Napa County

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

Agenda - Final

Tuesday, June 16, 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://napa.legistar.com/Calendar.aspx

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) **26-65**

Attachments: Pet of the Week (Asta) (added after meeting)

4. CONSENT CALENDAR

Clerk of the Board

A. Approval of minutes from the June 2, 2026 regular meeting. (No Fiscal Impact) **26-104**

Attachments: June 2, 2026

B. Approval of a Proclamation recognizing June 2026 as "Gun Violence Awareness Month" in Napa County. (No Fiscal Impact) **26-1188**

Attachments: Proclamation

C. Reappoint Bernardo Narvaez, for a third term, to represent the Public at Large to the Napa County Veterans' Commission with terms of office to commence immediately and expire on March 31, 2030. (No Fiscal Impact) **26-1248**

Attachments: Narvaez Application

Corrections

D. Approve Amendment No. 4 to Agreement 190201B with California Forensic Medical Group, Inc., dba Wellpath Management, Inc to extend the term of the Agreement on a month-to-month basis beginning July 1, 2026 for a maximum of six months to provide health care services to incarcerated persons in custody to the Napa County Detention and Rehabilitation Center and youth housed at Juvenile Justice and Skyline Academy. (Fiscal Impact: $3,819,800 Expense; General Fund; Budgeted; Mandatory) **26-1066**

Attachments: Agreement

County Counsel

E. Approve and authorize Amendment No. 1 to Agreement 230103B with Hyas Group, LLC now doing business as Fiduciary Consulting Group, adjusting the scope and increasing the contract maximum from $37,000 to $72,000. (Fiscal Impact: $35,000 Expense; Deferred Compensation Board of Control; Budgeted; Discretionary) **26-1220**

Attachments: Agreement

F. Approve and authorize seven (7) legal services agreements for general liability defense legal services with the following firms: Allen, Glaessner, Hazelwood, & Werth, LLP; Bertrand, Fox, Elliott, Osman + Wenzel; Hawkins Parnell & Young, LLP; Lozano Smith, LLP; McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP; Porter Scott Attorneys; and Renne Public Law Group, with annual contract maximums ranging from $250,000 to $500,000, with terms from July 1, 2026, to June 30, 2029, with the possibility of a one-time two (2) year extension at the option of County Counsel. (Fiscal Impact: $3,250,000 Expense; Risk Management Fund; Budgeted; Discretionary) **26-1256**

Attachments: Liability Counsel Firm Descriptions
Allen Glaessner Agreement
Bertrand Fox Agreement
Hawkins Parnell Agreement
Lozano Smith Agreement
McNamara Firm Agreement
Porter Scott Agreement
RPLG Agreement
Exhibit D PRISM Defense Counsel Standards

County Executive Office

G. Adopt a Resolution appointing Chief Human Resources Officer Christine Briceño as the new County Representative to the Public Risk Innovation, Solutions, and Management (PRISM) Board. (No Fiscal Impact; Discretionary) **26-1200**

Attachments: Resolution

H. Approval of a Budget Amendment to increase appropriations in the amount of $295,000 for salaries in the County Executive Office to cover the payroll for the remainder of the fiscal year. (Fiscal Impact: $295,000 Expense; General Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-1251**

County Fire Department

I. Approve and authorize Agreement No. 270027B with the Town of Yountville for the term through June 30, 2028 with a maximum compensation amount of $2,058,005 for fire protection services. (Fiscal Impact: $2,058,005 Revenue; Fire Fund; Budgeted; Discretionary) **26-1068**

Attachments: Agreement

District Attorney

J. Adopt a Resolution authorizing the District Attorney to enter into a revenue agreement with the California Victim Compensation Board in the amount of $55,000 per fiscal year for the term July 1, 2027 through June 30, 2029 to pursue restitution from convicted individuals to reimburse the State of California Victims of Crime Fund. (Fiscal Impact: $55,000 Revenue; General Fund; Budgeted; Discretionary) **26-1069**

Attachments: Resolution

Napa Berryessa Resort Improvement District

K. Approve a Budget Amendment increasing appropriations in the Napa Berryessa Resort Improvement District (District) operations budget from the reimbursement of USDA Reserve Funds in the amount of $250,000. (Fiscal Impact: $250,000; Napa Berryessa Resort Improvement District Fund; Budget Reallocation; Discretionary) [4/5 vote required] **26-1009**

Probation

L. Approve and authorize Amendment No. 1 to Agreement No. 260006B with the University of Cincinnati Research Institute to extend the term through June 30, 2026 to develop program surveys to assist the County in assessing the performance of its youth programming. (Fiscal Impact: $15,000 Expense; State Realignment Funds; Budgeted; Discretionary) **26-1039**

Attachments: Agreement

M. Approve and authorize Agreement No. 260298B with L.E. Professional Standards Training for the term July 1, 2026 through June 30, 2027, with a contract maximum of $56,000 each fiscal year, to provide law enforcement training. (Fiscal Impact: $56,000 Expense; General Fund; Budgeted; Discretionary) **26-1051**

Attachments: Agreement

N. Approve and authorize Amendment No. 1 to Agreement No. 260076B with Sonoma County for the term from July 1, 2026 through June 30, 2030, with a with a contract maximum of $153,000, to provide care and housing for court-ordered youth. (Fiscal Impact: $153,000 Expense; General Fund; Budgeted; Mandatory) **26-1243**

Attachments: Agreement

O. Approve a Budget Amendment to reallocate appropriations in the amount of $150,000 for salaries in Probation's Juvenile Hall to cover the payroll for the remainder of the fiscal year. (Fiscal Impact: $150,000 Expense; General Fund; Reallocation of Budget between Divisions; Discretionary) [4/5 vote required] **26-1247**

Public Works

P. Approve and authorize Agreement No. 260391B with MGE Engineering, Inc., for a maximum of $491,895 to provide design and engineering services for the 555 Wall Road Storm Repair Project, RDS 19-67; and approve Budget Amendment. (Fiscal Impact: $491,895 Expense; Roads Fund; Budgeted but additional $80,000 Expense needed for the completion of the project; Discretionary) [4/5 vote required] **26-1093**

Attachments: Budget Summary
Agreement

Q. Approve the Plans and Specifications for the "Redwood Road MPM 5.41 Project, RDS 26-22"; 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) **26-1112**

Attachments: Budget Summary

R. Approve and authorize Communications Use Lease Agreement No. 260389B with The United States of America, acting through the Bureau of Land Management, Department of the Interior (BLM), for the term June 16, 2026, through December 31, 2039, with no rental fee, located at the Mt. St. Helena Communications Site. (No Fiscal Impact, Discretionary) **26-1124**

Attachments: Agreement

S. Approve and authorize Amendment No. 2 to Agreement No. 240283B with Bureau Veritas increasing the contract maximum from $1,205,925 to $1,230,925 for additional construction management and project closeout support services associated with the Chiles Pope Valley Bridge Replacement Project. (Fiscal Impact: $25,000 Expense; Roads Fund; Budgeted; Discretionary) **26-1150**

Attachments: Agreement
Budget Summary

T. Approve the Plans and Specifications for the "2026 Annual Guardrail Repair, RDS 26-12"; approve and authorize Amendment No. 1 to Maintenance Agreement No. 8632; 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) **26-1194**

Attachments: Budget Summary
Agreement

U. Approve the Plans and Specifications for the "White Sulphur Spring Rd Slide Repair", RDS 26-37; 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) **26-1210**

V. Approve and authorize Agreement No. 270055B with Bell Products, Inc. for a maximum contract amount of $412,931 per fiscal year to perform maintenance and inspection services of the heating, ventilation and air conditioning systems at various County buildings for a three-year term of July 1, 2026 to June 30, 2029, with two one-year automatic renewal options. (Fiscal Impact: $412,931 Expense; Included in fiscal year 2026-27 recommended budget; Various Funds; Discretionary) **26-1231**

Attachments: Agreement

W. Approve the Plans and Specifications for the "550 Wall Road Landslide Repairs", RDS 26-38; 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) **26-1241**

Sheriff

X. Approve and authorize Amendment No. 1 of Agreement No. 240159B with Signal 88, LLC for inmate watch security services. (Fiscal Impact: $130,000 Expense; General Fund; Budgeted; Discretionary) **26-1213**

Attachments: Agreement

Y. Approve and authorize removing depreciated, obsolete, and unusable capital assets from the Sheriff's Office inventory. (No Fiscal Impact; Discretionary) **26-1219**

Attachments: Capital Asset Removal FY25-26

5. 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)

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

8. ADMINISTRATIVE ITEMS

County Executive Office

A. Accept from the Registrar of Voters the Certificate of Sufficiency for the "Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026" and take related actions. **26-1244**

Attachments: Certificate of Sufficiency
Resolution
Ballot Measure

B. Adopt a Resolution declaring County property located in downtown Napa at 1127 First Street as surplus land in accordance with the California Surplus Lands Act, Government Code Section 54220 et. seq.; and approve and authorize a Budget Amendment to reallocate previously approved appropriation for the "1127 First Tenant Improvement Project" and "1127 First HVAC Replacement" in the total amount of $1,998,946 to the "1st & 2nd Floor Improvement at HOJ Project". (Fiscal Impact:$1,998,946 Expense; Capital Improvement Fund; Budget Reallocation; Discretionary) **26-1245**

Attachments: Resolution
PowerPoint (added after meeting)

9. PUBLIC HEARINGS

County Executive Office

A. Continuation of Public Hearing from June 15, 2026 to accept testimony on the Fiscal Year 2026-27 recommended budget and continue hearing for consideration to June 23, 2026 for adoption. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary) **26-1129**

Attachments: PowerPoint (added after meeting)

B. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for Napa Valley Tourism Improvement District Budget for a total appropriation of $8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary) **26-1134**

Housing & Community Services

C. Conduct a Public Hearing for the County Service Area No. 4 (CSA No. 4) to consider testimony on the Fiscal Year 2026-27 recommended budget for total appropriation of $715,220. (Fiscal Impact: $45,660 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary) **26-1130**

In-Home Supportive Services Public Authority of Napa County

D. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for In-Home Supportive Services for a total appropriation of $1,644,025. (Fiscal Impact: $72,708 General Fund Expense, $72,708 Net Use of In-Home Support Services Public Authority Fund Balance; Budgeted; Discretionary) **26-1137**

Lake Berryessa Resort Improvement District

E. Conduct a Public Hearing to consider testimony on the automatic annual four percent (4%) increase to the T-1 Special Tax for the Lake Berryessa Resort Improvement District Budget, the Fiscal Year 2026-27 recommended budget for a total appropriation of $1,624,610, and to accept the District Engineer's report. (Fiscal Impact: $315,856 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary) **26-1138**

Attachments: Engineer's Report

Monticello Public Cemetery District

F. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Monticello Public Cemetery District for a total appropriation of $112,742 for cemetery operations, and $12,000 for the endowment fund. (Fiscal Impact: $57,665 Net Use of Fund Balance for operations and $9,400 Net Use of Fund Balance for the endowment fund; Monticello Public Cemetery District; Discretionary) **26-1139**

Napa Berryessa Resort Improvement District

G. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Napa Berryessa Resort Improvement District for a total appropriation of $2,209,812. (Fiscal Impact: $5,999 Net Use of Fund Balance; Napa Berryessa Resort Improvement District; Discretionary) **26-1140**

Napa County Groundwater Sustainability Agency

H. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 Recommended Budget for the Napa County Groundwater Sustainability Agency for total appropriations of $2,481,182. (Fiscal Impact: $500,000 General Fund Expense; Napa County Groundwater Sustainability Agency; Discretionary) **26-1135**

Napa County Housing Authority

I. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Napa County Housing Authority Budget for total appropriations of $2,840,215. (Fiscal Impact: $45,152 Net Revenue; Napa County Housing Authority; Discretionary) **26-1136**

Public Works

J. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 assessment of $150,811 for County Service Area No. 3 and adopt a Resolution authorizing the assessment levy. (Fiscal Impact: $150,811 Revenue; County Service Area No. 3; Discretionary) (CONTINUED FROM JUNE 2, 2026) **26-1131**

Attachments: Resolution

K. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for County Service Area No. 3 for a total appropriation of $206,850. (Fiscal Impact: $50,810 Net Use of Fund Balance; County Service Area No. 3; Discretionary) **26-1132**

L. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for Milliken-Sarco-Tulocay Community Facilities District for a total appropriation of $387,635. (Fiscal Impact $119,226 Net Use of Fund Balance; Milliken-Sarco-Tulocay Community Facilities District; Discretionary) **26-1133**

Attachments: Amortization Schedule

Silverado Community Services District

M. Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Silverado Community Services District for a total appropriation of $251,430. (Fiscal Impact: $16,480 Net Use of Fund Balance; Silverado Community Services District; Discretionary) **26-1141**

10. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 23, 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, JUNE 12, 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)

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:** 6/16/2026 | **File ID #:** 26-65

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)

PET OF THE WEEK

‘ASTA’

- Siberian Husky
- Female
- 4 years, 3 months
- 60 pounds
- ID# 52897



Find Asta at:

942 Hartle Ct.
Napa, CA
(707) 253-4382

Go to CountyofNapa.org and search “Pet Adoptions”

Napa County Animal Shelter and Adoption Center

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:** 6/16/2026 | **File ID #:** 26-104

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 June 2, 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, June 2, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

Final-Supplemental

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

   Napa County Farmers Market Executive Director Cara Mae Wooledge led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-64**

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

A. Presentation of a Proclamation recognizing June 2026 as "Pride Month" in Napa County. (No Fiscal Impact) **26-1185**

The Board of Supervisors presented the proclamation.

LGBTQ Connection Director of Training & Technical Assistance Coach Bailie received the proclamation and made presentation.

B. Presentation of a Proclamation recognizing June 2026 as "Elder and Dependent Adult Abuse Awareness Month" in Napa County. (No Fiscal Impact) **26-1187**

Vice-Chair Liz Alessio presented the proclamation.

Health and Human Services Agency Deputy Director of Comprehensive Services for Older Adults Aaron Cadore and Molly's Angels Executive Director Devereaux Smith received the proclamation and made presentation.

5. CONSENT CALENDAR

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

Auditor-Controller

A. Receive and file the Auditor-Controller's Quarterly Compliance Review for the Napa County Housing Authority for the quarter ended March 31, 2026. (No Fiscal Impact) **26-1104**

B. Accept and file the quarterly report of cash and non-cash donations received for the quarter ended March 31, 2026 (Fiscal Impact: Increased Revenues, Discretionary). **26-1143**

Clerk of the Board

C. Approval of minutes from the May 19, 2026 regular meeting. (No Fiscal Impact) **26-1201**

Corrections

D. Approve and authorize Agreement No. 260315B with Fortify Fire Protection for a contract maximum amount of $16,000 per fiscal year to provide testing, inspection, and maintenance services for fire alarms systems at the Napa County Detention and Rehabilitation Center for the term June 2, 2026 to June 30, 2029, with two one-year automatic renewal options. (Fiscal Impact: $16,000 Expense; General Fund; Budgeted; Discretionary) **26-980**

Enactment No: **A-260315B**

E. Adopt a Resolution for reimbursement for administrative costs for the Medi-Cal Inmate Program (MCIP); and approve and authorize Agreement No. 170747B with the California Department of Health Care Services for a maximum up to $20,000 per fiscal year for the term July 1, 2026 to June 30, 2029, to participate in the MCIP. (Fiscal Impact: $20,000 Revenue; General Fund; Discretionary) **26-1163**

Enactment No: A-170747B; R-2026-53

County Counsel

F. Acknowledgment of withdrawal for record keeping purposes only of the appeal filed by Water Audit California, concerning Arrow and Branch Winery and 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 for record keeping purposes. (No Fiscal Impact) **26-1107**

G. Approve a Budget Amendment to increase appropriations in the Conflict Public Defender Budget for indigent defense costs. (Fiscal Impact: $100,000 Expense; General Fund; Not Budgeted; Mandatory) [4/5 vote required] **26-1169**

H. Approve and authorize Amendment No. 4 to Agreement No. 230362B with Logikcull Systems, Inc. for Logikcull Discovery Solution software and document hosting effective July 1, 2026, and extend the term to June 30, 2027, with a renewal date of July 1, 2027. (No Fiscal Impact) **26-1182**

Enactment No: A-230362B Amend. 4

County Executive Office

I. Approve and authorize the allocation of Board of Supervisors' District 3 community grant funds to Pope Valley Farm Center, Calistoga Community Emergency Response Team (Calistoga CERT), Rianda House, Napa Community Animal Response Team (Napa CART), and UpValley Family Centers to provide support and community benefit. (Fiscal Impact: $5,000 Expense; Budgeted; General Fund; Discretionary) **26-1202**

J. Approve out of state travel for Supervisor Anne Cottrell to attend the National Association of Counties (NACo) Annual Conference in New Orleans, LA from July 16-21, 2026. (No Fiscal Impact) **26-1203**

K. Approve and authorize allocation of Board of Supervisors' funds for a bi-lingual community resource and engagement fair for the rural communities of Pope Valley and Berryessa Estates on August 12, 2025. (Fiscal Impact: $488 Expense; Budgeted; General Fund; Discretionary) **26-1208**

County Fire Department

L. Approve and authorize Agreement No. 8714 with the Sonoma Valley Fire District, for the term through June 30, 2031, to ensure an organized response of resources to structure fires and vegetation fires within the Parties agreed automatic aid areas. (No Fiscal Impact) **26-1091**

Enactment No: **A-8714**

Health and Human Services Agency

M. Authorize the Auditor-Controller's Office (ACO) and Purchasing Agent to remove stolen Legacy Trailer #296987 (Asset No. 101837) from County's fixed asset inventory. (No Fiscal Impact) **26-1089**

N. Approve and authorize Amendment No. 2 to Revenue Agreement No. 220360B with Behavioral Health Services Oversight and Accountability Commission to extend the term for an additional year, through December 31, 2027, to enhance the County's partnership and support of school-based mental health programs (No Fiscal Impact) **26-1164**

Enactment No: **A-220360B Amend. 2**

Housing & Community Services

O. Approve a Budget Amendment to increase appropriations in the County Service Area No.4 budget for legal services. (Fiscal Impact $10,000, Fund 2810, Not Budgeted, Discretionary)
[4/5 vote required] **26-1165**

Human Resources – Division of CEO's Office

P. Adopt a Resolution to amend the Table & Index of Classes to implement the Fiscal Year 2026-2027 cost-of-living adjustments for Napa Association of Public Employees, Management, and Confidential employee groups. (Fiscal Impact: $5,930,000 Expense; All Operating Funds; Budgeted; Discretionary) **26-1096**

Enactment No: **R-2026-54**

Probation

Q. Approve and authorize Agreement No. 270004B with National Curriculum & Training Institute Inc. for a contract maximum of $40,000 during the term of July 1, 2026 through June 30, 2027, to provide Certification Training in cognitive-behavioral Crossroads curriculum. (Fiscal Impact: $40,000 Expense; General Fund; Budgeted; Discretionary) **26-1042**

Enactment No: **A-270004B**

R. Approve and authorize Agreement No. 270017B with Davin's Interpreting Service Inc. for a contract maximum of $10,000 per fiscal year and term through June 30, 2029 to provide American Sign Language interpreting and translation services to hearing impaired clients of the Probation Department. (Fiscal Impact; $10,000 Expense; General Fund; Budgeted; Mandatory) **26-1121**

Enactment No: A-270017B

Public Works

S. Approve and authorize Agreement No. 260319B with the City of American Canyon; Agreement No. 260318B with the City of Napa; and Agreement No. 260317B with the Town of Yountville for the County to provide Animal Shelter Services for the term July 1, 2026 through June 30, 3031 with compensation equal to a proportionate share of each jurisdiction's budgeted operating expenses and contributions to fund future capital expenditures. (Fiscal Impact: $2,210,909 Revenue; Animal Shelter Fund; Budgeted for fiscal year 2026-27; Discretionary) **26-1046**

Enactment No: A-260319B; A-260318B; A-260317B

T. Approve the Plans and Specifications for the "West Pueblo Ditch Repair Project, RDS 25-36" 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) **26-1050**

U. Approve the Plans and Specifications for the "Mt. Veeder Road MPM 4.3 and MPM 3.25 Project, RDS 26-24" 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) **26-1099**

V. Approve a Budget Amendment increasing appropriations in the Animal Shelter Operations budget by $104,240, offset by donation revenue and use of existing appropriations in special items. (Fiscal Impact: $104,240; Animal Shelter Operations; Not Budgeted; Discretionary) **26-1115**
[4/5 vote required]

W. Award of Construction Contract to Traffic Limited of Lodi, CA in the amount of $167,301 for the "2026 Road Striping Maintenance Project," RDS 26-17. (Fiscal Impact $167,301 Expense; SB-1 Non-Operating Special Revenue Fund; Budgeted; Discretionary) **26-1142**

X. Approve and authorize Amendment No. 1 to Agreement No. 260125B with Nacht & Lewis Architects, Inc. to increase the contract maximum from $385,020 to $489,366, for architectural and engineering services associated with the Sheriff's Building Maintenance Project; and approve a Budget Amendment. (Fiscal Impact: $104,346; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-1144**

Enactment No: **A-260125B Amend. 1**

Y. Adopt two Resolutions authorizing the filing of an application, acceptance of allocation of funds, and execution of a grant agreement by the Director of Public Works with the California Department of Transportation Aeronautics Division in support of Airport Improvement Program (AIP) 3-06-0162-050-2026 for a State Matching Grant of $21,375 for the Pavement Maintenance Management Plan Update (PW 26-27) and $129,505 for the North GA Ramp Reconstruction Project. (Fiscal Impact: $150,880 Revenue; Airport Capital Improvement Projects Fund; Budgeted; Discretionary) **26-1181**

Enactment No: **R-2026-55; R-2026-56**

Sheriff

Z. Adopt a Resolution reviewing and reaffirming the continued use of certain law enforcement equipment in accordance with California State Assembly Bill 481. (No Fiscal Impact) **26-933**

Enactment No: **R-2026-57**

AA. Approve and authorize Agreement No. 260244B with Genasys Inc. for a maximum contract amount of $42,896 per fiscal year for a five-year term to provide emergency management software and approval of a waiver of competitive bidding and sole source award. (Fiscal Impact: $42,896 Expense; General Fund; Budgeted; Discretionary) **26-1126**

Enactment No: **A-260244B**

6. PUBLIC COMMENT

One (1) person spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland made presentation on the Glassy Wing Sharpshooter.

Discussion held.

Pursuant to Government Code section 53232.3(d), the Board Members reported attending the following committee meetings:

Vice-Chair Liz Alessio:

- **5/21 - Marin Clean Energy Meeting (MCE)**

Chair Amber Manfree:

- **5/20 - Napa Valley Transportation Authority (NVTA)**
- **5/21 SF Bay Conservation & Development Commission (BCDC) (as alternate for Supervisor Belia Ramos**
- **5/27 Metropolitan Transportation Commission (MTC)**

Supervisor Belia Ramos:

- **5/7 SF Bay Conservation and Development Commission (BCDC)**
- **5/8 Association of Bay Area Governments (ABAG) Administrative & Legislative**
- **5/13 Bay Area Toll Authority (BATA) Oversight Committee**
- **5/13 Metropolitan Transportation Commission (MTC) Admin, Programming & Allocations**
- **5/13 Bay Area Housing Finance Authority (BAHFA) Oversight**
- **5/13 Association of Bay Area Governments (ABAG) Housing**
- **5/17-5/20 Association of Bay Area Governments - Metropolitan Transportation Commission (ABAG-MTC) Federal Advocacy Trip (Out of state travel previously approved by the BOS)**
- **5/20-5/21 California State Association of Counties (CSAC) Legislative Conference**
- **5/21 Association of Bay Area Governments (ABAG) Executive Board**
- **5/27 Metropolitan Transportation Commission (MTC), Bay Area Toll Authority (BATA), Bay Area Housing Finance Authority (BAHFA), Service Authority for Freeway and Expressways (SAFE), Bay Area Infrastructure Financing Authority (BAIFA), Bay Area Headquarters Authority (BAHA), Bay Area Infrastructure Financing Authority (BAIFA) Regional Toll Authority**
- **5/27 Association of Bay Area Governments (ABAG) Special Executive Board**
- **5/29 Bay Area Association of Latino Elected and Appointed Officials (BALEO) Conference**
- **6/1 Airport Advisory Commission**
- **6/1 Local Agency Formation Commission (LAFCO)**

Supervisor Joelle Gallagher:

- **5/20-5/22 - California State Association of Counties (CSAC) Legislative Conference**
- **5/22 Latino Leaders Roundtable**
- **5/26 Housing Solutions Summit by Generation Housing**

Referral to staff:

Supervisor Ramos requested a future presentation on the Generation Housing report regarding housing solutions.

Supervisor Joelle Gallagher requested a report after the election on the number of ballots that are counted but not received due to not being postmarked correctly.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

9. ADMINISTRATIVE ITEMS

Health and Human Services Agency

A. Receive a presentation on the Behavioral Health Services Act Integrated Plan and adopt a Resolution for the Board to approve the Plan and authorize the Director of Health and Human Services Agency to make non-substantive revisions to the Plan, if further revisions are requested by the Department of Health Care Services. (No Fiscal Impact) **26-850**

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

Health and Human Services Agency Assistant Deputy Director of Behavioral Health Chelsea Stoner made presentation.

Health and Human Services Agency Project Manager Jennifer Bolyarde made presentation.

Discussion held.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Alessio, Ramos, Cottrell, Gallagher, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2026-58**

County Executive Office

B. Adopt a Resolution amending Section 8 of the County of Napa Policy manual to reflect three sets of administrative changes related to electronic signatures, disruptions to remote access to meetings of the Board of Supervisors, and budgeting for attendance at the Great Wine Capitals general assembly. (No Fiscal Impact, Mandatory) **26-1156**

Legislative and Policy Analyst Andrew Mize made presentation.

Discussion held.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Cottrell, Alessio, Gallagher, Ramos, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2026-59**

County Executive Office & Napa Berryessa Resort Improvement District

C. Approval of and authorization for the Chair to sign a letter requesting waiver of repayment of loans made by Napa County to Napa Berryessa Resort Improvement District (NBRID) in the amount of $5,000,000 pursuant to Government Code Section 25214.4. (Fiscal Impact: $5,000,000; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) **26-1081**

District Engineer Chris Silke made presentation.

Discussion held.

Direction provided to staff.

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

D. Consideration and possible adoption of a Resolution waiving the repayment of loans made to the Napa Berryessa Resort Improvement District (NBRID) in the amount of $5,000,000 pursuant to Government Code Section 25214.4. (Fiscal Impact: $5,000,000; General Fund and Accumulated Capital Outlay; Not Budgeted; Discretionary) [4/5 vote required] **26-1052**

Chief Budget Officer Maiko Klieman made presentation. Discussion held.

Direction provided to staff.

Motion Text: Approve the requested actions.
Voting Yes: Cottrell, Alessio, Gallagher, Ramos, and Manfree
Voting No: None
Recusals: None
Result: Passed
Enactment No: R-2026-60

County Executive Office

E. Approve transmittal of the proposed response to the 2025-26 Grand Jury Report "Fear of ICE in the Valley? Napa County Law Enforcement's Response," to the Presiding Judge of the Napa County Superior Court as prescribed by Section 933 of the Penal Code. (No Fiscal Impact) **26-1008**

Legislative and Policy Analyst Andrew Mize made presentation.

Four (4) people spoke during public comment.

Discussion held.

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

Sheriff

F. Receive a presentation on the Sheriff's Office 2025 Annual Report. (No Fiscal Impact) **26-934**

Sheriff Oscar Ortiz made presentation.

Discussion held.

Direction provided to staff.

10. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))
Name of Case: Julian Contreras v. Napa County Department of Corrections, United States District Court, Northern District of California, Case Number 3:25-cv-07442-TLT **26-1191**

Closed Session held. No reportable action.

B. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))
Name of Case: Phillips v. County of Napa, Napa Superior Court, Case Number 24CV000697 **26-1193**

Closed Session held. No reportable action.

C. SUPPLEMENTAL ITEM **26-1238**
CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6) Agency Designated Representatives: Christine Briceño, Director of Human Resources; Napa County Probation Professionals' Association - Nonsupervisory Unit; and Napa County Probation Professionals' Association - Supervisory Unit

Closed Session held. Direction was given to the designated representative. No reportable action.

11. PUBLIC HEARINGS

Agricultural Commissioner

A. Conduct a public hearing to consider any objections or protests with respect to the assessments proposed for the Winegrape Pest and Disease Control District for FY 2026-27; and adopt a Resolution authorizing and levying assessments for FY 2026-27 on qualifying properties. (Fiscal Impact: $390,000 Revenue; General Fund; Budgeted; Discretionary) **26-943**

Vice-Chair Liz Alessio opened the public hearing.

Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland made presentation.

Vice-Chair Liz Alessio closed the public hearing.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Cottrell, Ramos, Gallagher, and Alessio**
Voting No: **None**
Excused: **Manfree**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2026-61**

Housing & Community Services

B. Conduct a public hearing to consider any objections or protests with respect to the proposed assessment for Fiscal Year 2026-27 for County Service Area No.4 (CSA No.4); and adopt a Resolution authorizing and levying assessments on qualifying property owners in the amount of $14 per planted acre. (Fiscal Impact: $644,554 Revenue County Service Area No.4 Fund, Budgeted, Discretionary) **26-938**

Vice-Chair Liz Alessio opened the public hearing.

Interim Director of Housing and Community Services Emma Moyer made presentation.

Vice-Chair Liz Alessio closed the public hearing.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Gallagher, Ramos, Cottrell, and Alessio**
Voting No:	**None**
Excused:	**Manfree**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2026-01 (NCHA)**

Planning, Building and Environmental Services (PBES)

C. Open and move to continue the public hearing for Hagafen Cellars Winery appeal, filed by Ariane Matschullat/Weathervane Ranch LLC (Appellant), concerning the decisions made by the Napa County Planning Commission on April 1, 2026, to find the project categorically exempt from the California Environmental Quality Act and approve Use Permit Major Modification P19-00121- MOD. (No Fiscal Impact.) **26-1100**

(Appellant, Applicant and staff request a continuance to August 11, 2026, at 9:00 AM.)

Vice-Chair Liz Alessio opened the public hearing.

Planning, Building, and Environmental Services Planning Manager Michael Parker made presentation.

Motion Text:	**Approve the continuance to August 11, 2026, at 9:00 AM.**
Voting Yes:	**Ramos, Cottrell, Gallagher, and Alessio**
Voting No:	**None**
Excused:	**Manfree**
Recusals:	**None**
Result:	**Passed**

Public Works

D. Conduct a public hearing to consider testimony for County Service Area No. 3 on the Fiscal Year 2026-27 assessment of $150,811; and adopt a Resolution authorizing the assessment levy. (Fiscal Impact: 150,811 Revenue; County Service Area No. 3; Discretionary) **26-884**

Vice-Chair Liz Alessio opened the public hearing.

Director of Public Works Steven Lederer made presentation.

Motion Text: Approve the continuance to June 16, 2026, at 9:00 AM.
Voting Yes: Ramos, Cottrell, Gallagher, and Alessio
Voting No: None
Excused: Manfree
Recusals: None
Result: Passed

Silverado Community Services District

E. Conduct a public hearing to consider any objections or protests with respect to special taxes for the Silverado Community Services District; accept the Annual Special Tax Report for Fiscal Year 2026-27; and adopt the recommended maximum special tax totaling $230,026 for Fiscal Year 2026-27. (Fiscal Impact: $230,026 Revenue; Budgeted; Silverado Community Services District; Discretionary) **26-885**

Vice-Chair Liz Alessio opened the public hearing.

Director of Public Works Steven Lederer made presentation.

Vice-Chair Liz Alessio closed the public hearing.

Motion Text: Adopt the Resolution.
Voting Yes: Cottrell, Ramos, Gallagher, and Alessio
Voting No: None
Excused: Manfree
Recusals: None
Result: Passed

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 16, 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:** 6/16/2026 | **File ID #:** 26-1188

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Approval of Proclamation for Gun Violence Awareness Month

RECOMMENDATION

Approval of a Proclamation recognizing June 2026 as "Gun Violence Awareness Month" in Napa County. (No Fiscal Impact)

BACKGROUND

Pursuant to the Board's policy on proclamations, staff have prepared this proclamation to recognize June 2026 as "Gun Violence Awareness Month".

The proclamation is attached. Upon the Board's approval of this item, the proclamation will be presented by the Chair or another Board Member.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

Gun Violence Awareness Month – June 2026

WHEREAS, the safety and well-being of our communities depend upon our collective commitment to preventing violence and protecting human life. Gun violence continues to take a devastating toll across our nation, claiming more than 48,000 lives in 2022 alone. Every day in America, approximately 132 people lose their lives to gun violence, through suicide, homicide, and other preventable acts of violence, leaving lasting impacts on families, schools, workplaces, and communities; and

WHEREAS, no loss strikes deeper than the loss of a child. Firearms are the leading cause of death among youth in the United States. In 2022, more than 2,500 young lives were cut short by gun violence; and

WHEREAS, protecting public safety is a fundamental responsibility of government, and goes hand in hand with respecting the Second Amendment rights of law-abiding citizens. Safety and rights are not in conflict. They are complementary; and

WHEREAS, Rock the Ride USA, co-organized by Rebecca Kotch and survivor Liz Russell, in partnership with Congressman Mike Thompson, brings our community together each year to raise awareness, honor those affected, and support the work of prevention. Their 2026 beneficiaries: Moms Demand Action, Giffords Law Center, Alaina's Voice Foundation, and Brady United, represent the full range of this work: education, mental health, responsible ownership, and community healing; and

WHEREAS, California's story over the past decade is one of progress, hope and hard work. In 2024, the state achieved its lowest rates of firearm death, firearm suicide, and firearm homicide on record. This remarkable progress did not happen by chance. It was driven by strong public policy, community-based violence prevention efforts, and sustained investments in the people and neighborhoods most impacted by gun violence. The results are clear: when communities commit to prevention, lives are saved, families are spared unimaginable loss, and future generations are given the opportunity to thrive; and

WHEREAS, this progress is now at risk. State, local, and federal funding for gun violence prevention is being cut at the very moment it is most needed. The programs that delivered these historic results are facing severe reductions in funding, staffing, and services. Without prompt action, the lives saved in recent years may not reflect the lives that could be lost ahead; and

WHEREAS, Napa County affirms that gun violence is not inevitable, and that lasting progress is achieved when communities come together to promote prevention, support those impacted by violence, and invest in solutions that save lives and strengthen public safety.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 20th day of June, does hereby recognize **June 2026** as **Gun Violence Awareness Month** in Napa County. We call upon residents, organizations, educators, healthcare providers, businesses, and community leaders to work together to promote responsible firearm ownership, support survivors, and invest in proven strategies that save lives. Together, we affirm that every person deserves to live free from the fear of gun violence, and that protecting public safety is a shared responsibility essential to the health, well-being, and future of our communities.

Amber Manfree, Chair

Liz Alesso, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1248

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board of Supervisors

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

SUBJECT: Reappointment to the Napa County Veterans' Commission

RECOMMENDATION

Reappoint Bernardo Narvaez, for a third term, to represent the Public at Large to the Napa County Veterans' Commission with terms of office to commence immediately and expire on March 31, 2030. (No Fiscal Impact)

BACKGROUND

There are currently five openings on the Napa County Veterans' Commission due to expiring terms. The County Executive Office advertised the openings and received one appointment request from Bernardo Narvaez.

On January 30, 2018 the Board of Supervisors adopted Resolution No. 2018-16 creating the Napa County Veterans' Commission.

The purpose of the Commission is to serve as an advocate for people who have served in the Military ("Veterans") and their families by helping them to maintain a good quality of life and to remain independent by increasing awareness of the issues facing Veterans in Napa County and by influencing public policy through regular reports to the Board of Supervisors. The Commission educates and raises awareness to the public, County staff and the Board of Supervisors regarding issues affecting Veterans and their families, including, but not limited to, Veterans' physical and mental health, transportation, benefits, and ways to generally improve the lives of Veterans. Further, the Veterans' Commission makes recommendations to the Board of Supervisor's Legislative Subcommittee regarding needed changes in State law for incorporation into the County's legislative platform.

In order to achieve its general purpose, the Commission shall, among other things:

a. Study, investigate and research Veterans' matters in Napa County and surrounding counties so that services to Veterans can be coordinated and maximized;

b. Review annually the status of Veterans' benefits and services;

c. Submit recommendations to the Board of Supervisors regarding programs, plans, goals, policy, and procedures dealing with Veterans' services;

d. Submit annually a strategic plan outlining focus areas for the subsequent year; and

e. Assist where needed in Veterans' observance days during the year.

The Veterans' Commission shall be comprised of nine individuals as follows: A minimum of five Veterans serving on the Commission and four representatives from the community who fulfill any of the following categories: they are local Veterans, local family members of Veterans, and members of local organizations serving the needs of Veterans. Commissioners shall serve four-year terms.

On March 26, 2019, the Board adopted Resolution No. 2019-44 amending the bylaws to revise the language to reflect that the Commission serves as an advocate for Veterans, not spelled out in the original bylaws. The amendment eliminates the Supervisorial District residency requirement allowing applicants to be ranked according to merit and needs of the Commission, rather than residency, and eliminates the verbiage relating to the startup of the Commission. The amendment also changed the Conduct of Meetings/Order of Business to include:

• Veterans Service Officer Report;

• Veterans Service Office Staff Report;

• Standing Committees Reports; and

• Commissioner's Report

Requested Action:

Reappointment of Bernardo Narvaez to represent the position of At Large to the Napa County Veterans Commission.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Inclusivity & Community

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

March 5, 2026

Bernardo Narvaez
[redacted]
Napa, CA 94559
[redacted]

Re: **Napa County Veterans' Commission**

Dear Bernie:

You have been a valued member of the **Napa County Veterans' Commission**. The term of your position will expire on March 20, 2026. If you wish to request reappointment for another four-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 Veterans' Commission** for the term commencing immediately and expiring March 31, 2030.

==========

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.**

SIGNATURE

04/16/2026
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 Veterans Commission: Submitted

Category of Membership for Which You Are Applying

Local Veteran

Profile

Bernardo (First Name) | (Middle Initial) | Narvaez (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)

Narvaez Insurance	Owner	Insurance Agent
Employer	Job Title	Occupation

Education/Experience

Iraq War Veteran -2009 US Marines- 2004 to 2010; NVC and SRJC with Studies in business and criminal justice.

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

Napa Eye Specialist - Technician

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Insurance Agent

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

Ryan Snider: [redacted]; Kyle Iverson: [redacted]; Albert Aceves: [redacted]

Community Participation

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

As an Iraq war veteran, president of the Napa Marine Corps League, and co-founder of a Veteran based non-profit, I am very familiar with the veteran community. I am part of the veteran community. I regularly participate in veteran-based events and programs and communicate to veterans from various conflict. My experience and knowledge will contribute to the success of the commission.

Nature of activity and community location

Sunrise Rotary- Member; Big Brother with Big Brother/Big Sisters of the Bay Area President; Napa Marine Corps League Co-Founder; Range Day for Veterans. Dissolved Non-Profit BNI Leadership member- Napa Chapter

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

City of Napa Parks and Recreation advisory commission; Napa County Hispanic Chamber of Commerce Board member

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)

Bernie Narvaez

Date

4.16.26

RECEIVED
FEB 08 2018
NAPA COUNTY
EXECUTIVE OFFICE

Bernardo A. Narvaez

[redacted]
Napa, CA 94558

Objective:

I am passionate about helping others and enhancing my knowledge as an Insurance professional. In addition to my profession, I am heavily involved in community service and advocating for Veterans and local business.

Qualifications/License:

Fire & Casualty Broker Agent April 7th 2008 –Present # 0G06871
Accident and Health May 7th 2008– Present # 0G06871
Life-only May 7th 2008-Present # 0G06871
Notary Public – March 7,2015

Work History

Narvaez Insurance Services (President) 2007 - Present

Managing an insurance agency, Implementing Sales Presentations
Developing marketing strategies, Employee training, Market research and Client retention.

Range Day 4 Veterans, Non-Profit Organization 2013- 2016

Co-Founder and Treasurer

Our focus is to help veterans in need. To assist veterans in transition from the military to the civilian life; as well as help in job transition. My responsibility is document compliance, marketing, and veteran outreach.

Team Chevrolet Team Superstores (Sales Associate) 2006 - 2007

Implementing Product knowledge into a professional sales presentation
Helping clients find the right product

Stan Bennett's Health and Fitness (Sales Manager) 2004-2006

Actively selling new memberships, Sales training of new employees
Managing the Gym in the evenings, being top salesmen consistently on monthly basis

United States Marine Corps (Sergeant) 2004-2010

Sergeant of Marines: Experience in personnel management and accountability.
Developed and implemented logistic support for more than 100 Marines
Transported ammunitions and supply to designated areas
Direct supervisor of more than 15 Marines and responsible for their Professional knowledge, behavior and career. I also Trained in various weapon systems, medical evacuation, urban warfare. Many principles learn in service contribute to excelling in many other fields.

Boards, Commissions & Community Service

City of Napa – Parks & Rec Commissioner
Napa County Hispanic Chamber of Commerce – Board Member
Big Brothers/Big Sisters – Currently a Big Brother
President – Napa Marine Corps League
Leadership Napa Valley Graduate - Class #30
Citizens Academy Graduate – Class 3
2017 Veteran of the Year – 4th Assembly District
Host Monthly Veterans gathering continuously for 3 years

References

JT Bikul – Veteran [redacted]
John Ryan Snider – CHP officer [redacted]
Cesar Orozco – Wine Supply Supervisor - [redacted]
Kyle Iverson – NVC Trustee – [redacted]

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:** 6/16/2026 | **File ID #:** 26-1066

TO: Board of Supervisors

FROM: Alexander Alarcón, Interim Director of Corrections

REPORT BY: Anabel Silva, Staff Services Analyst

SUBJECT: Amendment No. 4 to Agreement 190201B with Wellpath Management, Inc.

RECOMMENDATION

Approve Amendment No. 4 to Agreement 190201B with California Forensic Medical Group, Inc., dba Wellpath Management, Inc to extend the term of the Agreement on a month-to-month basis beginning July 1, 2026 for a maximum of six months to provide health care services to incarcerated persons in custody to the Napa County Detention and Rehabilitation Center and youth housed at Juvenile Justice and Skyline Academy. (Fiscal Impact: $3,819,800 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

Napa County entered into Agreement No. 190201B with California Forensic Medical Group, Inc., dba Wellpath Management, Inc., On December 18th, 2018, to provide specialized medical services. Amendment No. 1, approved in 2020, modified the payment schedule from quarterly to monthly. Amendment No. 2, approved in 2022, increased compensation to support recruitment and retention of qualified medical staff. Amendment No. 3, approved in 2025, increased compensation and added 5.925 Full Time Equivalent medical staff positions to support operational needs.

To ensure continuity of medical services at the Detention and Rehabilitation Center, Juvenile Justice Center, and Skyline Academy, it is necessary to extend the current agreement on a temporary month-to-month basis while the County completes the process necessary to establish long-term service arrangements. Approval of this amendment will provide for uninterrupted medical services and operational continuity during the interim period.

Requested Action:

Approve Amendment No. 4 to Agreement 190201B with California Forensic Medical Group, Inc., dba Wellpath Management, Inc., to extend the term of the Agreement on a month-to-month basis beginning July 1, 2026, for a maximum of six months.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Corrections 1400004
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	There is potential State revenue offset for some of the Probation's Juvenile Hall medical services, but the General Fund will absorb the remainder of these costs.
Consequences if not approved:	Providing medical services within the county jail and Juvenile Hall is a state mandate
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 190201B
AMENDMENT NO. 4

THIS AMENDMENT NO. 4 TO NAPA COUNTY AGREEMENT NO. 190201B is made and entered into as of this 1st day of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CALIFORNIA FORENSC MEDICAL GROUP, INC., doing business as "Wellpath Management, Inc". a California corporation, whose mailing address is 3911 Sorrento Valley Blvd., Ste, 130 San Diego, CA 92121, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITAL

WHEREAS, on December 18, 2018, COUNTY and CONTRACTOR entered into Agreement No. 190201B to provide specialized services, as authorized by Government Code Section 31000, in order to provide health care services to inmates in custody of the Napa County Department of Corrections and wards housed at the Juvenile Justice Facility; and

WHEREAS, on November 17, 2020, entered into Amendment No.1 to Agreement No. 190201 B to amend the Agreement to change the method of payment from quarterly to monthly; and

WHEREAS, on June 4, 2022, COUNTY and CONTRACTOR entered into Addendum No. I to Agreement No. 190201B to add COVlD-19 Testing of Napa County Staff including employees from the Corrections Department, Probation Department, Juvenile Hall and employees of any other County Department who requires COVID-19 testing, subject to the same terms and conditions contained within the Original Agreement and as set forth below; and

WHEREAS, on October 18, 2022, COUNTY and CONTRACTOR entered into Amendment No. 2 to Agreement No. 190201B to increase the monthly payment by the amount of $69,688 for inmate health services in order to attract and retain staff in the current competitive hiring environment commencing November 1, 2022; and

WHEREAS, on May 1, 2025, COUNTY and CONTRACTOR entered into Amendment No. 3 to Agreement No. 190201B to increase the monthly payment by the amount of $131,565.75 for inmate health services, adding 5.925 FTE medical staff commencing May 1, 2025, and to extend the term of the Agreement and increase the monthly payment by the amount of $15,398 commencing on July 1, 2025; and

WHEREAS, COUNTY and CONTRACTOR now desire to enter into Amendment No. 4 to Agreement No. 190201B to extend the term of the Agreement for an additional 6 months on a month-to-month basis.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 190201B as follows:

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

Term of the Agreement. The term of this Amendment to the Agreement shall commence on the date first above written and shall continue on a month-to-month basis thereafter, automatically renewing at the end of each month for a maximum of 6 months.

2. Paragraph 9 of the Agreement is amended to read in full as follows:

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

3. Paragraph 10 of the Agreement is amended to read in full as follows:

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

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

5. Paragraph 29 is hereby added to this Agreement as follows:

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.

IN WITNESS WHEREOF, this Amendment No. 4 of Napa County Agreement No. 190201B as of the date first above written.

