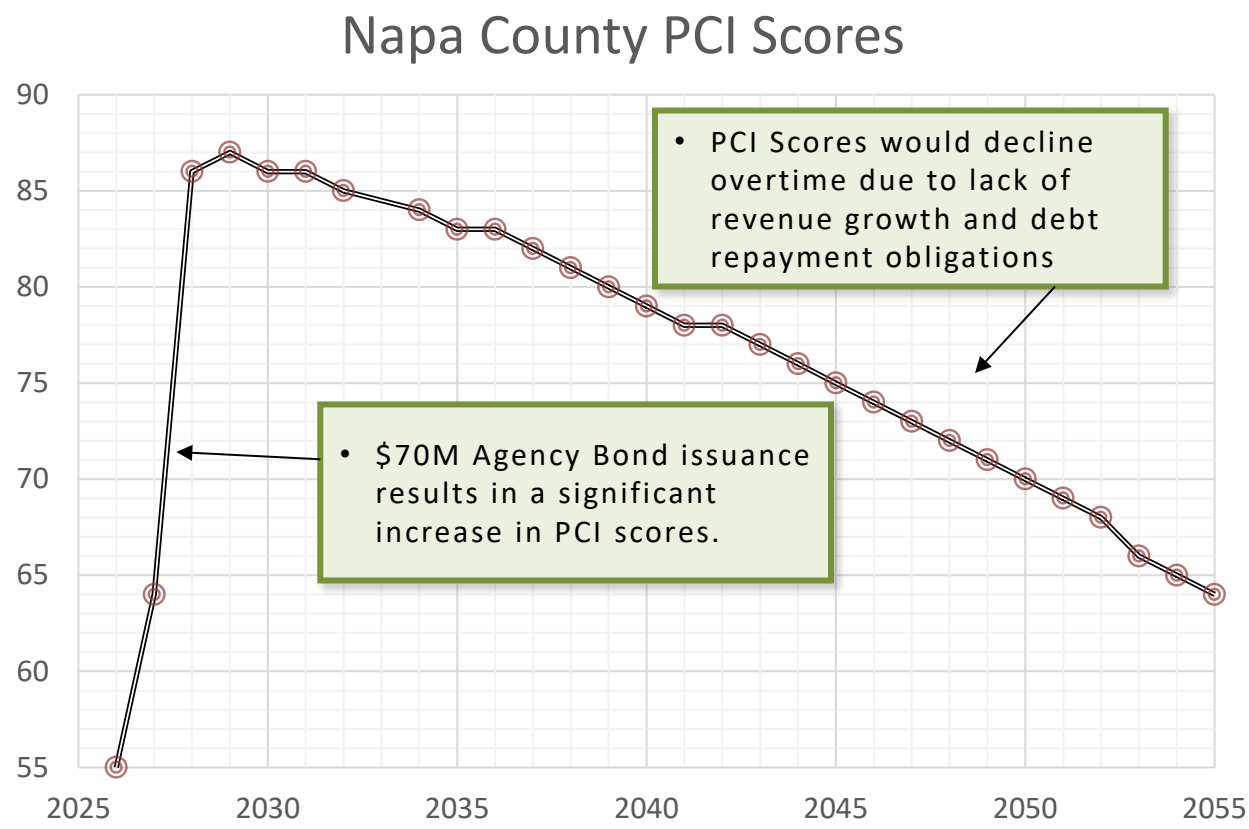


Notes:

1. Using StreetSaver, pavement condition projections begin in 2025 with a baseline PCI of 55. With the addition of $70 million in bond funding allocated to county projects, the network PCI is projected to improve and peak at 88. Under these conditions, the model indicates the system could maintain a PCI above 80 over time, assuming annual revenue growth of 2–3%. The StreetSaver model also assumes 5% interest and inflation rates, with 25% of the annual budget dedicated to preventive maintenance (PM) strategies to help preserve pavement conditions and extend the life of the roadway network.

County Of Napa Agency Bonds Assuming No Sales Tax Revenue Growth

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A Commitment to Service



Notes:

1. Using StreetSaver, pavement condition projections begin in 2025 with a baseline PCI of 55. With the addition of $70 million in bond funding allocated to county projects, the network PCI is projected to increase and peak at 87. Over time, PCI scores are projected to decline without growth in sales tax revenues to offset debt repayment obligations. The StreetSaver model assumes 5% interest and inflation rates, with 25% of the annual budget dedicated to preventive maintenance (PM) to help preserve pavement conditions and extend the life of the roadway network.

2028 Projects (w/bonding)

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Note: Will update PMP in 2026, some projects may change

- Airport Business Park package
- Butts Canyon/Pope Canyon
- American Canyon Rd.
- Spring Mtn. Rd./Petrified Forest
- Circle Oaks package
- Coombsville package
- Silverado Trail (North of Oakville)
- Wooden Valley Road

Others

  - Annual Striping and Guardrail Maintenance
  - Bridge Maintenance
  - HSIP 12 Guardrails

2029 Projects (w/bonding)

- Carneros package
- Angwin package
- Oakville Cross & Grade
- Partrick & Dry Creek (partial)
- Mt. Veeder Rd. (partial)
- Golden Gate Dr.
- Silverado Trail (South of Oakville)
- Soda Canyon package

Others

  - Annual Striping and Guardrail Maintenance
  - Bridge Maintenance
  - HSIP 12 Guardrails

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2030 Projects

- Spring Mtn. (partial)
- Conn Valley (partial)
- Mt. Veeder Rd. (partial)
- McGary Rd.
- State Lane
- Glass Mtn. (partial)

Others

  - Annual Striping and Guardrail Maintenance
  - Bridge Maintenance
  - HSIP 12 Guardrails

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A Commitment to Service

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 3/10/2026 | **File ID #:** 26-197

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building and Environmental Services

REPORT BY: Matthew Ringel, Planner III

SUBJECT: Arrow and Branch Winery Appeal

RECOMMENDATION

Open and move to continue the public hearing for Arrow and Branch Winery (Steven Contursi) appeal, filed by Appellant Water Audit California (WAC or Appellant), concerning the Napa County Planning Commission's decision on December 3, 2025, to adopt the Initial Study/Mitigated Negative Declaration; and approve the Winery Use Permit Major Modification No. P23-00057-MOD submitted by Steven Contursi (Applicant or Arrow and Branch). (No Fiscal Impact.)

(APPELLANT, APPLICANT, AND STAFF REQUEST A CONTINUANCE TO JUNE 2, 2026, AT 9:00 AM.)

BACKGROUND

The matter before the Board involves an appeal filed by Appellant concerning the decisions made by the Napa County Planning Commission on December 3, 2025, to: (1) adopt the Initial Study (IS)/ Mitigated Negative Declaration (MND) and (2) approve Winery Use Permit Major Modification No. P23-00057-MOD for Arrow and Branch Winery.

The approval of Use Permit Major Modification authorizes and includes the following:

(1) an increase in wine production from 30,000 gallons per year to 45,000 gallons per year;

(2) increase employment;

(3) increase daily tours and tastings by appointment only;

(4) increase marketing events;

(5) expansion of an existing winery building to create additional production and accessory space,

construction of an covered terrace with outdoor tasting, installation of an approximately 81,000 gallon process water storage tank; and

(6) reconfiguration of existing parking.

The project is located on an approximately 10.09-acre site within the Agricultural Preserve (AP) zoning district with a General Plan land use designation of Agricultural Resource (AR) at 5215 Solano Ave, Napa, CA 94558; APN: 034-190-040-000.

On December 3, 2025, the Planning Commission voted to approve the project. On December 17, 2025, a timely notice of intent to appeal was filed by Appellant and a timely appeal packet was submitted on January 9, 2026.

The hearing is being opened today to comply with the 90-day scheduling deadline in the County's Appeals ordinance (County Code Chapter 2.88) and all parties request a continuance to June 2nd. Staff presentation and substantive public testimony will not occur at the March 10th meeting. Applicant, Appellant and Staff all support the continuance which will allow the parties an opportunity to explore whether a compromise can be reached that would resolve the appeal.

Documents associated with the Winery Use Permit Major Modification No. P23-00057-MOD and this appeal record (No. P26-00012-APL) are available for review in the Napa County Department of Planning, Building and Environmental Services, and at: 1195 Third St, Ste 210, Napa, California.

PROCEDURAL REQUIREMENTS

1. Chair introduces and opens the public hearing.

2. Motion by a Board member, second by another Board member, and a vote by the Board to continue the hearing to June 2, 2026, at 9:00 AM.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Where is it budgeted?	All County staff costs associated with this Appeal will be fully reimbursed by the Applicant on a time and materials basis as set in County Fee Policy 80.060.
Is it Mandatory or Discretionary?	Mandatory

Consequences if not approved:	The Applicant and the Appellant will be unable to explore a potential resolution.

ENVIRONMENTAL IMPACT

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

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:** 3/10/2026 | **File ID #:** 26-418

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

RECOMMENDATION

SUPPLEMENTAL ITEM

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2); (1 matter).