CALIFORNIA FORENSIC MEDICAL GROUP, INC

By Grady J. Bazzel
GRADY JUDSON ("JUDD") BAZZEL, M.D,
President

CALIFORNIA FORENSIC MEDICAL GROUP, INC

By Richard Medrano, MD
RICHARD MEDRANO, M.D,
Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair of the Board of
Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Corey S. Utsurogi* Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: May 14, 2026	_____ Deputy Clerk of the Board	

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

Signature: Grady J. Bazzel
Grady J. Bazzel (Jun 4, 2026 15:46:16 CDT)
Email: jbazzel@zenovacare.com

_____
STEVEN WICKLANDER
Deputy Director

Signature: Richard Medrano, MD
Richard Medrano, MD (Jun 4, 2026 17:54:05 PDT)
Email: rmedrano@wellpath.us

Napa - CFMG Amend 4 6.4.2026

Final Audit Report 2026-06-05

Created:	2026-06-04
By:	Marcey Groves (Marcey.groves@countyofnapa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Dj-70rsgCnpZzjZZ9vFGXbPztqMVBT9

"Napa - CFMG Amend 4 6.4.2026" History

Document created by Marcey Groves (Marcey.groves@countyofnapa.org)
2026-06-04 - 6:18:19 PM GMT

Document emailed to jbazzel@zenovacare.com for signature
2026-06-04 - 6:18:23 PM GMT

Document emailed to rmedrano@wellpath.us for signature
2026-06-04 - 6:18:23 PM GMT

Email viewed by rmedrano@wellpath.us
2026-06-04 - 6:18:27 PM GMT

Email viewed by jbazzel@zenovacare.com
2026-06-04 - 6:26:32 PM GMT

Signer jbazzel@zenovacare.com entered name at signing as Grady J. Bazzel
2026-06-04 - 8:46:14 PM GMT

Document e-signed by Grady J. Bazzel (jbazzel@zenovacare.com)
Signature Date: 2026-06-04 - 8:46:16 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Signer rmedrano@wellpath.us entered name at signing as Richard Medrano, MD
2026-06-05 - 0:54:03 AM GMT

Document e-signed by Richard Medrano, MD (rmedrano@wellpath.us)
Signature Date: 2026-06-05 - 0:54:05 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-06-05 - 0:54:05 AM GMT

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1220

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Susan B. Altman, Deputy County Counsel

SUBJECT: Amendment No. 1 to Agreement 230103B with Hyas Group, LLC

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement 230103B with Hyas Group, LLC now doing business as Fiduciary Consulting Group, adjusting the scope and increasing the contract maximum from $37,000 to $72,000. (Fiscal Impact: $35,000 Expense; Deferred Compensation Board of Control; Budgeted; Discretionary)

BACKGROUND

On July 26, 2022, after recommendation from Napa County's Deferred Compensation Board of Control, the County entered into Agreement 230103B with Hyas Group, LLC, for financial advisory services for the County's Deferred Compensation 457, 401(a) and Obra retirement plans (Plans). The Hyas Group now is doing business as the Fiduciary Consulting Group (FCG), a business within Morgan Stanley Institutional Investment Advisor LLC.

On April 24, 2018, the County entered into Agreement 180190B with Mass Mutual, which was subsequently purchased by Empower Trust Company, LLC, as the County’s deferred compensation plan recordkeeper. The contract for two 3-year terms is expiring in February 2027. Therefore, the County will be issuing a Request for Proposals (RFP) for deferred compensation plan recordkeeping services. Due to the complexity and highly sensitive nature of this service, the County’s Deferred Compensation Board of Control is seeking professional assistance to conduct this RFP and is requesting the services of FCG. FCG is an expert in this process, is aware of all recordkeepers currently providing comparable services, and is a fiduciary to the County’s plan. The Deferred Compensation Board is confident FCG will be unbiased and will have the best interest of the County and participants as their top priority and is recommending an amendment to their contract to include this additional service.

Therefore, the County now seeks to adopt Amendment No. 1 to the Agreement to adjust the scope of work and

fee schedule so that Fiduciary Consulting Group can assist the Deferred Compensation Board of Control with its RFP for record keeping services for the County's Plans. The amendment will also increase the Agreement by a maximum of $35,000. The revenue share from the Plans are restricted to administering and maintaining the employee plans. These funds will pay for the cost increase of the Agreement, and is currently included in the recommended budget for Fiscal Year 2026-27.

Requested Action: Approve and authorize Amendment No. 1 to Agreement 230103B with Hyas Group, LLC now doing business as Fiduciary Consulting Group, adjusting the scope and increasing the contract maximum by $35,000.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2190 - Deferred Compensation Board of Control
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Deferred Compensation Plan receives revenue share from the plan to cover administrative costs. These funds are restricted to administering and maintaining the employee plan and are held in Fund 2190. Utilizing a subject matter expert for this complex service is part of the fiduciary responsibility of the Board of Control.
Is the general fund affected?	No
Future fiscal impact:	This cost is reflected in the fiscal year 2026-27 recommended budget.
Consequences if not approved:	The County would have to conduct an RFP without the subject matter expertise and could possibly miss some very key components to a future recordkeeper of the County Deferred Compensation Plans
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 230103B
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is effective as of May 1, 2026 through April 30, 2027 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the Fiduciary Consulting Group, a business within Morgan Stanley Institutional Investment Advisor LLC, whose business address is 9755 SW Barnes Road, Suite 660 Portland, OR 97225, hereinafter referred to as "CONTRACTOR";

RECITALS

WHERAS, Hyas Group, LLC ("Hyas") and Client are parties to that certain Consulting Services Agreement dated July 1, 2022 (the "Agreement" or Napa County Agreement No 230103B). As of April 2025, Hyas Group operates as Fiduciary Consulting Group, a business within Morgan Stanley Institutional Investment Advisors LLC.

WHEREAS, the Agreement allows for CONTRACTOR to provide financial consulting advisement services to the Napa County Deferred Compensation Board of Control regarding its deferred compensation plans (hereinafter "Plans"); and

WHEREAS, COUNTY desires to have CONTRACTOR and CONTRACTOR agrees to expand its scope of work to advise COUNTY on its Request for Proposal ("RFP") process to select a provider for Record Keeping Services for the Plans; and

WHEREAS, to compensate CONTRACTOR for the additional scope of work, COUNTY and CONTRACTOR agree that the maximum amount of the contract needs to be increased.

NOW, THEREFORE, COUNTY Amend the Agreement as follows:

TERMS

1. Exhibit "A" shall include Addendum 1 to Exhibit "A" attached hereto and incorporated by this reference herein. All references to Exhibit "A" in the Agreement shall include Addendum 1 to Exhibit "A" as of the effective date of this Agreement.

2. In Consideration of CONTRACTOR's fulfillment of advising COUNTY on an RFP to select a Record Keeper, COUNTY shall pay Contractor an additional thirty-five thousand dollars ($35,000) for the services described in Addendum 1 to Exhibit "A". The maximum amount of this project Amendment is $35,000.

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Fiduciary Consulting Group, a business within Morgan Stanley Institutional Investment Advisor LLC

By: _____
Jayson Davidson, Managing Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman*, Deputy Date: May 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOPKINS Clerk of the Board of Supervisors By: _____

ADDENDUM NO. 1 TO EXHIBIT A

PROJECT SCOPE OF WORK AND FEE SCHEDULE

Initial planning and coordination
- > Discuss and finalize goals and objectives and establish formal timeline
- > Identify roles and responsibilities
- > Develop initial participant notification (if necessary)

Committee training, education and orientation
- > Provide training on the responsibilities and duties of the Board
- > Provide training on modern defined contribution Plan design, features and services
- > Lead Plan design review and development session with Board
- > Provide training on investments for Plan fiduciaries
- > Assist with Board policy development and implementation

Data gathering and RFP document issuance
- > Draft vendor data request and send to Empower
- > Collect data and distill important information for the compilation of the RFP
- > Create draft of RFP encompassing data and goals and objectives
- > Discuss and finalize RFP document
- > Issue RFP to vendors

Collect and analyze RFP responses
- > Collect RFP vendor responses and related materials
- > Organize information and begin RFP analysis
- > Finalize RFP analysis report and send to client
- > Meet with Board to review analysis, make recommendations and select finalists
- > Schedule interviews with finalist vendors if necessary

Provider interview sessions (if required)
- > Notify finalist vendors of interview requirements and evaluation criteria
- > Provide Board with interview format and evaluation criteria
- > Facilitate interview session by tracking time and providing direction to all parties
- > Provide recommendations and post interview analysis
- > Assist in arriving at final vendor selection decision

Final negotiations and contract preparation
- > Contact vendor to finalize any interview and/or offer specifics
- > Draft and/or review proposed contract language
- > Work with vendor and Board to finalized contract language
- > Prepare investment option evaluation and recommendation report
- > Meet with Board to finalize the investment menu

Transition planning and assistance
- > Work with vendor and Board to establish timeline and outline responsibilities
- > Coordinate communications between the Board, vendor and other service providers
- > Facilitate regular transition discussions
- > Review all participant communication materials
- > Evaluate investment mapping and investment related materials
- > Monitor timeline and task completion

FEE SCHEDULE:

The maximum amount of compensation is $35,000 and is inclusive of all expenses related to the Project Scope of Work outlined above. No claims for additional compensation, whether for additional work or otherwise, under the Project Scope of Work shall be allowed unless such additional compensation and work, if applicable, is authorized by the County in writing.

The County shall make a total of one (1) payment upon completion of the project, and such payments shall be Contractor's sole compensation for its rendering of the services and preparation and delivery of the Contractor's work product. Contractor shall invoice County at the address listed in the Agreement and shall be paid net thirty (30) days after the project is completed.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1256

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Jason M. Dooley, Chief Deputy County Counsel

SUBJECT: Approve and authorize the Chair to execute the legal services agreements for litigation defense with the seven selected firms.

RECOMMENDATION

Approve and authorize seven (7) legal services agreements for general liability defense legal services with the following firms: Allen, Glaessner, Hazelwood, & Werth, LLP; Bertrand, Fox, Elliott, Osman + Wenzel; Hawkins Parnell & Young, LLP; Lozano Smith, LLP; McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP; Porter Scott Attorneys; and Renne Public Law Group, with annual contract maximums ranging from $250,000 to $500,000, with terms from July 1, 2026, to June 30, 2029, with the possibility of a one-time two (2) year extension at the option of County Counsel. (Fiscal Impact: $3,250,000 Expense; Risk Management Fund; Budgeted; Discretionary)

BACKGROUND

The Risk Management program is responsible for the administration of the County's self-insured General Liability Program providing coverage for civil claims, including personal injury and property damage claims, to all County departments and agencies under the direction of the Board of Supervisors. From time to time, Risk Management retains outside defense firms to represent the County in tort claims and/or civil litigation. These law firms are assigned cases by the County based upon their ability and specific experience with public entity defense.

Currently, the County does not engage these firms directly. Instead, the County's third-party administrator, George Hills Company, sends letters of retention on the County's behalf and manages invoices. To align with best practices, beginning in 2023, County Counsel became involved in assigning cases to those firms already engaged through George Hills, as well as reviewing and approving all invoices. County Counsel is uniquely well-suited for this work, since attorneys are best able to recognize when outside counsel has been inefficient or billed excess hours.

To align the process of engaging outside counsel with the practices of other counties, and to ensure greater oversight of Risk Management expenses, County Counsel issued a Request for Proposal (RFP) for as needed liability counsel which included direct contracts for legal services between the County and the selected firms. Twenty-four (24) firms responded to the RFP. Following the evaluation, including interviews of the top ranked firms, seven firms were selected to award contracts. The selection committee, consisting of representatives from County Counsel and Risk Management, was pleased with the recommended law firms' high level of qualifications and experience in public entity tort and liability defense.

The selected firms are: 1) Allen, Glaessner, Hazelwood, & Werth, LLP (Agreement Number 270065B): 2) Bertrand, Fox, Elliott, Osman + Wenzel (Agreement Number 270067B); 3) Hawkins Parnell & Young, LLP (Agreement Number 270071B); 4) Lozano Smith, LLP (270068B); 5) McNamara, Ambacher, Wheeler, Hirsig & Gray LLP (270069B); 6) Porter Scott (Agreement Number 270070B); and 7) Renne Public Law Group (Agreement Number 270066B). Four out of these seven firms currently represent the County in General Liability matters, among other matters. Information about each of the selected firms is outlined in Attachment 1.

The agreements proposed in this report are all fee for service contracts with no minimum or maximum amount of work guaranteed to the firms. The agreements also contain a termination clause that allows the County to terminate the agreements at any time. Actual costs will depend on future litigation or specific projects assigned to each firm. All assignments are reviewed by County Counsel and Risk Management, and all legal services invoices are approved by County Counsel, which tracks all work and expenses of each firm. The initial contract term is recommended for a 3-year term with the possibility of a one-time two (2) year contract renewal, at the option of the Chief Human Resources Director and County Counsel based on satisfactory performance. Each contract is subject to an annual maximum, ranging from $250,000 to $500,000. In the case of the firms that have existing matters with the County, the maximum was selected based on data relating to annual amounts paid. Depending upon the number of case assignments to each firm and the size and scope of each case assigned, this limit may never be reached, or may require a contract amendment, which would be presented to this Board for authorization.

Notably, the County's policies with PRISM allow for reimbursement of legal expenses above the County's self-insured retention amount. However, PRISM does not consider the legal fees of in-house counsel, i.e., County Counsel, as qualifying for reimbursement.

Requested Action:

Approve and authorize the Chair to sign the legal services agreements for litigation defense with the seven selected firms, effective July 1, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	4500 - Liability Insurance
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	These law firms specialize in public entity litigation defense
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be appropriated in future fiscal years, as needed.
Consequences if not approved:	Litigation would have to be handled in house by County Counsel, taking time away from other projects. Further, such legal defense costs would not be reimbursed by PRISM.
Additional Information	County 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.

Liability Counsel Legal Services Agreements

Attachment – Outline of Selected Firms

Allen Glaessner Hazelwood Werth is a San Francisco based law firm founded in 2014 by four partners with over 100 years of combined trial experience. AGHW specializes in litigation and represents public entities in civil rights lawsuits, tort liability claims, and police civil lability, across Northern and Central California. AGHW handles cases in federal and state courts, as well as before administrative agencies. Dale Allen is the lead attorney assigned to Napa County.

Bertrand, Fox, Elliott, Osman + Wenzel specializes in public entity defense and has represented public entities throughout the Bay Area since 1986. The Firm routinely defends virtually every type of claim brought against public entities, including tort/dangerous condition of public property, police misconduct, employment, discrimination, sexual abuse and molestation (SAM), and inverse condemnation claims. The Firm is comprised of six senior partners, four junior partners, thirteen associates, and one senior attorney serving as Of Counsel to the Firm. The members of the Firm have collectively tried more than fifty jury trials to verdict. The Firm's main office is located at 2749 Hyde Street in San Francisco, with satellite offices located in Oakland and San Rafael. Ethan Lowry is the lead attorney assigned to Napa County.

Hawkins Parnell is a national litigation firm that defends the public agencies and officials at every level of government. In the past five years, the firm has represented public agency clients in the areas of: 42 USC § 1983 (1st, 4th, 5th, 8th, 14th Amendment claims), police misconduct, jail misconduct, use of force, unlawful search and seizure, Monell claims, in-custody deaths; ADA; premises liability; personal injury; wrongful death. Representation has included strategy related to response to government tort claims and Public Records Act requests, and defense of civil actions brought in federal and state courts. Danielle K. Lewis is lead attorney assigned to Napa County.

Lozano Smith LLP brings a wealth of experience and resources to its representation of over 600 public agencies throughout California. Formed in 1988, the firm has grown to over 130 attorneys across 8 statewide offices. Their Litigation Practice Group specializes in the following areas: excessive force, personnel disputes, Section 1983 and Civil Rights, Code Enforcement, ADA claims, discrimination, harassment and retaliation, personal injury and tort defense, and the Fair Labor Standards Act. They have demonstrated success at all levels, with substantial resources to support their experienced attorneys. They also provide training and education resources to their clients. Wiley Driskill is the lead attorney assigned to Napa County.

McNamara, Ambacher, Wheeler, Hirsig & Gray LLP has represented a variety of public entities over 35 years specializing in high-profile law enforcement defense, civil rights U.S. Code section 1983 actions, government tort liability, and medical malpractice actions. The attorneys in the firm are experienced trial attorneys who have tried more than 30 jury and court trials. The firm has proven to be proficient, responsive, and cost-effective.

Porter Scott has been providing legal services to public entity clients throughout the state of California, including the County of Napa, for 50 years. Porter Scott is one of Sacramento's largest law firms, employing more than 50 attorneys, including 15 Shareholders, 34 Associates, and 4 Of Counsel. Its trial attorneys bring extensive experience in defending cases ranging from civil rights claims to employment matters in both state and federal court. Will Camy is the lead attorney assigned to Napa County.

Renne Public Law Group RPLG is a boutique-sized law firm specializing in public law. Founded in 2018, RPLG has established itself as a trusted law firm for public entities across California. The firm's lawyers have collectively tried well over one hundred cases. The firm has offices in Sacramento and San Francisco. Arthur Hartinger and Steve Cikes are the lead attorneys assigned to Napa County.

NAPA COUNTY AGREEMENT NO. 270065B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("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 Allen, Glaessner, Hazelwood, Werth, LLP whose address is 180 Montgomery Street, Suite 1200, San Francisco, California, 94104-4205, hereinafter referred to as "Firm" Collectively ("Parties").

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, and specifically, have specialized knowledge and expertise in defending law enforcement agencies in civil rights and torts matters; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm's experience and expertise would benefit the County;

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. Firm 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. Firm 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 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Lead Attorney Team:	Dale L. Allen, Jr. – Police – Civil Rights Maria Nozzolino – General Litigation

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination. Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. If Firm 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, including each and every right of Firm that has not accrued as of the date of termination, and any person claiming any rights by or through Firm 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 Firm 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 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates 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 fifty thousand dollars ($250,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for services provided pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts with the invoice.

3.3 Annual Appropriation of Funds. Firm 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 Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in **Exhibit C**.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless, the County and its officers and employees, from and against any 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, 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 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall comply with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are incorporated herein 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. Firm 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 Firms.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

7.2 Conflict of Interest. Firm 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. Firm 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. Firm 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 Firm is a material breach of this Agreement which may result in termination of this Agreement for cause.

7.3 Taxes. Firm 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. Firm 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 Federal Insurance Contributions Act taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the

State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm 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 Firm's place of business where the records are kept. Firm 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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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	FIRM
Jason M. Dooley, Esq. Chief Deputy County Counsel Napa County 1195 Third Street, Suite 301 Napa, CA 94559	Maria Nozzolino, Esq. Allen, Glaessner, Hazelwood, Werth, LLP 180 Montgomery Street Suite 1200 San Francisco, CA 94104-4205

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

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably

be inferred from this Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in this Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in this Agreement.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this 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 Firm 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 Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm 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 Firm, at the time it was disclosed to Firm by County; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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 this 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 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 of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the Parties. Failure of Firm 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. Firm 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Allen, Glaessner, Hazelwood, Werth,LLP

By _____
Peter Glaessner, Managing Partner

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*
Chief Deputy County Counsel

Date: June 2, 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

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates set forth herein.

Tort Litigation
Partner - $310/hr Senior Associate - $290/hr Associate - $275/hr Paralegal - $135/hr

Civil Rights/Complex Litigation
Partner - $325/hr Senior Associate - $305/hr Associate - $290/hr Paralegal - $150/hr

Employment Litigation
Partner - $340/hr Senior Associate - $290/hr Associate - $275/hr Paralegal - $125/hr

B.2 Fiscal Stewardship. Firm recognizes that acting as the County's legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs and Travel Reimbursement. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4. Costs of travel associated with legal services provided to County shall be reimbursed in accordance with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43.

B.4 Extraordinary Costs. Costs for goods or services are generally advanced by Firm and included in any invoices submitted to County for reimbursement. Any costs for goods or services likely to exceed $2,500, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, may instead be transmitted to County for direct payment. In any event, such costs require the advance approval of the County Counsel's Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm's standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel's prior written approval.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm'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. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm 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 Firm 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]

NAPA COUNTY AGREEMENT NO. 270067B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("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 Bertrand, Fox, Elliot, Osman + Wenzel whose address is 2749 Hyde Street, San Francisco, California, 94109, hereinafter referred to as "Firm" Collectively ("Parties").

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, and specifically has specialized knowledge in the defense of employment, tort, and civil rights claims against public entities and law enforcement; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm's experience and expertise would benefit the County;

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. The County has relied on the professional ability, professional experience, and training of Firm as a material inducement to enter into this Agreement. Firm warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by County of work performed by Firm shall not operate as or be interpreted to be a waiver or release. Firm represents that all attorneys assigned to handle matters for the County are licensed to practice law in the State of California and are members in good standing with the State Bar of California and the Unites States District Court for the Northern District of California.

1.4 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Key Personnel:	Ethan M. Lowry
	Richard W. Osman
	Michael C. Wenzel
	Sheila D. Crawford
	Amy Leifur Halby
	Ilana Kohn
	Mika J. Frisk

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article. Prior to the expiration of the initial term, the County may elect to extend this Agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two-year extension. The rates outlined in Exhibit B may be adjusted from time to time as agreed upon by the Parties through written amendment.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing

of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination. Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. If Firm 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 Firm, and any person claiming any rights by or through Firm 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 Firm 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 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates 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 five hundred thousand dollars ($500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for services provided pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts with the invoice.

3.3 Annual Appropriation of Funds. Firm 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 Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in **Exhibit C**.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless, the County and its officers and employees, from and against any 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, 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 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall comply with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are incorporated herein 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. Firm 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 Firms.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

7.2 Conflict of Interest. Firm 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. Firm 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. Firm 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 Firm is a material breach of this Agreement which may result in termination of this Agreement for cause.

7.3 Taxes. Firm 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. Firm 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 Federal Insurance Contributions Act taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm 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 Firm's place of business where the records are kept. Firm 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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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	FIRM
Jason M. Dooley, Esq. Chief Deputy County Counsel Napa County 1195 Third Street, Suite 301 Napa, CA 94559	Ethan M. Lowry, Esq. Bertrand, Fox, Elliot, Osman + Wenzel 2749 Hyde Street San Francisco, CA, 94109

9.3 Independent Contractors. Firm and its subcontractors, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to

direct Firm concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Firm shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from this Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in this Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in this Agreement.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this 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 Firm 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 Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm 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 Firm, at the time it was disclosed to Firm by County; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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 this 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 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 of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the Parties. Failure of Firm 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. Firm 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Bertrand, Fox, Elliot, Osman + Wenzel

By _____
Ethan M. Lowry, Senior Partner

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*
Chief Deputy County Counsel

Date: May 29, 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

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates set forth herein.

Employment and Complex Matters	
Partner –	$335/hr
Associate –	$290/hr
Civil Rights/Police Liability	
Partner –	$310/hr
Associate -	$280/hr
Other Matters	
Partner –	$295/hr
Associate –	$265/hr
Paralegals -	$135/hr

B.2 Fiscal Stewardship. Firm recognizes that acting as the County's legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4.

B.4 Extraordinary Costs. Costs for goods or services likely to exceed $5,000, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, require the advance approval of the County Counsel's Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm's standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel's prior written approval.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm'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. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm 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 Firm 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]

NAPA COUNTY AGREEMENT NO. 270071B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("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 Hawkins Parnell & Young, LLP whose address is 1 Post Street, Suite 2500, San Francisco, California, 94104, hereinafter referred to as "Firm" Collectively ("Parties").

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, and specifically has specialized knowledge in the defense of employment, tort, and civil rights claims against public entities and law enforcement; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm's experience and expertise would benefit the County;

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. Firm 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. Firm 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 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Lead Attorney Team:	Danielle K. Lewis, Partner
	Melanie M. Smith, Partner
	Michael X. Guan, Associate
	Caroline E. Rogers, Associate

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article. Prior to the expiration of the initial term, the County may elect to extend this Agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two-year extension, with the rates outlined in the escalator on **Exhibit B** and subject to a not to exceed amount set forth therein for the extension period.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination. Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. If Firm 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 Firm, and any person claiming any rights by or through Firm 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 Firm 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 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates 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 five hundred thousand dollars ($500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for services provided pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts

with the invoice.

3.3 Annual Appropriation of Funds. Firm 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 Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in **Exhibit C**.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless, the County and its officers and employees, from and against any 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, 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. This paragraph shall apply only to claims for personal injury (including death) or property damage of third persons and does not apply to any claim for professional liability or malpractice arising from the services performed by Firm under this Agreement.

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

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall comply with the following policies, or with any equivalent policies applicable to Firm that advance the policy goals expressed in the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are incorporated herein 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. Firm 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 Firms.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

7.2 Conflict of Interest. Firm 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. Firm 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. Firm 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 Firm is a material breach of this Agreement which may result in termination of this Agreement for cause.

7.3 Taxes. Firm 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. Firm 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 Federal Insurance Contributions Act taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm 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 Firm's place of business where the records are kept. Firm 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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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	FIRM
Jason M. Dooley, Esq. Chief Deputy County Counsel Napa County 1195 Third Street, Suite 301 Napa, CA 94559	Danielle K. Lewis, Senior Partner Hawkins Parnell & Young, LLP 1 Post Street Suite 2500 San Francisco, CA 94104

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

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from this Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in this Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in this Agreement.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this 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 Firm 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 Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm 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 Firm, at the time it was disclosed to Firm by County; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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 this 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 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 of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the Parties. Failure of Firm 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. Firm 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Hawkins Parnell & Young,LLP

By _____
Danielle K. Lewis, Senior Partner

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: *Jason M. Dooley* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 3, 2026	_____ Deputy Clerk of the Board	

EXHIBIT A
SCOPE OF SERVICES

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates set forth herein.

Partner –	$345/hr
Associate –	$290/hr
Paralegal –	$165/hr

B.2 Fiscal Stewardship. Firm recognizes that acting as the County's legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4.

B.4 Extraordinary Costs. Costs for goods or services likely to exceed $5,000, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, require the advance approval of the County Counsel's Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm's standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel's prior written approval.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm'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. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm 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 Firm 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]

NAPA COUNTY AGREEMENT NO. 270068B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("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 Lozano Smith, LLP whose address is 7404 N. Spalding Ave., Fresno, California, 93720, hereinafter referred to as "Firm" Collectively ("Parties").

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, and specifically has specialized knowledge in the defense of employment, tort, and civil rights claims against public entities and law enforcement; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm's experience and expertise would benefit the County;

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. Firm 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. Firm 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 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Lead Attorney Team:	Wiley Driskill
	Cyril Yu
	Ryan Ichinaga
	Matthew Mendoza
	Karmdeep “TJ” Gill

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article. Prior to the expiration of the initial term, the County may elect to extend this Agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two-year extension, with the rates outlined in the escalator on **Exhibit B** and subject to a not to exceed amount set forth therein for the extension period.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination.

Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. If Firm 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 Firm, and any person claiming any rights by or through Firm 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 Firm 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 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates 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 five hundred thousand dollars ($500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for services provided pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts with the invoice.

3.3 Annual Appropriation of Funds. Firm 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 Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in **Exhibit C**.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless, the County and its officers and employees, from and against any 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, 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 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall comply with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are incorporated herein 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. Firm 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 Firms.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

7.2 Conflict of Interest. Firm 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. Firm 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. Firm 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 Firm is a material breach of this Agreement which may result in termination of this Agreement for cause.

7.3 Taxes. Firm 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. Firm 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 Federal Insurance Contributions Act taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm 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 Firm's place of business where the records are kept. Firm 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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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	FIRM
Jason M. Dooley, Esq. Chief Deputy County Counsel Napa County 1195 Third Street, Suite 301 Napa, CA 94559	Andy Garcia, Executive Director Lozano Smith, LLP 7404 N. Spalding Avenue Fresno, CA 93720

9.3 Independent Contractors. Firm and its subcontractors, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to

direct Firm concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Firm shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from this Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in this Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in this Agreement.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this 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 Firm 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 Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm 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 Firm, at the time it was disclosed to Firm by County; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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.

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 this 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 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 of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the Parties. Failure of Firm 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. Firm 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Lozano Smith, LLP

By _____
Karen M. Rezendes, Managing Partner

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*
Chief Deputy County Counsel

Date: May 29, 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

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates, costs, and expenses, set forth herein:

See Professional Rate Schedule for Napa County, attached and incorporated by reference.

B.2 Fiscal Stewardship. Firm recognizes that acting as the County's legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4.

B.4 Extraordinary Costs. Costs for goods or services likely to exceed $5,000, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, require the advance approval of the County Counsel's Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm's standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel's prior written approval.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm'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. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm 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 Firm 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR NAPA COUNTY

HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner**/ Senior Counsel/ Of Counsel	$ 350 - $ 410 per hour
Associate	$ 275 - $ 340 per hour
Paralegal/ Law Clerk	$ 225 - $ 300 per hour
Consultant	$ 125 - $ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $450 per hour.

SALE OR LEASE OF REAL PROPERTY WORK

Partner/ Senior Counsel/ Of Counsel	$ 450 per hour
Associate	$ 375 per hour
Paralegal/ Law Clerk	$ 225 per hour

BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

COSTS AND EXPENSES

Facsimile	No Charge
Copying and Printing	$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]

Adopted: July 1, 2025

PRISM

LIABILITY DEFENSE COUNSEL STANDARDS

I. INTRODUCTION

Public Risk Innovation, Solutions, and Management ("PRISM") has established the following Standards for Defense Counsel to follow in representing PRISM's member entities and/or the entity's employees in claims and lawsuits asserted against the entity and/or its employees.

Each PRISM member entity (hereafter "Member Entity" or "Member Entities") has a self-insured retention, which can vary in amount from year to year. Each Member Entity also purchases from PRISM excess insurance above their self-insured retention. The amount of the excess limits also varies from year to year.

Representatives of PRISM, each Member Entity, and Defense Counsel function as a team. The Member Entity understands that as the attorney of record, Defense Counsel has a duty to provide the Member Entity and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with the Member Entity'[1] and PRISM staff to obtain appropriate approvals and authority throughout the matter. It is critical that the Member Entity and PRISM staff be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Member Entity and PRISM staff before any substantive decision is made.

Please note that PRISM may decide to waive or modify some or all of the below Standards as the situation requires. However, Defense Counsel is expected to adhere to the Standards as written, unless specifically exempted from any of them in writing.

II. GENERAL EXPECTATIONS OF DEFENSE COUNSEL

Defense Counsel hourly rates are approved by the Member Entity. Questions regarding rates or rate adjustments should be raised directly with the person so designated at the Member Entity.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by the Member Entity prior to adding or changing personnel on a particular case. The Member Entity should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

Member Entity will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel

[1] Member Entities may have in-house claims staff handle claim, utilize a Third-Party Claims Administrator (TPA) to handle claims, or utilize a combination of both in-house claims staff and a TPA. All references to Member Entity or Member Entities hereafter refer to all claims staff involved in a particular claim.

believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from Member Entity and/or its representative in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least $2,000,000 per claim and $5,000,000 in the aggregate. Certificates of Insurance must be provided to Member Entity on an annual basis no later than July 1st of each year.

III. CASE ASSIGNMENT AND DEFENSE STRATEGY

A. Case Assignment

Cases are assigned to specific attorneys in the Defense Counsel firm and/or Member Entity's legal department and shall not be reassigned to others without the prior written approval of the person responsible for overseeing defense counsel at the Member Entity. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to the person responsible for overseeing defense counsel at the Member Entity.

The litigation philosophy of the Member Entity is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The Member Entity want the defense attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide the Member Entity with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the Member Entity expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

B. Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than Member Entity, or whether Member Entity was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Member Entity as soon as is practicable. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

C. Member Entity Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the Member Entity and a Member Entity employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all Member Entity related defendants. The Member Entity will assign separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the Member Entity's jointly represented defendants, the conflict must be immediately disclosed to the person responsible for oversight of defense counsel at the Member Entity.

Defense Counsel is required to develop a plan to obtain dismissal of individually named Member Entity's employees. Such strategy should be discussed with the Member Entity. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the Member Entity as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to Member Entity.

D. Miscellaneous

Defense Counsel may not accept service on behalf of the Member Entity or its employees, absent prior express approval.

IV. DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to the person at the Member Entity who is designated to receive such reports with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

A. Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

- Immediately upon receipt of defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.
- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every ninety (90) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least forty-five (45) days prior to the first day of trial.

B. Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings – Identify the court and filing date, all parties and their attorneys, provide a brief evaluation of the opposing attorney, and

list the causes of action alleged against each Member Entity defendant.

- Factual Background – Briefly summarize all file materials reviewed, relevant history, and any other pertinent documents used by Defense Counsel to develop the factual background of the case. This should include, but is not limited to, the following:

    - Information about actual or potential co-defendants and their counsel
    - Age, education, employment status, and marital/family status of the plaintiff(s)
    - Age, education, employment status, and marital/family status of all individual defendants
    - A summary of all witness interviews conducted
    - A summary of all relevant documents reviewed

- Liability Analysis – Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
- Strength and Weakness Analysis – Summarize the strengths and weaknesses of the plaintiff's case.
- Discovery Plan – Provide a summary of the discovery Defense Counsel anticipates conducting in the case and the reason for it.
- Motion Practice – Describe any motion practice Defense Counsel anticipates.
- Damages – Provide any known information on potential general and special damages.
- Settlement History and Potential for Early Resolution – Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.
- Likelihood of Success – Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
- Attorneys' Fees – If the plaintiff(s) can recover fees, provide an estimate of the fees Defense Counsel expects the plaintiff(s) has incurred to date, as well as what is expected to be incurred through trial. Also provide an estimate of future defense attorneys' fees and costs.
- Litigation Timeline – Describe the anticipated litigation timeline for the matter.
- Experts and Consultants – Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

C. Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the Member Entity will rely on these reports in setting adequate reserves. An initial budget report must be submitted to the Member Entity's person responsible for oversight of defense counsel within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

D. Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Member Entity and PRISM at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by PRISM.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) – Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including Defense Counsel's opinion as to how each will be viewed by a jury.
- Claims – Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants – Identify each co-defendant/cross-defendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background – Provide a summary of facts pertinent to the case.
- Percipient Witnesses – Identify each percipient witness to be called by each party, their affiliation (if any) with the Member Entity, and Defense Counsel's opinion regarding how they will be viewed by a jury.
- Expert Witnesses – Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability – Provide a thorough discussion of the critical liability issues, including the Plaintiff's theories and the Member Entity's defenses, whether the Plaintiff was comparatively negligent and the liability of all actual and potential Defendants. If applicable, this section should include discussion about the likelihood of success of affirmative defenses, statutes of limitations issues, mitigation, and immunities to be raised through summary judgment or trial. Also, include a reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a probability of an overall defense verdict.
- Special Damages – Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to "blackboard" and provide a likelihood of success on each item of special damages you expect to be claimed. If there is a claim for past or future lost earnings, please include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages – Discuss the Plaintiff's general damages claim including an analysis of what facts support or detract from a general damages award. Provide Defense Counsel's estimate of a likely general damages award.
- Punitive Damages – Identify who a punitive damages claim is alleged against, analyze the Plaintiff's likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The Member Entity is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss Defense Counsel's plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages – If the Plaintiff is seeking such relief, provide Defense Counsel's analysis regarding their likelihood of success on such a claim.
- Attorneys' Fees and Costs – In cases involving claims based upon statutes authorizing fees, such as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)' attorneys' fees and costs to date, as well as Defense Counsel's anticipated amount through trial.

- Settlement Discussions/Demand – Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information – Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please also provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation – Summarize the overall position of the case (strengths and weaknesses of the Plaintiff's case) and make recommendations regarding a resolution or continued defense of the case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide Defense Counsel's recommendations regarding an appropriate settlement range.
- Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

V. PLEADINGS

A. Responsive Pleadings

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the Member Entity. Defense Counsel must obtain authority from the Member Entity before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the Member Entity a final copy of the points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

B. Cross-Complaints

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the Member Entity prior to filing a Cross-Complaint and a copy of the Cross-Complaint must be provided to Member Entity after filing.

C. Law and Motion/Research

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the Member Entity does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of five (5) hours per case must be preapproved by the Member Entity.

VI. DISCOVERY

Defense Counsel should refrain from conducting discovery that amounts to abuse. It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges.

In addition, Defense Counsel shall conduct a thorough investigation, working with Member Entity's Defense Counsel Liaison to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

When providing discovery responses, Defense Counsel should consider potential evidentiary issues at trial, including the possibility of limiting instructions based upon the failure to produce requested documents. Potential discovery problems should be raised with Member Entity immediately. Counsel must notify the Member Entity of any motion to compel and/or request for sanctions against the Member Entity and/or Defense Counsel, and provide a copy of any such motion, request, or order.

A. Interrogatories and Requests for Admission and Documents

At the beginning of each case, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the Member Entity. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from Member Entity employees; 5) meet with Member Entity employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the Member Entity for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.

B. Depositions

The Member Entity must be given advance notice of all depositions that occur in a case. Generally, the approved trial attorney is encouraged to take or defend the depositions of the Plaintiff, any individually named Member Entity Defendants, critical witnesses, and experts.

It is expected that Defense Counsel will thoroughly prepare Member Entity's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the Member Entity before scheduling a video-taped deposition.

C. Damages Defense

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by Member Entity.

VII. EXPERT REVIEWS AND WITNESSES

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise Member Entity regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the Member Entity and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the Member Entitty. A

decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the Member Entity regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the Member Entity.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the Member Entity with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the Member Entity before the supplemental disclosure occurs.

VIII. TRIAL PREPARATION

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses, the Member Entity, and PRISM of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

Defense Counsel should timely provide information on the judge assigned for trial. The decision to challenge a judge can only be made by the Member Entity and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the Member Entity.

In advance of trial, Member Entity witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.

Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the Member Entity before trial.

IX. TRIALS

Unless previously approved by the Member Entity, only one attorney may try a case on behalf of the PRISM.

Attendance at trial by the proper representative from Member Entity is critical to the successful defense of cases. It is important to identify and propose to the Member Entity well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the Member Entity on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the Member Entity. The Member Entity's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

X. WRITS AND APPEALS

Following trial, Defense Counsel shall consult with the Member Entity regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by Member Entity.

XI. SETTLEMENTS

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. Member Entity also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the Member Entity. A representative from the Member Entity will attend mediations and mandatory settlement conferences on behalf of the Member Entity.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the Member Entity. Settlements over a certain amount are contingent upon approval by the Member Entity's board, PRISM, and potentially reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from PRISM in advance of any settlement discussions. The need to obtain approvals from an entity's Board and/or PRISM should be communicated to the Plaintiff's counsel during any settlement

negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes approximately thirty (30) days for the Member Entity to issue a settlement check after the final agreement has been signed by all parties and their attorneys.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the Member Entity and PRISM as well each named Defendant.

XII. BILLING PROCEDURES

All invoices are to be submitted on a monthly basis and directed to the Member Entity's Defense Counsel Liaison. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the Member Entity does not constitute a waiver of the Member Entity's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the Member Entity will not pay for more than one (1) attorney performing the same task. For example, the Member Entity will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. Member Entity will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are

learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the Member Entity.

A. Invoices

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The Member Entity and/or TPA and/or their respective claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10th of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller
- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., “telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc.”
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as “work on file,” “telephone call,” “conference,” and “research,” without further explanation, are not acceptable and will not be paid.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to two thousand dollars ($2,000) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

B. Maximum Allowable Charges and Travel

The following guidelines are provided regarding maximum allowable charges:

- The Member Entity will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the Member Entity.
- Photocopy costs should not exceed ten cents ($0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Virtual Court Appearances: Member Entity will pay for reasonable charges charged by a court for Defense Counsel to appear virtually at appearances.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-Member Entity business.

C. Disallowed Charges

In addition to items listed above in sections A and B, the Member Entity will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production,

communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).

- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Charges for the use of virtual conference rooms or other virtual meeting services.
- Responding to requests from Member Entity and/or their auditors relating to case file management and/or billing issues.

NAPA COUNTY AGREEMENT NO. 270069B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("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 McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP whose address is 3480 Buskirk Avenue, Suite 250, Pleasant Hill, California, 94523, hereinafter referred to as "Firm" Collectively ("Parties").

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, including a specialized knowledge and expertise in defending law enforcement agencies in civil rights and torts matters; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm's experience and expertise would benefit the County;

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. Firm 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. Firm 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 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Lead Attorney:	Martin J. Ambacher – General Government Tort Liability Noah G. Blechman – Police Tort and Civil Rights

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article. Prior to the expiration of the initial term, the County may elect to extend this Agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two-year extension, with the rates outlined in the escalator on **Exhibit B** and subject to a not to exceed amount set forth therein for the extension period.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination. Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. If Firm 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 Firm, and any person claiming any rights by or through Firm 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 Firm 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 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates 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 five hundred thousand dollars ($500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for services provided pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts with the invoice.

3.3 Annual Appropriation of Funds. Firm 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 Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in **Exhibit C**.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless, the County and its officers and employees, from and against any 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, 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 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall comply with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are incorporated herein 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. Firm 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 Firms.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

7.2 Conflict of Interest. Firm 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. Firm 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. Firm 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 Firm is a material breach of this Agreement which may result in termination of this Agreement for cause.

7.3 Taxes. Firm 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. Firm 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 Federal Insurance Contributions Act taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm 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 Firm's place of business where the records are kept. Firm 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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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	FIRM
Jason M. Dooley, Esq. Chief Deputy County Counsel Napa County 1195 Third Street, Suite 301 Napa, CA 94559	Noah G. Blechman, Esq. McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP 3480 Buskirk Avenue Suite 250 Pleasant Hill, CA 94523

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

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the

conflicts or choice of law provisions thereof. It is the intent of the Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from this Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in this Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in this Agreement.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this 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 Firm 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 Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm 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 Firm, at the time it was disclosed to Firm by County; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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 this 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 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 of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the Parties. Failure of Firm 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. Firm 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

McNamara, Ambacher, Wheeler, Hirsig & Gray,LLP

By _____
Noah G. Blechman, Equity Partner

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: *Jason M. Dooley* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: May 29, 2026	_____ Deputy Clerk of the Board	

EXHIBIT A
SCOPE OF SERVICES

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates set forth herein.

Partner – $315/hr Associate - $265/hr Paralegal - $135/hr

B.2 Fiscal Stewardship. Firm recognizes that acting as the County's legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4.

B.4 Extraordinary Costs. Costs for goods or services likely to exceed $5,000, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, require the advance approval of the County Counsel's Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm's standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel's prior written approval.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm'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. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm 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 Firm 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]

NAPA COUNTY AGREEMENT NO. 270070B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("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 Porter Scott, a Professional Corporation, whose address is 2180 Harvard Street, Suite 500, Sacramento, California, 95815, hereinafter referred to as "Firm" Collectively ("Parties").

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, and specifically has specialized knowledge in the defense of employment, tort, and civil rights claims against public entities and law enforcement; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm's experience and expertise would benefit the County;

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. Firm 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. Firm 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 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Key Personnel:	William E. Camy
	Lindsay A. Goulding
	Carl L. Fessenden

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article. Prior to the expiration of the initial term, the County may elect to extend this Agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two-year extension, with the rates outlined in the escalator on **Exhibit B** and subject to a not to exceed amount set forth therein for the extension period.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination. Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. If Firm 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 Firm, and any person claiming any rights by or through Firm 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 Firm 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 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates 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 five hundred thousand dollars ($500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for services provided pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts with the invoice.

3.3 Annual Appropriation of Funds. Firm 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 Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in **Exhibit C**.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless, the County and its officers and employees, from and against any 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, 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 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall comply with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are incorporated herein 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. Firm 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 Firms.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Firm shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Firm shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

7.2 Conflict of Interest. Firm 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. Firm 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. Firm 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 Firm is a material breach of this Agreement which may result in termination of this Agreement for cause.

7.3 Taxes. Firm 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. Firm 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 Federal Insurance Contributions Act taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm 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 Firm's place of business where the records are kept. Firm 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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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	FIRM
Jason M. Dooley, Esq. Chief Deputy County Counsel Napa County 1195 Third Street, Suite 301 Napa, CA 94559	William E. Camy, Esq. Porter Scott, PC 2180 Harvard Street Suite 500 Sacramento, CA 95815

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

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from this Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in this Agreement.

When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in this Agreement.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this 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 Firm 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 Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm 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 Firm, at the time it was disclosed to Firm by County; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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 this 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 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 of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the Parties. Failure of Firm 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. Firm 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Porter Scott, a Professional Corporation



By _____
William E. Camy, Shareholder

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*
Chief Deputy County Counsel

Date: May 29, 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

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates set forth herein.

Partner - $300/hr Associate - $275/hr Paralegal - $175/hr

B.2 Fiscal Stewardship. Firm recognizes that acting as the County's legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4.

B.4 Extraordinary Costs. Costs for goods or services likely to exceed $5,000, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, require the advance approval of the County Counsel's Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm's standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel's prior written approval.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm'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. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm 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 Firm 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]

NAPA COUNTY AGREEMENT NO. 270066B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("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 Renne Public Law Group, LLP whose address is 350 Sansome Street, Suite 300, San Francisco, California, 94104, hereinafter referred to as "Firm" Collectively ("Parties").

RECITALS

WHEREAS, Firm specializes in public agency defense of claims and civil litigation and has significant experience and recognized expertise in that area, and specifically has specialized knowledge in the defense of employment, tort, and civil rights claims against public entities and law enforcement; and

WHEREAS, County, through its County Counsel and Risk Manager, has identified that there is a need to retain the services of outside legal counsel with expertise and specialized knowledge in areas of law identified above; and

WHEREAS, after researching law firms with experience in the relevant areas of law, soliciting further information and rates for services, and completing interviews with different firms for this position, County, through its County Counsel, determined that Firm's experience and expertise would benefit the County; and

WHEREAS, Firm currently provides legal services to County pursuant to Agreement No. 210364B, effective May 1, 2021, and amended from time to time. Pursuant to that agreement, firm provides legal assistance with juvenile dependency appeals and representation of the County in all aspects of certain litigation matters. This Agreement is not intended to replace the existing agreement but will separately provide for the legal services outlined herein.

NOW THEREFORE, in consideration of mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall furnish legal and other related services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in the areas of law described in **Exhibit A**, as directed by County Counsel in consultation with the Risk Manager. Legal services will be provided in accordance with the professional standards and diligence required of attorneys in the legal profession, and Firm shall provide all legal services reasonably required to represent County in the defense of actual or potential litigation and claims against the County, as well as

any individually named County employees, as directed by County Counsel. Firm understands and agrees that the County is the client, acting by and through the Board of Supervisors. Firm shall competently provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be handled consistent with the PRISM Defense Counsel Standard, attached hereto as **Exhibit D**.

1.2 Schedule. [reserved]

1.3 Standard of Care. Firm 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. Firm 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 Key Personnel and Attorney Assignment. The individuals identified in this section as the key legal personnel providing professional services under this Agreement are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Key personnel shall be as listed below. Changes to the key personnel may be approved by written authorization from the County Counsel or designee. Firm shall identify any additional attorneys, other than the Lead Attorneys listed below, who will be providing legal services on each matter in its letter of acknowledgment of receipt of assignment of the matter. The assignment of a matter to an attorney within Firm shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. The County retains the right to approve or disapprove any and all assignments of attorneys to a matter.

Key Personnel:	Arthur Hartinger
	Steve Cikes
	Ryan McGinley-Stempel
	Geoff Spellberg
	Jake Freitas
	Mauricio Grande
	Maribel Lopez

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall commence upon the Effective Date and shall terminate on June 30, 2029, unless terminated earlier in accordance with this Article. Prior to the expiration of the initial term, the County may elect to extend this Agreement for an additional two-year period by giving notice, in writing, of the intent to exercise the two-year extension, with the rates outlined in the escalator on **Exhibit B** and subject to a not to exceed amount set forth therein for the extension period.

2.2 Suspension for Convenience. [reserved]

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience. After receipt of notice of termination of all or any portion of this Agreement, Firm shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly transfer of documents and closing of Firm's affected performance under this Agreement. Firm may keep copies for its own records. County shall pay Firm for services satisfactorily provided and authorized before the effective date of termination. Firm 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 Firm fails to satisfactorily perform any material obligation required by this Agreement. If Firm 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 Firm, and any person claiming any rights by or through Firm 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 Firm 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 County Counsel's Authority. The County Counsel 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 Firm for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Firm at the hourly rates 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 five hundred thousand dollars ($500,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Firm may submit one invoice per calendar month in arrears for services provided pursuant to this Agreement. Invoices shall be sent to County Counsel's Office, with copies sent to County's third-party administrator. County Counsel will review the invoice to confirm its contents match the services provided during the period covered by the invoice. County Counsel shall refer any issues with the invoices to Firm to address. County Counsel approval shall be required prior to payment of the invoice, and shall not be unreasonably withheld.

3.2.1 Content of Invoices. Invoices shall contain the information required by the PRISM Defense Counsel Guidelines in **Exhibit D**, including detailed descriptions of the work performed.

3.2.2 Expenses. If this Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. The Firm must include receipts with the invoice.

3.3 Annual Appropriation of Funds. Firm 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 Firm, nor is Firm obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. [Reserved.]

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in **Exhibit C**.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless, the County and its officers and employees, from and against any 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, 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 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Firm 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. Firm and its officers and employees shall comply with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are incorporated herein by reference.

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ARTICLE VII – COMPLIANCE WITH LAWS

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

of any laws, statutes, ordinances, rules, or regulations. Nothing contained herein shall be construed to relieve Firm and its attorneys of their obligations under the Rules of Professional Conduct.

7.2 Conflict of Interest. Firm 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. Firm 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. Firm 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 Firm is a material breach of this Agreement which may result in termination of this Agreement for cause.

7.3 Taxes. Firm 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. Firm 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 Federal Insurance Contributions Act taxes. Firm shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Firm 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, Firm shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. [reserved]

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Firm shall provide County with access to Firm's records which are reasonably necessary for County to review or audit Firm's compliance with the provisions of this Agreement. Firm 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 Firm's place of business where the records are kept. Firm 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. The Parties may send notices by email, instead, if the Parties mutually agree to do so in writing. 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	FIRM
Jason M. Dooley, Esq. Chief Deputy County Counsel Napa County 1195 Third Street, Suite 301 Napa, CA 94559	Art Hartinger Renne Public Law Group, LLP 350 Sansome St. Suite 300 San Francisco, CA 94104

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

9.4 Contract Interpretation. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Parties that this Agreement completely describes the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from this Agreement or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in this Agreement. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in this Agreement.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of this 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 Firm 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 Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of County. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of County. Firm 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 Firm, at the time it was disclosed to Firm by County; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by County.

9.9 Insolvency. Firm shall notify County if Firm enters into bankruptcy proceedings. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice 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 this 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 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 of this Agreement, but only with regard to acts or omissions that occurred during the term of this 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, this 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 the Parties. Failure of Firm 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. Firm 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 for cause 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 the Parties to this 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 the exhibits, and any documents expressly incorporated herein 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 the Parties had executed the same page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Renne Public Law Group, LLP

By _____
Art Hartinger, Founding Partner

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: *Jason M. Dooley* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: May 29, 2026	_____ Deputy Clerk of the Board	

EXHIBIT A
SCOPE OF SERVICES

In consultation with County Counsel or their designee, Firm shall act as counsel to County and its officers and employees in matters or cases assigned to Firm by County Counsel. Firm shall provide a variety of services, including, but not limited to:

1. Legal consultation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
2. Litigation services as requested by County Counsel, the County's Risk Manager, or other designated staff.
3. Provide written work plans for all litigation and on request for other assignments.
4. Provide advice to County Counsel and Risk Management in matters of law and changes or developments therein affecting management of general liability claims and related subjects
5. Performance of such other duties as may be prescribed by the contract or under direction of the County Counsel, the County's Risk Manager, or other designated staff.
6. Have the ability to work effectively with the County Counsel, the County's Risk Manager, or other designated staff.

Firm shall provide such legal services as are necessary to competently, effectively, and ethically carry out the duties assigned. Firm shall do so in accordance with the standards set forth in the PRISM Defense Counsel Standards, attached as Exhibit D.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Rates. County will pay Firm in accordance with the hourly rates set forth herein.

Partners	$435 - $575
Senior Counsel, Of Counsel Senior Associates	$365- $550
Associates	$305 - $385
Law Clerks	$195 - $325
Paralegals & Senior Analysts	$225 - $275
Analysts & Legal Assistants	$165 - $275
Consultants	$210 - $495

B.2 Fiscal Stewardship. Firm recognizes that acting as the County's legal counsel imbues it with the same responsibility as other servants of the public to act as a steward of the public fisc. Firm shall take all reasonable measures to use resources judiciously and control costs.

B.3 Routine Costs. Routine out-of-pocket costs to provide legal services in County matters, including but not limited to costs incurred when filing documents in court, using copying services, issuing subpoenas, engaging delivery services, and arranging for court reporters are reimbursable costs that do not require advance approval except as set forth in paragraph B.4.

B.4 Extraordinary Costs. Costs for goods or services likely to exceed $5,000, including but not limited to the cost of consultants, studies, investigations, legislative history services, experts, trial exhibits, mediation, arbitration, or engaging a discovery referee, require the advance approval of the County Counsel's Office.

B.5 Administrative Costs. County anticipates that routine administrative costs, such as overhead, the cost for routine use of standard office equipment or legal research services, and the performance of standard business tasks such as invoicing and budgeting, are already accounted for in Firm's standard hourly rates. Administrative costs are not separately reimbursable except in extraordinary circumstances and with County Counsel's prior written approval.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Firm shall provide workers compensation insurance for the performance of any of Firm'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. Firm shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm 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 Firm 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 Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Firm with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Firm 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, Firm 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 Firm 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 Firm 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, Firm 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 Firm 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
PRISM Defense Counsel Standards

[Attached]

Adopted: July 1, 2025

PRISM

LIABILITY DEFENSE COUNSEL STANDARDS

I. INTRODUCTION

Public Risk Innovation, Solutions, and Management ("PRISM") has established the following Standards for Defense Counsel to follow in representing PRISM's member entities and/or the entity's employees in claims and lawsuits asserted against the entity and/or its employees.

Each PRISM member entity (hereafter "Member Entity" or "Member Entities") has a self-insured retention, which can vary in amount from year to year. Each Member Entity also purchases from PRISM excess insurance above their self-insured retention. The amount of the excess limits also varies from year to year.

Representatives of PRISM, each Member Entity, and Defense Counsel function as a team. The Member Entity understands that as the attorney of record, Defense Counsel has a duty to provide the Member Entity and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with the Member Entity'[1] and PRISM staff to obtain appropriate approvals and authority throughout the matter. It is critical that the Member Entity and PRISM staff be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Member Entity and PRISM staff before any substantive decision is made.

Please note that PRISM may decide to waive or modify some or all of the below Standards as the situation requires. However, Defense Counsel is expected to adhere to the Standards as written, unless specifically exempted from any of them in writing.

II. GENERAL EXPECTATIONS OF DEFENSE COUNSEL

Defense Counsel hourly rates are approved by the Member Entity. Questions regarding rates or rate adjustments should be raised directly with the person so designated at the Member Entity.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by the Member Entity prior to adding or changing personnel on a particular case. The Member Entity should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

Member Entity will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel

[1] Member Entities may have in-house claims staff handle claim, utilize a Third-Party Claims Administrator (TPA) to handle claims, or utilize a combination of both in-house claims staff and a TPA. All references to Member Entity or Member Entities hereafter refer to all claims staff involved in a particular claim.

believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from Member Entity and/or its representative in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least $2,000,000 per claim and $5,000,000 in the aggregate. Certificates of Insurance must be provided to Member Entity on an annual basis no later than July 1st of each year.

III. CASE ASSIGNMENT AND DEFENSE STRATEGY

A. Case Assignment

Cases are assigned to specific attorneys in the Defense Counsel firm and/or Member Entity's legal department and shall not be reassigned to others without the prior written approval of the person responsible for overseeing defense counsel at the Member Entity. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to the person responsible for overseeing defense counsel at the Member Entity.

The litigation philosophy of the Member Entity is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The Member Entity want the defense attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide the Member Entity with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the Member Entity expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

B. Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than Member Entity, or whether Member Entity was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Member Entity as soon as is practicable. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

C. Member Entity Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the Member Entity and a Member Entity employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all Member Entity related defendants. The Member Entity will assign separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the Member Entity's jointly represented defendants, the conflict must be immediately disclosed to the person responsible for oversight of defense counsel at the Member Entity.

Defense Counsel is required to develop a plan to obtain dismissal of individually named Member Entity's employees. Such strategy should be discussed with the Member Entity. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the Member Entity as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to Member Entity.

D. Miscellaneous

Defense Counsel may not accept service on behalf of the Member Entity or its employees, absent prior express approval.

IV. DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to the person at the Member Entity who is designated to receive such reports with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

A. Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

- Immediately upon receipt of defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.
- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every ninety (90) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least forty-five (45) days prior to the first day of trial.

B. Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings – Identify the court and filing date, all parties and their attorneys, provide a brief evaluation of the opposing attorney, and

list the causes of action alleged against each Member Entity defendant.

- Factual Background – Briefly summarize all file materials reviewed, relevant history, and any other pertinent documents used by Defense Counsel to develop the factual background of the case. This should include, but is not limited to, the following:

    - Information about actual or potential co-defendants and their counsel
    - Age, education, employment status, and marital/family status of the plaintiff(s)
    - Age, education, employment status, and marital/family status of all individual defendants
    - A summary of all witness interviews conducted
    - A summary of all relevant documents reviewed

- Liability Analysis – Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
- Strength and Weakness Analysis – Summarize the strengths and weaknesses of the plaintiff's case.
- Discovery Plan – Provide a summary of the discovery Defense Counsel anticipates conducting in the case and the reason for it.
- Motion Practice – Describe any motion practice Defense Counsel anticipates.
- Damages – Provide any known information on potential general and special damages.
- Settlement History and Potential for Early Resolution – Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.
- Likelihood of Success – Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
- Attorneys' Fees – If the plaintiff(s) can recover fees, provide an estimate of the fees Defense Counsel expects the plaintiff(s) has incurred to date, as well as what is expected to be incurred through trial. Also provide an estimate of future defense attorneys' fees and costs.
- Litigation Timeline – Describe the anticipated litigation timeline for the matter.
- Experts and Consultants – Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

C. Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the Member Entity will rely on these reports in setting adequate reserves. An initial budget report must be submitted to the Member Entity's person responsible for oversight of defense counsel within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

D. Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Member Entity and PRISM at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by PRISM.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) – Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including Defense Counsel's opinion as to how each will be viewed by a jury.
- Claims – Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants – Identify each co-defendant/cross-defendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background – Provide a summary of facts pertinent to the case.
- Percipient Witnesses – Identify each percipient witness to be called by each party, their affiliation (if any) with the Member Entity, and Defense Counsel's opinion regarding how they will be viewed by a jury.
- Expert Witnesses – Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability – Provide a thorough discussion of the critical liability issues, including the Plaintiff's theories and the Member Entity's defenses, whether the Plaintiff was comparatively negligent and the liability of all actual and potential Defendants. If applicable, this section should include discussion about the likelihood of success of affirmative defenses, statutes of limitations issues, mitigation, and immunities to be raised through summary judgment or trial. Also, include a reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a probability of an overall defense verdict.
- Special Damages – Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to "blackboard" and provide a likelihood of success on each item of special damages you expect to be claimed. If there is a claim for past or future lost earnings, please include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages – Discuss the Plaintiff's general damages claim including an analysis of what facts support or detract from a general damages award. Provide Defense Counsel's estimate of a likely general damages award.
- Punitive Damages – Identify who a punitive damages claim is alleged against, analyze the Plaintiff's likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The Member Entity is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss Defense Counsel's plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages – If the Plaintiff is seeking such relief, provide Defense Counsel's analysis regarding their likelihood of success on such a claim.
- Attorneys' Fees and Costs – In cases involving claims based upon statutes authorizing fees, such as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)' attorneys' fees and costs to date, as well as Defense Counsel's anticipated amount through trial.

- Settlement Discussions/Demand – Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information – Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please also provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation – Summarize the overall position of the case (strengths and weaknesses of the Plaintiff's case) and make recommendations regarding a resolution or continued defense of the case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide Defense Counsel's recommendations regarding an appropriate settlement range.
- Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

V. PLEADINGS

A. Responsive Pleadings

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the Member Entity. Defense Counsel must obtain authority from the Member Entity before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the Member Entity a final copy of the points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

B. Cross-Complaints

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the Member Entity prior to filing a Cross-Complaint and a copy of the Cross-Complaint must be provided to Member Entity after filing.

C. Law and Motion/Research

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the Member Entity does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of five (5) hours per case must be preapproved by the Member Entity.

VI. DISCOVERY

Defense Counsel should refrain from conducting discovery that amounts to abuse. It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges.

In addition, Defense Counsel shall conduct a thorough investigation, working with Member Entity's Defense Counsel Liaison to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

When providing discovery responses, Defense Counsel should consider potential evidentiary issues at trial, including the possibility of limiting instructions based upon the failure to produce requested documents. Potential discovery problems should be raised with Member Entity immediately. Counsel must notify the Member Entity of any motion to compel and/or request for sanctions against the Member Entity and/or Defense Counsel, and provide a copy of any such motion, request, or order.

A. Interrogatories and Requests for Admission and Documents

At the beginning of each case, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the Member Entity. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from Member Entity employees; 5) meet with Member Entity employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the Member Entity for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.

B. Depositions

The Member Entity must be given advance notice of all depositions that occur in a case. Generally, the approved trial attorney is encouraged to take or defend the depositions of the Plaintiff, any individually named Member Entity Defendants, critical witnesses, and experts.

It is expected that Defense Counsel will thoroughly prepare Member Entity's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the Member Entity before scheduling a video-taped deposition.

C. Damages Defense

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by Member Entity.

VII. EXPERT REVIEWS AND WITNESSES

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise Member Entity regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the Member Entity and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the Member Entitty. A

decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the Member Entity regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the Member Entity.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the Member Entity with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the Member Entity before the supplemental disclosure occurs.

VIII. TRIAL PREPARATION

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses, the Member Entity, and PRISM of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

Defense Counsel should timely provide information on the judge assigned for trial. The decision to challenge a judge can only be made by the Member Entity and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the Member Entity.

In advance of trial, Member Entity witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.

Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the Member Entity before trial.

IX. TRIALS

Unless previously approved by the Member Entity, only one attorney may try a case on behalf of the PRISM.

Attendance at trial by the proper representative from Member Entity is critical to the successful defense of cases. It is important to identify and propose to the Member Entity well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the Member Entity on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the Member Entity. The Member Entity's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

X. WRITS AND APPEALS

Following trial, Defense Counsel shall consult with the Member Entity regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by Member Entity.

XI. SETTLEMENTS

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. Member Entity also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the Member Entity. A representative from the Member Entity will attend mediations and mandatory settlement conferences on behalf of the Member Entity.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the Member Entity. Settlements over a certain amount are contingent upon approval by the Member Entity's board, PRISM, and potentially reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from PRISM in advance of any settlement discussions. The need to obtain approvals from an entity's Board and/or PRISM should be communicated to the Plaintiff's counsel during any settlement

negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes approximately thirty (30) days for the Member Entity to issue a settlement check after the final agreement has been signed by all parties and their attorneys.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the Member Entity and PRISM as well each named Defendant.

XII. BILLING PROCEDURES

All invoices are to be submitted on a monthly basis and directed to the Member Entity's Defense Counsel Liaison. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the Member Entity does not constitute a waiver of the Member Entity's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the Member Entity will not pay for more than one (1) attorney performing the same task. For example, the Member Entity will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. Member Entity will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are

learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the Member Entity.

A. Invoices

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The Member Entity and/or TPA and/or their respective claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10th of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller
- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., “telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc.”
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as “work on file,” “telephone call,” “conference,” and “research,” without further explanation, are not acceptable and will not be paid.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to two thousand dollars ($2,000) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

B. Maximum Allowable Charges and Travel

The following guidelines are provided regarding maximum allowable charges:

- The Member Entity will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the Member Entity.
- Photocopy costs should not exceed ten cents ($0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Virtual Court Appearances: Member Entity will pay for reasonable charges charged by a court for Defense Counsel to appear virtually at appearances.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-Member Entity business.

C. Disallowed Charges

In addition to items listed above in sections A and B, the Member Entity will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production,

communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).

- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Charges for the use of virtual conference rooms or other virtual meeting services.
- Responding to requests from Member Entity and/or their auditors relating to case file management and/or billing issues.

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1200

TO: Board of Supervisors

FROM: Ryan Alsop, Chief Executive Officer

REPORT BY: Christine Briceño, Chief Human Resources Officer

SUBJECT: Resolution Appointing Representative to Public Risk Innovation, Solutions, and Management (PRISM)

RECOMMENDATION

Adopt a Resolution appointing Chief Human Resources Officer Christine Briceño as the new County Representative to the Public Risk Innovation, Solutions, and Management (PRISM) Board. (No Fiscal Impact; Discretionary)

BACKGROUND

Napa County is a member of Public Risk Innovation, Solutions, and Management (PRISM), a member-directed risk-sharing pool of counties that provides risk coverage programs and risk management services. Since May 2023, Becky Craig (Craig), the County's former Assistant Chief Executive Officer, has been serving as the County's primary representative to the Board of Directors with Alfredo Larrañaga (Larrañaga), Safety Officer & ADA Coordinator serving as the alternate representative. With Craig's separation from the County and risk management services consolidated within Human Resources, it is recommended that the Board appoint Chief Human Resources Officer Christine Briceño as the new County representative to the PRISM Board of Directors. There is no recommended change to Larrañaga's appointment as the alternate representative.

Requested Action:

Adopt a Resolution appointing the County's Chief Human Resources Officer Christine Briceño as the County's primary representative to the PRISM Board of Directors.

FISCAL IMPACT

Is there a Fiscal Impact?	No
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, APPOINTING COUNTY REPRESENTATIVE TO THE BOARD OF DIRECTORS OF PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)

WHEREAS, CSAC Excess Insurance Authority (EIA) was formed by and for the California counties in 1979 by the California State Association of Counties (CSAC); and

WHEREAS, CSAC-EIA is a member-directed risk sharing pool of counties which provides risk coverage programs and risk management services: and

WHEREAS, Napa County has been a long-time member of CSAC- EIA and appoints a County member and alternative member to the Board of Directors of CSAC-EIA; and

WHEREAS, the County member and alternative member have been employees in various management positions from within the County Executive Office; and

WHEREAS, after 40 years in existence, CSAC-EIA changed its name to "Public Risk Innovation, Solutions and Management" (PRISM); and

WHEREAS, Resolution 88-62, adopted by the Board of Supervisors on May 10, 1988 appointed Jay Hull as Napa County's CSAC-EIA Board of Directors Representative and Karen Schoenfeld as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution 04-48, adopted by the Board of Supervisors on April 13, 2004 appointed Lorenzo Ziálcita as Napa County's CSAC-EIA Board of Directors Primary Representative, and Dennis Morris as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No. 05-164, adopted by the Board of Supervisors on September 20, 2005 appointed Karen Schoenfeld as Napa County's CSAC-EIA Board of Directors Primary Representative and Mark Gregersen as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No. 06-135, adopted by the Board of Supervisors on June 27, 2006 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Mark Gregersen, Napa County Human Resources Director, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No. 09-111, adopted by the Board of Supervisors on August 11, 2009 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Lorenzo Ziálcita, Napa

County Principal Management Analyst, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No 2010-34, adopted by the Board of Supervisors on April 6, 2010 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Maiko Klieman, Napa County Management Analyst II, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No 2010-89, adopted by the Board of Supervisors on July 13, 2010 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Molly Rattigan, Napa County Senior Management Analyst, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No 2011-21, adopted by the Board of Supervisors on March 22, 2011 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Suzanne Mason, Napa County Director of Human Resources, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No 2015-95, adopted by the Board of Supervisors on July 14, 2015 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Leanne Link, Napa County Assistant County Executive Officer, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

WHEREAS, Resolution No 2017-115 recognized the name change to PRISM and also appointed Deputy County Executive Officer Helene Franchi to serve as the Alternate Representative; and

WHEREAS, Resolution No 2023-67, adopted by the Board of Supervisors on May 16, 2023 appointed Rebecca Craig, Assistant Chief Executive Officer, as Napa County's PRISM Board of Directors Primary Representative and Alfredo Larrañaga, Safety Officer & ADA Coordinator, as Napa County's PRISM Board of Directors Alternate Representative

WHEREAS, Rebecca Craig separated from Napa County service and will no longer be able to serve as the Primary Representative to the Board of Directors of PRISM; and

WHEREAS, the current Chief Human Resources Officer, Christine Briceño, is willing and able to serve on the PRISM Board of Directors as the Primary Representative.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The appointment of Rebecca Craig as Napa County's PRISM Board of Directors Primary Representative is hereby revoked;

2. Christine Briceño, the County's Chief Human Resources Officer, is hereby appointed to serve as Napa County's PRISM Board of Directors Primary Representative and Alfredo Larrañaga, Safety Officer & ADA Coordinator, will remain as Napa County's PRISM Board of Directors Alternate Representative.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 16th day of June 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*: Susan B. Altman*, Deputy Date: May 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:_____

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1251

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Maiko Klieman, Chief Budget Officer

SUBJECT: Budget Amendment for County Executive Office

RECOMMENDATION

Approval of a Budget Amendment to increase appropriations in the amount of $295,000 for salaries in the County Executive Office to cover the payroll for the remainder of the fiscal year. (Fiscal Impact: $295,000 Expense; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Requesting an increase in appropriations in the amount of $295,000 for salaries in the County Executive Office (Fund 1000, Sub-Division 1020000) to cover the staff costs through the end of the fiscal year. This increase is mainly due to unforeseen vacation payouts due to staff resignation and extra help cost during staff's medical leave.

Requested Action:

Approve a budget amendment increasing Salaries and Wages account in the County Executive Office budget (Fund 1000, Sub-Division 1020000, Account 51100) by $295,000, offset by use of General Fund Available Fund Balance. (4/5 vote required)

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	This adjustment is needed to cover staff salaries and benefits for the remainder of fiscal year 2025-26.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	There will not be sufficient budget to cover staff salaries and benefits for the remainder of fiscal year 2025-26.
Strategic Initiative:	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1068

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Fire Services Agreement with the Town of Yountville

RECOMMENDATION

Approve and authorize Agreement No. 270027B with the Town of Yountville for the term through June 30, 2028 with a maximum compensation amount of $2,058,005 for fire protection services. (Fiscal Impact: $2,058,005 Revenue; Fire Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Fire Department contracts with the California Department of Forestry and Fire Protection (CAL FIRE) for personnel for its fire protection services that operate under a County Fire Plan and are supported by the County. The County contracts with the Town of Yountville and the California Veterans Home to provide fire protection services to those jurisdictions.

Fire Protection services in the Yountville area are provided through a three-way cost share between the County, the Town of Yountville, and the Veterans Home. The agreement provides for the Town's share of staffing, including fire suppression, fire prevention, rescue, emergency medical services, and all life safety hazards as well as operating the Yountville Station. This contract provides revenue to the County for the Town's share of staffing and operating costs for Yountville Fire Station.

For Fiscal Years 2026-27 and 2027-28, station staff and services will remain the same from Fiscal Year 2025-26.

The Fiscal Year 2026-27 contract will increase the compensation rate and contract maximum to $2,058,005.

The Fiscal Year 2027-28 contract will increase the compensation rate and contract maximum to $2,153,449.

This agreement is written as a contract amount. This shared contract has been a positive example of cooperative fire services.

Requested Action:

Approve and authorize Agreement No. 270027B with the Town of Yountville for the term through June 30, 2028 with a maximum compensation amount of $2,058,005 for fire protection services.

FISCAL 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, 2028, 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:	If not approved there will be a loss of one third of the three-way cost share between the County, the Town of Yountville and the Veterans Home.

ENVIRONMENTAL IMPACT

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

Docusign Envelope ID: 593F2D49-1CD4-891F-8095-9BB49C0349E9

NAPA COUNTY AGREEMENT NO. 270027B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and TOWN OF YOUNTVILLE, a municipal cooperation, hereinafter referred to as "Town." Collectively, County and Town may be referred to as "Parties" and individually, as "Party."

RECITALS

A. County has equipment and personnel and is willing to provide fire protection services within the jurisdictional boundaries of Town; and

B. Town has need of such services and desires to contract with the County for provision of such fire protection services under the terms and conditions set forth herein, as authorized by Government Code section 55632.

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. County shall provide professional services to Town 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.

1.2 Schedule. County shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A.

1.3 Standard of Care. County 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.

1.4 Government Code Section 7550. Every document or report prepared by County for or under the direction of Town 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 non-employees of Town 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.

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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, 2028, unless terminated earlier in accordance with this Article.

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

2.3 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. Town shall pay County for operations, maintenance, and equipment replacement costs incurred by County when providing the services described in Exhibit A in the amounts set forth in Exhibit B, attached hereto and incorporated by reference herein.

3.1.1 Maximum Amount. The maximum payments under this Agreement shall not exceed a total of FOUR MILLION TWO HUNDRED ELEVEN THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS ($4,211,454); 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. County may submit an invoice biannually in arrears for services provided.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, County 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.

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4.2 Inclusion in Subcontracts. County shall require its subcontrators 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, County and Town shall each defend at its own expense, indemnify, and hold harmless each other 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 that Party or its officers, agents, employees, volunteers, contractors, and subcontractors 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 that Party. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. County shall comply, and require its employees and subcontrators 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.

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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.

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. County 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. County hereby covenants that it presently has no interest not disclosed to Town 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. County further warrants that it is unaware of any financial or economic interest of any public officer or employee of Town relating to this Agreement. Violation of this paragraph by County is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. County 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. County 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. County shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if County fails to pay or withhold, when due, all such taxes and obligations. If Town is audited for compliance regarding any withholding or other applicable taxes or amounts, County shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Town.

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

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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 County and Town. 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 Town's recommendation of settlement may be subject to the approval of the Town Council. 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. County shall provide Town with access to County's records which are reasonably necessary for Town to review or audit County's compliance with the provisions of this Agreement. County shall provide such access within 10 business days after written request by Town, either by providing copies of the requested records to Town or allowing Town to inspect and photocopy the records at County's place of business where the records are kept. County 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

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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	TOWN
Chief Executive Officer	Town Manager
County of Napa	Town of Yountville
1195 3rd Street – Ste. 310	6550 Yount Street
Napa, CA 94559	Yountville, CA 94599

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

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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 Town and County shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either Party's performance is delayed due to causes which are outside the control of both Parties and their subcontractors, 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 County and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by County, are for the sole use of Town. Neither the documents nor their contents shall be released by County or any subcontractors to any third party without the prior written consent of Town. County shall not disclose records or other information provided by Town 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 County, at the time it was disclosed to County by Town; (2) subsequently become publicly known through no act or omission of County; or (3) otherwise become known to County other than through disclosure by Town.

9.9 Insolvency. Each Party shall notify the other Party if it 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 the Parties' contract numbers and contracting offices for all Party 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.

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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 each Party 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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

TOWN OF YOUNTVILLE

By Ken MacNab 6/3/2026 | 12:08 PM PDT
KEN MACNAB, Interim Town Manager

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: *Shana A. Bagley* Deputy County Counsel Date: May 27, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

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EXHIBIT A
SCOPE OF SERVICES

A.1 Fire Protection Services

A. County shall provide fire protection services to Town and keep the Yountville Fire Station open and operational. "Fire protection services" shall include fire suppression, fire prevention, rescue, emergency medical service, and all life safety hazards.

B. Staffing will be assigned at the discretion of County's Fire Chief, so as to ensure a seven-person response, seven days a week, 24 hours a day.

C. County shall provide "move up and cover" with County resources if regularly assigned resources are unavailable or committed to another incident for an extended duration.

D. County's annual Cooperative Fire Services Agreement with the California Department of Forestry and Fire Protection, including but not limited to, the provisions relating to identification of Yountville Station staffing and the costs related thereto, is hereby incorporated by reference herein.

A.2 Additional Services. County shall provide the following additional services, at no additional cost, to Town, as needed:

- Hazardous Materials Response Team with equipment (Level A) ·
- Technical Rescue Team
- Emergency Dispatch Service

A.3 Fire Prevention Services

Public Education Programs: County shall assist Town in providing public education programs and materials for fire prevention education and other public safety awareness programs.

Fire Marshal Services: County shall provide plan review and inspection services to Town. All fees for plan review and inspection services shall be paid to County Fire by the project applicant or the property owner at the rate set in the County's Fee Policy. State-mandated business inspections shall be completed annually by the County. All fees for inspections services shall be paid by the business or property owner at the rate set in the County's Fee Policy.

County shall assist the Town by providing recommendations for the triennial adoption of the model building and fire codes.

At the request of Town, additional Fire Marshal services can be provided at the hourly rate set annually by County.

IV. Adjustments in the Level of Service. Town and County acknowledge that the level of service to be provided by County, as outlined above, is dependent upon the continued participation by both Town and the Veterans Home of the State of California in the funding of the Operations and Maintenance costs of the Yountville Fire Station. Upon any reduction in

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Town and/or the Veterans Home's contribution, this Agreement shall be subject to renegotiation as to scope of services or compensation or both.

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EXHIBIT B

COMPENSATION AND FEE SCHEDULE

B.1 Compensation for Operation and Maintenance

Town shall pay County the following annual fees to cover the cost to County of operations and maintenance required to provide the services required of County under this Agreement:

FISCAL YEAR	OPERATIONS AND MAINTENANCE
FY 2026/2027	$2,058,005
FY 2027/2028	$2,153,449

For FY 2026/2027, the payment for services will be TWO MILLION FIFTY-EIGHT THOUSAND FIVE DOLLARS ($2,058,005).

For FY 2027/2028, the payment for services will be TWO MILLION ONE HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED FOURTY-NINE DOLLARS ($2,153,449).

B.2 Payments and Credits

Town shall pay the annual fees on a semi-annual basis, in arrears, upon presentation of invoices to Town by County. In preparing the invoice for the second semi-annual payment each fiscal year, County shall credit against the sum due the amount of structural fire tax collected or to be collected by County from within the Town limits during the then-current fiscal year, as determined by the Napa County Auditor-Controller and Napa County Treasurer-Tax Collector.

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EXHIBIT B-1
ANNUAL BUDGET SHEET

YOUNTVILLE STATION
FISCAL YEAR 2026-2027 & 2027-2028

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

					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

NO	CLASS	PERIOD	MON	Salary	DIFFERENTIAL 3%	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

SUBTOTAL	**4,986,915.72**
CALFIRE CONTRACT FEE	**537,090.82**

	FY 26/27	FY 27/28
TOTAL PERSONNEL SERVICES	**5,800,206.88**	**6,090,217.22**

5% increase annual over 25/26 #s

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OPERATING EXPENSE

MISCELLANEOUS STATION EXPENSE

TYPE	MONTHS	RATE	AMOUNT
Station Maintenance			24,026.00
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
Capital Improvement/Repairs			Billed Actuals
		STATION EXPENSE	107,792.00

UTILITIES

TYPE	MONTHS	RATE	AMOUNT
Gas & Electricity	12	2,900.00	34,800.00
Water & Sewer	12	1,700.00	20,400.00
Garbage	12	590.00	7,080.00
Phone/Internet	12	775.00	9,300.00
		UTILITIES	71,580.00

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	$243,314.09
			VEHICLES	508,221.09
			CALFIRE O&E CONTRACT FEE	13,286.00

	FY 26/27	FY 27/28
TOTAL OPERATING EXPENSES	903,421.64	948,592.72

5% increase annual over 25/26 #s

COUNTY OF NAPA ADMINISTRATIVE CHARGE

	FY 26/27	FY 27/28
11.69% of GROSS EXPENDITURES	6,703,628.51	7,038,809.94
ADMIN CHARGE	783,654.17	822,836.88

	FY 26/27	FY 27/28
GRAND TOTAL	**7,487,282.68**	**7,861,646.82**
Three Equal Shares	2,495,760.89	2,620,548.94

Docusign Envelope ID: 593F2D49-1CD4-891F-8095-9BB49C0349E9

	Prev Fiscal Yr	5%	Apparatus	Total	Savings
Town Proposal - 26/27	$ 1,817,975	$ 90,899	$ 149,131	**$ 2,058,005**	**$ 437,756**
Town Proposal - 27/28	$ 1,908,874	$ 95,444	$ 149,131	**$ 2,153,449**	**$ 467,100**

Note: Billed on actuals

Docusign Envelope ID: 593F2D49-1CD4-891F-8095-9BB49C0349E9

EXHIBIT C
INSURANCE REQUIREMENTS

C. 1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, County shall provide workers compensation insurance for the performance of any of County'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. County shall provide Town with certification of all such coverages upon request by Town's Risk Manager.

C.2 Liability Insurance. County 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 County or any officer, agent, or employee of County under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. RESERVED.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with County'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 County 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 County or County's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, County 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 Town's Risk Manager, demonstrated by other evidence of coverage acceptable to Town's Risk Manager, which shall be filed by County with the County Department administering this Agreement prior to commencement of the Scope of Services.

Docusign Envelope ID: 593F2D49-1CD4-891F-8095-9BB49C0349E9

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its Town number or title and department; shall be kept current during the term of this Agreement; shall provide that Town 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, County shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa Town, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, County 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 County not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Town shall pertain only to liability for activities of County under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by Town. 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 Town's Risk Manager, County 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 Town's Risk Manager, which approval shall not be denied unless the Town'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 County by this Agreement. At the option of and upon request by Town'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 Town, its officers, employees, agents, and volunteers or

Docusign Envelope ID: 593F2D49-1CD4-891F-8095-9BB49C0349E9

County shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

1195 THIRD STREET
SUITE 310
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1069

TO: Board of Supervisors

FROM: Allison Haley, District Attorney

REPORT BY: Sophie Johnson, Staff Services Manager

SUBJECT: Resolution for California Victim Compensation Board Revenue Agreement

RECOMMENDATION

Adopt a Resolution authorizing the District Attorney to enter into a revenue agreement with the California Victim Compensation Board in the amount of $55,000 per fiscal year for the term July 1, 2027 through June 30, 2029 to pursue restitution from convicted individuals to reimburse the State of California Victims of Crime Fund. (Fiscal Impact: $55,000 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

The California Victim Compensation Board (CalVCB), has contracted with Napa County since 1998 to assist with restitution recovery. CalVCB, provides funding to the District Attorney's Office to offset costs of a Paralegal to pursue restitution from convicted individuals, the funds collected reimburse the State of California's Victims of Crimes Fund. The Napa County District Attorney's Office was the first program created in the State of California and has been so successful that Napa County is being used as a model throughout the State. Napa County has been funded since 1998 and has maintained funding even when Victim Compensation and Government Claims Board contracts have been cut or discontinued in other counties. This reflects Napa County's continued success.

The recommended resolution authorizes the Napa County District Attorney to sign a revenue agreement for partial funding of a Paralegal providing restitution services, in the amount of $55,000 per fiscal year, for a maximum of $165,000, for the period of July 1, 2027 through June 30, 2029.

Requested Action:

Adopt a Resolution authorizing the District Attorney to enter into a revenue agreement with the California Victim Compensation Board (CalVCB) in the amount of $55,000 per fiscal year for the term July 1, 2027 through June 30, 2029.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	District Attorney, Fund 100; Subdivision 130000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary in that there is no mandate to provide these services and accept these funds. However, funds from the CalVCB provides partial funding for a Paralegal who assists crime victims and the State of California in recovering restitution. The revenue agreement amount is $55,000 per fiscal year, from 2027-2029.
Is the general fund affected?	Yes
Future fiscal impact:	Revenue for future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this item is not approved, the District Attorney's Office will not be able to use State funds from the revenue agreement to offset the costs of funding a Paralegal position to assist with restitution recovery.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, FOR FUNDING THE RESTITUTION PROGRAM BY THE CALIFORNIA VICTIM COMPENSATION BOARD

WHEREAS, the Napa County District Attorney's Office has operated a certain project designated THE CRIMINIAL RESTITUTION COMPACT (hereinafter referred to as "Program") since 1998 with the State of California Victim Compensation and Government Claims Boards, now renamed the California Victim Compensation Boards as a result of Senate Bill 836 (hereinafter referred to as "CalVCB"); and

WHEREAS, the Napa County District Attorney's Office desires to continue the Program, which provides funding toward a Victim Restitution Specialist, through a Standard Agreement (hereinafter referred to as "Standard Agreement") for each fiscal year with the CalVCB, which expired on June 30, 2026 and will be renewed following the adoption of this resolution, to ensure restitution fines and orders are properly administered in accordance with applicable statutes; and

WHEREAS, the CalVCB has authorized and allocated $55,000 per fiscal year, for a maximum of $165,000, for the period of July 1, 2026 through June 30, 2029 for the District Attorney's Office to continue to operate the Program, subject to the execution of a Standard Agreement and acknowledgement of the terms and conditions contained therein;

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

1. The Board of Supervisors authorizes the Napa County District Attorney to execute a Standard Agreement and submit any necessary documents associated therewith to the CalVCB for the purpose of continuing the Program for the period beginning July 1, 2026, and ending June 30, 2029, including any extensions or amendments thereof, and for each fiscal year thereafter as funding continues to be available for the program.

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

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Corey S, Utsurogi* Deputy County Counsel Date: 3/26/26	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1009

TO: Members of the Governing Board

FROM: Christopher Silke - District Engineer

REPORT BY: Sarah Geiss - Supervising Staff Services Analyst

SUBJECT: Increase Fiscal Year 2025-26 Appropriations

RECOMMENDATION

Approve a Budget Amendment increasing appropriations in the Napa Berryessa Resort Improvement District (District) operations budget from the reimbursement of USDA Reserve Funds in the amount of $250,000. (Fiscal Impact: $250,000; Napa Berryessa Resort Improvement District Fund; Budget Reallocation; Discretionary)
[4/5 vote required]

BACKGROUND

The SCADA System Upgrades/Replacement Project (Project 25046) was awarded in June 2025 with all work completed to date occurring in fiscal year 2025-26. It was initially funded using $250,000 of the NBRID Operations fund balance; however, the closing documents for the USDA loans that were issued to the District in 2013 for capital improvements, include a stipulation for the District to contribute $112,033 ($58,966 sewer, $53,067 water) annually to a depreciation reserve for short-lived assets. As the current SCADA system was a component of the USDA water and sewer projects and it is near the end of its useful life and also putting both systems at risk of violations due to limited monitoring capability, staff believes the depreciation reserves are a better funding source for the SCADA project and the operations fund balance should be reimbursed. Reimbursement of these funds will improve current fiscal year cash flow and allow continued payment of operations invoices through June 30, 2026, including a major repair to a sewer gravity main between Noah Ct and Steele Canyon Road.

To date approximately $896,264 ($471,728 sewer, $424,536 water) has been deposited into the water and sewer USDA Reserve Funds since collection of the annual contribution from the operations budget began in fiscal year 2016. Approximately $235,000 and $195,000 has been used to fund the following USDA related asset replacement projects:

Sewer Projects
a) StormBLOX treatment unit transfer pump replacement

b) Polymer feed system rehabilitation
c) Replacement of the membrane cassettes used for sewer treatment
d) Replacement of two permeate pumps used for sewer treatment
e) Replacement of pumps and appurtenances used in the influent and overflow basins
f) Replacement of Instruments and Monitoring Equipment at the sewer plant
g) Replace Rotating Assembly for Gorman Rupp Effluent pumps at sewer plant

Water Projects:
a) Roberts Filter blower rehabilitation.
b) Installation of Variable Frequency Drives (VFDs) at the raw water intake pumps.
c) Restoration/rehabilitation of both steel filter tanks used for water treatment.
d) Replacement of water plant process control and monitoring equipment.
e) Replacement of two pump motor starters

Accounting for the above, the current balance of the USDA Reserve Funds are $349,000 in the USDA Water Res Project (Project 16023) and $370,000 in the USDA Sewer Res Projects (Project 16022).

Requested Actions:
1. Approve a budget amendment for the following (4/5 vote required):
a. Increase appropriations by $250,000 in the Operations Division (5240000) for Maintenance and Professional Service expenses incurred on the USDA SCADA project, offset by a transfer-in from two USDA Water Reserve Projects, Projects 16022 and 16023; and
b. Increase appropriations by $250,000 in the Capital Improvement Division (5240500) to transfer-out from two USDA Water Reserve Projects, $125,000 from Project 16022 and $125,000 from Project 16023, offset by the release of the restricted depreciation reserves.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the budget amendment will allow the District to continue paying invoices for operations and maintenance activities through the end of fiscal year
Is the general fund affected?	No
Future fiscal impact:	Approval of the proposed Budget Amendment will reimburse the operations budget fund balance by $250,000 and provide additional funding capacity for ongoing USDA water-related project expenses.
Consequences if not approved:	If the budget amendment is not approved, operational expenses are anticipated to exceed budgeted appropriations before the end of the fiscal year
Strategic Initiative:	Build healthy, connected communities

ENVIRONMENTAL IMPACT

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

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1039

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administration Manager

SUBJECT: University of Cincinnati Research Institute, Agreement No. 260006B, Amendment No. 1

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 260006B with the University of Cincinnati Research Institute to extend the term through June 30, 2026 to develop program surveys to assist the County in assessing the performance of its youth programming. (Fiscal Impact: $15,000 Expense; State Realignment Funds; Budgeted; Discretionary)

BACKGROUND

The Board approved the original Agreement No. 260006B on April 22, 2025, for the University of Cincinnati Research Institute (UCCI) to develop program surveys to assist the County in assessing the performance of its youth programming. The agreement allows for the development and pilot of two (2) program surveys (Youth Participants and Family) to assist the County in assessing the performance of its youth programing. The Youth surveys are designed to gather data from program youths regarding topics such as their understanding of key programming teachings, beliefs of the likelihood of future behaviors, and perception of their own attitude and behavior changes since participating in the program, as well as across the aftercare period. The Family surveys are designed to gather data from families regarding their post-program observations of youth's attitude and behavior changes since participating in the program, as well as across the aftercare period.

This Amendment extends the term an additional year to complete the surveys.

State realigned funding (SB 823) will be used to offset the entire professional fees of this agreement. The contract maximum is $26,000 and it is anticipated that the remaining contract balance of $15,000 will be spent in fiscal year 2026-2027.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 260006B with University of Cincinnati Research Institute to extend the term an additional fiscal year to June 30, 2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Department does not have the resources needed to develop and pilot program surveys to assess performance of its youth programing.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriation has been requested in the fiscal year 2026-2027 Recommended Budget. UCCI's agreement will be offset entirely by State realigned funds. (SB 823)
Consequences if not approved:	If the amendment is not approved, the vendor is not able to complete the agreed upon scope of work and Probation is not able to assess the effectiveness of its youth programs.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260006B
AMENDMENT NO. 1

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT 260006B is made and entered into this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE, a 501(c)(3) non-profit Ohio Corporation, whose address is PO Box 19614 Cincinnati, OH, 45221, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, on May 1, 2025 County and Consultant entered into Napa County Agreement No. 260006B (the "Agreement"), under which Consultant agreed to provide professional services to develop and pilot program surveys (youth participant, and family) to assist County in assessing the performance of its youth programming.

WHEREAS, County and Consultant now desire to extend the term of the Agreement an additional fiscal year.

WHEREAS, Consultant is willing to provide such specialized services to County under the terms and conditions set forth herein.

NOW, THEREFORE, For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant hereby amend Napa County Agreement No. 260006B as follows:

TERMS

1. Article II, Paragraph 2.1 is hereby amended to read in full as follows:

2.1 Term of the Agreement. The term of this Agreement shall commence on May 1, 2025 and shall expire on June 30, 2026, unless terminated earlier in accordance with this Article. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement 260006B was executed by the parties hereto as of the date first above written.

UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE

By _____
FRANK M. GERNER, Board President

Digitally signed by Patrick Clark
Date: 2026.05.18 14:39:53

By _____
PATRICK CLARK, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Douglas Parker (via e-sign)* Deputy County Counsel Date: April 30, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

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SUITE 310
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Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1051

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administration Manager

SUBJECT: L.E. Professional Standards Training

RECOMMENDATION

Approve and authorize Agreement No. 260298B with L.E. Professional Standards Training for the term July 1, 2026 through June 30, 2027, with a contract maximum of $56,000 each fiscal year, to provide law enforcement training. (Fiscal Impact: $56,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

L.E. Professional Standards provides Standards and Training for Corrections (STC) to law enforcement personnel that meet the State's standard in delivering trained qualified instructors and job-related skills training to Corrections and Probation personnel. There are a variety of professional development trainings offered. The vendor will deliver training related to California mandates with the latest legislative enactments; case law decisions affecting Probation and other law enforcement agencies; best practice response to manage field contacts; coping mechanisms, professional courage, foundational principles of de-escalation; the importance of personal and peer accountability; and increase the confidence and ability to articulate and assess an individual's behavior who may be experiencing episodic mental distress and respond with effective resolution techniques.

The vendor is a current provider of services. This agreement includes the County's updated terms and conditions and an increase in training fees based on the maximum training cost from the STC program of $230 per trainee for an eight-hour training day, which is equivalent to $28.75 per trainee per instructional hour effective July 1, 2026.

State funding is available to offset the costs of training.

Requested Action:

Approve Agreement No. 260298B with L.E. Professional Standards Training for the term July 1, 2026 through June 30, 2027, with two (2) automatic annual renewals ending June 30, 2029, not to exceed $56,000 each fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Probation Officers are required to receive 40 hours of STC training annually but not required to receive the training from this vendor.
Is the general fund affected?	Yes
Future fiscal impact:	The agreement has a two-year automatic annual renewal. Future appropriations will be budgeted accordingly.
Consequences if not approved:	If the agreement is not approved, Probation Officers may not receive the necessary training to maintain proficiency needed while on the job.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260298B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026 ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and DAVID JAIME doing business as L.E. PROFESSIONAL STANDARDS TRAINING; whose address is 16230 Shady Tree Lane, Chino Hills, CA, 91709, hereinafter referred to as "Consultant."

RECITALS

A. WHEREAS, County wishes to obtain professional services in order to provide law enforcement training to county probation staff.

B. WHEREAS, this agreement is entered into without a competitive process, because the contract amount is below the threshold for competition.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

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

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within 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. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to

Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

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

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

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

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

ARTICLE III – COMPENSATION

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

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

3.1.2 Expenses. No travel or other expenses will be reimbursed by COUNTY.

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 FIFTY-SIX THOUSAND DOLLARS ($56,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the PROBATION ADMINISTRATIVE 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.

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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.

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ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Napa County Probation Department	David Jaime
Probation Administrative Manager	L.E. Professional Standards Training
212 Walnut Street	16230 Shady Tree Lane
Napa, CA 94559	Chino Hills, CA 91709

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract

Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

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

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

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

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

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence,

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

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

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

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

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

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

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited

to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

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

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

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

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

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

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

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).

DAVID JAIME doing business as L.E. Professional Standards Training

By _____
DAVID JAIME, Sole Proprietor

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: *Douglas Parker (via e-sign)* Deputy County Counsel Date: April 27, 2024	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

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

A. Four (4) days of training on two (2) different courses: *Redefining Use of Force Paradigms Through De-escalation* (2 days of training) and *Probation Contacts and Liability* (2 days of training). Each day of training will be eight (8) hours from 8am – 5pm. Three (3) instructors shall be scheduled to teach *Redefining Use of Force Paradigms Through De-escalation*, and two (2) instructors shall teach *Probation Contacts and Liability*. There shall be a maximum of 30 participants per training day. Participants will be provided with required training documents and presentation content.

i. *Redefining Use of Force Paradigms Through De-escalation* (content)

1. Emerging legislative mandates (SB 320, Government Code 7286, PC 835)
2. Agency Policy
3. Foundational principles of de-escalation
4. Difference between non-coercive de-escalation and realistic de-escalation
5. De-escalation through transition
6. Balancing Risk
7. Containment, Control, Contact, Communication
8. Actionable concepts through scenario-based discussion/debrief
9. Law enforcement legitimacy and procedural justice
10. Respecting the value of all human life and dignity without prejudice
11. Officer authority and accountability strategies

ii. *Probation Contacts and Liability* (content)

1. State and Federal law
2. Complaint and litigation process
3. Civil vs. criminal liability and immunities
4. Deliberate Indifference and Bystander Liability
5. Litigation trends
6. Agency policy

7. Actionable concepts through scenario-based discussion/debrief
8. Legally sound field contacts
9. Transparency and accountability
10. Training strategies

COUNTY shall provide training room with tables and chairs for group seating (8-10 per group), working AV equipment (HDMI enabled projector and screen), white boards and easels with paper, coffee, water and refreshments each day.

B. Four-hour training to COUNTY Probation Adult and Juvenile division staff on the topic of current year *California Mandates* and applicable subsequent annual California Mandates as agreed by COUNTY and CONTRACTOR. This training provides a legal update with the latest legislative enactments and case law decisions that affect Probation and other law enforcement agencies. COUNTY will learn to interpret laws and practically apply objectives in the field. CONTRACTOR shall provide textbook ("lawbook") for use during the course, and an electronic copy shall be forwarded to COUNTY staff in attendance.

Each 4-hour training class shall be provided to Adult and Juvenile staff separately and must conform to the content and delivery requirements specified by the Board of State and Community Corrections in its *Policy and Procedures Manual for Training Providers,* effective July 2018.

The trainings shall be provided in Napa County at a facility provided by the COUNTY Probation department. Facility shall include a working computer, projector, access to a copy machine, easels/poster paper, and markers/pens.

C. Four-hour training to COUNTY Probation Adult and Juvenile division staff on the topic of *Civil Liability.* COUNTY staff will be familiarized with State and Federal law; the road to litigation; Civil vs. Criminal Liability; and Deliberate Indifference vs. Bystander Liability scenarios. COUNTY will engage in an active learning environment in which they provide legally sound and practical approaches to liability scenarios.

Each 4-hour training class shall be provided to Adult and Juvenile staff separately and must conform to the content and delivery requirements specified by the Board of State and Community Corrections in its *Policy and Procedures*.

The trainings shall be provided in Napa County at a facility provided by the COUNTY Probation department. Facility shall include a working computer, projector, access to a copy machine, easels/poster paper, and markers/pens.

D. Field Contacts – The Law, Policy, and Strategies for Probation Officers. This 2-day course covers an update on search and seizure law and highlights best practice responses to manage field contacts through officer role-play. Instructional topics for Day 1 will include an update on California and Federal law affecting search and seizure, specifically: "typical" vs. crime-n-progress contacts for probation officer, mutual aid/support issues, mental health and de-escalation force option consideration, and "reasonable" vs. "necessary" environment and receive feedback via a thorough debrief/group discussion.

Instructors:
CONSULTANT shall have five (5 instructors)

Participants:
No more than 33 participants each day

Materials:
Participants shall be provided with all required training documents and presentation content

Location:

The training shall be provided in Napa County at a facility provided by the COUNTY Probation department.

E. Eight-hour training to COUNTY on the topic of *Red Flag Employee*. This course will familiarize COUNTY with risk factors that lead to ethical, harassment and discrimination issues in the workplace. COUNTY will recognize the importance of officer wellness, coping mechanisms that contribute to misconduct, professional courage, and the importance of personal and peer accountability. COUNTY will be introduced to statistics, case studies (IA's Federal/State case law), and proactive strategies aimed at limiting workplace liability.

Instructor: David Jaime

Participants:
To be determined both COUNTY and CONSULTANT.

Materials:
Participants shall be provided with all required training documents and presentation content

Location:
The training shall be provided in Napa County at a facility provided by the COUNTY Probation department.

F. Eight-hour training to COUNTY on the topic of *Direct & Vicarious Supervisor Liability*. COUNTY will be familiarized with the Federal and State court litigation process; direct and vicarious supervisor liability (failure to train, improper assignment, failure to supervise, failure to discipline, and failure to direct); documentation and progressive discipline (preventative, corrective and formal); immunities and defenses; Federal and State protections for employees; and 'best practice' recommendations to limit criminal and civil liability in their supervisory role.

Instructor:
David Jaime

Participants:
No more than 12 participants

Materials:
Participants shall be provided with all required training documents and presentation content

Location:
The training shall be provided in Napa County at a facility provided by the COUNTY Probation department.

G. All training classes shall be provided as mutually agreed upon by COUNTY and CONTRACTOR.

H. In-Person Courses

CONTRACTOR requests use of the following: training facility that accommodates participants attending the course; computer (or HDMI connection for laptop); projector; access to a copy machine; easels/poster paper; and markers/pens.

COUNTY to advise CONTRACTOR if any of the preceding items cannot be provided.

COUNTY to notify CONTRACTOR (david@LEPST.com) if any departmental directives result in cancelation of in-person courses to avoid the following penalties:

30 days before the scheduled course date: no penalty

29 – 20 days before the scheduled course date: 15% of the course cost (minimum: 16 attendees)

19 – 10 days before the scheduled course date: 30% of the course cost (minimum: 16 attendees)

9 – 4 day(s) before the scheduled course date: 50% of the course cost (minimum: 16 attendees)

3 days – same day cancellations: 100% of the course cost (minimum: 16 attendees)

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550

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

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Training Course:	**Fee**
Redefining Use of Force Paradigms Through De-escalation • Two (2) days of training • Maximum of 30 Participants per day A 2.8% discount shall be provided if Consultant receives payment two weeks prior to the actual training day.	$7,718.57 per day
Probation Contacts and Liability • Two (2) days of training • Maximum of 30 Participants per day A 2.8% discount shall be provided if Consultant receives payment two weeks prior to the actual training day.	$7,718.57 per day
4-hour Courses (Minimum of 2 sessions per day) – Minimum of 20 participants • Current Year California Mandates • Civil Liability A 2.8% discount shall be provided if Consultant receives payment two weeks prior to the actual training day.	$75.00 - $115.00 per participant (depending on the course and based on reimbursement rate adjustments by STC)
8-hour Courses • Red Flag Employee • Direct & Vicarious Supervisor Liability (Maximum of 12 Participants) If County adds an additional 10-14 Participants to each Red Flag Employee training and Consultant is scheduled for three (3) days of consecutive trainings (Red Flag Employee and Direct & Vicarious Supervisor Liability), the Consultant fee will be $11,500. A 2.8% discount shall be provided if Consultant receives payment two weeks prior to the actual training day.	$150.00 - $230.00 per participant (depending on the course and based on reimbursement rate adjustments by STC)
Field Contacts – The Law, Policy, and Strategies for Probation Officers • Two (2) days of training • Maximum of 33 Participants per day	$7718.57 per day

A 2.8% discount shall be provided if Consultant receives payment two weeks prior to the actual training day.	
Additional Training Offerings by Consultant • Mutually agreed upon training by County and Consultant • No minimum number of participants for virtual classes • Minimum of 20 participants for in-person courses A 2.8% discount shall be provided if Consultant receives payment two weeks prior to the actual training day.	4-hour courses to be charged at $75.00 - $115.00/participant 8-hour courses to be charged at $150.00 - $230.00/participant
Additional Training Offerings by Consultant (Scenario-Based) A 2.8% discount shall be provided if Consultant receives payment two weeks prior to the actual training day.	$7,718.57

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

1195 THIRD STREET
SUITE 310
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www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1243

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administration Manager

SUBJECT: Agreement with Sonoma County, Amendment No. 1

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 260076B with Sonoma County for the term from July 1, 2026 through June 30, 2030, with a with a contract maximum of $153,000, to provide care and housing for court-ordered youth. (Fiscal Impact: $153,000 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

Senate Bill 823 (2020), began the closure of the state's Division of Juvenile Justice (DJJ), realigning those state functions to County governments. Under SB 823, DJJ intake closed for most youth on July 1, 2021 and counties became fully responsible for housing, programming and treatment of youth at their offense.

Welfare & Institutions Code (WIC) Section(s) 1990-1995 established the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

The Juvenile Justice Realignment Block Grant is continuously appropriated in statute with broad flexibility to provide services to the realigned youth who were previously eligible for commitment to the DJJ.

A subcommittee of the Napa County Juvenile Justice Coordinating Council (JJCC) was created with a collective interest in ensuring Napa County realigned youth will have access to regional, high-quality programming and services in the event they are adjudicated to a secure facility. The subcommittee agreed to a Secure Track placement, which includes specialized treatment programs and services for targeted youth provided by another county.

Sonoma County will charge the County $403 per day for each youth housed at their facility in addition to any medical, dental, optical, surgical, psychiatric/mental health, hospitalization, and/or similar treatment.

For services not able to be provided by Probation, today's action allows the Department a resource to provide secure track services to address the complex needs for youth ordered by the court into a secure youth treatment facility, meeting the requirements of SB 823.

This Amendment No. 1 increases the daily rate from $390 to $403 per day with no change in the contract term. The anticipated $153,000 contract maximum is based on an approximate one-year placement along with additional expenses not covered in Sonoma's daily rate such as non-routine medical treatment services (dental, optical, prescription medication, surgical, psychiatric/mental health and hospitalization).

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 260076B with Sonoma County Probation Department for the term July 1, 2026 through June 30, 2030 with an anticipated cost of no more than $153,000 this fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation 1420000
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Appropriation will be budgeted accordingly in future fiscal years with offsetting revenue from SB 823.
Consequences if not approved:	If the agreement is not approved, the County is not able to provide the required care and treatment services with existing staff and Juvenile programs.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

FY2627 AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("Amendment"), dated as of July 01, 2026, is by and between the County of Sonoma (hereinafter "County"), and County of Napa (hereinafter "Sending County"), each political subdivisions of the State of California.

RECITALS

WHEREAS, County and Sending County entered into that certain Agreement, dated July 15, 2025, for youth placement in County's facilities; and

WHEREAS, County and Sending County desire to amend the Agreement to adjust the Rates for Services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 2.1.1 Shall be amended to include this statement as part of paragraph one: Sending County shall pay County the sum of $403 per day in FY 26-27 (July 01, 2026, through June 30, 2027) for each of its Youth housed at County's Facilities.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

SENDING COUNTY:	**Napa**
By:	
Name:	
Title:	Deputy Clerk of the Board
Date:	
By:	CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY
Name:	Douglas Parker
Title:	Office of County Counsel
Date:	May 29, 2026
By:	
Name:	Amber Manfree
Title:	Chair, Board of Supervisors
Date:	
By:	
Name:	Neha Hoskins
Title:	Clerk of the Board of Supervisors
Date:	
COUNTY:	**County of Sonoma**
By:	CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY Vanessa Fuchs
Date:	Vanessa Fuchs, Chief Probation Officer Jun 1, 2026

26-27 Sonoma Co_Secure Track #260076B AATF

Final Audit Report 2026-06-01

Created:	2026-06-01
By:	Marcella Chandler (Marcella.Chandler@sonomacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABWEna1cTxbmdvnH3UHf3vTwbtwrnFafC

"26-27 Sonoma Co_Secure Track #260076B AATF" History

Document created by Marcella Chandler (Marcella.Chandler@sonomacounty.gov)
2026-06-01 - 3:12:12 PM GMT- IP address: 209.77.204.154

Document emailed to Vanessa Fuchs (Vanessa.Fuchs@sonomacounty.gov) for signature
2026-06-01 - 3:12:50 PM GMT

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2026-06-01 - 4:01:17 PM GMT- IP address: 104.47.65.254

Document e-signed by Vanessa Fuchs (Vanessa.Fuchs@sonomacounty.gov)
Signature Date: 2026-06-01 - 4:02:01 PM GMT - Time Source: server- IP address: 209.77.204.154 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-01 - 4:02:01 PM GMT

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1247

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Probation Budget Amendment

RECOMMENDATION

Approve a Budget Amendment to reallocate appropriations in the amount of $150,000 for salaries in Probation's Juvenile Hall to cover the payroll for the remainder of the fiscal year. (Fiscal Impact: $150,000 Expense; General Fund; Reallocation of Budget between Divisions; Discretionary)

[4/5 vote required]

BACKGROUND

The Juvenile Hall subdivision does not have ample budget authority to cover anticipated Salaries and Wages by fiscal year-end. Probation is requesting an increase in budget authority due to the following unanticipated expenditures:

1. The Juvenile Hall Counselor classification series incurred a 5.5% equity increase in March.

2. The Juvenile Hall Counselor classification has been designated as "hard-to-fill" and Probation received approval to offer a $15,000 hiring incentive/signing bonus to 3.0 FTE hired. Half of the signing bonus was paid in this fiscal year.

3. Although the Juvenile Hall Counselor classifications are fully staffed, overtime continues and is necessary. Overtime hours are utilized to cover shifts for staff on extended medical leaves, mandatory staff training and general absences such as sick leave and vacations, while also ensuring the Department meets mandated staffing ratios based on the youth population.

This request is to reallocate unused appropriations from Division 14220 - Probation Juvenile Court Wards to

increase appropriations in Division 14210 - Probation Juvenile Hall, resulting in no effect to the General Fund.

Requested Action:

Approve a Budget Amendment for the following:

a. Increase Salary & Wages appropriations by $150,000 in the Probation Juvenile Hall Fund (Fund 1000, Subdivision 1421000, Account 51100); and

b. Decrease Support and Care of Persons appropriations by $150,000 in the Probation Juvenile Court Wards Fund (Fund 1000, Subdivision 1422000, Account 53500).

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Reallocation of unused budget in Division 14220 - Probation Juvenile Court Wards
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A budget adjustment is needed to increase budget authority in Probation's Juvenile Hall for anticipated salary and benefit expenditures for the remainder of the fiscal year.
Is the general fund affected?	No
Future fiscal impact:	None, this amendment is for fiscal year 2025-26
Consequences if not approved:	The Juvenile Hall budget will not have sufficient funds availability for expected salaries and benefits to be incurred for the remainder of the fiscal year.
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

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Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1093

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Liang Chin Su, Assistant Engineer

SUBJECT: Approval of Agreement No. 260391B with MGE Engineering, Inc. for the 555 Wall Road Storm Repair Project, RDS 19-67

RECOMMENDATION

Approve and authorize Agreement No. 260391B with MGE Engineering, Inc., for a maximum of $491,895 to provide design and engineering services for the 555 Wall Road Storm Repair Project, RDS 19-67; and approve Budget Amendment. (Fiscal Impact: $491,895 Expense; Roads Fund; Budgeted but additional $80,000 Expense needed for the completion of the project; Discretionary)

[4/5 vote required]

BACKGROUND

Excessive rains saturated a 235-foot-long portion of road near 555 Wall Road causing movement of the road and supporting ground in early 2019. This damage occurred during a declared disaster event and FEMA inspected the site on August 15, 2019. Preliminary evaluation of conditions has identified some form of structural solution such as a soldier pile wall as the most likely repair, however further inspection and investigation was needed to develop a detailed understanding of site conditions and geotechnical information. Through a qualifications-based process, the County selected MGE Engineering, Inc. (MGE) as the most qualified firm for this investigation and design of the project.

On August 18, 2020, the Board of Supervisors approved and signed PSA Agreement No. 210081B for a maximum of $444,234 with MGE and approved a budget amendment for $120,707 to fund the project through the initial submittal to FEMA. On March 16, 2021, the Board approved a budget amendment for an additional $72,732 to complete the preliminary design and engineering phase.

After completion of the 35% Design milestone, the County submitted a Version 1 request to FEMA seeking approval of design and authorization to proceed with final design and construction. FEMA denied the request on the basis that the project constituted an “improvement project” on February 4, 2022. In response, the County -supported by CalOES-submitted an appeal and provided additional supporting documentation on April 1, 2022. On September 18, 2025, FEMA notified CalOES that the appeal had been approved. Since that determination, the project has remained under Environmental and Historic Preservation (EHP) review. As part

of this process, the California Department of Fish and Wildlife (CDFW) requested that additional biological surveys be completed before FEMA can issue a signed obligation letter. During the extended appeal and review process, Agreement No. 210081B expired. Accordingly, the County and MGE now wish to enter into a new agreement that also incorporates the additional environmental scope required by FEMA for project approval. The new maximum compensation amount under the proposed Agreement is $491,895, which reflects hourly rate escalations since Agreement No. 210081B. To date, $101,725 has been expended to complete work through the 35% Design milestone. The total compensation for the two Agreements with MGE is $593,620. Approval of this Agreement and the budget amendment in the amount of $80,000 ($64,125 for consulting services and $15,875 for staff project management) will authorize MGE and its subconsultant to complete a three-month long protocol survey and prepare the report for CDFW's review. Staff will return at a later date to request the funding for Phase Two of the design once FEMA issues the signed obligation letter.

Requested Action:

Approve and authorize Agreement No. 260391B with MGE Engineering, Inc., for a maximum not to exceed contract amount to $491,895 to provide additional engineering services for the 555 Wall Road Storm Repair project and approve a Budget Amendment (4/5 vote required):

a) Increase appropriations for Project S9101 - 555 Wall Road in the Roads Capital Improvement Projects budget (Fund 2040, Sub-Division 2040500) in accounts 52310 - Consulting Services by $64,125 and 52145 - Engineer Services by $15,875 offset by an increase of $80,000 in revenue account 49900 - Intrafund Transfers-In from the Roads Operations budget; and

b) Increase appropriations in the Roads Operations budget (Fund 2040, Sub-Division 2040000) in account 57900 - Intrafund Transfers Out by $80,000, 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:	Approval is needed to fund the environmental survey required for FEMA's approval to proceed with the project design
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to fund Phase Two of the design after FEMA approval.
Consequences if not approved:	The survey will not be completed and may jeopardize FEMA funding to repair the road.

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
Department of Public Works

PROJECT BUDGET

Project Coding: S9101

5/14/2026

555 Wall Road Storm Repair, RDS 19-67						
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Design and Engineering Consultant	$593,620	$64,125	$151,438	$101,725	67%	$49,713
County Project Management/Administration	$120,000	$15,875	$37,000	$42,819	116%	($5,819)
TOTAL	**$772,982**	**$80,000**	**$193,438**	**$144,544**	**75%**	**$48,894**

Footnote: Staff is only requesting the amount needed to provide supplemental documentation for FEMA review. The remainder of the design and the subsequent construction/construction management/geotechnical testing, etc. will be requested after FEMA obligation of the project.

NAPA COUNTY AGREEMENT NO. 260391B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, effective retroactively to the 1st day of April 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and MGE Engineering, Inc., a California corporation, whose business address is 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831 hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain specialized services to provide engineering design and support services for the 555 Wall Road Storm Repair Project to repair the damaged section of Wall Road caused by the 2019 Storm hereinafter referred to as "Project".

B. Consultant was originally selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for the 2019 Napa County FEMA Slide Repair Projects dated November 18, 2019. Consultant was subsequently awarded a Profession Services Agreement (No. 210081B) on August 18, 2020. Consultant completed Phase I of Agreement No. 210081B ("35% design"). The 35% design was submitted to FEMA for Version 1 Review and was denied. While the County's appeal of the denial was pending, Agreement No. 210081B expired. Now that FEMA has approved the County's appeal, the County and Consultant wish to enter a new Agreement under substantially the same terms as Agreement No. 210081B.

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 under the same or similar conditions. This standard of care shall govern all of Consultant's obligations under this Agreement. Such standard of care is not a warranty or guarantee, and Consultant shall have no such obligation. 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. 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 FIVE HUNDRED NINETY-THREE THOUSAND SIX HUNDRED NINETEEN AND 91/100 DOLLARS ($593,619.91); 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. $101,725.40 of the maximum amount had already been billed under Agreement 210081B.

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
Napa County Department of Public Works	MGE Engineering, Inc.

1195 Third Street, Suite 101
Napa, CA 94559

7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831

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 Exhibit E to this Agreement
9.4.2 This Agreement.
9.4.3 Exhibits A, B, C, and D to this Agreement.
9.4.4 The RFQ or RFP issued by County.
9.4.5 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 RESERVED

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

9.22 Instruments of Service. Plans, specifications, concepts, designs, drawings, calculations and other documents, regardless of their format, prepared by Consultant ("Instruments of Service") are useful with respect to the subject project only. County shall not use or modify the Instruments of Service for other projects or without Consultant's involvement and oversight. Any unauthorized use or modification or use without Consultant's involvement and oversight of the Instruments of Service shall be at County's sole risk and without liability to Consultant. County shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its officers, directors, and employees against any third party claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way connected with such use, unauthorized use or modification of the Instruments of Service by County or any person or entity that acquires or obtains them from or through County without the written authorization of Consultant.

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).

MGE ENGINEERING, INC.

By H. Huang
H. FRED HUANG, President

By H. Huang
H. FRED HUANG, 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: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: June 4, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Project Description: 555 Wall Road Storm Repair Project

- Excessive rain saturated a 235-foot-long portion of road near 555 Wall Road causing movement of the road and supporting grounds in 2019. FEMA inspected the site on August 15, 2019 and declared the damage occurred during the rainstorm a disaster event. MGE Engineering, Inc. was selected through a Request for Qualification to provide engineering design services and assist with FEMA's request for information to repair the roadway.

Scope of Services:

Phase I – Completed Under Agreement 210081B

1. **Project Management**
    a. MGE will meet with County staff to establish protocol, learn of funding limitations, finalize the schedule, and discuss other issues that will need to be considered in the development of permanent repairs for the 555 Wall Road site.
    b. MGE will participate in meetings as necessary to complete the design tasks and coordinate between technical disciplines.
    c. MGE will submit a monthly Progress Report to accompany invoices. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues. MGE will also update the project schedule on a quarterly basis within this task.
    d. Deliverables: Meeting agendas and minute, project schedule, progress reports & invoices.
2. **Survey and Base Mapping**
    a. Cinquinni and Passarino (CPI) will perform topographic and control surveys of the 555 Wall Road project site. CPI will provide project survey on California Coordinate System of 1983, Zone 2 and perform a ground survey for the location of the topographic information, as needed. Survey vertical control shall be NAVD 88. Ground based surveys will be supplemented with aerial LiDAR to evaluate the landslide geomorphology.
        i. Optional Survey Task: CPI will perform boundary survey and record of survey, if necessary, at additional cost.
    b. Deliverables: Topographic survey map and digital terrain model of project site compatible with Civil3D and AutoCAD.dwg file of the topographic survey containing the survey points, topographic survey files.

3. **Geotechnical Engineering**
    a. MGE will perform the geotechnical exploration, geologic reconnaissance, and prepare reports. MGE will collect samples at 5-foot intervals and will recover core samples if diamond coring methods are required to advance the boring. Laboratory testing will likely include moisture content, dry density, soil classification, compressive strength tests and point load index tests on rock, corrosivity, and one R-value.
    b. MGE will perform geologic reconnaissance and will use the topographic mapping to evaluate the landslide and surrounding slopes. MGE expects geologic reconnaissance will consist of site review and observations of the terrain, any seepage areas, general geologic conditions, and observations of rock outcrop characteristics such as bedding, rock type, weathering, fracturing, etc. MGE will perform three to four seismic refraction lines at the toe of the roadway embankment to supplement data acquired from the borings. Seismic refraction data will evaluate depth to competent rock and provide information on the landslide depth and geometry below ground surface. MGE will develop preliminary geotechnical criteria for the preferred design alternative, including site preparation and grading, excavation characteristics, suitability of excavated soils within the roadway for re-use as fill, and the treatment of existing fill, expansive and porous soils, as appropriate; foundation design criteria for walls or other structures required for the repair and pavement sections for asphalt-paved areas based on the R-value test results and Caltrans Highway Design Manual criteria.
    c. MGE will prepare a preliminary geotechnical report that includes laboratory test results, boring logs, and geologic cross sections, to provide a basis for evaluating preliminary repair alternatives.
    d. Deliverables: Preliminary Geotechnical Report
4. **Preliminary Engineering & Type Selection Report**
    a. MGE will complete enough preliminary engineering and design work to select a preferred alternative for the project. Under this task, MGE will complete the following tasks:
        i. Field Review
        ii. Preliminary Engineering and Type Selection Report
        iii. Alternatives Development
        iv. Draft Type Selection Report
        v. Review and Respond to County & FEMA Review Comments
        vi. Type Selection Meeting
        vii. Final Type Selection Report
    b. Deliverables: Type Selection Meeting Minutes & Draft and Final Type Selection Reports

<u>Phase II – To Be Completed Under This Agreement.</u>

1. Engineering Design

a. MGE will prepare draft and final geotechnical reports.
b. MGE will prepare plans, special provisions and estimates (PS&E) for construction of the permanent repairs. The contract documents will be developed in accordance with Napa County and FEMA requirements.
c. Under this task, MGE will complete the following:
    i. 65% PS&E – Structure Design Development, Roadway Design, and Quality Control
    ii. 90% PS&E – Incorpates comments from the 65& Design
    iii. 100% PS&E – Construction ready set for competitive bidding.
d. Deliverables: Final design plans and project special provisions, engineering's estimate, design and design check calculations and quantities, resident engineer pending file.

2. Bid Assistance and Construction Support Services
    a. Bidding Assistance: MGE will help the County during the bidding period with responses to Requests for Information or Plan Clarifications, provide design support for addenda, review Bid Proposals for irregularities, and assist the County with Award Recommendations.
    b. Design Services During Construction: MGE will provide engineering support services for the duration of construction. MGE anticipates that this task will include attendance of the project pre-construction meeting, review of submittals related to design and specialized materials, engineering support for design changes, change order review, review of shop drawings, review of RFI's, and periodic field review and inspections as requested by the County. In addition, MGE will assist the County with the final project walk and the development of the project punch list.
    c. Record Drawings (As-Built Plans): MGE will prepare record drawings (as-built plans) based on the resident engineer's plan mark ups. The as-built changes will be added to the construction drawings (changes will be identified with "clouds") and provide to the County in electronic format.
    d. Deliverables: Addenda, Response to RFI's and Submittal Reviews, and As-Built Plans
3. Additional Scope:
    a. Surveying to update the four-year-old topographic survey and optional boundary surveys - $3,000
    b. Environmental services that include noise, biological and spotted owl surveys to support FEMA's NEPA project compliance completed by NCE - $61,125

County Responsibilities:

- Facilitate coordination with FEMA
- Coordinate with FEMA to complete environmental permits, any environmental studies (including hazardous materials) and site environmental field reviews required
- Coordinate utility relocations, as necessary
- Provide comments on submittals within three weeks of receipt.

MGE Assumptions:

- MGE will not characterize hazardous materials at the site
- Boundary survey and record of survey is not required
- The County and/or FEMA will provide all the required environmental studies and permits
- MGE assumes that encroachment permit will not require a fee or bond
- Two alternatives will be developed for the site during the Type Selection Process
- County and FEMA will provide all comments on designs in one summary document for MGE to address

II. Schedule

Consultant shall complete the Scope of Services and allow time for the completion for construction by the completion date set by FEMA.

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EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the attached fee schedules beginning on the next page.

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MGE ENGINEERING, INC.

7415 Greenhaven Drive, Suite100 • Sacramento, CA 95831 TEL (916) 421-1000 • FAX (916) 421-1002

HOURLY BILLING RATES

MGE Engineering, Inc.

Effective 1/1/26 – 12/31/26

Classification	Rate
Principal Engineer	$389
Project Manager	$347
Supervising Engineer	$326
Geologist/Geotechnical Engineer	$294
Senior Engineer II	$294
Senior Engineer I	$273
Resident Engineer/Structures Rep.	$255
Associate Engineer	$226
Construction Inspector	$236
Assistant Engineer	$189
Junior Engineer	$147
CADD Technician III	$210
CADD Technician II	$179
CADD Technician I	$147
Admin Assistant	$158

Direct Costs:	
Reproduction and Delivery	At Cost
Auto Mileage	Federal Rate ($0.725/mile)
Per Diem	CT Travel Guide

Note: Above rates are subject to up to 5% escalation per year over the next 3 years beginning January 1st of each calendar year.

Agreement No.: 210080B
Project Name: Wall Road 555
Napa County
Dept of Public Works

Consultant:
MGE Engineering, Inc.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
Taxpayer I.D.: 68-0231292

Revised Budget 2026

Task	Description	2026 Total Amount	Original Budget	Budget Difference for 2026
Task 1	Project Management	$ 8,225.68	$ 6,108.34	$ 2,117.34
Task 2	Surveying/Topographic Mapping	$ 839.36	$ 631.90	$ 207.46
Task 3	Geotechnical Engineering	$ 36,260.14	$ 30,325.21	$ 5,934.93
Task 4	Preliminary Utility Conflict Identification	$ 839.36	$ 795.72	$ 43.64
Task 5	Preliminary Engineering	$ -	$ 40,845.13	$ -
Task 6	Final Design and Engineering Services	$ 340,814.50	$ 268,676.26	$ 72,138.24
Task 7	Bid Assistance and Construction Support Services	$ 24,534.35	$ 19,714.61	$ 4,819.74
MGE ODC		$ -	$ 50,286.25	$ -
MGE Escalation		$ -	$ 4,405.16	$ -
Subconsultant				
	Cinquini & Passarino	$ 25,445.00	$ 22,445.00	$ 3,000.00
	NCE	$ 61,125.00	$ -	$ 61,125.00
Invoice Error Adjustment				
Grand Total		**$ 498,083.37**	**$444,233.58**	**$ 149,386.33**

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☑ **Prime Consultant** ☐ **Subconsultant** ☐ **2nd Tier Subconsultant**

Consultant MGE Engineering, Inc.

Project No. **Wall Road 555** Contract No. _____ Date 4/27/26

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge	Robert Sennett	10	$141.00	$1,410.00
Supervisory Civil Engineer	James Gomez	18	$120.00	$2,160.00
Lead Civil	Dmitriy Lukashov	152	$75.00	$11,400.00
Project Manager	Martin McIlroy	105	$105.00	$11,025.00
Senior Structural	Wes Sennett	445	$105.00	$46,725.00
Senior Structural	Danny Vang	82	$104.00	$8,528.00
Structural CAD	Staff	362	$79.00	$28,598.00
Junior Engineer	Staff	38	$45.00	$1,710.00
Civil CAD	Staff	320	$75.00	$24,000.00
Asst. Civil Engineer	Staff	226	$51.00	$11,526.00

LABOR COSTS

Total Hours 1,758

a) Subtotal Direct Labor Costs 1,758 $147,082.00

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $147,082.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 46.58%) e) Total Fringe Benefits [(c) x (d)] $68,510.80

f) Overhead (Rate: 107.77% g) Overhead [(c) x (f)] $158,510.27

h) General and Administrative (Rate: 0.00% i) Gen & Admin [(c) x (h)] $0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $227,021.07

FIXED FEE (Rate: 10.00%) k) **TOTAL FIXED FEE** [(c) + (j)] x (q)] $37,410.31

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
~~Mileage Costs~~		~~mile~~	~~$ 0.575~~	~~$0.00~~
~~Hotel and per diem~~		~~per day~~	~~$ 400.00~~	~~$0.00~~
~~Drill Crew and Traffic Control~~		~~Lump Sum~~	~~$ 42,000.00~~	~~$0.00~~
~~Laboratory Testing~~		~~lump sum~~	~~$ 3,000.00~~	~~$0.00~~
~~Traffic Control~~		~~day~~	~~$ 2,008.00~~	~~$0.00~~
~~Napa County Environmental Health Permit~~		~~each~~	~~$ 500.00~~	~~$0.00~~
~~Rental Truck~~		~~week~~	~~$ 600.00~~	~~$0.00~~

l) **TOTAL OTHER DIRECT COSTS** $0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Cinquini & Passarino (topographic Mapping only; LiDAR - No boundary survey and No Record of Survey) $25,445.00

NCE (Environmental) $61,125.00

m) TOTAL SUBCONSULTANTS' COSTS $86,570.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $86,570.00

TOTAL COST [(c) + (j) + (k) + (n)] $498,083.37

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$147,082.00		1903	=	$77.29	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$77.29	+	4.0%	=	$80.38	Year 2 Avg Hourly Rate
Year 2	$80.38	+	4.0%	=	$83.60	Year 3 Avg Hourly Rate
Year 3	$83.60	+	4.0%	=	$86.94	Year 4 Avg Hourly Rate
Year 4	$86.94	+	4.0%	=	$90.42	Year 5 Avg Hourly Rate
Year 5	$90.42	+	4.0%	=	$94.03	Year 6 Avg Hourly Rate
Year 6	$94.03	+	4.0%	=	$97.80	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1903.0	=	1903.0	Estimated Hours Year 1
Year 2	0.00%	*	1903.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1903.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1903.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1903.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1903.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1903.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$77.29	*	1903.0	=	$147,082.00	Estimated Hours Year 1
Year 2	$80.38	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$83.60	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$86.94	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$90.42	*	0.0	=	$0.00	Estimated Hours Year 5
Year 6	$94.03	*	0.0	=	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	$147,082.00	
	Direct Labor Subtotal before Escalation			=	$147,082.00	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

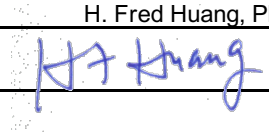
1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the contract
3 Title 23 United States Code Section 112 - Letting of Contracts
4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 4/27/26

Email: fhuang@mgeeng.com Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Management, design and PS&E of storm damage repair projects including surveying, geotechnical, and environmental services.

MGE Engineering
FEE ESTIMATE PROPOSAL
Wall Road 555 Landslide

		Principal In Charge	Project Manager	Supervisory Civil Engineer	Lead Civil Engineer	Senior Structure Engineer	Senior Structure Engineer	Assistant Civil Engineer	Junior Engineer	Structural CAD Technician	Civil CAD Technician					MGE Total Hours	MGE Cost Per Task
	Billing Rate ($/hour)	$394.50	$293.77	$335.74	$209.84	$290.98	$ 293.77	$ 142.69	$125.90	$221.03	$209.84						
		R. Sennett	M. McIlroy	J. Gomez	D. Lukashov	D. Vang	W. Sennett	Staff	Staff	Staff	Staff						
Task 1	**Project Management**																
1.1	Kick-Off Meeting		1				1									2	$587.55
1.2	Anticipate 14 Progress Meetings and Meeting Minutes		12													12	$3,525.29
1.3	Monthly Invoice and Progress Reports		14													14	$4,112.84
	Task 1 Total Hours	**0**	**27**	**0**	**0**	**0**	**1**	**0**	**0**	**0**					**0**	**28**	**$8,225.68**
Task 2	**Surveying/Topographic Mapping**																
	Topographic Survey										4					4	$839.36
	Task 2 Total Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**4**	**$839.36**
Task 3	**Geotechnical Engineering**																
	~~Planning and Permitting~~															~~0~~	~~$0.00~~
	~~Traffic Control~~															~~0~~	~~$0.00~~
	~~Geologic Reconnaissance~~															~~0~~	~~$0.00~~
	~~Geotechnical Investigations~~															~~0~~	~~$0.00~~
	~~Laboratory Testing~~															~~0~~	~~$0.00~~
	Engineering and Geologic Analyses		12		30				30							72	$13,597.55
	Preliminary Geotechnical Report															0	$0.00
	Final Geotechnical Report		8		60				8		32					108	$22,662.59
	Task 3 Total Hours	**0**	**20**	**0**	**90**	**0**	**0**	**0**	**38**	**0**	**32**	**0**	**0**	**0**	**0**	**180**	**$36,260.14**
Task 4	**Preliminary Utility Conflict Identification**																
5.1	Utility "A" Letters				4											4	$839.36
	Task 4 Total Hours	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**$839.36**
~~**Task 5**~~	~~**Preliminary Engineering**~~																
	~~Assess Available Information~~															~~0~~	~~$0.00~~
	~~Field Review~~															~~0~~	~~$0.00~~
	~~Type Selection Report~~															~~0~~	~~$0.00~~
	~~Alternatives Development~~															~~0~~	~~$0.00~~
	~~Draft Type Selection Report~~															~~0~~	~~$0.00~~
	~~Review & Respond to County & FEMA Review Comments~~															~~0~~	~~$0.00~~
	~~Type Selection Meeting~~															~~0~~	~~$0.00~~
	~~Final Type Selection Report~~															~~0~~	~~$0.00~~
	~~**Task 5 Total Hours**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**$0.00**~~
Task 6	**Final Design and Engineering Services**															0	$0.00
6.1	**65% PS&E (Plans, Draft Special Provisions, & Construction Cost Estimate)**															0	$0.00
	Roadway and Civil Design		4		8			100			200					312	$59,090.59
	Structures Design		2				204			240						446	$113,564.73
	Contract Item List & Draft Special Provisions						22	9								31	$7,747.25
	Construction Quantities & Cost Estimate						10	4								14	$3,508.50
	QC/Constructability Review	4	2	4												10	$3,508.50
	65% PS&E Submittal	2	4	1	2		8	4		8	8					37	$9,087.42
	Task 6.1 Hours	**6**	**12**	**5**	**10**	**0**	**244**	**117**	**0**	**248**	**208**	**0**	**0**	**0**	**0**	**850**	**$196,506.99**
6.2	**90% PS&E (Plans, Special Provisions, & Construction Cost Estimate)**															0	$0.00
	Review and Respond to County Review Comments		1		1		2	2								6	$1,376.54
	Roadway and Civil Design		2		20			40			40					102	$18,885.49
	Structures Design & Independent Design Check					80	80			60						220	$60,041.86
	90% Special Provisions		4	4	4		12	6								30	$7,738.85
	Check Quantities and Update Cost Estimate				4		4	4								12	$2,585.21
	Working Day Schedule			1	4											5	$1,175.10
	QC/Constructability Review		4	6												10	$3,189.55
	90% PS&E Submittal		4		2		6	4		8	8					32	$7,375.13
	Task 6.2 Hours	**0**	**15**	**11**	**35**	**80**	**104**	**56**	**0**	**68**	**48**	**0**	**0**	**0**	**0**	**417**	**$102,367.74**
6.3	**Final PS&E (Plans, Special Provisions, & Construction Cost Estimate)**															0	$0.00
	Review and Respond to County Review Comments						1	4								5	$864.54
	Finalize PS&E	2	8		4		40	24		32	16					126	$29,584.47
	Prepare Resident Engineer File						2	1								3	$730.24
	QC Review	2	4	2												8	$2,635.57
	Final PS&E Submittal		4			2	8	4		8	8					34	$8,124.96
	Task 6.3 Hours	**4**	**16**	**2**	**4**	**2**	**51**	**33**	**0**	**40**	**24**	**0**	**0**	**0**	**0**	**176**	**$41,939.77**
Task 7	**Bid Assitance and Construction Support Services**																
	Bidding Assistance				1		1									2	$503.61
	Construction Support		14		8		40	16								78	$19,825.57
	As-Built Drawings		1				4	4		6	4					19	$4,205.17
	Task 7 Hours	**0**	**15**	**0**	**9**	**0**	**45**	**20**	**0**	**6**	**4**				**0**	**99**	**$24,534.35**
	Total Project Hours/Costs	**10**	**105**	**18**	**152**	**82**	**445**	**226**	**38**	**362**	**320**	**0**	**0**	**0**	**0**	**1758**	**$411,513.37**

Notes:

Escalation	$0.00
ODCs	$86,570.00
	$498,083.37

Exhibit 'C'
HOURLY FEE SCHEDULE
MARCH 1, 2026 TO FEBRUARY 28, 2027

OFFICE AND PROFESSIONAL

Professional Land Surveyor (4 HOUR MINIMUM) TRIALS, TESTIMONY & DEPOSITIONS	$510.00 per hour
Professional Land Surveyor CONSULTATION, LEGAL RESEARCH & COURT EXHIBITS	$320.00 per hour
Principal Professional Land Surveyor	$320.00 per hour
Professional Land Surveyor	$200.00 to $235.00 per hour
Staff Surveyor	$150.00 to $220.00 per hour
Survey Technician	$150.00 to $185.00 per hour
Chief Hydrographer Surveyor	$270.00 per hour
Assistant Hydrographer	$190.00 per hour
GIS Specialist	$165.00 per hour
Remote Pilot INCLUDES MISSION PLANNING, MILEAGE & MATERIAL	$310.00 per hour
Administrative Assistance WORD PROCESSING, CLERICAL AND DELIVERIES	$125.00 to $190.00 per hour

FIELD CREWS

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person Field Party	$228.00 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	$365.00 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	$502.00 per hour

SUPPLEMENTAL ITEMS

Outside Contract Work	Cost plus 15%
Overtime Work	1.2 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4 x base crew rate
Night Work *(shifts starting after 4 PM or before 5 AM)*	10% additional over base rates
Travel Time for 2-Person Crew *(beyond 1 hour of travel outside an 8 hour workday)*	$164.00 per hour
GEDO Scan Equipment	$1,200.00 per day
UAS Equipment	$750.00 per day
Multibeam Survey Vessel Equipment	$2,000 per day
Singlebeam Survey Vessel Equipment	$1,500 per day

Schedule 2026/2027

SCHEDULE OF CHARGES 2026

PROFESSIONAL SERVICES

Principal	$360/hour
Associate	$290/hour
Senior II	$240/hour
Senior I	$230/hour
Project II	$220/hour
Project I	$205/hour
Staff II	$195/hour
Staff I	$180/hour

TECHNICAL SERVICES

Senior Construction Manager*	$185/($210-PW)/hour
Construction Inspector*	$165/($190-PW)/hour
Senior Designer	$195/hour
CADD Designer	$175/hour
CADD/GIS Technician	$145/hour
Senior Field Scientist	$155/hour
Field Scientist	$135/hour
Senior Technician*	$165/($190-PW)/hour
Field/Engineering Technician*	$135/($160-PW)hour
Project Administrator	$140/hour
Technical Editor	$125/hour
Clerical	$125/hour
Specialist	Varies by Project

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	$450/hour
Court Appearances & Depositions	$625/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	$140/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	$5,150/Day
Coring	$6,180/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ..... cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copying ..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of $25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

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.

EXHIBIT E
FEDERAL PROVISIONS
CONSISTENT WITH FEMA CONTRACT PROVISION GUIDE DATED OCTOBER 2024

I. DEFINITIONS

A. Government means the United States of America and any executive department or agency thereof.

B. FEMA means the Federal Emergency Management Agency.

C. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from FEMA.

II. FEMA FUNDING ACKNOWLEDGMENT

Contractor acknowledges that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

III. FEDERAL CHANGES

A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement/Task Order ("Contract"), including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non–Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third-party subcontract financed, in whole or in part, with the Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IV. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Contract.

V. ACCESS TO RECORDS

A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the

County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

E. The requirements set for in paragraphs A, B, C, and D above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in the Professional Services Agreement.

VI. DEBARMENT AND SUSPENSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R § 180.905) are excluded (defined 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

VIII. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT (applicable to all contracts and subgrants for construction or repair above $2,000, when the Davis-Bacon Act also applies)

Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 2 C.F.R. § 5.12.

IX. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses, incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code Section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Napa." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

X. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

A. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in any which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph A of this section the contractor and any subcontractor responsible therefore, shall be liable to any affected employee for their unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph A of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to be employed on such work in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

D. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

XI. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that they have read and understand the reporting requirements of FEMA stated in 44 CFR § 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright law under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in performance of this Contract and data required by the Contract but not first produced in performance of this Contract in formats acceptable to the County.

XIII. PATENT RIGHTS (applicable to contracts for experimental, research, or development

projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

XIV. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).

B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess $150,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year; 44 CFR §13.36(i)(12)).

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA.

C. The Contractor agrees to include paragraph A and B above in each third-party subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

XVI. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of $10,000; 44 CFR §13.36(i)(2))

See Paragraph 2.3 of the Agreement.

XVII. TERMINATION FOR DEFAULT (applicable to all contracts in excess of $10,000; 44 CFR §13.36(i)(2))

Contractor's failure to perform or observe any term, covenant, or condition of this Agreement shall constitute an event of default under this Agreement.

See Paragraph 2.4 of the Agreement.

XVIII. LOBBYING

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Contractor agrees to the provisions of Attachment E2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).

C. Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. SOCIOECONOMIC CONTRACTING

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)(5) to ensure small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible.

XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by EPA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by EPA, as set forth in 40 CFR Part 33, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all EPA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the EPA terms and conditions.

XXI. DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322)

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XXII. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

A. Competitively within a timeframe providing for compliance with the Contract performance schedule;
B. Meeting Contract performance requirements; or
C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

XXIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIV. DHS SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

XXV. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)

A. *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

B. *Prohibitions*.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph "C" of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:

i. Procure or obtain any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

iv. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions*.

(1) This clause does not prohibit contractors from providing –

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection agreements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications or services that:

(a) Are *not used* as a substantial or essential component of any system; *and*

(b) Are *not used* as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph D(2) of this clause to the County, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph D(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesale number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph D(2)I of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph E, in all subcontracts and other contractual instruments.

Attachment E1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither the Contractor nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted, if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, they shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that they will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier

covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless they know that the certification is erroneous. A participant may decide the method and frequency by which they determine the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HT Hwang

Contractor Signature

6-5-2026

Date

Attachment E2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, MGE Engineering, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

H T Hwang

Contractor Signature

6-5-2026

Date

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SUITE 310
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Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1112

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "Redwood Road MPM 5.41 Project, RDS 26-22"

RECOMMENDATION

Approve the Plans and Specifications for the "Redwood Road MPM 5.41 Project, RDS 26-22"; 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

The November 2025 storms caused a small landslide that undermined about 33 linear feet of the roadway edge, leaving part of the asphalt unsupported and creating a steep drop down to a private driveway. To ensure the future stability of the road and provide public safety, staff propose to repair the damage by installing a new rock slope protection (RSP) buttress to stabilize the downhill shoulder of 4620 Redwood Road at a 1:1 slope, about ten feet high, averaging five feet in thickness. Following installation of the RSP, about 100 feet of the damaged road surface will be reconstructed or repaved. The Engineer Estimate to repair the roadway is $260,000.

Fiscal year 2026-27 recommended budget will include $7 million for all 2025 November Storm Projects construction from the release of designation for fiscal uncertainty. It will be budgeted in RDS01 "November 2025 Storm Roads CIP." As each project moves forward, budget will be reallocated from RDS01 to specific projects. The Plans and Specifications are complete and ready for approval by the Board of Supervisors. Staff will return to the Board of Supervisors at the time of award to present a detailed project budget based on the lowest responsible bid.

Requested Actions:

Approve Plans and Specifications for the "Redwood Road MPM 5.41, RDS 26-22" and authorization to advertise for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Design cost of the project is currently budgeted in Fund 2040, Sub -Division 2040500, Project 26023. Additional funding will be requested when construction contract is awarded.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repairs are necessary to prevent further damage and ensure public safety.
Is the general fund affected?	No
Future fiscal impact:	Funding will be needed in fiscal year 2026-27 for construction.
Consequences if not approved:	Slide could damage more of the roadway which could potentially remove road access for residents and result in a major disruption of emergency response in the affected areas.
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.]

Project 26023	Redwood Rd MPM 5.41, RDS 26-22					6/16/2026
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	$280,000	$0	$0	$0	0%	$0
20% Construction Contingency	$56,000	$0	$0	$0	0%	$0
Design and Engineering Consultant	$124,870	$0	$124,870	$105,810	85%	$19,060
Survey and Topographic Map	$12,338	$0	$12,338	$8,282	67%	$4,056
Construction Management	$80,000	$0	$0	$0	0%	$0
County Project Management/Administration	$80,000	$0	$80,000	$30,000	38%	$50,000
Environmental, Geotechnical and Special Inspections	$87,385	$0	$87,385	$34,693	40%	$52,692
Mailers, Newspaper Advertisement, Permits	$5,000	$0	$0	$0	0%	$0
TOTAL	$725,593	$0	$304,593	$178,785	59%	$125,808

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:** 6/16/2026 | **File ID #:** 26-1124

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Andrea Salter, Staff Services Analyst

SUBJECT: Communications Use Lease No. 260389B at the Mt. St. Helena Communications Site with The United States of America, acting through the Bureau of Land Management, Department of the Interior (BLM)

RECOMMENDATION

Approve and authorize Communications Use Lease Agreement No. 260389B with The United States of America, acting through the Bureau of Land Management, Department of the Interior (BLM), for the term June 16, 2026, through December 31, 2039, with no rental fee, located at the Mt. St. Helena Communications Site. (No Fiscal Impact, Discretionary)

BACKGROUND

The Bureau of Land Management (BLM) owns property located in Napa County, commonly referred to as the "Mt. St. Helena Communications Site".

On approximately June 8, 1962, Napa County was granted a right-of-way grant authorizing the operation of the County's communications vault and radio tower at the Mt. St. Helena Communications Site.

On December 10, 2019, the Board of Supervisors approved Communication Lease Agreement No. 8606 with the Bureau of Land Management (BLM) to continue use of the communications facilities and access road on the public land, at no cost, during the term December 10, 2019, through December 31, 2039. The site is currently occupied by one of the County's safety radio towers and a communications vault to provide ongoing considerable radio coverage to support emergency communication throughout Napa County. Lease No. 8606 currently authorizes the County's existing communications facility.

This new Communication Use Lease No. 260389B supersedes and replaces Lease No. 8606, provides for the continued operation of the communications facility, and authorizes the construction of a new communications tower to enhance public safety communications capabilities.

REQUESTED ACTION:

Approve and authorize Communication Lease No. 260389B with BLM for the term June 16, 2026, through December 31,2039 to continue use of the communications facilities and access road, and to accommodate the construction, operation, and maintenance of a new communications tower on public lands, at no cost.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This lease allows continued operation of existing facilities and the construction of a new communications tower to enhance and expand public safety communications capabilities.
Is the general fund affected?	No
Future fiscal impact:	The rental fee has been waived.
Consequences if not approved:	The County would be unable to construct a new communications tower which could disrupt or delay public safety communications and emergency response coverage.
Strategic Initiative:	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from the California Environmental Quality Act pursuant to Section 15301 of Title 14 of the California Code of Regulations (State CEQA Guidelines), which exempts the operation and leasing of existing facilities.

Form 2800-18
(Revised March 2004)
N

Issuing Office Ukiah Field Office
Legacy Serial No. CACA 05868685
New Serial No. CACA 106091165

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE
Napa County Lease No. 260389B

Napa County, a political subdivision of the State of California (Lessee Name) of 1195 Third Street, Napa, CA 94559 (Billing Address)

THIS LEASE, dated this 16th day of June, 2026, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and Napa County its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of Napa, State of California: Mount Diablo Meridian, NE1/4SE1/4 of Section 3, T. 9 N. R. 7 W. (Legal Description)
(hereinafter called the "property"). Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and removal of a communication facility. (Type of Communication Use)

The location of the property is shown generally on the site plan dated April 13, 1962, for the Mt. St. Helena Communications Site located in the original file authorized under CAS 070685 of County of Napa, and on Exhibits A and A1 attached hereto and incorporated herein by reference.

Specifically, this Communication Use Lease authorizes the following communications facility improvements and access to the property across public land:

- One existing 10'x 20' concrete building with metal roof housing Telecommunications equipment, providing communications services to Napa County, local and other government agencies.
- Replacement of an existing 40'x 40' chain link fence in the area depicted on Exhibit A1, including buried power line/conduit to PG&E tie-in.
- Access to site consists of approximately 6.4 miles in length, ranging between 20'x 50'in width, through State Parks with the approximate last 800 feet over public land.
- Access through State Parks is authorized by Operating Agreement No. P19OA003 between the State of California, Department of Parks and Recreation and Napa County Regional Park & Open Space District for the operation of Robert Louis Stevenson State Park.
- Construction of one new 80' self-supporting steel lattice tower and associated concrete pad in the area depicted on Exhibit A1.
- An existing 40' tower and associated concrete pad as shown on Exhibit A1, both of which will be demolished following completion of construction of the new tower.
  The dated and initial exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate one minute after midnight on December 31, 2039. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit B construction shall commence on or about April 1, 2027, and shall terminate 6 months after commencement, unless the parties agree in writing, in advance, to an extension.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period, rental payments are due at the close of the first business day after January 1st of each calendar year for which a payment is due. Payments due the United States for this use must be deposited at Bureau of Land Management, in the form of a check or money order payable to **Bureau of Land Management, DOI**. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease may be terminated if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, et seq, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rental payments are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental payment without discrimination against the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restrictions restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer with a certified statement, listing all tenants and customers, by category of

use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with the stipulations in the communications site plan approved by the Authorized Officer and attached hereto as Exhibit B and incorporated herein by reference. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, sitting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter to be operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn

of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

1. If Lessee is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the Authorized Officer must prepare a risk assessment to determine the United States' potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the Authorized Officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State must procure, as a requirement to be fulfilled before execution of this lease, insurance (see below), and name the United States, together with the State, as an insured on the policy(s), in the amount determined in the risk assessment that exceeds the State's liability limitation.

2. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action, and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days,

to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.

2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.

2. The right to modify the communications site plan as deemed necessary.

3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.

4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

F. This lease supersedes and replaces in its entirety the Communications Use Lease between the Parties dated December 10, 2019.

User Note: <u>See Exhibit A Area Map, Exhibit A1 Location Map, A2 TUP and Exhibit B Communication</u>

Site Stipulations.

ACCEPTED this _____ day of _____, 2026, I, the undersigned, have read, understand and accept the terms and conditions of this lease.

Authorized Signing Officers and Titles:

Lessee: Napa County
By:

_____
Amber Manfree, Chair of the Board of Supervisors

Approved as to Form
Napa County Counsel
By:

_____
Sabrina S. Wolfson, Deputy County Counsel

Attest
Napa County Clerk of the Board of Supervisors
By:

_____
Neha Hoskins, Clerk of the Board of Supervisors

Approved
Napa County Board of Supervisors
By:

_____
Deputy Clerk of the Board

User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the first day and year written above.

UNITED STATES OF AMERICA

_____ Signature of Authorized Officer

Field Manager
Title of Authorized Officer

_____ Neal Craig, Authorized Officer

_____ (Date)

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

California
Bakersfield Field Office

CACA106091165, Exhibit A-Map

blm.gov/california



Lat/Long: 38.655907°N, 122.615226°W
Napa County

NOTES:
All Public roads, no additional gate or locks.

LEGEND: Scale: 1:1,016

County of Napa Communication Site

No warranty is made by the U.S. Bureau of Land Management (BLM) for use of the data for purposes not intended by BLM. The BLM assumes no responsibility for errors or omissions. No warranty is made as to the accuracy, reliability, relevancy, timeliness, utility, or completeness of these data. maps (or location) for individual use or aggregate use with other data. nor shall the act of distribution to contractors, partners, or beyond constitute any such warranty for individual or aggregate data use with other data.

Date Revised: 2/10/2026

Exhibit A1-CACA106091165

County of Napa Communication Site-Aerial Map

Bureau of Land Management
Ukiah Field Office
2550 N State Street
Ukiah, CA 95482
707-468-4000

3/5/2026



CACA106091165

Project Area Features

- Fenced Area
- Existing Tower
- Proposed New Tower
- County_Boundary

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other

EXIBIT B
Additional Stipulations
Serial No. CACA058685

General

1. The communications site lease is subject to all existing valid rights.
2. There is reserved to the Authorized Officer the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this lease.
3. The holder (also known as Lessee) shall attach and maintain a marker to the fence(s). Each of the fence opening nearest the entry and exit points of the BLM land. These markers shall be of stamped or engraved metal and shall state the BLM serial number of this lease in characters no smaller than one inch high.
4. No equipment work that might result in a spill of hazardous material, such as oil changes, is allowed on this right-of-way. All spills of hazardous materials on this right-of-way will be reported to the Napa County, in accordance with Napa County Requirements and to the Ukiah Bureau of Land Management Office at (707) 468-4000.
5. The holder shall designate a representative(s) who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction or other surface disturbing activities are underway.
6. The communications site lease shall be always maintained in a sanitary condition; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. Only manual maintenance equipment will be used to maintain communications sites such as weed trimmers, racks, leaf blowers, etc. No herbicides are authorized for use.
7. The holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the communications site lease within the authorized limits of the lease.
8. The holder may perform periodic road maintenance within the authorized limits of the communications site lease. The United States will not maintain the road.
9. The holder may install additional erosion control features on the road in the future, if needed. These may include water-bars, metal downspouts, and/or culverts.
10. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support the equipment. If such equipment creates ruts in excess of six (6) inches deep, the soil shall be deemed too wet to adequately support the equipment.

11. The holder shall maintain the lease in safe, usable condition, as directed by the authorized officer.
12. All design; material, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
13. BLM, its agents, contractors, or assigns, shall have the right, at any time, to enter the site, for purposes of inspecting any communications equipment on the site.
14. BLM reserves the right to place BLM communication equipment on the communication tower and/or in the communication vault.
15. All vehicles use by the holder or the holder's contractors during construction, inspection or maintenance shall be confined to existing roads. No new vehicle routes shall be created or cleared by the holder or the holder's contractor. No off-road vehicle travel is authorized.
16. The holder shall meet Federal, State, and local emission standards for air quality.
17. The holder shall not allow the operation of any electronic equipment in the building or on the site unless and until the user has obtained a license from the Federal Communications Commission or the Interdepartmental Radio Advisory Committee.
18. The holder agrees not to install or allow the installation of any other radio electronic type equipment not specified in this lease or amendment to this lease on or within the structure or on the premises authorized and covered by this lease, without advance notification and written approval of the authorized officer.
19. Reserved.
20. The United States will not be held liable for any damage to the communication facility caused by the general public or as result of fire, wind, or other natural disasters or as a result of silvicultural practices, timber harvesting operations, or other actions stemming from the normal land management activities of the BLM.
21. The holder shall furnish a listing of, or other information pertaining to, all occupants of the facility upon request of the authorized officer.
22. The holder shall at all times operate its radio-electronic equipment in such a manner as not to cause interference with radio-electronic operations of existing users in the vicinity. If such interference results from holder's operations, holder will promptly, at its own expense, modify its equipment and operations, or shut down if necessary to eliminate or reduce the interference to the satisfaction of the FCC and/or the Bureau.
23. The holder shall notify the authorized officer of any intent to locate additional users within or upon their existing facilities, not less than 45 days prior to occupancy of holder's facilities. BLM has authorized the holder to enter into Napa County Sublease Agreement No. 230237B, dated December 13, 2022, with the County of Sonoma and authorizes holder to amend such sublease to incorporate the terms hereof. Any additional users beyond those authorized under that sublease agreement shall require prior notification and approval as provided herein.

Information that must be included is:

(1) Name, current address, and phone number of the third party.
(2) Expected date of occupancy.
(3) A photo or sketch illustrating the type of antenna to be installed, as well as any other planned physical changes to the exterior facilities operated by the holder. If the proposed use is not specified in the original lease, an amendment will be required.

24. Upon a decision to decommission the proposed communication site or terminate the communications lease a specific plan for restoration of the involved public lands would need to be prepared. No later than 120 days prior, this plan would be submitted for BLM approval and would address the removal of all installed communication site features. The specific methods which would be used to accomplish this decommissioning would be detailed in this plan.
25. Holder shall be bound by the terms and conditions of the lease agreement, the Saint Helens Communication Site Management Plan Approved August 20, 2012, and in accordance with the Federal land management policy Act, and 43 Code of Federal Regulations 2800.
26. Notwithstanding any other provision of this Lease, no rental payment shall be required from Lessee during the term of this Lease, as Lessor has determined that the permitted use of the Premises serves a public purpose and provides substantial public benefit. The parties acknowledge that the consideration supporting this Lease consists of the public services, community benefits, and other non-monetary value provided through Lessee's use and operation of the Premises.

Cultural and Paleontological Resources

27. Any new surface disturbing activities, other than the authorized communications site lease will require notification to BLM and may require a BLM approved cultural or paleontological resource survey prior to the issuance of a notice to proceed for the activity. A cultural or paleontological monitor may be required, at the discretion of BLM, during surface disturbing activities.
28. Any cultural and/or paleontological resource (historic or prehistoric site or object, or human remains) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

Biological Resources

Fish and Wildlife

29. Project materials and equipment will be inspected for wildlife prior to moving said material/equipment to reduce potential injury to wildlife. Materials and equipment that cannot be inspected, or from which wildlife cannot escape, will be covered, or otherwise made secure from wildlife intrusion and entrapment at the end of each workday.
30. The project shall be designed and constructed in a manner that does not allow open pipes that birds or other wildlife could be trapped in. This includes fencing, gates, or other materials with open holes. All open pipes will be capped or secured so that wildlife cannot access.

Federally Listed Species

31. The holder shall comply with the Endangered Species Act in the operation, maintenance, and termination of the facilities. The holder shall contact the Bakersfield Field Office, prior to commencement of any activities that involve 1) surface disturbance, 2) off road vehicle or equipment travel or parking, or 3) vegetation modification, to receive guidance on how impacts from such activity must be minimized, including any requirements for compliance with any Endangered Species Act Section 7 consultation.
32. Any discovery or evidence of listed species identified during ground-disturbing activities by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed issued by the authorized officer.
33. If lighting is installed on buildings or required by the FAA, lighting on buildings should be down shielded and those structures/towers required by FAA to have lighting installed, should have flashing lights with the minimum intensity required by the FAA to prevent migratory bird collisions.
34. If project involves power lines and/or power line posts, the Holder shall follow Avian Power Line Interaction Committee (APLIC) guidelines (Suggested Practices for Avian Protection on Power Lines (2006) and Reducing Avian Collisions with Power Lines (2012)) to reduce this risk through facility design and comply with Migratory Bird Treaty Act (MBTA) and other federal wildlife laws, due to potential for electrocution, collision, and nesting/perching by migratory birds on overhead power lines.
35. If guy wires are used on structures (including power line posts and communication towers) they must be marked with bird diverters, so they are visible to prevent injury/mortality to birds through collision.

Noxious & Nonnative Invasive Plant Species (NNIPS)

36. The holder shall be responsible for NNIPS control within the limits of the project or right-of-way.
37. Prior to the use of pesticides/herbicides, the holder shall obtain from the BLM written approval of the applicant's plan showing the type and quantity of material to be used,

biological pest(s)/ NNIPS to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the BLM.

38. Use of pesticides/herbicides shall comply with the applicable Federal and state laws. Pesticides/herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Pesticides/herbicides must be on the list of pesticides approved for use on California BLM lands. Applicators of herbicides must have completed pesticide certification training and have a Certified Pesticide Applicator's License.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1150

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: James Reese - Associate Engineer

SUBJECT: Approval of Amendment No. 2 to Professional Services Agreement No. 240283B with Bureau Veritas.

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 240283B with Bureau Veritas increasing the contract maximum from $1,205,925 to $1,230,925 for additional construction management and project closeout support services associated with the Chiles Pope Valley Bridge Replacement Project. (Fiscal Impact: $25,000 Expense; Roads Fund; Budgeted; Discretionary)

BACKGROUND

On February 27, 2024, the County entered into Agreement No. 240283B with Bureau Veritas to provide construction management, inspection, materials testing, labor compliance, and related construction support services for the Chiles Pope Valley Bridge Replacement Project.

On April 8, 2025, the Board approved Amendment No. 1 to Agreement No. 240283B, increasing the contract maximum to $1,205,925 to provide additional construction support services associated with contractor claims, difficult drilling conditions, project administration, and final project closeout activities.

The Chiles Pope Valley Bridge Replacement Project construction was substantially completed during 2024; however, several project closeout activities remain ongoing. These activities include contractor claim resolution, final documentation, Caltrans reimbursement coordination, environmental mitigation coordination, and final project administrative closeout.

During construction, the contractor submitted claims related to harder than anticipated drilling conditions which

required additional review, coordination, inspection, documentation, and construction administration services by the construction management consultant. As project closeout efforts continued into 2025, Bureau Veritas exhausted the currently authorized contract budget and submitted additional unpaid invoices associated with project closeout support services.

The proposed Amendment No. 2 will increase the contract authority by $25,000 to allow Bureau Veritas to continue providing the necessary construction management and project closeout support services needed to fully close out the project and complete reimbursement coordination with Caltrans.

If the requested amendment is not approved, project closeout activities, contractor claim resolution, and reimbursement coordination may be delayed.

REQUESTED ACTION:

Approve and authorize Amendment No. 2 to Agreement No. 240283B with Bureau Veritas increasing the total compensation under the Agreement by $25,000 for a new maximum contract amount of $1,230,925.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Fund 2040, Sub-Division 2040500, Chiles Pope Valley Bridge Replacement Project 24010.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Work is necessary to complete project closeout, contractor claim resolution, and Caltrans reimbursement coordination.
Is the general fund affected?	No
Future fiscal impact:	Additional project closeout costs, if any, will be included in future requested budget actions.
Consequences if not approved:	Final project closeout support services, contractor claim resolution, and reimbursement coordination activities may be delayed.
Strategic Initiative:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 2

OF NAPA COUNTY AGREEMENT NO. 240283B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 of NAPA COUNTY AGREEMENT NO. 240283B 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" or "LOCAL AGENCY", and Bureau Veritas, a California corporation, whose mailing address is 1451 River Park Dr. Suite 220, Sacramento CA 95815, hereinafter referred to as "CONTRACTOR" or "CONSULTANT."

RECITALS

WHEREAS, on February 27, 2024, COUNTY entered into Napa County Agreement No. 240283B with CONSULTANT (the "Agreement") for $895,773.40 per fiscal year to obtain specialized services, as authorized by Government Code section 31000, in order to provide construction management, material testing and inspection services in support of the Chiles Pope Bridge construction in Napa County; and

WHEREAS, on April 8, 2025, COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the compensation under the Agreement to $1,205,925.40 for additional construction management services;

WHEREAS, additional construction management and project closeout support services are required due to unresolved contractor claims, final project documentation, Caltrans reimbursement coordination, and project closeout activities; and

WHEREAS, the parties now desire to amend the Agreement to increase the maximum compensation amount payable to CONTRACTOR by $25,000 for a new total not-to-exceed amount of $1,230,925.40.

TERMS

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

1. Paragraph 2 of the Agreement is amended in its entirety to read in full as follows:

   Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibits "B" (original Agreement), "C" (Amendment No. 1), and "D" attached hereto and incorporated by reference herein.

2. Paragraph 3(a) of the Agreement is amended in its entirety to read in full as follows:

Compensation.
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B," "C," and "D," attached hereto and incorporated by reference herein, for the respective services described therein. The consideration paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Paragraph 3(c) of the Agreement is amended in its entirety to read as follows:

Compensation.
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE MILLION TWO HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND FORTY CENTS ($1,230,925.40); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Each task set forth in Exhibits "B," "C," and "D," unless prior written consent to exceed a task fee has been authorized in writing by the Project Manager. Any approval by the Project Manager to exceed a task fee shall not alter the maximum payments for services and expenses under this Agreement.

4. Exhibit "D", attached hereto, is hereby added to and incorporated into the Agreement.

5. Except as provided above, all other provisions of the Agreement and prior amendments shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Bureau Veritas North America, Inc.

By_____
Steven McMahon, Chief Executive Officer

"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	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: May 22, 2026 FV Project ID: 13115667	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

May 17, 2026

James Reese, Project Manager
Napa County, CA

1195 Third Street, Room 101
Napa, CA 94559

Exhibit D

Chiles Pope Valley Road Bridge Replacement Project, RDS 15-23
Federal Aid Project No. BRLS-5921(074)

Subject: Request for Amendment – Task 3, Supplement 2

Dear Mr. James Reese,

BVNA is pleased to submit this request for Task 3, Supplemental 2 associated with the Chiles Pope Valley Road Bridge Replacement Project for additional Construction Management and Office Engineering support services required during project closeout and contractor claim settlement efforts.

As previously discussed, the originally authorized CM budget was exhausted due to the extended level of effort required to support contractor claim review, settlement coordination, balancing change order reconciliation, and final contract closeout activities associated with the Gordon N. Ball, Inc. claim resolution process.

This supplemental effort was required to assist Napa County with project administration, contractor coordination, supporting documentation review, final quantity reconciliation, and federal contract compliance documentation associated with project closeout and settlement implementation.

SCOPE OF SERVICES

• Review and coordination associated with contractor claim documentation, settlement support materials, supporting correspondence, and associated backup documentation related to contractor Notice of Potential Claims and claim settlement efforts.
• Office engineering and construction management support associated with preparation, reconciliation, coordination, and processing of Change Order No. 10 and Change Order No. 11 related to negotiated contractor claim settlement agreements.
• Preparation, review, reconciliation, and coordination of final contract quantities and supporting documentation associated with Change Order No. 12 – Balancing Change Order for final contract reconciliation and project closeout.
• Preparation and coordination support associated with Change Order No. 13 to incorporate FHWA-1273 federal contract requirements into the fully executed construction contract through a no-cost/no-time extension contract change order.
• Coordination with Napa County staff, contractor representatives, and supporting personnel regarding claim settlement implementation, balancing quantities, project documentation, and final contract closeout activities.
• Office engineering, labor compliance, and project closeout support services associated with final documentation review, payment reconciliation, contractor coordination, and supporting exhibits required for amendment processing and project completion.

The purpose of this supplemental effort was to assist Napa County in successfully resolving and closing out outstanding contractor claim matters and final contract administration activities in accordance with applicable contract requirements, Caltrans Local Assistance requirements, and federal-aid documentation procedures.

SCHEDULE

Work associated with this supplemental effort was initiated approximately August 2025 and is anticipated to be fully completed no later than the end of 2025 in support of contractor claim settlement coordination, balancing change order reconciliation, FHWA contract compliance documentation, and final project closeout activities.

STAFFING

The following BVNA personnel provided support services associated with this supplemental effort:

- Mengxing Li – Office Engineer / Inspector
- Cheryl Brown – Labor Compliance Support
- Khanh (Chuck) Tran, PE – Resident Engineer Oversight

ESTIMATED COST

The estimated total cost for Task 3, Supplemental 2 is approximately **$24,956.35**, as shown in the attached Exhibit 10-H1 Cost Proposal and supporting backup documentation.

Thank you for the opportunity to continue supporting Napa County on the Chiles Pope Valley Road Bridge Replacement Project. Please contact us if you have any questions or require any additional information.

Sincerely,

Jeffrey Haw, PE
Program Manager
Cc: Graham Wadsworth, Steven McMahon, Ted Han

TASK No. 3 Supplemental 2

5/18/2026

Napa County Public Works Department

	PRIME LABOR		Claims Support Contingency Period									
	Year											**Total Person-Month**
	Personnel	Task	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	Working Days											
BVNA	Khanh (Chuck) Tran, PE	Resident Engineer / Str Rep					8	8	4			20
BVNA	Jim Adiar, PE	ARE/Inspector										0
BVNA	Mengxing Li	ME/Inspector/Office Engineer					48	32	16			96
BVNA	Cheryl Brown	Labor Compliance					8	8	8			24
BVNA	Henry Kirzhner, PE	Claims Support										0
BVNA												0
BVNA												0
BVNA												
BVNA												0
BVNA												0
WRA												0
Unico	Josh Williams	Inspector										0
												0
ISI	Materials Technician	Materials Testing Road and Bridge										0
	Full Time Equivalent Field and Support Personnel		0	0	0	0	64	48	28	0	0	140
			140									140 ck

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

CM Services

Note: Mark-ups are Not Allowed ☑ **Prime Consultant** ☐ **Subconsultant** **2nd Tier Subconsultant**

Consultant **BVNA**

Project No. **Napa County - Chiles Pope Valley Road Bridge** Contract No. **21C0075, RDS 15-23** Date 5/17/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PM - RE/SR	Chuck Tran, PE	20	$110.59	$2,211.80
ARE/ Inspector	Jim Adiar, PE	0	$97.34	$0.00
Office Engineer/Inspector	Mengxing Li	96	$67.53	$6,482.98
OE / Labor Compliance	Cheryl Brown	24	$39.59	$950.16
Claims Support	Henry Kirzhner, PE	0	$127.93	$0.00

LABOR COSTS Total Hours 140

a) Subtotal Direct Labor Costs $9,644.94

b) Anticipated Overtime $0.00

c) Anticipated Salary Increases (see page 2 for calculation) $0.00

d) TOTAL DIRECT LABOR COSTS [(a) + (b)+(c)] $9,644.94

INDIRECT COSTS

d) Fringe Benefits (Rate:) e) Total Fringe Benefits [(c) x (d)] $0.00

f) Overhead (Rate: 138.48%) g) Overhead [(c) x (f)] $13,356.31

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $13,356.31

FIXED FEE (Rate: 8.50%) k) **TOTAL FIXED FEE** [(c) + (j)] x (q)] $1,955.11

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Vendors				
Mileage (Included)	Included			$ -
Per Diem	0	Months	$ -	$ -

l) **TOTAL OTHER DIRECT COSTS** $0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	
Subconsultant 5:	

m) TOTAL SUBCONSULTANTS' COSTS $ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $0.00

TOTAL COST [(c) + (j) + (k) + (n)] $24,956.35

NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant BVNA Contract No. **21C0075, RDS 15-23** Date 5/17/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	2.5 Year Contract Duration
$9,644.94		140	=	$68.89	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$68.89	+	3.5%	=	$71.30	Year 2 Avg Hourly Rate
Year 2	$71.30	+	3.5%	=	$73.80	Year 3 Avg Hourly Rate
Year 3	$73.80	+	3.5%	=	$76.38	Year 4 Avg Hourly Rate
Year 4	$76.38	+	3.5%	=	$79.06	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	140.0	=	140.0	Estimated Hours Year 1
Year 2	0.00%	*	140.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	140.0	=	0.0	Estimated Hours Year 3
Year 4		*	140.0	=	0.0	Estimated Hours Year 4
Total	100%		Total	=	140.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$68.89	*	140	=	$9,644.94	Estimated Hours Year 1
Year 2	$71.30	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$73.80	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$76.38	*	0	=	$0.00	Estimated Hours Year 4
	Total Direct Labor Cost with Escalation			=	$9,644.94	
	Direct Labor Subtotal before Escalation			=	$9,644.94	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost

1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the contract
3 Title 23 United States Code Section 112 - Letting of Contracts
4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jeffrey Haw, PE Title *: Program Manager

Signature : Date of Certification (mm/dd/yyy 5/17/2026

Email: jeffrey.haw@bureauveritas.com Phone Number: 510-882-9974

Address: 887 Island Drive Suite 220-D Alameda CA 94502

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CM Services

CHILES VALLEY ROAD BRIDGE REPLACEMENT PROJECT, RDS 15-23						
May 28, 2026						
Program 14010-50139						
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date**	**Appropriation Amount Spent to Date**	**Budget Amount % Spent to Date**	**Appropriation Amount Balance**
Construction	$7,724,882	$0	$7,724,882	$7,455,649	97%	$269,233
Design and Engineering: Consultant	$1,306,250	$0	$1,306,250	$1,306,250	100%	$0
Lands and Temporary Construction Easement	$49,000	$0	$49,000	$49,000	100%	$0
Construction Management and Construction Administration	$1,520,771	$0	$1,520,771	$1,374,145	90%	$146,626
County Project Management/Administration (PE+ROW+CE)	$117,647	$0	$117,647	$117,647	100%	$0
CM/CA/INSP Contingency (5%) (middletown)	$69,247	$0	$69,247	$68,691	99%	$556
Permits/ Post Construction Maintenance/ Reporting	$45,000	$0	$45,000	$17,769	39%	$27,231
Mitigation Plantings, Construction, Administration , Management, and Reporting	$700,000	$0	$700,000	$208,421	30%	$491,579
TOTAL	**$11,532,797**	**$0**	**$11,532,797**	**$10,597,572**		**$935,225**

Prepared by James Reese, P.E.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1194

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "2026 Annual Guardrail Repair, RDS 26-12" and Amendment 1 to Maintenance Agreement 8632

RECOMMENDATION

Approve the Plans and Specifications for the "2026 Annual Guardrail Repair, RDS 26-12"; approve and authorize Amendment No. 1 to Maintenance Agreement No. 8632; 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

The Public Works Department maintains 420 miles of roads and about 22 miles of guardrail. Over many years, the County has constructed guardrails to help prevent drivers from driving into the Napa River, into creeks, and down roadway embankments. Every year wayward drivers damage guardrails along County roads. In the past, County staff have hired contractors to repair individual damaged guardrails, or the Public Works Roads Division staff repaired the damage as time and funding allowed. With the advent of funding from SB-1 the County now budgets for an annual guardrail repair project.

The annual guardrail repair program provides added safety for the public and is a more cost-effective method by repairing numerous guardrails with one construction contract to take advantage of economies of scale. Staff prioritized the repairs based on safety and available funding and will repair the remaining damage (plus any newly damaged guardrails) in future years.

On 10/21/25, the Board of Supervisors approved $110,000 for the engineering design of the 2026 Annual Guardrail Repair and the Engineer's Estimate for the construction cost is $1,000,000. This includes 13 County roads, 1 location at the Dry Creek Bridge (21C0055), and 2 locations on St. Helena Highway (Caltrans' 4 crash cushion replacement) related to the Vine Trail. The Dry Creek Road Bridge over Dry Creek (21C0055) is approximately 3.5 miles south of Oakville Grade Road and a northbound driver damaged the guardrails at the southeast corner of the bridge. The plans include installing crash cushions and guardrails at the four approaches

to the Bridge. Caltrans conducted a safety inspection of the guardrails and crash cushions along the Napa Valley Vine Trail between St. Helena and Calistoga and determined that four "SLED" crash cushions no longer meet "Manual for Assessing Safety Hardware" (MASH) requirements. The plans include replacing the "SLED" crash cushions with "Delta Intelligent" crash cushions. This change requires amending the maintenance agreement between the County and Caltrans.

The Plans and Specifications are complete and ready for approval by the Board of Supervisors. The Director is requesting authorization to advertise for bids. Staff will return to the Board of Supervisors 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 the project.

Requested Actions:

1. Approve Plans and Specifications for the "2026 Annual Guardrail Repair, RDS 26-12" and authorization to advertise for sealed bids.

2. Approve Amendment 1 to Maintenance Agreement 8632 with Caltrans.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Design cost for the 2026 Annual Guardrail is currently budgeted in Fund 2040,Org. 2040500 and Project 26015. Project is funded by SB-1.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the plans and specifications, Amendment 1, and authorization to advertise are necessary to move the project forward toward construction to improve public safety.
Is the general fund affected?	No
Future fiscal impact:	A budget amendment will be requested at time of construction contract award to fund project construction.
Consequences if not approved:	If not approved, annual guardrail repair of county roads cannot begin, and the damaged guardrail will continue to be road safety hazards on various roads throughout the county
Strategic Initiative:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR § 15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

BUDGET SUMMARY: 2026 ANNUAL GUARDRAIL REPAIR, RDS 26-12						
Program: 26015						6/16/2026
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$1,000,000	$0	$0	$0	0%	$0
20% Construction Contingency	$200,000	$0	$0	$0	0%	$0
Design and Engineering	$100,000	$0	$100,000	$75,300	75%	$24,700
10% Design and Engineering Contingency	$10,000	$0	$10,000	$0	0%	$10,000
Construction Management	$60,000	$0	$0	$0	0%	$0
County Project Management/Administration	$80,000	$0	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$0	$0	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$5,000	$0	$0	$0	0%	$0
TOTAL	$1,455,000	$0	$110,000	$75,300	75%	$34,700

FIRST AMENDMENT
TO
PROJECT SPECIFIC MAINTENANCE AGREEMENT FOR VINE TRAIL
IN THE COUNTY OF NAPA Agreement No. 8632

This First Amendment to Project Specific Maintenance Agreement for Vine Trail in the County of Napa is made and entered into this _____ day of _____, 20____, by and between The State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and County of Napa, hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, an "Project Specific Maintenance Agreement for Vine Trail in the County of Napa", hereinafter referred to as "AGREEMENT", as provided for in Section 130 of the Street and Highways Code, was executed by STATE on March 8, 2022; and

WHEREAS, AGREEMENT by its terms provides that it may be amended or terminated at any time upon mutual consent of PARTIES; and

WHEREAS, PARTIES desire for COUNTY to maintain the improvements constructed under STATE issued Encroachment Permit No. _____ on Route 29 Napa Valley Vine Trail within the jurisdictional limits of County of Napa; consisting of concrete barrier and 'Delta Intelligent' crash cushions.

NOW, THEREFORE, PARTIES agreement to amend AGREEMENT as follows:

1. Article 9 i) of AGREEMENT is hereby deleted and replaced in its entirety to read as follows:

   "i) RETAINING WALLS AND CONCRETE BARRIERS FOR TRAIL
   COUNTY, at COUNTY's expense shall perform wall and barrier maintenance including but not limited to 'Delta Intelligent' crash cushion repairs and replacement, surface cracks and spalls repairs and keep surface of walls and barriers free of debris, litter and graffiti."

2. Exhibit "A" sheet 12 of AGREEMENT is hereby deleted and replaced by Exhibit "A" sheet 12 (REVISED).

3. Exhibit "A" sheet 15 of AGREEMENT is hereby deleted and replaced by Exhibit "A" sheet 15 (REVISED).

4. All terms and conditions of AGREEMENT not specifically modified by this First Amendment shall remain in full force and effect.

TERMINATION - This Agreement Amendment may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

TERM OF AGREEMENT AMENDMENT - This Amendment shall become effective on the date as shown below and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF NAPA

By: _____
AMBER MANFREE
Chair, Board of Supervisors

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATON

By: _____
LEAH BUDU Date
Deputy District Director
Maintenance

Initiated and Approved

By: Steven Lederer
Steven Lederer (May 26, 2026 08:20:38 PDT)
STEVEN E. LEDERER
Public Works Director

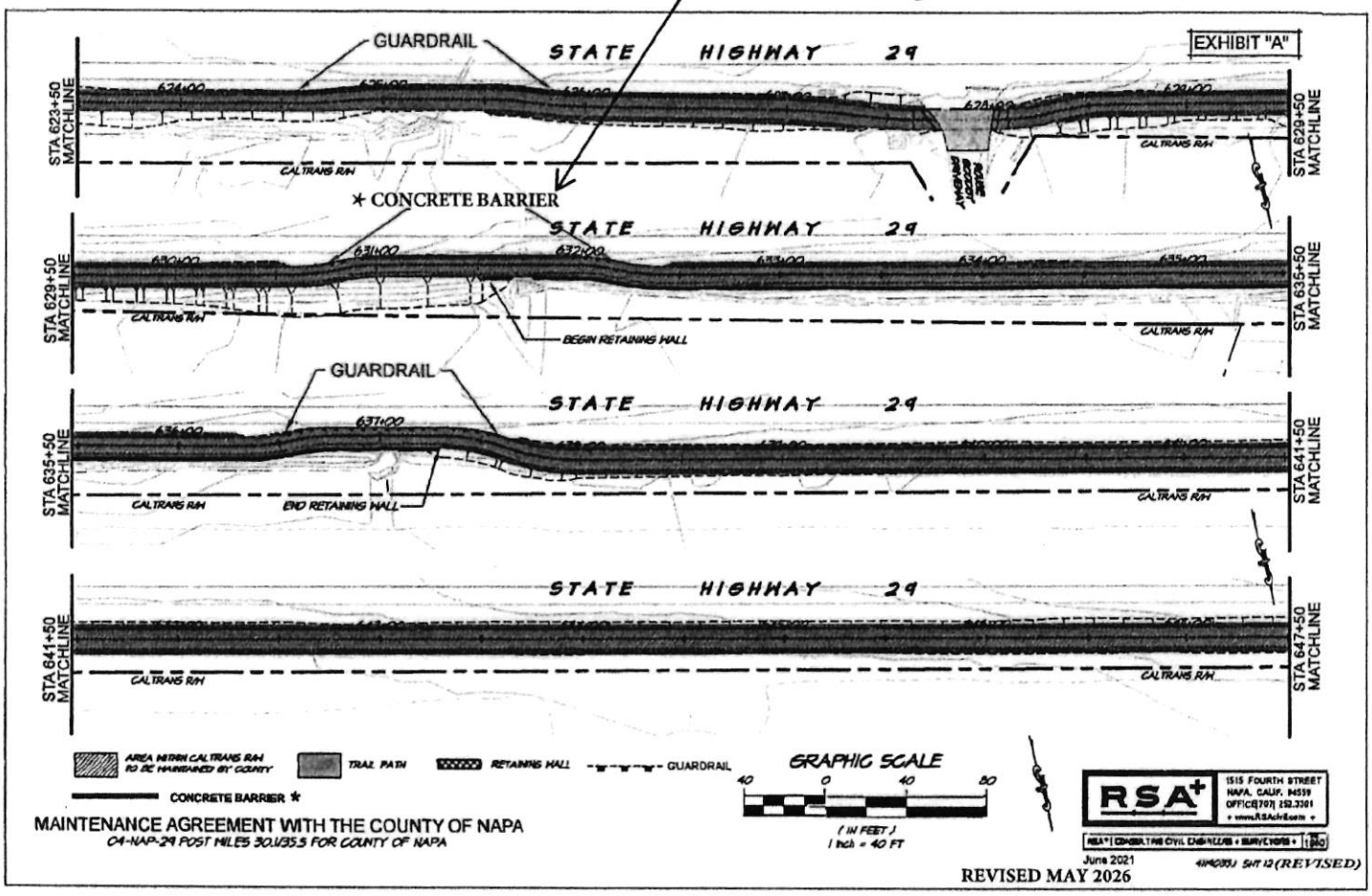
ATTEST:

By: _____
NEHA HOSKINS
Clerk of the Board

By: _____
THOMAS ZELENY
County Counsel

✶ Revised by Amendment No. 1

✶ Replace existing SLED crash cushions with Delta Intelligent crash cushions



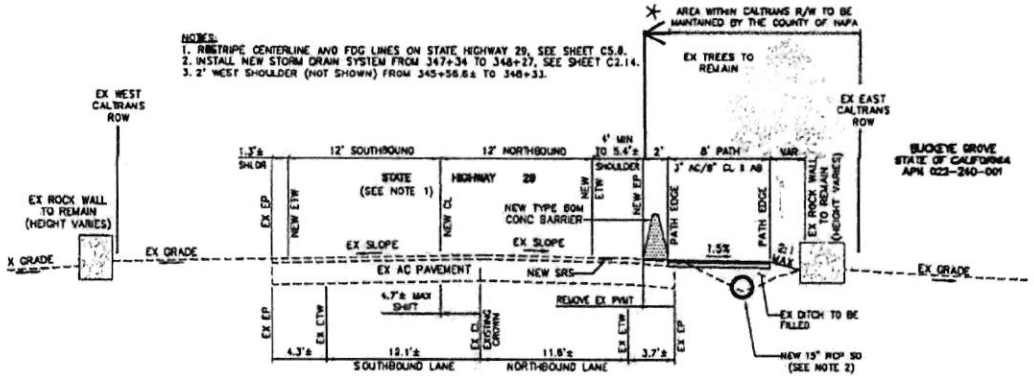
MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA

04-NAP-29 POST MILES 30.0/35.5 FOR COUNTY OF NAPA

REVISED MAY 2026

* Revised by Amendment No. 1

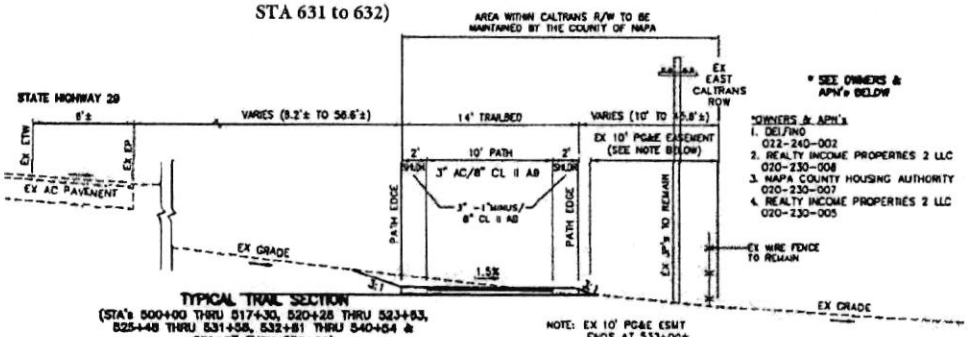
EXHIBIT "A"



TYPICAL TRAIL SECTION
(STA 347+34 THRU 348+33)
SCALE: 1" = 8'

MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA
04-NAP-29 POST MILES 30.1/35.5 FOR COUNTY OF NAPA

* (Also Reach 6 - STA 631 to 632)



TYPICAL TRAIL SECTION
(STA's 500+00 THRU 517+30, 520+28 THRU 523+83, 525+48 THRU 531+58, 532+81 THRU 540+64 & 631+97 THRU 632+81)
SCALE: 1" = 8'

NOTE: EX 10' PG&E ESMT ENDS AT 533+00±

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RSA+ CONSULTING CIVIL ENGINEERS • SURVEYORS • 1980

June 2021 SHT 15 *(REVISED)*

REVISED MAY 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:** 6/16/2026 | **File ID #:** 26-1210

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "White Sulphur Spring Rd Slide Repair", RDS 26-37.

RECOMMENDATION

Approve the Plans and Specifications for the "White Sulphur Spring Rd Slide Repair", RDS 26-37; 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

Damage occurred at 3260 White Sulphur Spring Road from the storm events that occurred in Napa County in November of 2025. 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.

On March 10, 2026, the Board of Supervisors authorized creation of the "White Sulphur Spring Rd Slide" project 26027 and a budget transfer of $446,922 was allocated for the project using the Roads Operating Fund (Fund 2040, Sub-Division 2040000). Of this amount, $366,922 was allocated for design services and $80,000 for staff time.

Fiscal Year 2026-27 recommended budget will include $7 million for all 2025 November Storm Project construction from the release of designation for fiscal uncertainty. It will be budgeted in RDS01 "November 2025 Storm Roads CIP." As each project moves forward, budget will be reallocated from RDS01 to specific projects.

The Engineer's Estimate for the White Sulphur Spring Rd Slide Repair project is $600,000. The Plans and Specifications are complete and ready for approval by the Board of Supervisors, which are available to view on the <https://www.napacounty.gov/1607/Current-Projects> website. County staff will return to the Board of Supervisors to present a detailed project budget based on the lowest responsible bid and to request authorization to award.
Requested Actions:

1. Approve Plans and Specifications for the "White Sulphur Spring Rd Slide Repair", RDS 26-37 and authorize to advertise for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repairs are necessary to prevent further damage and ensure public safety.
Is the general fund affected?	No
Future fiscal impact:	Future fiscal impact may require mitigation planting and routine maintenance to clear slide material behind the soldier pile retaining wall.
Consequences if not approved:	If not approved, the soldier pile retaining wall cannot be constructed and slide material will continue to cover the roadway.
Strategic Initiative:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Section 15301 Class 1 - Existing Facilities and Section 15302 Class 2 - Replacement or Reconstruction: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") and Class 2 ("Replacement or Reconstruction") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act Appendix B.]

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:** 6/16/2026 | **File ID #:** 26-1231

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Amanda Exum - Staff Services Analyst II

SUBJECT: Agreement with Bell Products, Inc. for HVAC Services

RECOMMENDATION

Approve and authorize Agreement No. 270055B with Bell Products, Inc. for a maximum contract amount of $412,931 per fiscal year to perform maintenance and inspection services of the heating, ventilation and air conditioning systems at various County buildings for a three-year term of July 1, 2026 to June 30, 2029, with two one-year automatic renewal options. (Fiscal Impact: $412,931 Expense; Included in fiscal year 2026-27 recommended budget; Various Funds; Discretionary)

BACKGROUND

Today's action will approve an agreement with Bell Products, Inc. effective July 1, 2026 for maintenance and inspection services for the heating, ventilation and air conditioning systems at various County buildings, with a maximum compensation amount in fiscal year 2026-27 through fiscal year 2028-29 of $262,931 for Routine Services and $150,000 for Non-Routine services, for a total maximum of $412,931 per fiscal year and a maximum compensation of $1,238,793 for the three-year contract term, with a provision for two one-year automatic renewal options.

Napa County's current agreement for HVAC services is expiring as of June 30, 2026. As part of a competitive procurement process and in accordance with County purchasing policy, County staff issued a Request for Proposal (RFP No. PM022601) for these services on February 27, 2026. Seven companies submitted proposals in response to this RFP. The proposals were scored according to predetermined weighted criteria: company history, experience, qualifications, approach to scope of work, and pricing. Bell Products, Inc. distinguished themselves as the most qualified company and was recommended by the panel to provide Napa County with contracted HVAC systems maintenance and inspection services.

Bell Products, Inc. is a local vendor.

Requested Action:

Approve and authorize the Chair to sign Agreement No. 270055B with Bell Products, Inc. for a maximum contract amount of $412,931 per fiscal year and a term of July 1, 2026-June 30, 2029, with the provision for two optional one-year automatic renewals.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Funds: 1000, 4300, 5010
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Maintenance of HVAC systems is required to ensure the safe and consistent operation of County facilities.
Is the general fund affected?	Yes
Future fiscal impact:	The agreement will continue to be budgeted in future fiscal years under the agreement terms.
Consequences if not approved:	If this action is not approved, contracted routine HVAC services will not be conducted at various facilities. County would have to engage providers on an as-needed basis which could significantly increase the cost of services and the inability to control temperatures in the buildings to accommodate for the safety and comfort of staff.
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. 270055B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

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 Bell Products, Inc. whose address is P.O. Box 396, Napa, CA 94559, hereinafter referred to as "Contractor".

RECITALS

A. County needs the services of a licensed contractor in order to perform maintenance and inspection services for the heating, ventilation and air conditioning systems at various County owned or operated buildings.

B. Contractor was selected to perform the work after a competitive process conducted pursuant to RFP No. PM022601.

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

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by County (if any), and Contractor's proposal, quote, or bid.

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

1.3 Warranty. Contractor warrants to County that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by County within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.3.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.2.

2.4 Director's Authority. The Director of Public Works or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Contractor for Routine Services (as defined in Section I of Exhibit A) at the lump sum prices set forth in Section I of Exhibit B. County shall pay Contractor for Non-Routine Services (as defined in Section II of Exhibit A) at the hourly rates set for in Section II of 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 SIXTY-TWO THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS ($262,931) for Routine Services and ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) for Non-Routine Services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon work actually performed and reimbursable expenses actually incurred.

3.2 Payment Process. Contractor may submit one invoice per calendar month, per service location, in arrears for work performed, to the Public Works Administrative Manager who will review the invoice to confirm its contents match the work performed during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification

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

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

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

3.4 Price Adjustments. After the first contract year, County may increase the unit prices or hourly rates in Exhibit B upon approval of Contractor's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Contractor's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Contractor, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Contractor must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Contractor's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3.

ARTICLE IV – BONDS AND INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.1.1 Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-cleanfleets.

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

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

applicable taxes or amounts, Contractor shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

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

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify County in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by County, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONTRACTOR
Napa County Public Work 1195 Third Street, Suite 101 Napa, CA 94559	Bell Products, Inc. P.O. Box 396 Napa, CA 94559

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.18 No Assignments. Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without 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; Electronic Signatures. By executing this Agreement, all Parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[Remainder of page left blank intentionally; signature page follows.]

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

BELL PRODUCTS, INC.

By _____
JEFF ALCAYAGA, President

By _____
GARY AWAI, Treasurer

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: *Sabrina S. Wolfson* Deputy County Counsel Date: May 27, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF WORK

Contractor shall provide the County with routine and non-routine/emergency HVAC maintenance and inspection services at various County locations. Contractor shall perform all work according to best practices and standards of the trade and in strict compliance with all Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work.

Contractor shall schedule and coordinate services with the appropriate County staff as designated by Napa County Public Works.

Contractor shall furnish all labor, tools, equipment, materials (including belts and filters), and supervision necessary to perform the scope of work. Contractor shall perform all work with minimal disruption to surrounding property and facilities. Service technicians shall be clearly identifiable, such as wearing apparel, name tag, or other items bearing the company's name/branding while on County premises.

If while providing services the Contractor identifies system or equipment deficiencies, the Contractor shall promptly notify County of the deficiency and advise of recommended or necessary repairs.

During the term of the agreement, County may request changes in service frequency, additional routine sites, or removal of routine sites if services are no longer required.

I. ROUTINE SERVICES

Contractor shall perform the routine inspection and maintenance services described in this Section I (collectively, "Routine Services") in accordance with the terms of this Agreement.

Annual Full Service - 1 time annually:

1. Replace belts
2. Rodding of barrels
3. Breakdown and service of boilers

Annual Belt Replacement - 1 time annually:

1. Replace belts

Annual Energy Wheels Cleaning – 1 time annually:

1. Clean energy wheels

Semi-Annual - Closed loop Systems 2 times annually, 6 months apart

1. Conduct a nitrate test on recirculating water from closed loop systems
   - Maintain 800-1,000 PPM of sodium nitrate in each closed loop system
2. Add treatment to system as necessary, utilizing a bypass feeder

Quarterly Chiller Maintenance - 4 times annually:

1. Start unit, and record running hours
2. Remove oil samples, send to lab for analysis, and provide results to County
3. Inspect, adjust and record oil levels on all components, verify for leaks
4. Measure and verify seal leak rate cc/r
5. Measure and verify oil heater operation
6. Replace oil filter "o" rings
7. Measure and verify motor cooling refrigerant filters
8. Measure and verify refrigerant contamination
9. Record condenser pressure
10. Record evaporator pressure
11. Lubricate vane seal oiler
12. Megger test motor and oil pump
13. Inspect starter and contact surfaces
14. Measure and verify coupling and alignment
15. Clean unloader pot
16. Measure and verify structural integrity of units
17. Review and discuss logs with County staff

Quarterly Tune-up - 4 times annually:

1. Replace filters
2. Wash any washable type filters
3. Inspect and lubricate all motors, bearings, and dampers
4. Adjust or replace belts and drives
5. Check thermocouple
6. Check electronic igniter
7. Check safety controls
8. Inspect and clean heat exchanger
9. Adjust and clean pilot and burners
10. Inspect combustion air vents and flue pipe
11. Clean condensate pan and drain

12. Clean evaporator coil as needed
13. Clean condenser coil as required
14. Measure and verify back-up heat source
15. Check and adjust refrigerant pressure
16. Check and adjust refrigerant oil levels
17. Measure and verify site glasses
18. Measure and verify oil levels
19. Check crankcase heater
20. Check, and adjust electrical supply, connections, and start components
21. Measure temperature split
22. Measure amperage draws
23. Measure voltage readings
24. Measure and verify condenser loop strainer
25. Measure and verify all operating controls
26. Check reversing valve
27. Check heat strips
28. Check defrost cycle and controls
29. Calibrate and program thermostat
30. Measure and verify operating temperatures
31. Measure and verify moisture indicators
32. Measure and verify cap tubes/piping for chafing
33. Inspect systems for leaks
34. Measure and verify humidifier controls, strainer, level controls, hand valves, drain/pan, heating elements, and clean float assembly
35. Measure and verify outside air intakes
36. Inspect expansion valve bulb clamp
37. Inspect cabinetry/hardware conditions, and tighten nuts/bolts as necessary
38. Measure and verify the structural integrity of unit
39. Measure and verify blade pitch operation
40. Inspect/lube blade links
41. Measure and verify rotary union
42. Check equipment for rust, and wear

43. Verify UV light bulbs are in working order

Bi-Monthly Preventive Maintenance - 6 times annually:

1. Check and calibrate all pneumatic controls, including calibration of thermostats
2. Check air dryer, air compressor, water pumps, air handlers, and reheat coils

Monthly Cooling Tower Water Testing* - 12 times annually:

1. Visually inspect the equipment for defects and possible repairs needed
2. Test cooling tower water for total dissolved solids (TDS)
3. Check operation of conductivity sensor
4. Clean conductivity sensor
5. Clean flow switch sensor
6. Check operation of the chemical feed pump
7. Check operation of the solenoid valve
8. Conduct a phosphonate test on the cooling tower water, and maintain 90-150 PPM of phosphonate in the cooling tower system
9. Perform a bacterial paddle test on the cooling tower water
10. Ensure proper amount of chemicals on site, and refill chemical containers and equipment as needed

*Upon request by the County's Director of Public Works or designee Contractor shall have legionella testing performed up to four times per year.

Routine Service Locations: Contractor shall provide County with the Routine Services at each of the locations identified on the table below. The specific type of Routine Service(s) to be provided at each location is identified with a checkmark (✓). All locations are in Napa, California unless otherwise stated:

[Remainder of page left blank intentionally. Scope of Work Exhibit A the next page.]

Building	Annual Maintenance - Full	Annual Belt Replacement	Annual Energy Wheels Cleaning	Semi-Annual Closed Loop Systems	Quarterly Chiller Maintenance	Quarterly Tune Up	Bi-Monthly Preventative Maintenance	Monthly Cooling Tower Water Testing
County Administration Building 1195 Third St.	✓			✓	✓	✓	✓	
ITS/HHSA CSOA 650 Imperial Way		✓				✓		
Hall of Justice 1125 Third St.	✓			✓	✓	✓	✓	✓*
1127 First Street Building 1127 First St.	✓			✓		✓		
South Campus, Building A 2751 Napa Valley Corporate Dr.		✓				✓	✓	
South Campus, Building B 2751 Napa-Valley Corporate Dr.	✓			✓		✓		
Sheriff's Office 1535 Airport Blvd.	✓			✓		✓		
Re-Entry Facility 2200 Napa Vallejo Hwy.		✓				✓		
Napa County Library – Main Branch 580 Coombs St.		✓	✓			✓		
County Airport 2000 Airport Rd.	✓			✓		✓		

*Legionella testing to be performed up to four times per year.

Written Reports: For each service visit to a service location, Contractor shall prepare a written report for all services performed during the service visit. Reports shall include the type of service performed, applicable results, and the technician's name who performed the work. Contractor shall provide inspection reports to the County's Facilities Superintendent and Maintenance Supervisor(s) within five (5) working days of service.

Hours and Frequency of Service: All Routine Services will be performed between the hours of 7:00 a.m. and 4:00 p.m., or as mutually determined by the County's Director of Public Works or Designee and Contractor, Monday through Friday, excluding holidays.

If any equipment malfunction occurs after a related Routine Service or Non-Routine Service, Contractor shall provide call back service during regular working hours of regular working days at no additional charge. If County authorized call back services are required after a related Routine Service or Non-Routine Service, outside regular routine hours, the Contractor will absorb the worked hours at regular hourly rates and will be reimbursed by the County for the difference between the regular hourly rate and the overtime or double time hourly rates provided in Exhibit B.

Call back services shall be provided within twenty-four (24) hours of request.

County Holidays: No Routine Services shall be provided on the Napa County observed holidays below. Holidays are subject to change. Service locations' observance days may vary:

New Year's Day	Juneteenth	Veterans' Day
Martin Luther King, Jr.'s Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Day after Thanksgiving
Cesar Chavez's Birthday	Indigenous People's Day	December 24 – Winter Holiday
Memorial Day		December 25 – Winter Holiday

County Winter Recess (December 26-December 31) may cause some service locations to be closed or have reduced operations.

II. NON-ROUTINE AND EMERGENCY/ON-CALL SERVICES

Upon request by the County's Director of Public Works or designee Contractor shall perform Non-Routine maintenance and inspection services for HVAC systems Countywide as needed at times to bring systems to basic operational condition ("Non-Routine Services"). Non-Routine services shall include any inspection, maintenance, repair, or replacement services not described in Section I above. Contractor shall perform the Non-Routine Services at the hourly rates provided in Exhibit B.

Emergency callback services shall be provided within four (4) hours of request.

Response Time: Contractor shall communicate receipt of requests for Non-Routine Services within twenty-four (24) hours. Contractor shall provide on-site emergency service within four (4) hours of requests.

III. ADDITIONAL INFORMATION

Licensing, Registration & Certification: Contractor shall maintain a California C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor License through the term of this Agreement.

Contractor shall be registered with the California Department of Industrial Relations (DIR)through the term of this Agreement.

Contractor's technicians who perform work under this Agreement must be appropriately certified under Section 608 of the Clean Air Act.

Contractor must maintain all required licensing, registrations, permits, and certifications under both state and local jurisdictions that are necessary for the execution of the Routine Services and Non-Routine Services throughout the entirety of this Agreement.

Prevailing Wage: Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage.

Subcontracting of Services: If the Contractor wishes to use a subcontractor not specified in their proposal, prior written approval from the County's Public Works Director or designee must be obtained. If a subcontract for work or services is performed, the subcontract must contain all required provisions of this Agreement. Contractor shall invoice for any subcontractors services in accordance with the terms of the Agreement. Direct invoicing from subcontractors is prohibited.

Security and Privacy: Any person entering a Napa County building may be required to complete a Confidentiality Agreement, Visitor Security Clearance Form, or other security and privacy related form.

COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

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

COMPLIANCE WITH ADA AND REHABILITATION ACT OF 1973 SECTION 508.

Contractor shall ensure that any reports, and any deliverable to the County is delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Contractor shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the County's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

EXHIBIT B
COMPENSATION

I. ROUTINE SERVICES

Annual lump sum rates for Routine Services described in Section I of Exhibit A are listed in the chart below. The lump sum rates include all equipment, labor, and associated costs for performing the Routine Services. No additional compensation will be allowed for Routine Services.

Building	(1) Annual Maintenance - Full	(1) Annual Belt Replacement	(1) Annual Energy Wheels Cleaning	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Totals
County Administration Building	$2,948			$190	$2,186.25	$2,916.50	$1,900		$35,139
ITS/HHSA CSOA		$952				$2,285.25			$10,093
Hall of Justice	$5,970			$190	$1,806.25	$1,553.25	$1,520	$540*	$35,388
1127 First Street Building	$1,877			$190		$7,497.25			$32,246
South Campus, Building A		$2,122				$4,394.75	$2,280		$33,381
South Campus, Building B	$5,757			$190		$11,606.50			$52,563
Sheriff's Office	$2,761			$190		$3,496.75			$17,128
Re-Entry Facility		$1,057				$4,823.75			$20,352
Napa County Library – Main Branch		$1,276	$380			$3,939.25			$17,413
County Airport	$1,525			$190		$1,830.75			$9,228
Total Per Service Annualized	**$20,838**	**$5,407**	**$380**	**$2,280**	**$15,970**	**$177,376**	**$34,200**	**$6,480**	**$262,931**

*Legionella testing up to four times per year at no additional cost.

II. NON-ROUTINE SERVICES

Authorized Non-Routine Services shall be performed on a time and materials basis in accordance with the rates listed in the chart below.

Job Title/Classification	Regular Rate Per hour	Overtime Rate Per hour	Double Time Rate Per hour
Journeyman Service Tech	$190.00	$285.00	$380.00
Journeyman Plumber	$190.00	$285.00	$380.00

Category	Rate
Material Mark-up	15%
Truck Charge**	$70.00
Inspection only base rate, T&M	190.00 per hour

**Truck charges are a one-time per issue charged again on subsequent follow-up visits.

Payment of California Prevailing Wage is required.

III. CONTRACTOR DEFINED HOURS

Regular Rate: Labor hours worked Monday through Friday during a regularly scheduled workday from 7:00 a.m. to 3:30 p.m.

Overtime: Labor hours worked after an employee has completed their 8-hour shift, or when working an emergency or "on-call" shift.

Double Time: Labor hours worked on Sundays or recognized holidays.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

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.

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1241

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Liang Chin Su, Assistant Engineer

SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for the "550 Wall Road Landslide Repairs", RDS 26-38

RECOMMENDATION

Approve the Plans and Specifications for the "550 Wall Road Landslide Repairs", RDS 26-38; 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

Two slides occurred on Wall Road in November of 2025: one adjacent to the slide at 555 Wall Road that developed during the 2019 storms, and a second approximately 500 feet north of the first. The 2019 Wall Road slide remains mired in the FEMA review process and will move forward to construction once the necessary approvals are received. Both 2025 slide locations exhibit roadway and embankment failure along the north side of the roadway, where portions of the pavement and supporting slope have moved downslope, compromising the stability of the remaining roadway. The slide areas are approximately 70 linear feet and 30 linear feet in length, respectively. The designed repairs for both locations are the construction of reinforced concrete retaining walls, approximately four to six feet in height, supported by cast-in-drilled-hole piles. In addition, approximately 100 feet of roadway, 42 feet in width, will be reconstructed and paved at each slide location to restore roadway integrity and pavement conditions.

On March 10, 2026, the Board of Supervisors authorized creation of the "550 Wall Road Landslide Repairs" project and a budget transfer of $399,389 was allocated for the project using the Roads Operating Fund Budget (Fund 2040, Sub-Division 2040000, Project 26028). Of this amount, $319,389 was allocated for design services and $80,000 for staff time.

Fiscal Year 2026-27 recommended budget will include $7 million for all 2025 November Storm Project construction from the release of designation for fiscal uncertainty. It will be budgeted in RDS01 "November 2025 Storm Roads CIP." As each project moves forward, budget will be reallocated from RDS01 to specific projects.

The Engineer's Estimate for the 550 Wall Road Landslide Repairs project is $667,000. The Plans and

Specifications are complete and ready for approval by the Board of Supervisors, which are available to view on the <https://www.napacounty.gov/1607/Current-Projects> website. County staff will return to the Board of Supervisors to present a detailed project budget based on the lowest responsible bid and to request a budget amendment and authorization to award.
Requested Actions:
Approve Plans and Specifications for the "550 Wall Road Landslide Repairs", RDS 26-38 and authorize to advertise for sealed bids.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repairs are necessary to prevent further damage and ensure public safety.
Is the general fund affected?	No
Future fiscal impact:	Construction is anticipated to begin during FY 26-27. Staff will return after bid opening for a budget transfer of the full project cost.
Consequences if not approved:	The road will not be repaired and cause public safety hazard.
Strategic Initiative:	Build healthy, connected communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Section 15301 Class 1 - Existing Facilities and Section 15302 Class 2 - Replacement or Reconstruction: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") and Class 2 ("Replacement or Reconstruction") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act Appendix B.]

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1213

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Erin Corry, Staff Services Analyst II

SUBJECT: Amendment No. 1 to Agreement No. 240159B with Signal 88, LLC

RECOMMENDATION

Approve and authorize Amendment No. 1 of Agreement No. 240159B with Signal 88, LLC for inmate watch security services. (Fiscal Impact: $130,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Department of Corrections and the Napa County Sheriff's Office utilize vendor-provided inmate watch security guard services for jail pre-bookings and inmates requiring medical care at Queen of the Valley Medical Center and/or hospitals or medical facilities in Napa County and surrounding areas. Utilizing security guards for inmate watch services is more cost-effective than assigning Correctional Officers or Sheriff's Deputies to perform these duties.

On September 18, 2023, the County Purchasing Agent signed Agreement No. 240159C with Signal 88, LLC, for inmate watch security services for Napa County Department of Corrections and Sheriff's Office.

The Napa County Department of Corrections and Sheriff's Office would like to amend the contract to extend the term of the agreement, increase the hourly and overtime rates, and increase the maximum annual compensation to $130,000 for inmate watch services.

Requested Action:

Approve and authorize the Chair to sign Amendment No. 1 to Agreement No. 240103B with Signal 88, LLC to extend the agreement through June 30, 2029, and revise the compensation rates and maximum annual compensation.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Corrections Budget (Org 1400001); Sheriff's Budget (Org 1360000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to utilize inmate watch security guard services. However, there is still a significant need for these services to provide inmate watch coverage for jail pre-bookings and inmates requiring medical care at Queen of the Valley Medical Center and other medical facilities in Napa County and surrounding areas.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, the Napa County Department of Corrections and Sheriff's Office would have to use internal staff (Correctional Officers or Sheriff's Deputies) to perform inmate watch services. Utilizing internal staff in place of third-party inmate watch services may increase overtime costs and reduce the availability of Correctional Officers and Sheriff's Deputies for primary detention and public safety responsibilities.

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.

FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 240159B

PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT NO. 240159B is made and entered into as of this 1st day of July, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," acting by and through its Purchasing Agent, and SIGNAL 88, LLC, whose mailing address is P.O. Box 8246, Omaha, NE 68108, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on September 18, 2023, COUNTY and CONTRACTOR entered into Agreement No. 240159C ("the Agreement") whereby CONTRACTOR agreed to provide as-needed security services for pre/post booked inmates/prisoners (who require medical care that is outside the scope of services provided by the Napa County Detention Center) at Queen of the Valley Medical Center and/or hospitals or medical facilities in/outside Napa County as determined by COUNTY; and

WHEREAS, the Agreement was made by and through the County's Purchasing Agent because compensation to be provided to CONTRACTOR did not exceed the approval authority of the Purchasing Agent; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise compensation provisions.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner as set forth below.

TERMS

1. Section 1 of the Agreement, Term of the Agreement, is amended to read in full as follows:

"Term of the Agreement.

1. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two additional one-year terms, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days

prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

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

"Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1," attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THIRTY THOUSAND dollars ($130,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

SIGNAL 88, LLC, doing business as "SIGNAL 88 SECURITY"

By_____
SHAWN VERDUZCO, Franchise Owner

NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent

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: *S. Darbinian* Deputy County Counsel Date: May 11, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT "B-1"

COMPENSATION

HOURLY RATE	
$63.00	Regular Hours
$94.50	Over Time/ Holiday Hours
Minimum 4-Hour dispatch charge regardless of time on-duty	

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1219

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Sheriff's Administrative Manager

SUBJECT: Removal of Capital Assets from Sheriff's Office Inventory, E-Waste Disposal

RECOMMENDATION

Approve and authorize removing depreciated, obsolete, and unusable capital assets from the Sheriff's Office inventory. (No Fiscal Impact; Discretionary)

BACKGROUND

The Sheriff's Office has identified three mobile data computers (MDCs) listed in the capital asset inventory that have exceeded their useful life and are now obsolete and unusable. The three MDCs identified on the attached list are deemed appropriate for e-waste disposal.

Requested Actions:

1. Declare certain items of capital asset property as surplus and no longer required for public use.

2. Authorize removal of the capital assets from the Sheriff's Office inventory.

3. Authorize e-waste disposal.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

NAPA COUNTY SHERIFF'S OFFICE CAPITAL ASSET REMOVAL LIST								
Date Acquired	**Asset**	**Tag**	**Asset Description**	**Location**	**Cost**	**Accumulated Depreciation**	**Current Book Value**	**Disposition**
6/30/2017	100774	28179	Toughbook	Sheriff	5,023.92	5,023.92	0.00	Obsolete Equipment/ E-Waste Disposal
6/30/2017	100775	28180	Toughbook	Sheriff	5,023.92	5,023.92	0.00	Obsolete Equipment/ E-Waste Disposal
6/30/2017	100776	28181	Toughbook	Sheriff	5,023.92	5,023.92	0.00	Obsolete Equipment/ E-Waste Disposal

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Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1244

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026

RECOMMENDATION

Accept from the Registrar of Voters the Certificate of Sufficiency for the "Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026" and take related actions.

BACKGROUND

Factual & Legal Background and Staff Recommendation.

The Registrar of Voters (hereafter the "ROV") has examined an Initiative petition that has been identified by the proponents as the " Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026" (hereafter "Initiative"). The ROV has determined that the Initiative signatures were sufficient in that the submitted Initiative petition contained the signatures of registered voters representing at least 10 percent of the entire vote cast in Napa County for all candidates for Governor at the last gubernatorial election (50,108).

A certificate of sufficiency documenting that determination has been submitted to the Clerk of the Board of Supervisors, which must be accepted and ordered filed by the Board. Immediately following acceptance, the Board is required to take one of the following actions: (1) place the question of approving or rejecting the Initiative before the voters on the next general election ballot which is the November 3, 2026 Gubernatorial General Election, or (2) postpone the question of placing the measure before the voters and order a report addressing the various impacts the passage of the Initiative might have, as authorized by Elections Code Section 9111.

Of the two options above, the Chief Executive Officer recommends that the Board place the measure on the November 3, 2026, Gubernatorial General Election ballot.

General Elections Overview of Initiative Process

Elections Code section 9103 states that proponents of an initiative petition must file a Notice of Intent to circulate a petition with the county elections official, as well as the full text of the ordinance and the filing of a fee. The elections official must then promptly send a copy of the notice of intent and the ordinance to the County Counsel who must in return send back a ballot title and summary within 15 days. The elections official must provide the initiative proponents with a copy of the ballot title and summary. The initiative proponents are required to publish the received Summary and the Notice of Intent in a newspaper of general circulation and provide proof of publication to the elections official before beginning signature gathering efforts.

Initiative proponents have 180 days from the day they received the title and summary to collect signatures. To qualify for placement on the ballot, proponents must gather enough valid signatures that are at least 10% of the votes cast in the county for all candidates for governor in the last gubernatorial election. (Elections Code sections 9118, 9110.)

Once signatures and petitions are submitted to the elections official, the elections official must examine the petition and signatures for validity. (Elections Code section 9115.) Once it has been deemed that there are sufficient signatures, the elections official must submit to the Board of Supervisors a certificate of sufficiency showing the results of the examination of the signatures.

Timelines Related to the Current Initiative

On January 15, 2026, Joseph Nordlinger and Doug Parker presented a Notice of Intention to Circulate the Initiative entitled 'The Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026.'

On January 30, 2026, County Counsel's Office submitted the Title and Summary to Elections.

On February 5, 2026, an amended Initiative and Notice of Intent was filed by proponents.

On February 6, 2026, County Counsel's Office submitted the Title and Summary for the amended Initiative to Elections.

Proof of Publication was provided on February 24, 2026.

Proponents submitted signed petitions to Elections on May 28, 2026.

On June 2, 2026, Elections submitted the Certificate of Sufficiency to the Clerk of the Board, qualifying the Initiative for the ballot.

General Summary of Initiative

The Initiative, if enacted, would do all of the following:

(1) Impose a countywide retail transaction and use tax ("sales tax") at the rate of one-half of one percent (1/2%), on the sale and use of tangible personal property within Napa County, including both the incorporated and unincorporated areas of the county. The sales tax would be imposed for eighteen (18) years, beginning on April 1, 2027 and expiring on March 31, 2045.

(2) Limit the use of, and require that sales tax proceeds be used for, the specific purposes identified in the Initiative's Expenditure Plan, which includes wildfire preparedness, watershed protection, open space preservation, and administrative expenditures related to the planning and implementation of the Initiative.

The Expenditure Plan outlines the specific program expenditure categories. The Expenditure Plan would be codified as Section 3.38.040 of the Napa County Code and would guide how the proceeds will be used.

(3) Require the County Auditor-Controller to establish a special fund for the deposit of sales tax proceeds and mandate allocation of 50% of sales tax proceeds to Napa County and 50% of the sales tax proceeds to the Napa County Regional Park and Open Space District ("Park District").

(4) Require the County and the Park District to distribute the sales tax proceeds to grantees through a competitive grant process, as further described in the Initiative, to be used only for the purposes outlined in the Expenditure Plan. The County may award grants only to 501(c)(3) nonprofit organizations, with exceptions as outlined in the Initiative. The Parks District may grant awards to 501(c)(3) nonprofit corporations and public agencies as described in the Initiative.

(5) Establish an Oversight Committee tasked with reviewing the receipt and expenditure of sales tax proceeds, including an annual report of each grantee's use of funds. The Committee will consist of nine Napa County resident members and 3 non-voting ex- officio members: County Auditor, Park District General Manager, and County Fire Administrator, or their respective designees.

(6) Increase the appropriations limit for the County by the statutory maximum amount of four years, to allow the use of all raised sales tax proceeds.

(7) Permit Napa County to allocate funds raised by the Ordinance to pay for expenses related to the planning and ongoing implementation of the tax, including payments necessary to review and approve Grants, for the operation of the Oversight Committee, as set forth in section 3.38.050, and for other purposes necessary for the planning and ongoing implementation of the Ordinance.

(8) Require the County to contract with the California Department of Tax and Fee Administration for the administration of the tax and provide for the reimbursement of the County's related costs from the proceeds of the tax prior to distribution to recipients.

(9) Deduct from the annual proceeds prior to distribution to recipients, to the extent such costs are in excess of the allocation provided to the County, the reasonable annual administrative costs necessary for the planning and ongoing implementation of the Ordinance which are borne by the County's Fire Administrator, Auditor-Controller and potentially other County staff, Oversight Committee administrative costs, and expenses related to the contract for administration of the tax with the California Department of Tax and Fee Administration.

Next Steps for the Board

At this juncture, the Board of Supervisors has two options for a tax measure initiative. The Board may either:

(1) Place the Initiative on the ballot for the next statewide election occurring not less than 88 days after the date of the order of election (Elections Code section 9118, 1405);

(2) Hold on placing the Initiative on the ballot and order a report under Elections Code section 9111 (see below for further detail). The Board has previously ordered 9111 reports for ballot measures. However, the Board has never previously ordered a 9111 report for a general sales tax measure.

Note that for initiative measures that are not tax measures, there is an additional option available to the Board: the Board may adopt the initiative as an ordinance without submitting the initiative to the voters. However, for

tax measures, this option is not allowed per California Constitution Article XIII C 2(d).

Contents of a 9111 Report

The statute that controls the content of any report the Board may order is found in Elections Code section 9111 and therefore the report is commonly referred to as a 9111 Report.

Any report that is ordered, in lieu of immediately calling an election or adopting the Initiative without alteration, may address the effect of the Initiative on any or all of the following matters:

(1) Fiscal impact;

(2) Effect on the internal consistency of the county's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on county actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code [NOTE: the limitations referenced relate to Affordable Housing and discrimination in housing issues];

(3) Effect on the use of land, the impact on the availability and location of housing, and the ability of the county to meet its regional housing needs;

(4) Impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses;

(5) Impact on the community's ability to attract and retain business and employment;

(6) Impact on the uses of vacant parcels of land;

(7) Impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization; or

(8) Any other matters the Board of Supervisors requests to be in the report.

Effects of Selection of Options

If the Board decides to forego the ordering of a report under Elections Code Section 9111, the Board must place the Initiative on the ballot for voter approval at the next statewide election on November 3, 2026. A resolution placing the Initiative on the ballot is included for this option.

If a report is ordered, the report must be returned to the Board within 30 calendar days. The cost of a report would likely be in the range of $20,000 - $40,000 in consultant time. Upon completion of the report, the Board would then be required to place the Initiative on the ballot for voter approval at the next statewide election on November 3, 2026.

[Remainder of page left intentionally blank.]

Requested Action

1. Receive and order filed the Certification of Sufficiency from the Registrar of Voters relating to the initiative petition entitled "Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026" (hereafter "Initiative") pursuant to California Elections Code section 9115(f); and

2. Adopt a resolution pursuant to California Elections Code section 9118(b) calling a special election, consolidating the special election with the November 3, 2026, Gubernatorial General election and placing the Initiative on the ballot for the purpose of enabling the voters of Napa County to approve or reject the Initiative.

Procedural Requirements

1. Motion to accept the Certification of the ROV and order the Certification filed by the Clerk of the Board.

2. Motion to adopt a resolution calling an election and placing the Initiative on the ballot for November 3, 2026 statewide election.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The General Fund will cover the cost of sending ballot materials to all voters as well as the cost of adding one measure to the official ballot itself.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	No foreseeable future impact as this process is initiative specific.
Consequences if not approved:	The county will be exposed to costly litigation due to its failure to follow Elections Code section 9118 if appropriate action is not taken on the Initiative in a timely manner.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: None required regardless of the Board's decision [calling an election required to be held as a result of the gathering of sufficient signatures pursuant to Elections Code section 9118 is ministerial and therefore not subject to CEQA [Friends of Sierra Madre v. City of Sierra Madre (2001) 25 Cal.4th 165, 189]; adopting an ordinance in lieu of calling an election is ministerial and therefore not subject to CEQA [Native American Sacred Site and Environmental Protection Association et al. v. City of San Juan Capistrano (2004) 120 Cal.App.4th 961, 969].

CLERKS CERTIFICATE TO INITIATIVE PETITION

I **John Tuteur**, Registrar of Voters of Napa County, State of California, hereby certify: that

An Initiative Imposing A One -Half Percent (1/2%) Sales Tax For Wildfire Preparedness, Watershed Protection, And Open Space Preservation has been filed with this office on **05/28/2026**.

That each section contains signatures purporting to be the signatures of qualified electors of this county.

That attached to this petition at the time it was filed was an affidavit of the person who solicited the signatures, and also containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualifications, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person;

That after the proponent filed this petition we verified the required number of signatures by examining the records of registration in Napa county, current and in effect at the respective dates of such signing, to determine what number of qualified electors signed the petition, and from that examination it has been determined;

1.	Number of sections	**437**
2.	Number of unverified signatures filed (raw count)	**7113**
3.	Number of signatures verified	**500**
	a. Number of signatures found **sufficient**	**435**
	b. Number of signatures found **not sufficient**	**65**
	c. Number of duplicate signatures	**0**

In witness whereof, I have hereunto set my hand and affixed by official seal this 1st day of **June**, **2026**.

(seal)

John Tuteur
Registrar of Voters

Seal Affixed

Signature Verification Calculations
County Measures Submitted to Voters
EC Div. 9, Ch. 2, Art. 1 -- §§ 9100-9190

Petition Title: 1/2% SALES TAX WILDFIRE,WATERSHED, OPEN SPACE

Initiative Petition Calculations

Number of votes last cast for governor: EC 9107	50108
Total Signatures Submitted:	7113
Signatures needed to qualify for election: 10% threshold -- EC 9118	5011

The random sample shall include 500 signatures or 3% of those submitted, whichever is greater. EC 9115(a)

Number of signatures to verify:	500
Number of valid signatures:	435
Number of duplicate signatures:	0

SOS Signature Validation Formula

Factors	Description
A	Value of each signature
B	Penalty value for duplicate signature
C	Total value of all duplicate signatures
V	Adjusted number of valid signatures

Factor	Formula	
A	Total Signatures/signatures to verify = A	14.226
B	A x (A - 1) = B Penalty value for duplicate signatures	188.15
C	B x number of duplicate signatures = C	0.00
V	Signatures submitted x (valid signatures in sample/sample size) = V	6188
	V - C = Statistically valid total	**6188**

If the statistical sample is within 95% to 110% of the required number signatures, the elections official must verify ALL petition signatures. EC 9115(b)

Statistical total as percent of total needed: **123.50%**

Measure Qualifies for Election

Petition Summary Report

414

An Initiative Imposing A One -Half Percent (1/2%) Sales Tax For Wildfire Preparednes
An Initiative Imposing A One -Half Percent (1/2%) Sales Tax For Wildfire Preparedness, Watershed Protection, And Open

		Percent of Sigs Checked	*Percent of Sample Size*
Signatures Required	**5011**		
Raw Count	**7,113**		
Sample Size	**500**		
Sigs Checked	**500**		
Sigs Not Checked	**0**		0.0 %
Sigs Valid	**435**	87.0 %	87.0 %
Sigs Invalid	**65**	13.0 %	13.0 %
Duplicated	0	0.0 %	0.0 %
Non-duplicate Invalids	65	13.0 %	13.0 %

RESULT ABBR	RESULT DESCRIPTION		
Approved	Approved	435	87.0 %
NotReg	Not Registered	38	7.6 %
RegDiffAdd	Registered at a Different Address	24	4.8 %
NoSig	No Signature	1	0.2 %
SigNoMatch	Signatures Don't Match	2	0.4 %

STATISTICS SUMMARY	Value	% Raw	% Req
Pages Processed	437	100.0 %	
Total Signatures Checked	500	7.0 %	10.0 %
Uncorrected Valid	6,188	87.0 %	123.5 %
Duplicate Adjustment	0		
Estimated Valid	6,188	87.0 %	123.5 %

Min Required (95%): **4760.5**

Min Required to pass Based on Sample (110%): **5512.1**

RESOLUTION NO. _____

A RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, CALLING A SPECIAL ELECTION AND CONSOLIDATING IT WITH THE NOVEMBER 3, 2026 GENERAL ELECTION FOR THE PURPOSE OF ENABLING THE PEOPLE OF NAPA COUNTY TO VOTE ON THE QUESTION OF WHETHER AN INITIATIVE KNOWN AS MEASURE B SHOULD BE ADOPTED, ADDING CHAPTER 3.38 TO THE NAPA COUNTY CODE IMPOSING A ONE-HALF PERCENT (1/2%) SALES TAX FOR WILDFIRE PREPAREDNESS, WATERSHED PROTECTION, AND OPEN SPACE PRESERVATION

WHEREAS, on January 15, 2026, Joseph Nordlinger and Doug Parker (hereafter collectively "initiative proponents"), presented to the Election Division of the Napa County Assessor-Recorder-County Clerk Department (hereafter the "Election Division") a Notice of Intention to Circulate a County Initiative Petition (hereafter referred to as the "Notice of Intent") for an initiative petition entitled "The Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026" (hereafter referred to as the "Initiative"); and

WHEREAS, the Initiative was referred to Napa County Counsel, who prepared the required Ballot Title and Summary within the time required by law, all pursuant to Elections Code section 9105; and

WHEREAS, an amended Initiative and Notice of Intent were filed with the Election Division on February 5, 2026, and a Ballot Title and Summary was prepared for the amended Initiative, within the time required by Elections Code section 9105; and

WHEREAS, the Notice of Intent and Ballot Title and Summary prepared by the Napa County Counsel for the amended Initiative was published in a newspaper of general circulation in the County in the manner required by subsection (b) of Elections Code section 9105 and proof of publication was filed with the Election Division on February 24, 2026; and

WHEREAS, the Election Division has determined that the number of votes cast within the County for all candidates for Governor at the last gubernatorial election preceding the publication of the Notice of Intent was 50,108; and

WHEREAS, prior to the expiration of the circulation period, on May 28, 2026 the initiative proponents filed signatures with the Election Division not less than ten percent (10%) of the number of votes cast within the County for all candidates for Governor at the last gubernatorial election as set forth in Elections Code section 9118; and

WHEREAS, the Election Division subsequently certified that sufficient valid signatures had been gathered by the initiative proponents, which certificate was submitted to the Clerk of the Board on or about June 2, 2026; and

WHEREAS, on June 16, 2026, the Board accepted said certification and under Elections Code section 9118 is required to either order a report pursuant to Elections Code section 9111 or adopt a resolution calling an election and consolidating it with the next statewide election for purposes of enabling the people of Napa County to approve or reject the Initiative; and

WHEREAS, the Board has concluded that ordering a report pursuant to Elections Code section 9111is not necessary, and

WHEREAS, the next regularly scheduled statewide election is the November 3, 2026 general election and sufficient time remains to enable the Board to place the Initiative on said ballot; and

WHEREAS, the Board has concluded that adopting a resolution calling an election and placing the Initiative on the ballot for the November 3, 2026, general election is appropriate.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Napa County, State of California, pursuant to the provisions of Elections Code section 12001, hereby orders and proclaims that the question of whether the Measure should be adopted, shall be submitted to the voters of Napa County as Measure "B" to be held and conducted on the 3rd day of November, 2026, and that the polls shall be open from the hours of 7:00 a.m. to 8:00 p.m. on said election day. The manner of holding the election and the procedure for voting for and against the question presented shall be as set forth in the Elections Code for a local special election, which is consolidated with the statewide general election.

BE IT FURTHER RESOLVED that said special election shall be, and it is, hereby consolidated with the statewide general election to be held on said day, and all precincts established and all election officers appointed for said primary election shall be the precincts and election officers for said special election, and said election officers shall conduct said election and make return thereof according to law.

BE IT FURTHER RESOLVED that Elections Code section 9160, et seq., shall apply to this special election.

BE IT FURTHER RESOLVED that, in accordance with section 13119 of the Elections Code, Measure "B" be submitted on the ballot at said primary election, and that the Registrar of Voters be, and hereby is, instructed to place the same on the ballot at said election in the following form:

Shall Napa County Ordinance No. 2026-01 be adopted? To reduce the risk of catastrophic wildfires; remove dry brush, dead trees, and fire hazards; establish firebreaks and fire-safe evacuation routes for residents and first responders; preserve natural open spaces, and protect water quality/supplies and land around lakes, rivers, and streams; shall Napa County's one-half cent sales tax measure be adopted, providing $23,000,000 annually for 18 years, with oversight, annual audits and local control?	YES ☐ NO ☐

BE IT FURTHER RESOLVED that notice be, and it hereby is, given that the final date for submission to the Registrar of Voters of arguments not to exceed 300 words in length for or against Measure B shall be Friday August 14, 2026, and that such arguments shall be submitted to the Registrar at the Office of the Registrar, 1125 3rd St First Floor, California, 94559, no later than 4:30 p.m. on said day.

BE IT FURTHER RESOLVED that the final date for submission to the Registrar of Voters of rebuttal arguments for or against Measure B to the extent rebuttal arguments are permitted by section 9167 of the Elections Code, shall be Friday August 21, 2026 and that such arguments shall be submitted to the Registrar at the Office of the Registrar, 1125 3rd St First Floor, Napa, California, 94559, no later than 5:00 p.m. on said day.

BE IT FURTHER RESOLVED that the impartial analysis by the County Counsel in the form required by Elections Code section 9160 (b) for each measure shall be prepared and filed with the Registrar of Voters on or before 5:00 p.m., Friday August 7, 2026.

BE IT FURTHER RESOLVED that the entire text of Measure B shall not be printed on the ballot but shall be printed in the voter information guide.

BE IT FURTHER RESOLVED that a fiscal impact statement by the County Auditor which is authorized by Elections Code section 9160 (c) is not required.

BE IT FURTHER RESOLVED that the official conducting the election may publish a notice of the election in a newspaper of general circulation within the County of Napa not later than fifty (50) days prior to the election.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the Board of Supervisors of the County of Napa, State of California, held on the 16th day of June 2026, by the following vote:

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

_____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Silva Darbinian* Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 9, 2026	_____ Deputy Clerk of the Board	

Attachment 3: Full legal text of The Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026

FILED
Napa County
Assessor-Recorder-County Clerk
Election Division
FEB – 5 2026
By: _____ Deputy

FILED
Napa County
Assessor-Recorder-County Clerk
Election Division
FEB -5 2024
BY: Deputy

The People of the County of Napa ordain as follows:

SECTION 1. Title.

This measure shall be known and may be cited as "The Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026."

SECTION 2. Findings.

As recent wildfire events and periods of drought have demonstrated, Napa County faces increasingly severe wildfire seasons and drought conditions that threaten our homes, agriculture and communities. Meanwhile, the organizations that work to mitigate these risks and protect our open spaces and drinking water sources need stable, long-term funding. Without reliable resources, wildfire prevention and response efforts risk falling short just when the need is greatest. Our trails, parks and natural lands require ongoing care to remain safe, accessible and defensible to wildfire, while creeks, lakes and reservoirs must be protected from pollution, overuse and wildfire damage. Napa County needs to invest in safeguarding our natural resources and communities through intelligent resilience strategies and projects which will protect our citizens, businesses, and our open space and ecological values. Without stronger wildfire protections and reducing the risk in our area, insurance companies will cancel more policies or charge significantly more for fire insurance. As projects are completed, durable funding allows us to protect our progress and ensure that our completed work is maintained.

A group of local Napa residents is proposing a one-half cent sales tax that would generate approximately $23 million annually for 18 years, with essentials like groceries and prescriptions exempt. All funds would be locally controlled and dedicated to investing in resilience, to reducing the growing wildfire risk, preserving Napa County's open spaces, and safeguarding our water sources. These funds will work as matching dollars and substantially increase the success of future grants from State and Federal sources. Every dollar would remain in Napa County and could not be taken by the State or Federal Government.

The wildfire prevention and open space measure would provide a dedicated source of locally controlled funding to support three critical goals, all aimed at making Napa County a safer, more resilient community for residents, businesses and visitors:

- Wildfire Preparedness — Reducing wildfire risk by removing hazardous fuels like brush, dead trees and other fire hazards, establishing and maintaining firebreaks and fire-safe evacuation routes and more.
- Watershed Protection — Protecting drinking water by preserving land around lakes, rivers and streams, safeguarding reservoirs and watersheds from wildfire damage and contamination and more.
- Open Space Preservation — Maintaining open space for hiking, biking and recreation, managing lands to preserve native species and reduce wildfire danger and more.

The measure is also built upon transparency, fiscal accountability and local control, with key provisions ensuring that all funds are spent as promised:

- All funds would remain under local control and could not be taken by the State or Federal Government.

- Citizen oversight, annual independent audits and public reporting would be required.
- Funds could be spent only on Wildfire Preparedness, Watershed Protection and Open Space preservation, as outlined in the detailed Expenditure Plan written into the measure.

With the passage of this Measure, the People of Napa County hereby find and declare that the County's public purposes are served by expending money, including through the provision of grants, on wildfire prevention, watershed protection and open space preservation. The Measure is drafted in a manner which accomplishes these public purposes and protects public funds. The People of Napa County find that the expenditure plan contemplated by this Measure includes projects which are necessary to address the problems outlined in this Section, and believe the proper application of Government Code section 26227 provides Napa County with the direct public benefit necessary to address the significant issues the County faces.

SECTION 3. The Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026.

Chapter 3.38 is added to Title 3 of the Napa County Code as follows:

Chapter 3.38 – The Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026.

Section 3.38.010. TITLE.

This Ordinance shall be known, and may be cited, as the "The Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026," and may hereinafter be referred to as the "Ordinance." The County of Napa hereinafter shall be called the "County." This Ordinance shall be applicable in the incorporated and unincorporated territory of the County.

Section 3.38.020. IMPLEMENTATION OF THE NAPA COUNTY WILDFIRE PREPAREDNESS, WATERSHED PROTECTION AND OPEN SPACE PRESERVATION ACT OF 2026; COMPLIANCE WITH STATE LAW.

A. Effective Date; Operative Date. This chapter shall be effective ten (10) days after certification by the Board of Supervisors of the returns of the election indicating approval by a majority of the voters voting in the election of the measure enacting this chapter. The transactions (sales) and use tax imposed hereunder shall be operative the first day of the first calendar quarter commencing more than one hundred ten (110) days after the adoption of this chapter ("Operative Date"). The Operative Date for the retail transactions (sales) and use tax imposed hereunder shall be on April 1, 2027.

B. Termination Date. The authority to levy the tax imposed by this chapter shall expire on March 31, 2045.

C. Purpose.

1. This Ordinance is adopted to achieve, and directs that the provisions hereof be interpreted in order to accomplish, the following purposes:

   a. To adopt a retail transactions and use tax ordinance within the County in the amount of one-half of a cent per dollar as provided herein for the specific purpose of generating funds to be deposited into the Napa County Wildfire Preparedness, Watershed

Protection and Open Space Preservation Transactions and Use Tax Account that may only be used for the purposes specified herein, including, among other specified purposes, wildfire preparedness; watershed protection and open space preservation.

b. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with section 7251) of Division 2 of the Revenue and Taxation Code and section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax Ordinance provided that a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
c. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
d. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
e. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.
f. To establish a local funding source for wildfire preparedness, watershed protection, and open space preservation throughout the incorporated and unincorporated territory of the County, in accordance with section 3.38.040.
g. To increase the appropriations limit for the County to ensure that the proceeds of the proposed special tax may be expended for their intended purposes.

D. Contract With State. Prior to the Operative Date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax Ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

E. Transactions (Sales) Tax. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one half of one percent (1/2%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Ordinance.

F. Use Tax. An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the Operative Date of this Ordinance for storage, use or other consumption in said territory at the rate of one half of one percent (1/2%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

G. Deposit Into Special Account. The County Auditor-Controller shall establish the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account and all retail transactions and use proceeds generated by this Ordinance shall be deposited by the County Auditor-Controller into the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account. Such proceeds shall be used only for the specific purposes and allocations identified in section 3.38.040.

H. Place Of Sale. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

I. Adoption Of Provisions Of State Law. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

J. Limitations On Adoption Of State Law And Collection Of Use Taxes. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

1. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

   a. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
   b. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
   c. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
      i. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
      ii. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
   d. In sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

2. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in section 6203 and in the definition of that phrase in section 6203.

a. "A retailer engaged in business in the County" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this State or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to section 267(b) of Title 26 of the United States Code and the regulations thereunder.

K. Permit Not Required. If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

L. Exemptions And Exclusions.

1. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

2. There are exempted from the computation of the amount of transactions tax the gross receipts from:

a. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
b. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:
    i. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
    ii. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
c. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

d. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.
e. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

3. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this County of tangible personal property:

a. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
b. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
c. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.
d. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.
e. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
f. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.
g. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

4. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

M. Amendments. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

N. Enjoining Collection Forbidden. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

O. Compliance with California Environmental Quality Act (CEQA). Pursuant to the State CEQA Guidelines section 15378(b)(4), adoption of this transaction and use tax Ordinance and Expenditure Plan is not a project subject to the requirements of CEQA. Prior to commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

Section 3.38.030. APPROPRIATIONS LIMIT.

The appropriations limit for the County shall be increased for the maximum period permitted by law (four years) to allow for the use of all proceeds raised by the special tax imposed by this Ordinance.

Section 3.38.040. EXPENDITURE PLAN.

A. Statement of Intent. The fundamental principle guiding this Expenditure Plan is to provide a dedicated source of locally controlled funding in order to better prepare Napa County for wildfires, protect Napa County's watersheds and water quality, and preserve and maintain Napa County's natural open spaces for public use and disaster preparedness.

B. Purpose and Authority. The Expenditure Plan for the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026 (the "Ordinance") provides for investment into programs which include: wildfire preparedness; watershed protection and open space preservation and maintenance; and related countywide administrative expenditures which are reasonable, necessary and directly related to the planning and ongoing implementation of the Ordinance. The tax proceeds must be spent for the purposes authorized in this Expenditure Plan and may not be used for other purposes. This Ordinance establishes the authority and procedures for the County to make competitive Grants to entities which can provide important public services that accomplish the specific purposes of the Ordinance. Expenditures made pursuant to the Ordinance shall serve a direct and primary public purpose, consistent with Article XVI, Section 6 of the California Constitution. Any private benefit to a Qualified 501c3 Nonprofit Organization shall be

incidental to the accomplishment of a public purpose. The Ordinance is adopted pursuant to the County's powers under Government Code section 26227, as may be amended, to regulate the conduct of its fiscal affairs.

C. Definitions.

1. "Grant" means a discretionary award of public funds made by the Napa County Board of Supervisors or the Napa County Regional Park and Open Space District to Grantee for the purposes of providing public services or benefits, and not primarily for the acquisition of goods or services for the County.

2. "Grant Agreement" means a written contract executed by the County and a Grantee that prescribes the terms and conditions of a Grant.

3. "Grantee" means any entity which receives a Grant from Napa County or the Napa County Regional Park and Open Space District.

4. "Public purpose" means a direct benefit conferred upon the residents of Napa County that is reasonably related to the County's governmental responsibilities and does not consist primarily of private benefit.

5. "Qualified 501c3 Nonprofit Organization" means:

a. A corporate entity which has received a tax exemption from the Internal Revenue Service under Internal Revenue Code section 501(c)(3); and

b. Has retained such tax exemption continuously for at least ten years; and

c. Is not a religious organization as defined in Internal Revenue Code section 501(c)(3), or, if affiliated with a religious organization, certifies that Grant funds will be used exclusively for secular purposes authorized by the Ordinance and will not be used to promote or advance religious activities; and

d. If required, is registered and in good standing with the California Attorney General's Registry of Charitable Trusts; and

e. Is authorized to conduct operations within the State of California and within Napa County; and

f. Is headquartered in Napa County.

D. Permissible Use of Funds. The revenues generated by the retail transactions and use tax imposed by this Ordinance shall be allocated by Napa County and the Napa County Regional Park and Open Space District on an annual basis with additional independent oversight provided by the Oversight Committee described in section 3.38.050 to ensure expenditures are consistent with this section. The County and Napa County Regional Park and Open Space District may use funds permissibly by providing Grants to Qualified 501c3 Nonprofit Organizations, as set forth in this section. The Napa County Regional Park and Open Space District may use funds permissibly by providing grants to Qualified 501c3 Nonprofit Organizations and public agencies, including municipalities, existing entirely within the borders of Napa County, which can accomplish the specific purposes set forth in this section, so long as Grantees satisfy the criteria set forth in this section.

E. Permissible Projects. Funds shall be allocated to programs and projects that do the following:

1. Wildfire Preparedness. Creating, implementing, and maintaining projects and programs to assist the community with wildfire preparedness, protection and risk mitigation; educating, encouraging and enabling residents to take direct action to make their properties, families and the community safer from wildfires through information, demonstration, and cost share programs to help residents make the entire County safer from wildfire. Such projects include, but are not limited to:

a. Hazardous Fuel Reduction, Improved Forest Health and Forest Resilience, including:

i. Roadside clearing of hazardous fuels along County Roads and critical access roads identified by Napa County Fire Department (NCFD) for safer evacuation and emergency access for first responders.

ii. Critical Fuel reduction and forest health work along strategic topographical locations, identified by NCFD to improve wildfire containment and response.

iii. Forest Health and Resilience for Strategic Lands: Project Development, execution, maintenance and monitoring.

iv. Implementation and maintenance of Perimeter Fuel breaks around vulnerable suburban communities and HOA's in the Wildland Urban Interface. These communities include but are not limited to Circle Oaks, Berryessa Estates, Angwin, Tucker Acres, and Silverado HOAs, and communities in Calistoga, St Helena, Yountville, Napa City and American Canyon identified by NCFD.

v. Chipping Programs and community fuel reduction projects.

vi. Removal of invasive species in fire prone areas.

vii. Purchase of required capital equipment and assets to effectively complete Hazardous Fuel Reduction and Forest Health prescriptions, including, but not limited to: masticators, excavators, or utility vehicles.

viii. Develop wildfire resilience plans for protected lands with input from CAL FIRE, Napa County Fire and other appropriate wildfire and forest health experts to guide and inform forest and wildfire management priorities.

ix. Environmental Compliance and permitting.

b. Implementation of projects identified by the County and in the Napa County Community Wildfire Protection Plan (CWPP) and local Fire Safe Council CWPPs.

c. Cost Share programs to support Defensible Space and Home Hardening for vulnerable homes in high, very high and adjacent fire hazard severity zones:

i. Conduct evaluations of Defensible Space and Structure hardening/vulnerability and provide recommendations for remediation steps that can be taken by homeowners to improve the safety of their homes from ignition.

ii. Provide resource assistance for qualifying landowners to implement defensible space and home hardening recommendations.

d. Protection of critical infrastructure from catastrophic wildfire, including Fuel clearing around critical infrastructure such as Watersheds, reservoirs, and other critical water storage and conveyance infrastructures, Critical communications infrastructure, Critical Healthcare, long-term care and emergency responder infrastructure.

e. Establishment, re-establishment, and maintenance of critical dozer fire containment lines and access roads to ensure pre-fire containment infrastructure is established and maintained, including:

i. Analysis of existing legacy fire roads for re-establishment.

ii. Analysis of potential fire behavior and site selection for new roads to be implemented following best practices for slope stability and erosion control.

f. Wildfire Mitigation.

i. Support of existing and creation of new Fire Safe Councils, offering direct interaction and communications with residents to achieve results that increase the resilience of the county.

ii. Development of new and updating of existing Community Wildfire Protection Plans (CWPP) to prioritize wildfire mitigation work.

iii. Implementation of community National Fire Protection Association (NFPA) Firewise plans and renewal of Firewise designations to help residents get any discounts offered by their insurance carriers.

g. Mapping of strategic resilience work and integration and implementation of that work into the fire response platforms and map systems utilized by fire fighters.

h. Mapping of Strategic Resilience access, attributes, assets, for fire response and integration into incident management systems and platforms.

i. Emergency 911 address signage, and mapping to make homes more discoverable by first responders during a fire or in other emergencies.

j. Grant Writing to leverage County dollars to secure additional funds from State, Federal and other agencies in pursuit of State, Federal and Private Sector grant and philanthropic funds to advance the elements and projects identified in the Napa County and Fire Safe Council CWPPS. Money from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account may be used to "match" such grants, as necessary.

k. Prescribed (Rx) Fire projects and promotion and support of Rx burns, including:

i. Provide Rx Fire project development assistance to landowners to conduct Rx burns.

ii. Assist landowners with land preparations for Rx burning including broadcast burning and pile burning.

iii. Assist landowners with responsible burning and monitoring.

l. Wildfire Preparedness Outreach and Education: Maintain awareness through workshops, community meetings, and informational communication efforts to

engage and educate the public in measurable steps that can be taken to improve wildfire safety and elevate vigilance about wildfire.

m. Development of and adherence to applicable environmental compliance requirements for work with public funds including but not limited to CEQA, NEPA and other elements including Notice of Exemption, Negative Declaration or Programmatic Environmental Impact Reports like the CAL VTP PSA.

n. Investments in water storage and water conveyance in strategic locations to ensure adequate supplies of water are available for fire response.

o. Eligible costs associated with wildfire preparedness include, but are not limited to, staff costs to operate the program; contracted and volunteer services; equipment and materials; and permitting and recording fees.

2. Watershed Management and Open Space Protection. Preservation and appropriate management of the most valuable of Napa County's open space lands, including watersheds, rivers, lakes and wildlife habitat, is the primary goal of this portion of the expenditure plan. Such projects include:

a. Management, Restoration, Maintenance and Public Access Priorities on protected lands include the following:

i. Restore native riparian habitat along streams, ensuring natural filtration of water to protect water quality;

ii. Decrease the risk to both people and natural systems from catastrophic wildfire on protected lands through such practices as improved forest management practices and invasive weed control to reduce fuel loads, eliminate fuel ladders and maintain forest diversity (avoiding even-aged, overly dense and single-species forests); develop wildfire resilience plans for protected lands with input from CAL FIRE, Napa County Fire, and other appropriate wildfire and forest health experts to guide and inform forest and wildfire management priorities; ensure appropriate post-fire management;

iii. Remove invasive species and restore Napa's native species;

iv. Reduce erosion into streams, lakes and other wetlands through projects such as reshaping and installing erosion control features on ranch roads and trails on protected watershed lands and taking steps to reduce erosion on protected watershed lands after wildfires; maintain roads on protected lands in order to facilitate management of protected lands as well as access for first responders and fire suppression efforts; maintain other infrastructure and resources, including water systems, access roads, facilities and Native American and historic resources located on public lands or publicly-accessible lands;

v. Construct, maintain, and enhance walking, hiking, biking and equestrian trails; provide non-urban nature-based recreation opportunities for all recreational interests, ages and abilities; improve and maintain protected lands to ensure they are clean, safe and welcoming public open spaces for healthy living--for play, for exercise and to relieve stress; complete the public facilities and recreational trail network proposed in the Napa County Regional Park and Open Space District Master Plan, as amended; provide or

fund, through a competitive grant process to agency or non-profit partners, interpretive programs and youth outdoor education to provide Napa County students the opportunity for outdoor educational field experiences and to study the environment, how it functions, and how to take care of it;

vi. Eligible costs associated with restoration, maintenance and public access include, but are not limited to, staff costs to operate the program; contracted and volunteer services; equipment and materials; permitting and recording fees; and grant writing to leverage County dollars by securing additional funds from State, federal and philanthropic sources. Money from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account may be used to "match" such grants, as necessary.

b. Watershed and Open Space Preservation. Preservation of watershed and open space lands may be through acquisition of fee title ownership, or easement, or any other conveyance of partial ownership interest in real property and associated rights including but not limited to water and mineral rights. Priorities include the following:

i. Protect local drinking water sources; preserve important watershed open space lands; protect water quality in rivers, creeks and lakes; The following are examples of Watershed Preservation projects: protect open space lands within the watersheds of reservoirs and lakes that provide municipal water supplies and drinking water, such as the Lake Hennessey and Milliken Reservoir watersheds that provide water for residents of the City of Napa, Kimball Reservoir serving City of Calistoga residents, Bell Canyon Reservoir serving City of St. Helena residents, the Friesen Lakes serving Angwin residents, and Rector Reservoir serving Yountville and Veterans Home residents; protect open space lands important for protecting and improving water quality in Putah Creek, Capell Creek, Pope Creek, Lake Curry, and Lake Berryessa; protect riparian habitat along both perennial and ephemeral streams and rivers; protect priority habitat at important vernal pools and seeps; protect sites providing habitat for Napa's special status and rare native species; protect scenic hillsides surrounding Napa Valley.

ii. Protect natural areas including oak woodlands and other forested lands; preserve native biodiversity by protecting critical habitats and wildlife corridors; complete regional parks and close gaps between protected local, state and federal lands to ensure contiguous corridors

iii. Support the continuation of agriculture by protecting key agricultural lands;

iv. Acquire rights-of-ways and land needed to implement the public access goals of the Napa County Regional Park and Open Space District Master Plan, as amended; provide open space parks close to where people live, where possible within 10 minutes of Napa County's cities and town, and trails that connect communities to nature;

v. Take advantage of one-time opportunities to preserve important open space lands or address immediate threats to water quality, water supply, and natural habitats;

vi. All acquisitions funded with revenues generated by this ordinance shall only be completed in partnership with willing sellers and the transaction prices will be based upon fair market appraisals. Therefore, the priorities and projects identified are subject to the availability of willing sellers at reasonable prices. Revenues generated by the ordinance may only be used for real property acquisition projects located wholly or at least partially within Napa County;

vii. Eligible costs associated with land acquisition include, but are not limited to, purchase price; transaction costs such as appraisals, surveys, title expenses, legal fees associated with purchase; access rights or other legal matters that are required to fulfill land acquisition requirements; permitting and recording fees; staff costs to operate the program; contracted and volunteer services; and grant writing to leverage County dollars by securing additional funds from State, federal and philanthropic sources. Money from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account may be used to "match" such grants, as necessary.

F. Distribution of Funds.

1. Fifty percent (50%) of the funds in the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account shall be allocated to the Napa County Regional Park and Open Space District to accomplish the specific purposes set forth in this section, and must be made in compliance with the Ordinance and in congruence with its District Master Plan, as amended. Distributions by the Napa County Regional Park and Open Space District may be made to Qualified 501c3 Nonprofit Organizations, or public agencies within the geographic boundaries of Napa County.

2. Fifty percent (50%) of the funds in the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account shall be distributed by the Napa County Board of Supervisors to accomplish the specific purposes set forth in this section, and in congruence with the Community Wildfire Protection Plan. Distributions by the County may be made to Qualified 501c3 Nonprofit Organizations.

3. By the end of each fiscal year, the entirety of funds held within the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account shall be allocated by Napa County to achieve the purposes set forth in this section. Nothing in this section shall require the County or any Grantee to expend all moneys allocated from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account within a specific time period.

G. Grant Limits and Qualifications.

1. Grant funds shall not be used for:

a. Support of or opposition to any political party, candidate, ballot measure, or campaign activity;

b. Lobbying activities beyond those permitted for federal tax-exempt entities;

c. Purposes not authorized by the Grant Agreement.

2. No Public elected official, Public employee, or appointed official shall participate in the making, awarding, or administration of a Grant where prohibited by Government Code section 1090 or the Political Reform Act (Government Code section 87100 et seq.).

3. All Grants shall be approved in an open and public meeting pursuant to the Ralph M. Brown Act (Government Code section 54950 et seq.) based on staff reports analyzing Grant applications provided by Qualified 501c3 Nonprofit Organizations.

a. Staff reports recommending a Grant award shall include:

i. Statement of public purpose;

ii. Proposed scope of services;

iii. Proposed performance measures;

iv. Proposed Grant amount;

v. Identification of any known conflicts of interest; and

vi. Confirmation of compliance with eligibility requirements.

b. All Grant awards shall be publicly posted on the County's or the Napa County Regional Park and Open Space District's website within thirty (30) days of approval and retained online for not less than five (5) years.

4. No Grant funds shall be disbursed without an executed Grant Agreement. Each Grant Agreement shall include:

a. Description of public purpose;

b. Scope of work, budget, and eligible use of funds;

c. Prohibitions described in this section;

d. Reporting requirements and performance metrics;

e. Right of County inspection and audit;

f. Insurance and indemnification requirements, where appropriate;

g. Clawback and termination provisions; and

h. Record retention requirements.

H. Provision and Receipt of Grants.

1. Except as provided in subdivision 4, the Napa County Regional Park and Open Space District may use money allocated from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account to issue competitive Grants in compliance with the Ordinance to Qualified 501c3 Nonprofit Organizations or public agencies within the geographic boundaries of Napa County, including, but not limited to, municipalities, the Napa County Resource Conservation District and the Napa County Flood Control and Water Conservation District. Such Grants shall be issued based on an application process developed by the Napa County Regional Park and Open Space District, and shall be issued specifically to accomplish one or more

of the specific purposes set forth in this section, and in congruence with the District Master Plan, as amended. The Open Space District may seek to use funds permissibly by providing Grants to such Grantees which can accomplish the specific purposes set forth in this section

2. Except as provided in subdivisions 3 and 4, the Napa County Board of Supervisors shall use money allocated from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account to issue competitive Grants to Qualified 501c3 Nonprofit Organizations. Such Grants shall be issued based on an application process developed by the County in compliance with the Ordinance and shall be issued specifically to accomplish one or more of the specific purposes set forth in this section, and in compliance with this Ordinance and the Napa County Community Wildfire Protection Plan.

3. Notwithstanding subdivision 2, the Napa County Board of Supervisors shall be permitted to use money allocated from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account to accomplish one or more of the specific purposes set forth in this section only if no Qualified 501c3 Nonprofit Organization submits compliant Grant Application to receive a Grant under this Ordinance.

4. Notwithstanding subdivisions 1 and 2, both the Napa County Regional Park and Open Space District and the Napa County Board of Supervisors may use money allocated from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transaction and Use Tax Account for the costs associated with seeking grants from the state and federal government, so long as money received from such grants is used to accomplish the specific purposes of the Ordinance, as well as planning associated with such grants. Money from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account may be used to "match" such grants, as necessary, and grant applications may be completed with the assistance of Grantees, other nonprofit entities or other municipal public agencies.

5. Grantees which receive funds allocated from the Ordinance shall be permitted to enter into agreements with any other local agency or entity which is delivering products and/or services which comply with this Ordinance and accomplish the purposes of this Ordinance.

I. Implementation

a. Implementation Costs. In addition to the purposes set forth in this section, Napa County is permitted to allocate funds raised by the Ordinance to pay for expenses incurred after the effective date of the Ordinance which relate to the planning and ongoing implementation of the tax, including payments necessary to review and approve Grants, as set forth in section 3.38.040(H), for the operation of the Oversight Committee, as set forth in section 3.38.050, and for other purposes necessary for the planning and ongoing implementation of the Ordinance. These expenses shall be accounted for, and any amount in excess of the amount allocated to the County shall be removed from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account prior to distribution of funds to Grantees.

b. Procedural Implementation. In addition to the provisions set forth in this Ordinance, as well as any other state or local laws setting forth procedural requirements associated with the implementation of this Ordinance, the County and the Napa County Regional Park and Open Space District, including the County Auditor-Controller, shall have the authority to set forth rules and

procedures for grantmaking, distribution and reporting of funds raised and distributed from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account, so long as such rules further the purposes of the Ordinance.

Section 3.38.050. INDEPENDENT OVERSIGHT COMMITTEE.

A. Composition. The Board of Supervisors shall establish an Oversight Committee consisting of nine appointed members to provide transparency and ensure fiscal accountability. The Committee shall review the receipt and expenditures of revenue from the Ordinance, including an annual report of each grantee's use of the tax. Any written report shall be a public record.

1. All Committee members shall be County residents.

2. The Napa County Board of Supervisors shall appoint all Committee members to sit on the Oversight Committee. Appointments shall be made based on the following qualifications:

a. Three (3) members of the general resident population of Napa County selected from a combined list of individuals nominated by the cities of American Canyon, Napa, Yountville, St. Helena and Calistoga and by the County government to achieve a geographic balance.

b. Three (3) members shall be selected from a combined list of individuals nominated by CAL FIRE, Napa County Fire Department and the local city Fire Departments within Napa County.

c. Three (3) members shall be selected from a combined list of individuals nominated by the Napa County Regional Park and Open Space District.

3. In order to assist the Oversight Committee in understanding the use of tax funds, County Operations and the use of funds for specific purposes of the Ordinance, the following shall serve as non-voting ex officio members of the Oversight Committee:

a. The General Manager of the Napa County Regional Park and Open Space District, or designee.

b. The County Fire Administrator, or designee.

c. The County Auditor-Controller, or designee.

4. A designee of each Grantee which received a Grant in the preceding year shall appear at each Oversight Committee meeting to provide testimony and input related to the use of Grant funds, unless the Oversight Committee requests any such designee appear at only specific meetings. Grantee designees shall not participate in Oversight Committee votes or other official considerations, apart from providing testimony and input requested by the Oversight Committee.

5. The Board of Supervisors shall approve bylaws related to the conduct of Oversight Committee meetings and business.

6. Committee Members will serve a three-year staggered term and are eligible to be reappointed by their appointing body.

7. No salary or stipend shall be paid to Oversight Committee members.

8. The Oversight Committee shall dissolve after all revenue collected from the proceeds generated by the Ordinance is expended and a final report is submitted and circulated to the Napa County community.

B. Annual Reports. The funds collected from the Ordinance shall be received and distributed by the County Auditor-Controller. Each Grantee which receives any amount from the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account shall prepare and distribute to the Committee, no later than the last day of the sixth month following the end of the fiscal year, an annual report which includes the amount received from Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Transactions and Use Tax Account and how it was used to accomplish the purposes of the Ordinance. The Committee shall review all such reports on at least an annual basis, and provide its findings to the County CEO for distribution to the Board of Supervisors, as well as the County Auditor-Controller, for inclusion in existing annual audits produced by the Auditor-Controller's office.

C. Committee Authority. To preserve the integrity and independence of the oversight process, the Committee's responsibilities shall not include decision making on spending priorities, financing plans or tax rate projections or assumptions, and the Committee shall have no authority to direct, nor shall it direct, County staff or officials or Napa County Regional Park and Open Space District staff or officials.

D. Ethics. Oversight Committee business shall be conducted in open and public meetings pursuant to the Ralph M. Brown Act (Government Code section 54950 et seq.). All Oversight Committee members with voting power shall participate in conflict of interest and ethics training pursuant to AB 1234.

Section 3.38.060. OVERSIGHT AND ADMINISTRATION.

A. Oversight of this Ordinance will be the responsibility of the Oversight Committee which reports to the Napa County Board of Supervisors and the Board of Directors of the Napa County Regional Park and Open Space District. The County and the Napa County Regional Park and Open Space District are charged with a fiduciary duty in administering the tax proceeds in accordance with applicable laws and the Ordinance. Receipt of tax proceeds by Grantees other than the County and the Napa County Regional Park and Open Space District may be subject to appropriate terms and conditions, including, but not limited to: the right to require recipients to execute Grant Agreements; the right to audit recipient's use of the tax proceeds; compliance with environmental reporting, review, and approval procedures as provided for under the National Environmental Policy Act, and/or California Environmental Quality Act or other applicable laws will be adhered to as a prerequisite to the planning and ongoing implementation of any project Actual tax proceeds may be higher or lower than estimated over the duration of the Ordinance. Pursuant to section 3.38.040(G)(4), Grant Agreements shall be required before any tax proceeds are allocated as Grants to Grantees.

B. California Department of Tax and Fee Administration Costs Payment for the costs of contracting with the California Department of Tax and Fee Administration for administration of the tax shall be the responsibility of the County. If the election is successful, the County shall be reimbursed for any fee charged by the California Department of Tax and Fee Administration from the proceeds of the tax, and any amounts in excess of the allocation to the County shall be deducted from the

annual proceeds from the tax before quarterly distribution to the agencies and entities enumerated in section 3.38.040.

C. The reasonable annual administrative costs necessary for the planning and ongoing implementation of the Ordinance which are borne by the County's Auditor-Controller and other County staff, the Oversight Committee administrative costs, and the California Department of Tax and Fee Administration, to the extent such costs are in excess of the allocation provided to the County, will be deducted from the annual proceeds from the tax before annual distribution to Grantees, or any other entities enumerated in section 3.38.040.

D. The Board of Supervisors may amend, by a four-fifths (4/5) majority vote, technical, procedural and administrative provisions of the Ordinance, including deadlines, error correction or conforming amendments required by changes to state law, provided that such amendments are consistent with and further the purposes of the Ordinance, and allow for the continued collection and expenditure of funds in the manner set forth in the Ordinance. Amendments to the tax rate, termination date, allocation percentages, or fundamental purposes shall require approval by a majority of voters.

Section 3.38.070. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The County declares that it would have adopted each part of this Ordinance irrespective of the validity of any other part.

SECTION 4. Effective Date and Operative Date.

This chapter shall be effective ten (10) days after certification by the Board of Supervisors of the returns of the election indicating approval by a majority of the voters voting in the election of the measure enacting this chapter. The operative date for the transactions (sales) and use tax imposed hereunder shall be on April 1, 2027.

SECTION 5. Termination.

The authority to levy the tax imposed by this measure shall expire on March 31, 2045.

SECTION 6. Severability.

If any provision of this measure, or part thereof, or the applicability of any provision or part to any person or circumstances, is for any reason held to be invalid or unconstitutional, the remaining provisions and parts shall not be affected, but shall remain in full force and effect, and to this end the provisions and parts of this measure are severable. The People of Napa County hereby declare that this measure, and each portion and part, would have been adopted irrespective of whether any one or more provisions or parts are found to be invalid or unconstitutional. The People of Napa County further declare their desire that this measure provide funding as described for wildfire preparedness; watershed protection and open space; and that each of these vital County services are independently important of one another.

SECTION 7. Conflicting Measures.

This measure is intended to be comprehensive. It is the intent of the People of Napa County that, in the event this measure appears on the same ballot as one or more measures relating to the imposition of sales and use tax, the implementation of which sales and use tax would, in combination with this Measure, exceed the permissible sales and use tax cap placed on any jurisdiction within Napa County by the state, the provisions of the other measure or measures shall be deemed in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure or measures may be implemented only to the extent that those provisions are not in conflict with each provisions this measure. The provisions of a conflicting measure or measures shall be deemed in conflict with this measure if such conflicting measure or measures would, after accounting for this measure's sales and use tax imposition, impose a sales and/or use tax in excess of the limits placed on the imposition of such taxes in Napa County by the State of California. If this measure is approved by a majority of the voters, but does not receive a greater number of affirmative votes than any other measure or measures appearing on the same ballot regarding the imposition of sales and use tax set forth herein, then this measure shall take effect to the extent not in conflict with said other measure or measures.

SECTION 8. Amendment.

The Board of Supervisors may amend, by a four-fifths (4/5) majority vote, technical, procedural and administrative provisions of the Ordinance, including deadlines, error correction or conforming amendments required by changes to state law, provided that such amendments are consistent with and further the purposes of the Ordinance, and allow for the continued collection and expenditure of funds in the manner set forth in the Ordinance. Amendments to the tax rate, termination date, allocation percentages, or fundamental purposes shall require approval by a majority of voters.

SECTION 9. Liberal Construction.

This measure is an exercise of the initiative power reserved to the People of Napa County for funding wildfire preparedness; watershed protection and open space; and shall be liberally construed to effectuate that purpose.

SECTION 10. Municipal Affair.

The People of Napa County hereby declare that, separately and together, the following purposes constitute municipal affairs: wildfire preparedness; watershed protection and open space. The People of Napa County hereby further declare their desire for this measure to coexist with any similar tax measures adopted at the city, county or state levels.

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Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1245

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Jennifer M. Palmer, Assistant Chief Executive Officer

SUBJECT: 1127 First Street

RECOMMENDATION

Adopt a Resolution declaring County property located in downtown Napa at 1127 First Street as surplus land in accordance with the California Surplus Lands Act, Government Code Section 54220 et. seq.; and approve and authorize a Budget Amendment to reallocate previously approved appropriation for the "1127 First Tenant Improvement Project" and "1127 First HVAC Replacement" in the total amount of $1,998,946 to the "1st & 2nd Floor Improvement at HOJ Project". (Fiscal Impact:$1,998,946 Expense; Capital Improvement Fund; Budget Reallocation; Discretionary)

BACKGROUND

Last year, following the Board's consideration and move away from a proposed $200 million-plus, five-to-six-year facility reconstruction plan that involved the complete, top-to-bottom renovation of the County Administrative Building and South Campus Building 4, located at 2751 Napa Valley Corporate Drive, vacating both the Hall of Justice and 1127 First Street, the Board directed staff to pursue a more minimalist and less expensive plan to address acute building maintenance and office space needs. The Board's decision was largely informed by the considerable cost of new building construction and an uncertain economic climate; factors that remain increasingly relevant today.

Subsequent to that decision, staff has been focused on: 1) The development of a new Behavioral Health Treatment Center at the former Re-Entry Facility; 2) Co-locating Child Support Services and the Probation Department in shared leased office space at 555 Gateway Drive; 3) Relocating the Public Defender's Office, and Assessor, Recorder/County Clerk, and Elections from 1127 First Street to the first and second floors of the Hall of Justice; and 4) Moving the District Attorney's Office from 1127 First Street into leased office space at 1250 Main Street in downtown Napa. Given these pursuits, including the relocation of business functions that have historically occupied 1127 First Street, the need for continued investment in 1127 First Street no longer outweighs even its near-term benefit to County operations. Therefore, the property is no longer needed for the County's use.

At the same time, downtown Napa is in a period of active transformation. Significant private investment, new development, and the ongoing evolution of the City's retail and hospitality core have renewed the potential of key downtown properties - including the block anchored by 1127 First Street. Originally built as a department store to serve the heart of downtown Napa, the 1127 First Street building occupies a prominent site that has long been identified by elected officials, City leaders, and community members alike as an underutilized asset. Taking advantage of the buildings diminished utility for County operations going forward and declaring it a surplus property positions the property to potentially be redeveloped for more active, pedestrian-oriented downtown uses - consistent with its original purpose and the community's vision for this block of the City's urban core.

Staff are therefore recommending the Board: Declare 1127 First Street surplus land pursuant to the California Surplus Lands Act; close out the existing "1127 First Tenant Improvement Project" and "1127 First HVAC Replacement Project"; and reallocate the remaining appropriation from that project to tenant improvements for the Hall of Justice building "1st & 2nd Floor Improvements at HOJ Project."

SLA Declaration

Prior to sale of 1127 First Street, the County must comply with the process set forth in the California Surplus Lands Act, Government Code Section 54220 et seq. ("SLA"), including Board adoption of a resolution finding that 1127 First Street is no longer needed for the County's use and declaring the property surplus land. Following the Board's adoption of the resolution, the County must issue a Notice of Availability ("NOA") to certain local agencies and housing sponsors. The notified parties have 60 days from the date the NOA is sent to submit a notice of interest to purchase the property on terms established by the County in the resolution. If no notice of interest is received within the 60-day period, the County may proceed with sale of the property without further SLA compliance, except that the County must record an affordability covenant stating that if 10 or more residential units are developed on the property, not less than 15 percent of the total units shall be sold or rented at affordable housing cost.

If the County receives one or more notices of interest, it must negotiate in good faith with the interested parties for 90 days. If no agreement is reached within that period, the County may proceed with sale of the property without further SLA compliance, subject to the same affordability covenant requirement.

By adoption of the proposed resolution, the Board will take the following actions to initiate the sale of 1127 First Street in compliance with the SLA:

• Find that the property is no longer needed for the County's use;

• Declare the property as surplus land;

• Declare the County's intent to sell the property;

• Direct the Director of Public Works to comply with the SLA and send a written Notice of Availability to entities identified in the Act;

• Declare the minimum acceptable sales price as $10,000,000 (Ten Million Dollars) in net proceeds to the County;

• Delegate authority to the County Executive Officer to enter into a minimum 90-day good faith negotiation period with any entity submitting a Notice of Interest within 60 days of the County issuing a Notice of

Availability;

• Require interested purchasers proposing residential development to provide no less than 25% of total units at affordable housing cost pursuant to Government Code section 54222.5; and

• Set other conditions and procedures applicable to the sale in accordance with Government Code section 54222.

Requested Actions:

Budget Amendment

1.Approve a Budget Amendment to reallocate previously approved budget to a different capital project: (4/5 vote required)

a. Reverse Transfers-out (57900) from Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000) of $998,946 and the related Transfers-in (49900) to the "1127 First Tenant Improvement Project" (Fund 3000, Sub -Division 3000550, Project 26020); reduce the budgeted appropriations in Project 26020 accordingly;

b. Reallocate Transfers-out (57900) appropriations from the Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000) and increase Transfers-in (49900) for the "1st & 2nd Floor Improvement at HOJ Project" (Fund 3000, Sub-Division 3000502, Project 26022); increase Project 26022 appropriations for Construction Services (52360) by $998,946;

c. Increase Intrafund Transfers out (57900) appropriations by $1,000,000 in Capital Projects Fund (Fund 3000, Subdivision 3000550) Project 21070 - 1127 First HVAC Replacement by decreasing Construction services (52360) by $1,000,000 to transfer to Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000 Account 49900);

d. Increase Intrafund Transfers out (57900) by $1,000,000 in Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000) offset by the Intrafund Transfer in from Project 21070; and

e. Increase Intrafund Transfers-in (49900) for the "1st & 2nd Floor Improvement at HOJ Project" (Fund 3000, Sub-Division 3000502, Project 26022); increase Project 26022 appropriations for Construction Services (52360) by $1,000,000.

2. Adopt a Resolution declaring the real property located at 1127 First Street, Napa, California, as surplus land, declaring the Board's intention to sell such property, and establishing a minimum price and other terms, conditions and requirements for the sale of the property to qualified agencies and housing sponsors in accordance with the California Surplus Lands Act.

3. Approval of and authorization for the Director of Public Works to sign a deductive change order in the amount of ($1,186,134.78) to close the 250327B construction contract with Kirby Constructions Company for HVAC & and roof replacement work. Closing the contract includes supplying purchased materials to the County, balancing all line items previously partially or unpaid, all applicable warranties to be in effect for items as installed, and recording a Notice of Cessation following today's Board action and 30 days following the last working day.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to declare 1127 First Street surplus land, nor to complete tenant improvements at the Hall of Justice.
Future fiscal impact:	Revenues from the sale of 1127 First Street would be programmed in future fiscal years.
Consequences if not approved:	1127 First Street will not be declared surplus land and the County cannot begin to sell the property.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from CEQA pursuant to Section15312 of Title 14 of the California Code of Regulations (State CEQA Guidelines), which exempts the sale of surplus government property

RESOLUTION NO. 2026-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, DECLARING THE REAL PROPERTY LOCATED AT 1127 FIRST STREET, NAPA, CALIFORNIA AS SURPLUS LAND; DECLARING THE BOARD'S INTENTION TO SELL SUCH PROPERTY; AND ESTABLISHING A MINIMUM PRICE AND OTHER TERMS, CONDITIONS AND REQUIREMENTS FOR SALE OF SUCH PROPERTY TO QUALIFIED AGENCIES AND HOUSING SPONSORS IN ACCORDANCE WITH THE CALIFORNIA SURPLUS LANDS ACT

WHEREAS, the County owns that certain real property located at 1127 First Street in Napa, California commonly known as APN 003-214-011 and consisting of approximately 0.53 acres (the "Property"); and

WHEREAS, the Property was previously used to provide office space to the Public Defender's, District Attorney's, Child Support Services, Elections and the Assessor/Recorder's Offices; and

WHEREAS, the Public Defender, Child Support Services, Elections, and District Attorney's Offices have relocated, and the Assessor/Recorder's Office will be relocated to the Hall of Justice; and

WHEREAS, following the Assessor/Recorder's Office's relocation, the Property will no longer be needed for the County's use; and

WHEREAS, the County desires to sell the Property; and

WHEREAS, prior to sale of the Property, the County must comply with the process set forth in the California Surplus Lands Act, Government Code Section 54220 *et seq.*("SLA"), including declaring the Property surplus land, issuing a Notice of Availability ("NOA") to certain parties and negotiating in good faith with any parties that respond to the NOA.

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

1. The Board hereby finds that the facts set forth in the recitals to this resolution are true and correct, and establish the factual basis for the Board's adoption of this resolution.

2. The Board hereby finds that the Property is no longer needed for the County's use because the offices that were previously located on the Property have or will be relocated.

3. The Board hereby declares the Property "surplus land" under the SLA.

4. The Board hereby declares its intention to sell the Property.

5. The Board hereby finds that the sale of the Property is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA regulations Section 15312, which exempts sales of surplus government property because the Property is surplus and is not located in an area of statewide, regional, or areawide concern identified in CEQA regulations Section 15206(b)(4).

6. The Board declares that the minimum price that will be acceptable shall be Ten Million Dollars ($10,000,000.00), in net proceeds to the County after payment of any and all brokerage commissions owed to the buyer's real estate broker(s), and after payment of all escrow, title and recording fees (the "Net Minimum Price"). The Net Minimum Price reflects the fair market value of the Property consistent Government Code Section 54226.

7. The Board hereby authorizes the County Executive Officer to provide all notices required under the SLA and to respond to a timely Notice of Interest as required by the SLA, including engaging in good faith negotiations for a period of up to 90 days subject to the following terms and conditions:

    a. The Notice of Interest must be in writing and signed by the potential purchaser pursuant to Government Code Section 54222(e).

    b. The Notice of Interest must state a willingness to accept a net purchase price that meets or exceeds the Net Minimum Price.

    c. The Notice of Interest must describe the potential purchaser's proposed short-term and long-term intended uses of the Property. Per the requirements of the SLA, an interested purchaser proposing to use the Property for developing low- and moderate-income housing shall agree to make available not less than 25 percent of the total number of units developed on the Property at affordable housing cost in compliance with Section 54222.5.

    d. The Notice of Interest must acknowledge that the County is selling the Property in "as-is" condition and the potential purchaser must represent that they have conducted their own independent due diligence investigation of the Property and that they understand all applicable zoning and land use restrictions on the Property.

    e. The Notice of lnterest must state whether or not a broker's commission is to be paid to a buyer's broker and, if so, provide the name(s) of any broker to whom a commission is to be paid, and the rate and/or method of calculating the amount of the commission to be paid.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 16th day of June, 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 Office of County Counsel By: Sabrina S. Wolfson Deputy County Counsel Date: June 10, 2026 FV ID No, 13673324	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:

1,500+
961,000+ sq. feet
$455.6M+
Est. market value in the hundreds of millions of dollars

- **Downtown Napa**
  - **Administrative Center** @ 1195 Third Street – 58,317 sq. feet, built in 1978 – 255 staff
  - **Hall of Justice** @ 1125 Third Street – 127,415 sq. feet, built in 1989 – 76 staff
  - **Carithers Building** @ 1127 First Street – 51,457 sq. feet, built in 1973 – 38 staff
  - **Main Library Building** @ 580 Coombs Street – 31,450 sq. feet, built in 1974 – 40 staff
  - **ITS/CSOA Office Building** @ 650 Imperial – 31,248 sq. feet, built in 1982 – 99 staff

- **South Campus**
  - **HHSA Building A** @ 2751 Napa Valley Corporate Drive – 77,000 sq. feet, built in 1996 – 198 staff
  - **HHSA Building B** @ 2751 Napa Valley Corporate Drive – 155,000 sq. feet, built in 1988 – 282 staff
  - **Building 4** @ 2721 Napa Valley Corporate Drive – 62,881 sq. feet, built in 1998 – 12 staff

And…

- **Sheriff HQ** @ 1535 Airport Blvd – 48,897 sq. feet, built in 2005 – 165 staff
- **Corrections & Rehabilitation Facility** @ 2210 Napa Vallejo Hwy – 109,302 sq. feet, built 2025 – 133 staff
- **Juvenile Justice Center** @ 212 Walnut Street – 42,130 sq. feet, built in 2005 – 37 staff
- **Behavioral Health Treatment Center** (Re-entry) @ 2200 Napa Vallejo Hwy – 20,962 sq. feet, built 2018
- **Airport HQ** @2000 Airport Road – 107,580 sq. feet, built in 1971 – 8 staff
- **Fleet Maintenance HQ** @ 3075 California Blvd. - 12,100 sq. feet, built in 1989 – 43 staff

Animal Shelter
South Napa Homeless Shelter

HHSA Group Care and Resource Center

Library (Calistoga)

Skyline Wilderness Park

Farmworker Housing Centers

Flood Control District HQ (District Owned)

Various other assets:

Public Works (Roads/Airport)
Ag Commissioner
ITS
Fire Department

200+
153,588 sq. feet
2.6M+ annually

Probation Department & Child Support Services @ 555 Gateway Drive – 40,000 sq. feet – 100 staff ($1M/10yr)

District Attorney @ 1250 Main Street – 13,800 sq. feet – 60 staff ($830K/$2yr)

Ag Commissioner/UC Cooperative Ext @ 1710 Socol – 12,500 sq. feet – 35 staff ($450K/5yr

Fire Department HQ @ 951 California Blvd – 3, 500 sq. feet – 15 staff ($185K/5yr)

Other Various

Multiple HHSA (2100 Soscol)
Library (AmCan, Yountville)
Monarch Justice Center – Courage Center
Probation
LAFCo & Grand Jury
Fire



Carithers Building @ 1127 First Street – 51,457 sq. feet, built in 1973 – 38 staff

Finding New Spaces to Address Critical Business Needs/Functions

Development of new 21,000 sq. foot Behavioral Health Treatment Center at the former Re-Entry Facility

Moving Probation (6/29) & Child Support Services (7/7) into 40,000 sq. feet of leased commercial space at 555 Gateway Drive (GEO)

Opening new 109,300 sq. foot Corrections and Rehabilitation Facility

Moving the Public Defender's Office, Elections, and Assessor, Recorder/County Clerk into 36,000 sq. feet in the Hall of Justice;

Moving the District Attorney's Office into 14,000 sq. feet of leased office space at 1250 Main Street in downtown Napa

New Conference Space!

Requirements of move to HOJ

Public Defender & Elections – some TI's needed long-term

DA's Office at 1250 Main Street – some additional TI's needed

Assessor/Recorder/County Clerk – some more significant TI's needed

- $1M – Previously committed to HOJ TI's
- $1M – Previously committed to 1127 First Street TI's
- Up to $2M – Due to cancellation of Roof/HVAC project at 1127 First Street
- $750K – FY2026/27 Recommended Budget

Staff expects these sources of funds will cover needed TI's at HOJ, and….

New 2,500 sq. foot conference room space located on the 1st floor of old jail

The Useful Service Life of the HOJ Longer Term

- Continues to function as a court holding facility
- Continues to house critical countywide communications equipment
- Third floor jail facilities
- Building is in relatively overall good condition
- Meaningful utility for certain business functions
- New conference space
- Location

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:** 6/16/2026 | **File ID #:** 26-1129

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Maiko Klieman, Chief Budget Officer

SUBJECT: Fiscal Year 2026-27 Recommended Budget Hearing

RECOMMENDATION

Continuation of Public Hearing from June 15, 2026 to accept testimony on the Fiscal Year 2026-27 recommended budget and continue hearing for consideration to June 23, 2026 for adoption. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary)

BACKGROUND

The Fiscal Year 2026-27 recommended budget will be presented for Board and Public comments.

Total appropriation for All Funds is $996,158,529. Total appropriation for General Fund is $338,382,547.

The Recommended Budget Book can be found on the Napa County website at: https://www.napacounty.gov/Archive.aspx?AMID=86

This presentation is the second of two with the Hearing continued from Monday, June 15, 2026.

Procedural Requirements:

1. Continue Public Hearing from June 15, 2026
2. Staff Report
3. Public Comment

4. Board Discussion

5. Continue Public Hearing to June 23, 2026, at 9:00 AM for final adoption

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget
Is the general fund affected?	Yes
Future fiscal impact:	Varies by Fund
Consequences if not approved:	Without the budget adoption, County will not have the appropriate spending authority needed for FY 2026-27.
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.

RECOMMENDED BUDGET FISCAL YEAR 2026-27

June 15-16, 2026

Opening Message
Chief Executive Officer
Ryan Alsop

Balancing Stability, Responsibility, and Long-Term Resilience

- Key Budget Investments
- Workforce Excellence
- Future Resiliency

Presentation Agenda

- ✓ Understanding the Budget Book and State Schedules
- ✓ All Funds Budgets Overview
- ✓ Review of the General Fund
- ✓ New Budgeting Process for Capital Improvement Projects
- ✓ Review of Other Funds by Each Fund Type
  - Special Revenue Funds
  - Non-Operating Special Revenue Funds
  - Capital Project Fund
  - Debt Service Fund
  - Internal Service Funds
  - Enterprise Funds
- ✓ Acknowledgments
- ✓ Questions

Understanding the Budget Book and State Schedules

The full Budget Book can be found on Napa County's Website:
https://www.napacounty.gov/Archive.aspx?AMID=86

State Schedules – Present a Balanced Budget

Fund Balances – Estimated for 6/30/2026 for use in fiscal year 2026-27 budget

NAPA COUNTY
Budget Overview

All Funds Budget - $996,158,529

Key Factors:

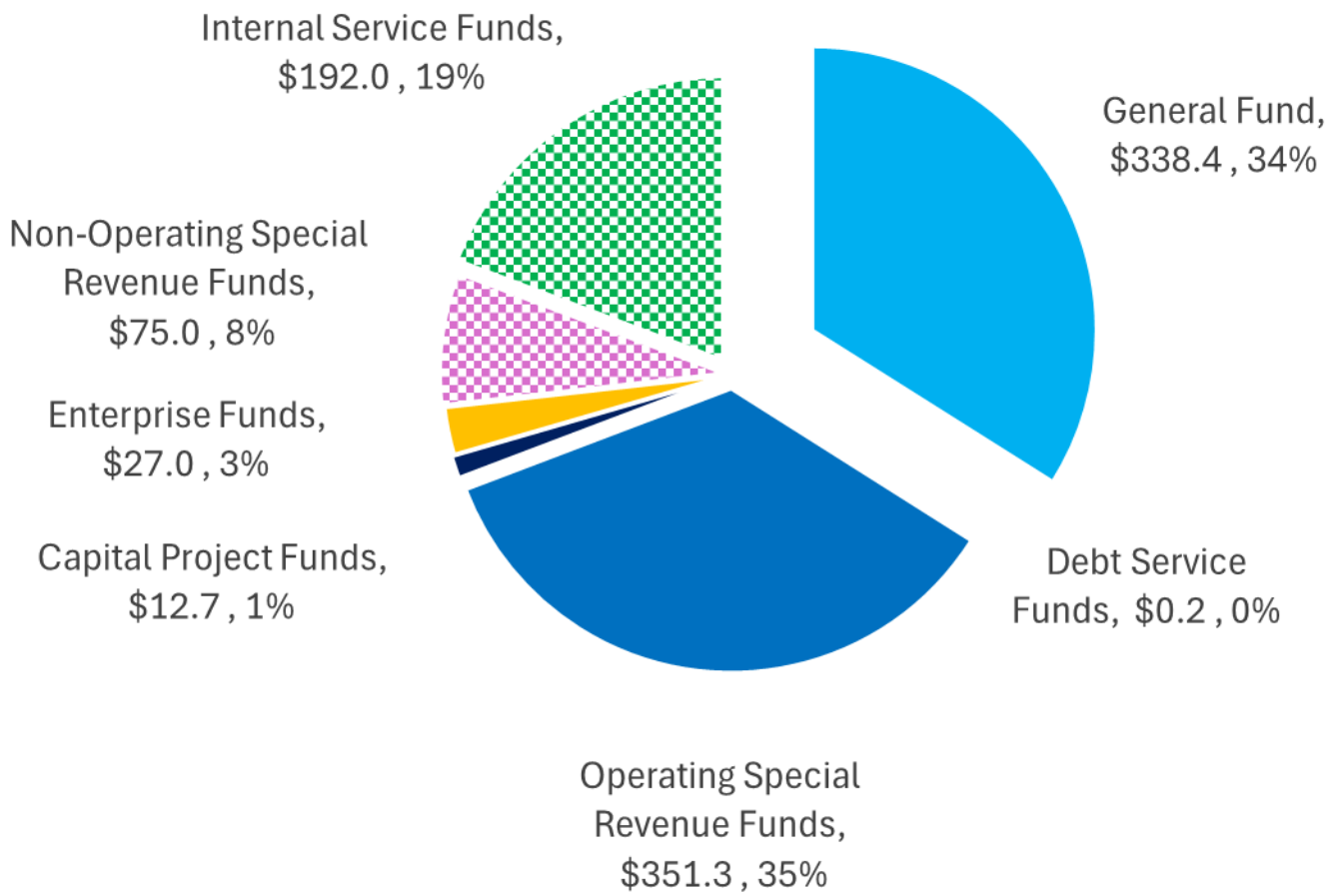
- ✓ Salaries and Benefits increase 3.1%, $11.9 million
- ✓ General Liability & Property Insurance costs increase 9.5%, $1.2 million
- ✓ Aligned budget with 5-years of historical revenues and spending
- ✓ Revised Capital Improvement Budget Process

Appropriations - All Funds
Fiscal Year 2025-26 Adopted and Fiscal Year 2026-27 Recommended[1]

	FY 2025-26 Adopted	FY 2026-27 Recommended	Difference
General Fund	$ 341,321,348	$ 338,382,547	$ (2,938,801)
Operating Special Revenue Funds	322,645,635	351,282,009	28,636,374
Non-operating Special Revenue Funds	58,952,575	75,155,644	16,203,069
Capital Project Funds	41,797,120	12,698,532	(29,098,588)
Debt Service Fund	267,903	261,000	(6,903)
Internal Service Funds	193,529,584	191,854,376	(1,675,208)
Enterprise Funds	9,000,268	26,524,421	17,524,153
Total	**$ 967,514,433**	**$ 996,158,529**	**$ 28,644,096**

(1) Special District budgets are adopted separately and are not included in this table.

NAPA COUNTY
All Funds Budget - $996,158,529

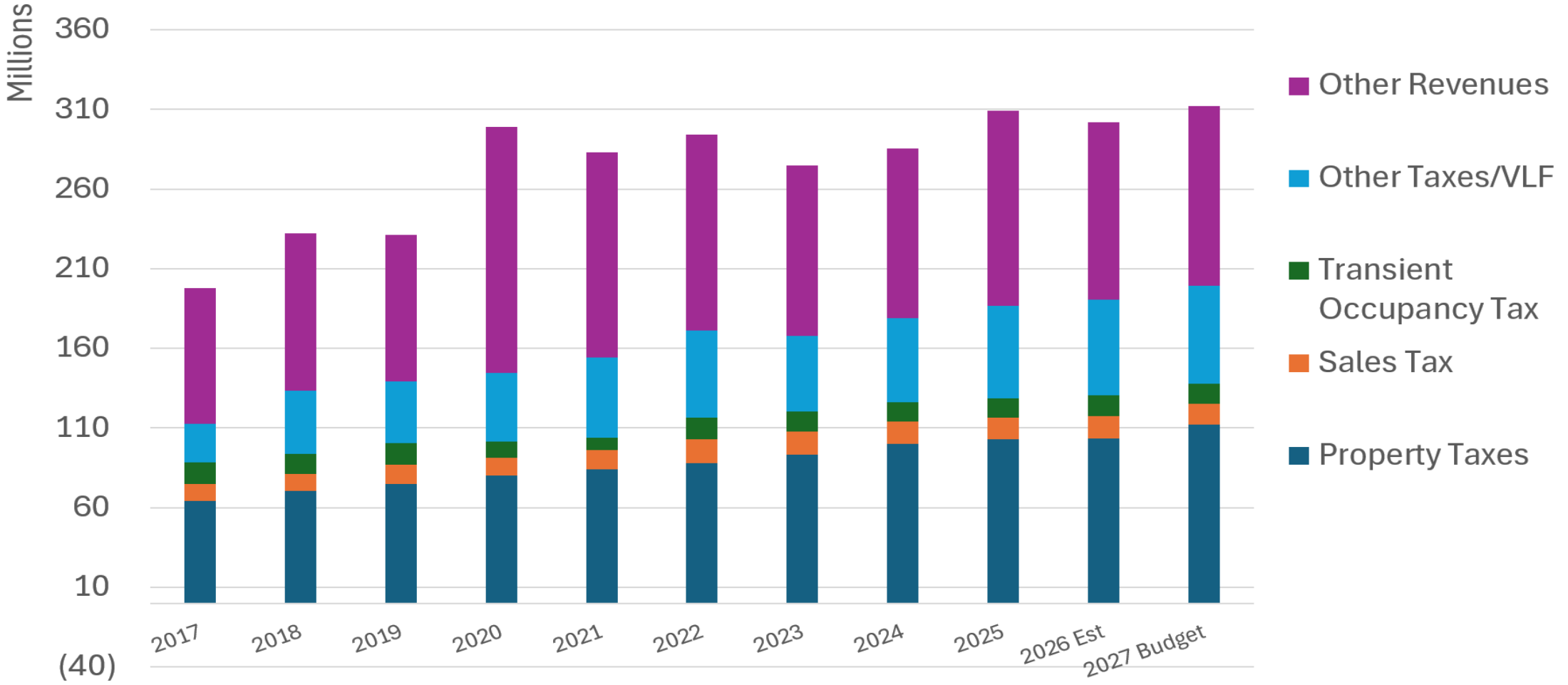


NAPA COUNTY
General Fund

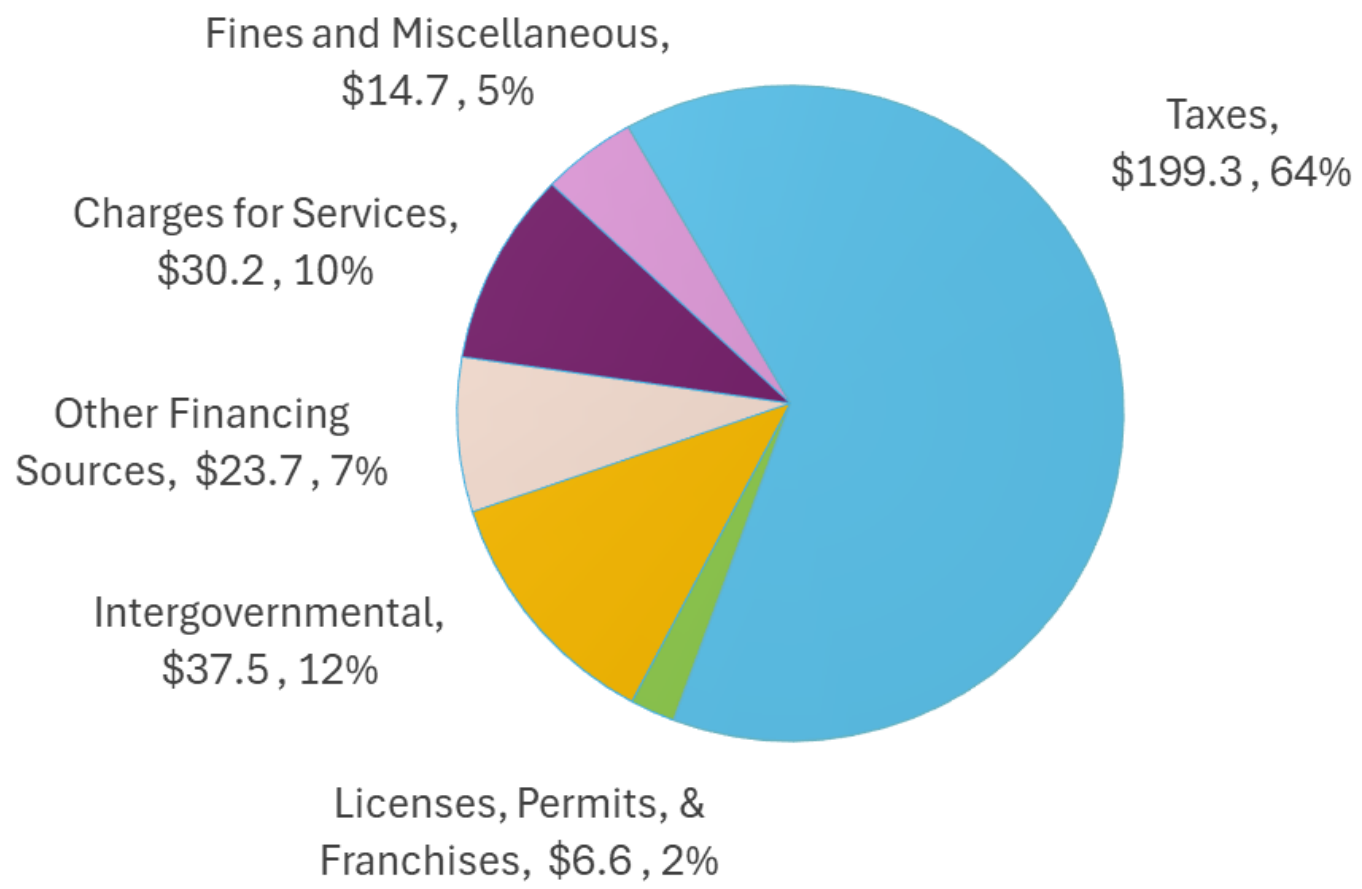
The County's primary operating fund that accounts for all resources in daily operations that are not legally restricted to be accounted for in another fund.

Beginning Estimated Fund Balance	$	26,810,648
Revenues		311,985,175
Use of Obligated Fund Balance		10,330,000
Total Financing Sources	**$**	**349,125,823**
Appropriations	$	338,382,547
Increases to Obligated Fund Balance		3,226,066
Remaining Available Fund Balance		7,517,210
Total Financing Uses	**$**	**349,125,823**

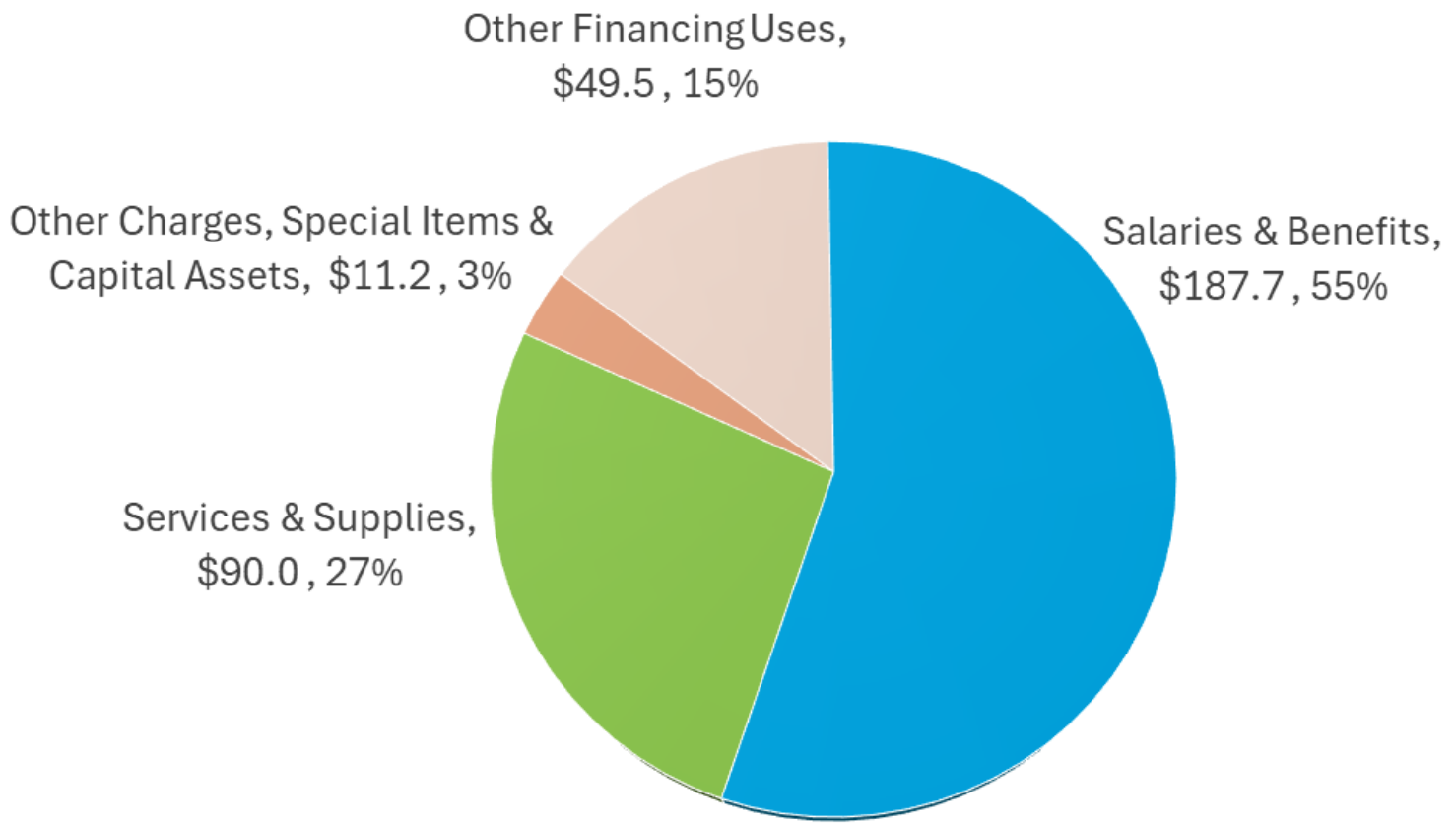
General Fund Revenues
10 year History (2026 Estimated, 2027 Projected)



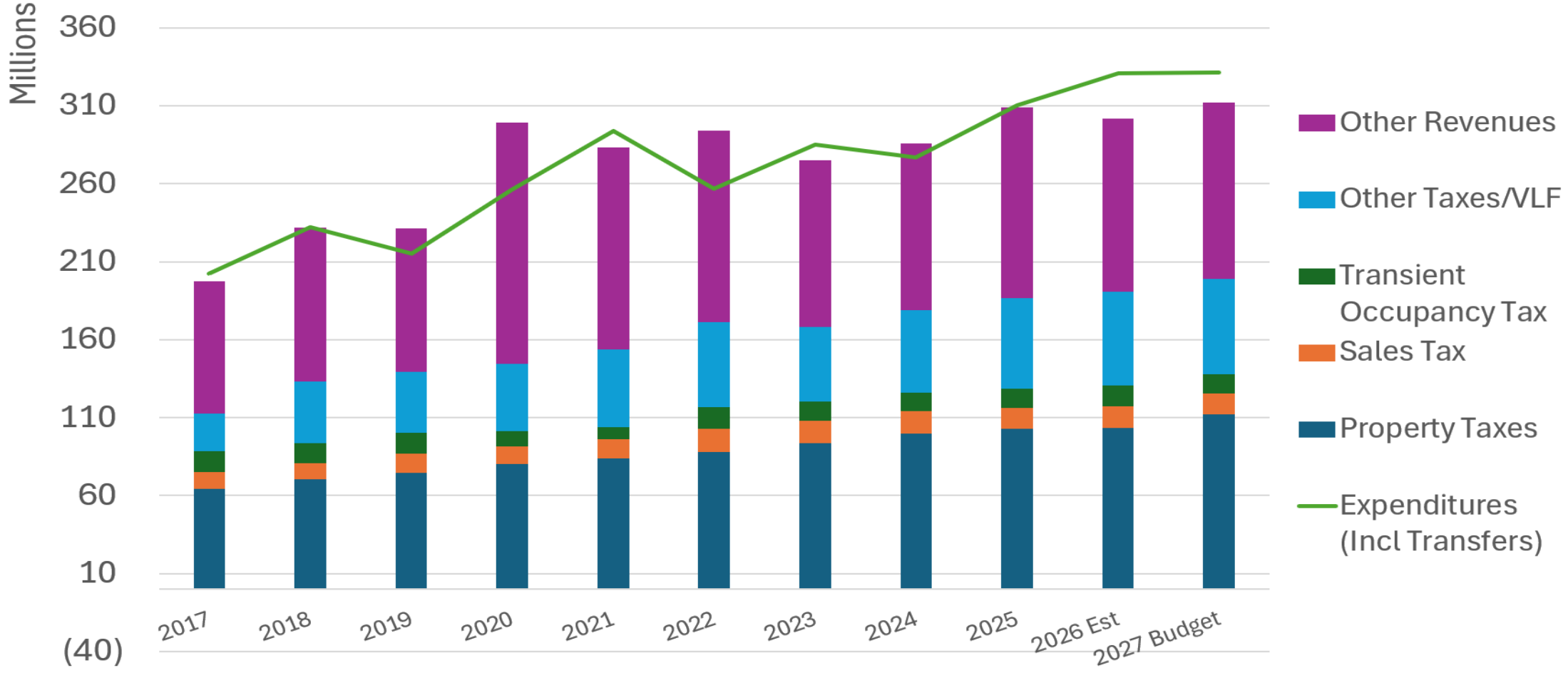
NAPA COUNTY
General Fund – Revenues $312.0 Million



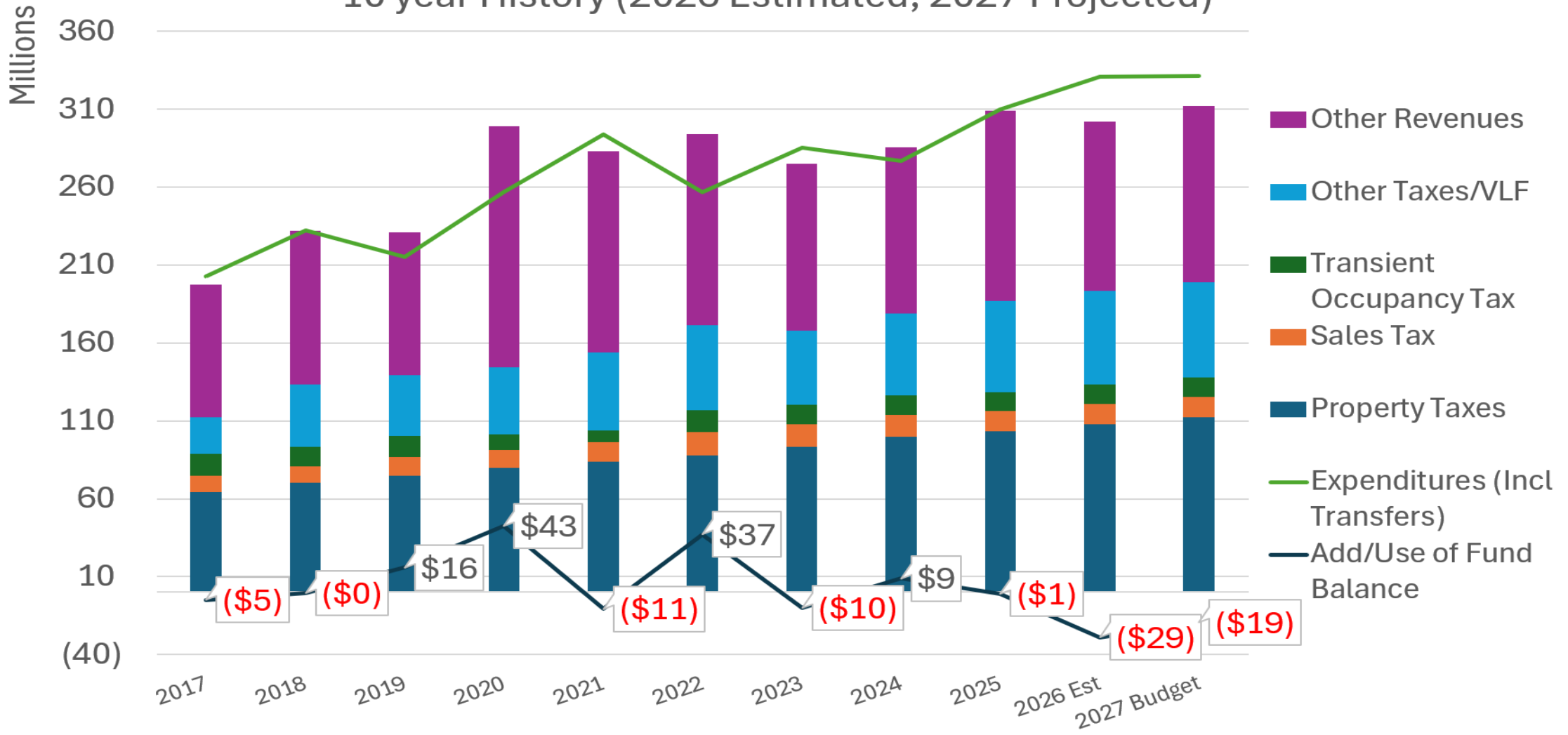
NAPA COUNTY
General Fund – Expenditures - $338.4 Million



General Fund Revenues vs. Expenditures
10 year History (2026 Estimated, 2027 Projected)



General Fund
Revenues, Expenditures, Add (Use) of Fund Balance
10 year History (2026 Estimated, 2027 Projected)



General Fund Highlights

- ✓ General Fund appropriations decreasing by $2.9M (-0.9%) overall
- ✓ Decrease of transfers to various funds outside the General Fund
- ✓ Release of $10M from Fiscal Uncertainty:
  - $7M for the November 2025 Storm roads repairs,
  - $3M to support the Board's policy level of the General Reserves
- ✓ Salaries and Benefits increasing by 5.6%, $10M
- ✓ General Liability/Property Insurance - increasing by 28.3%, $2.1M
- ✓ $1M for Appropriations of Contingency for Vacation Pay Outs
- ✓ Fire Administration - increasing by $7M for expanded fire mitigation efforts with offsetting revenues from State and Federal Hazard Mitigation Grants
- ✓ Public Defender - adding 3 Attorneys (2FTE and 1LT funded by State 2011 Realignment Fund)
- ✓ Sheriff - adding 2 Deputy Sheriffs (Funded by contract with City of American Canyon)
- ✓ General Plan - $1.2M of appropriations with $541K covered by General Plan Surcharge

General Fund Divisions

Total Appropriations - $338,382,547

- Board of Supervisors
- County Executive Office
- Human Resources
- Non-Departmental Budgets
- Auditor-Controller
- Treasurer-Tax Collector
- Assessor-Recorder-County Clerk
- County Counsel
- Public Works
- Grand Jury
- District Attorney
- Public Defender
- Conflict Public Defender
- Sheriff-Coroner-Animal Services-Office of Emergency Services
- Corrections
- Probation
- Fire Administration
- Agricultural Commissioner - Sealer of Weights and Measures
- Planning Building and Environmental Services
- UC Cooperative Extension

Capital Project Funds

Listing on Schedule G (For all Funds)

Change in Budgeting Process to increase transparency and accountability.

Includes:

- ✓ Fund 1000 – Measure A Projects
- ✓ Fund 2020 - Library
- ✓ Fund 2040 – Roads
- ✓ Fund 2100 – Fire
- ✓ Fund 3000 – General Government
- ✓ Fund 5010 – Airport
- ✓ Fund 5020 – 5th Street Parking Garage
- ✓ Fund 5040 – Animal Shelter

Capital Improvement Projects

- Capital Improvement Project budgets are multi-year (life of the project), different from other budgets that are annual
- Capital Improvement Project budgets are approved at the Project Level

Example: New Jail Project

Fund: 3000

Division: 30005

Sub-Division: 3000505

Project: 19005

Capital Improvement Projects (Current)

Board approval is required to establish each Project and Project Budget throughout the year.

This requires Board approved budget amendments for each of the planning, design and construction phases

Allows for accuracy.

Downfalls:

- ✓ the perception of the project not being budgeted or planned for
- ✓ Multiple budget amendments coming to the Board throughout the year

Capital Improvement Projects (New)

- Projects that are known, anticipated and identified are included in the Recommended Budget for Approval and Adoption.
- This approval establishes a “Funding” project based on funding source: In case of Roads CIP, RDS00 will include funding from Accumulated Capital Outlay, SB-1, Measure U and Franchise Fees; RDS01 will be funding from the General Fund, accompanied with a list of projects with not-to-exceed amounts.
- As Public Works is ready to move forward with the projects, a project number will be assigned and the appropriations and funding will be established up to the approved not-to-exceed amount, with authorization from both the County Executive Office and the Auditor-Controller’s Office.
- Cash is moved into the project up to the known cost amount and only when the cash is available
- If a project requires additional funding, or if a new project comes up throughout the year, those will require Board Approval prior to proceeding with the project.
- This process provides the Board and the Public a clear view of expected projects and anticipated costs, reduces the amount of budget adjustments requiring Board approval throughout the year, and reduces time delays for budget approval.

Operating Special Revenue Funds Highlights

Funds that account for revenues legally restricted for a specific purpose

- ✓ HHSA – $6.3M Increase – Increase in Outpatient, Crisis, Residential, and Inpatient Contracted Provider Treatment Costs; Expansion of Behavioral Health Services; 3.5% Cost of Living Adjustment
- ✓ Library – $8M Capital Improvement Projects at Napa and Yountville Libraries
- ✓ Roads – Capital Improvement Projects, $14.85M for various CIPs, $7M for 2025 November Storm CIPs
- ✓ Affordable Housing - $7.9M decrease due to one-time transfer for affordable housing projects in prior year
- ✓ Fire Protection – $9.5M decrease in General Fund contribution (BRIC Grant match) while maintaining a strong fund balance

Operating Special Revenue Funds
Total Appropriations - $351,282,009

- Health and Human Services Agency
- County Library
- Housing and Community Services
- Roads
- Inmate Welfare
- Napa Valley Tourism Improvement District – Unincorporated Area
- Affordable Housing
- Fire Protection
- Wildlife Conservation Commission
- PBES – Building Inspection and Code Enforcement
- Child Support Services
- Zone-1 Garbage
- Upper Valley Disposal Service (UVDS) Franchise Fee
- Deferred Compensation Board

Non-Operating Special Revenue Funds
Total Appropriations - $75,155,644

Revenues held in a segregated fund that are legally restricted for a specific purpose. Appropriations are Transfers-out to Operating Funds to offset eligible expenditures as required by law.

Categorized in 6 Functional Groupings:

- General Government
- Public Protection
- Public Ways and Facilities
- Health and Sanitation
- Public Assistance
- Realignment

Capital Project Funds (Fund 3000)
Total Appropriations - $12,698,532

Accounts for all major resources specifically for the acquisition or construction of General Government long-term capital assets.

- ✓ No additional funding from the General Fund to the Accumulated Capital Outlay at this time.
- ✓ Accumulated Capital Outlay has $6.5M in available fund balance
- ✓ $6.1M budgeted for various building projects

Debt Service Fund
Total Appropriations - $261,000

Accounts for the annual payment obligation (principal and interest) of long-term debt obligations of the general government

Only One Long-Term Debt Obligation

Type: 15-year Clean Renewable Energy Bond, Equipment Lease/Purchase Agreement, with Subsidy

Purpose: Solar Panels at County Facilities

Initial Debt: $3,359,618 at 4.41% interest

Total Balance Due: $595,466 plus interest, final payment due 6/30/2029

*Federal Subsidy of 68.7% of interest, resulting in the County paying 1.38% interest over the 15 years.

Internal Service Funds Highlights

Internal Service Funds provide goods and services primarily to Internal Governmental Customers with revenues collected as "charges" to reimburse for the services being received during the year.

- ✓ Fleet - replacement of 4 pieces of roads equipment, vehicle replacements based on the replacement schedule
- ✓ Employee Benefits - decrease of $7.7M due to not needing to direct any additional funding towards the County's OPEB liability
- ✓ General Liability and Property Insurance – increase of 9%, $1.2M

Internal Service Funds
Total Appropriations - $191,854,376

- Fleet Management
- Information Technology Services
- Property Management
- Employee-Retiree Benefits
- Liability Insurance (General and Property)

Enterprise Funds Highlights

Enterprise Funds provide goods and services primarily to External Customers of the general public similar to a business with revenues collected as "charges" or "fees" billed for the services being received during the year.

- ✓ Airport - $14M for capital improvement projects, addition of 1 Limited Term position
- ✓ Animal Shelter - addition of 1 FTE position
- ✓ Lake Berryessa Concessions - General Fund contribution increasing to $350,000

Enterprise Funds
Total Appropriations - $26,524,421

- Napa County Airport
- 5th Street Parking Garage
- Napa County Animal Shelter
- Lake Berryessa Concessions

NAPA COUNTY BUDGET Acknowledgments

- Team CEO:
  - Ryan Alsop, Chief Executive Officer
  - Maiko Klieman, Chief Budget Officer
  - Jasmine Elo, Management Analyst
  - Celeste Gonzalez, Management Analyst
  - Andrew Mize, Management Analyst
  - Sophie Johnson, (Pinch-hitting) Management Analyst
- Team Auditor-Controller:
  - Tracy Schulze, Auditor-Controller
  - Jobina Toh, Assistant Auditor-Controller
  - Georgina Panganiban, Deputy Auditor-Controller
  - Benjamin Sargent, Senior Systems Support Analyst
  - Technical Assistance – George Parra, Jessica Koford, Antonia Mucaria
- All Department Heads and their dedicated Fiscal Staff
- Napa County Board of Supervisors, for your Vision and Support!




I'm waiting for your question

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:** 6/16/2026 | **File ID #:** 26-1134

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Jennifer Palmer, Assistant County Executive Officer

SUBJECT: Fiscal Year 2026-27 Napa Valley Tourism Improvement District Budget

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for Napa Valley Tourism Improvement District Budget for a total appropriation of $8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary)

BACKGROUND

The recommended budget for Fiscal Year 2026-27 for the Napa Valley Tourism Improvement District - Countywide constitutes $8.5 million appropriations, offset by an assessment on short-term room rentals at lodging businesses. The budget is an estimate and only revenue received will be distributed. Final adoption will be on the June 23, 2026 consent calendar.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fund 2830
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget
Is the general fund affected?	No
Future fiscal impact:	Revenues administered by Napa Valley Tourism Corporation
Consequences if not approved:	Authority will not exist to process payments.

ENVIRONMENTAL IMPACT

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

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1130

TO: Board of Supervisors

FROM: Emma Moyer, Interim Director of Housing and Community Services

REPORT BY: Alex Carrasco, Project Manager

SUBJECT: Public Hearing on County Service Area No. 4 Budget for FY 2026-27

RECOMMENDATION

Conduct a Public Hearing for the County Service Area No. 4 (CSA No. 4) to consider testimony on the Fiscal Year 2026-27 recommended budget for total appropriation of $715,220. (Fiscal Impact: $45,660 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary)

BACKGROUND

In 2002, the Board of Supervisors established County Service Area No. 4 (CSA No. 4) to provide funding for farm worker housing programs. Revenues for the program come from an assessment on vineyard acreage located within the service area. Owners of land containing at least one acre of planted vineyards are assessed annually on a per-acre basis. As provided in Government Code section 25213.2, the assessment must be reauthorized every five years; the County effects this reauthorization via vote of assessed owners, who are mailed ballots. The assessment was last reauthorized in 2022 through fiscal year 2026-27. The proposed Fiscal Year 2026-27 budget assumes a $14 assessment per planted vineyard acre. The current assessment may not exceed $15 per planted acre.

Revenues are statutorily limited to the following uses: (1) acquiring farmworker housing; (2) building farmworker housing; (3) leasing farmworker housing; and (4) providing maintenance or operations for farmworker housing owned or leased by the Napa Valley Housing Authority or another public agency whose principal purpose is to develop or facilitate the development of farmworker housing in the County of Napa. Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:

1. Open Public Hearing

2. Staff Report

3. Public Comment

4. Board Discussion

5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Insufficient funding to operate farmworker housing centers in Napa County.
Additional information	Strategic Initiatives: Build Healthy, Connected Communities; Preserve Napa County's Agricultural Legacy.

ENVIRONMENTAL IMPACT

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

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:** 6/16/2026 | **File ID #:** 26-1137

TO: Board of Supervisors

FROM: Jennifer Yasumoto - Director of Health & Human Services

REPORT BY: Andreana Segura - Aging & Disability Program Manager

SUBJECT: FY 2026-2027 In-Home Support Services Budget Hearing

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for In-Home Supportive Services for a total appropriation of $1,644,025. (Fiscal Impact: $72,708 General Fund Expense, $72,708 Net Use of In-Home Support Services Public Authority Fund Balance; Budgeted; Discretionary)

BACKGROUND

Today's public hearing provides interested persons the opportunity to comment on the recommended Fiscal Year 2026-2027 budget for the In-Home Supportive Services Public Authority of Napa County. Final adoption will be on the June 23, 2026 consent calendar.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? No

Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	The hearing concerns the recommended budget for FY 2026-27
Consequences if not approved:	The IHSS Public Authority will not be able to meet regulatory mandates.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1138

TO: Members of the Governing Board

FROM: Christopher Silke - District Engineer

REPORT BY: Annamaria Martinez - Assistant Engineer

SUBJECT: Fiscal Year 2026-27 Lake Berryessa Resort Improvement District Budget Hearing

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the automatic annual four percent (4%) increase to the T-1 Special Tax for the Lake Berryessa Resort Improvement District Budget, the Fiscal Year 2026-27 recommended budget for a total appropriation of $1,624,610, and to accept the District Engineer's report. (Fiscal Impact: $315,856 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary)

BACKGROUND

Lake Berryessa Resort Improvement District (LBRID) was established by the Resort Improvement Act in the 1960's. Revenues to support the District are generated as follows:

Ordinance T-1
In January, 1998, the residents of this District voted to replace a water/sewer availability charge of $240 per parcel per year with a special tax for water and sewer of $412 per year. The tax is applied to each parcel within the District having water/sewer infrastructure available to it. The special tax is collected by the County Treasurer along with the property tax on each parcel. Revenues generated by these charges are appropriated through the annual budget of the District and fund the maintenance and upgrade of existing water and sewer system facilities.

On August 30, 2005, the residents of the District approved Measure 'B' that increased the special tax to $570 per year and modified the annual adjustment to be a fixed rate of 4%. The Ordinance allows for a fixed annual adjustment of 4%. The special tax was $1,238 in fiscal year 2025-26. Adjusting for the fixed rate increase, the new tax rate for fiscal year 2026-27 will be $1,288.50.

Budgets
The recommended budget for Fiscal Year 2026-27 for the Lake Berryessa Resort Improvement District budgets is submitted as follows:

Division 52200 - LBRID Operating Budget
The requested appropriation for Division 52200 is $1,394,668. The recommended budget provides revenue collected through water and sewer user rates (52%), a special tax (38%), a small portion of ad valorem property taxes (5%), miscellaneous revenue (1%), and use of available fund balance to offset the estimated appropriations.

The proposed budget includes appropriations necessary to continue operation and maintenance of the water and wastewater systems in compliance with permits issued by the California Division of Drinking Water and the Central Valley Regional Water Quality Control Board.

Estimated appropriations include the following:
1. Sewer Collection, Treatment, and Disposal System expenses;
2. Water Treatment and Distribution System expenses;
3. Districtwide administrative and related expenses including billing, engineering services, etc.;
4. Maintenance projects including general grounds and facility management;
5. Small equipment and minor infrastructure replacement/additions; and
6. Contingency for unexpected costs associated with operating water and wastewater facilities.

District staff presented a five-year financial outlook to the Board on October 8, 2019 and recommended that the District retain a consultant to perform a Cost of Service/Rate Study for the District as such a study had not been performed for the District before. After completing the RFP process, Robert D. Niehaus, Inc. (RDN) was retained and began their study of District finances in February 2020. The study concluded in July 2020. Using data provided by the District and the Napa County Auditor-Controller's Office, RDN created a five-year financial projection and concluded that the current water and sewer rates - which were last increased in 2013 - in addition to the T-1 Special Tax that is increased by 4% annually, were sufficient to cover the Operating Budget through the study period.

In Fiscal Year 2025-26 staff revisited the rate/budget models that were provided to the District as part of the Study and found that the District's finances are still supported by user rates and the annual 4% increase applied to the T-1 Special Tax through an updated projection period ending Fiscal Year 2028-2029. New evaluations will continue to be conducted annually to determine when a new Cost of Service/Rate Study may be needed. In prior fiscal years all operations expenses for the water and sewer systems were included in subdivision 5220000. Staff utilized project costing methods to distinguish the water system and sewer system expenses. Starting with Fiscal Year 2026-27, Division 52200 will utilize two previously unused subdivisions - subdivision 5220005 for Water and subdivision 5220010 for Sewer and will abandon subdivision 5220000. By isolating water system and sewer system revenue and expenses in separate subdivisions, staff will be able to better understand cost of service for the separate utilities (water and sewer) over time in the event user rates require adjustment. Additionally, should LBRID pursue additional grant funding, it will need to show separate budgets for water and sewer utilities depending on the funding sources that are available, and that revenue for these separate utilities is sufficient to balance their respective expenses.

Division 52205 - LBRID Capital Improvement Projects
Recommended appropriations is $0.

The District has three (3) currently active capital projects that will remain "in progress" and will roll over in Fiscal Year 2026-27 as appropriate:

1. 19007 - Groundwater Mitigation Project - estimated rollover $800,000
2. 22009 - Sustainable Water Supply Project - estimated rollover $1,780,000
3. 22014 - Lift Station A Sewer Tank Replacement Project - estimated rollover $25,000

Project 19007: The project was divided into two phases. Phase I was completed in FY 2024-25 and included installation of a sub-terrain drainpipe around the District's wastewater treatment and storage ponds to mitigate the inflow of natural groundwater into the ponds, reducing the risk of overflow/discharge of wastewater to the environment. Phase II is currently in construction phase and includes replacement of aged transfer piping between the ponds and raising berm heights on multiple ponds to maintain adequate freeboard as required by the District's Waste Discharge Requirements issued by the Central Valley Regional Board.

Project 22009: Project is funded by the California Office of Emergency Services Hazard Mitigation Grant Program. Project elements include a hydrogeologic study of Putah Creek near the existing intake location to determine whether an alternate Putah Creek water supply exists closer to Lake Berryessa that will provide a sustainable source of supply through exceptional drought cycles. Should an alternative water supply be located, the grant will also be used for construction costs associated with developing the identified source.

Project 22014 was advertised for construction bids in Fiscal Year 2023-24; however, Contractor bids exceeded the available budget. After receiving a funding supplement for this project from Department of Water Resources through the State Budget Act of 2022, the project was re-designed with a smaller concrete tank plus sewer force main replacement to improve pumping efficiency and presently advertised for Contractor bids. Construction of the main components of the project - force main and tank replacement - were completed in Fall 2025. Remaining punch-list items will be completed in July/August 2026.

Division 52210 - LBRID Debt Service
Total appropriations requested are $229,942.

In early FY 2007-08, the District successfully issued $4,755,841 in Limited Obligation Improvement Bonds. The appropriations requested are to pay the debt service and expected regular administration fees currently scheduled for FY 2026-27. Additionally, FY 2026-2027 will be the nineteenth year of assessment collections made by District residents to repay the debt service for the bond.

T-1 SPECIAL TAX APPROPRIATIONS LIMIT

California Constitution Article XIIIB, section 4 (Proposition 4) places a limit on the appropriations of both state and local government agencies. The appropriations limit is tied to the amount of taxes collected. Thus, at the present time an entity may not expend more than the proceeds of taxes in the base year of Proposition 4 (1979) as adjusted for cost of living and population factors. This amount is commonly referred to as the Base Appropriation Limit. A local agency's appropriation limit may be adjusted to a level that exceeds the Base Appropriation Limit by a vote of the electors of the local government agency. Such a vote is valid for only four years.

The District held such an election on March 5, 2024, and requested the base year level of the Appropriations Limit for the term 2025 - 2028 to be $510,000, adjusted annually as specified by Article XIIIB as amended by Proposition 111. The measure to increase the Appropriations Limit was successful; no further action is required until fiscal year 2027-2028 when the base year level of the Appropriations Limit for the term 2027 - 2030 will likely need to be adjusted once again. Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:
1. Open Public Hearing
2. Staff Reports
3. Public Comment
4. Board Discussion
5. Close Public Hearing
6. Motion, second, discussion and vote on acceptance of the District Engineer's report

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	The budget is for Fiscal Year 2026-27 only.
Consequences if not approved:	Without the budget adoption, LBRID will not have the appropriate spending authority needed for Fiscal Year 2026-27.
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.

Lake Berryessa Resort Improvement District

Engineer's Report for
Special Tax T-1 for FY 2026-2027

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-181-001	53600	$644.25	$644.25	$1,288.50
016-181-002	53600	$644.25	$644.25	$1,288.50
016-181-003	53600	$644.25	$644.25	$1,288.50
016-181-004	53600	$644.25	$644.25	$1,288.50
016-181-005	53600	$644.25	$644.25	$1,288.50
016-181-006	53600	$644.25	$644.25	$1,288.50
016-181-007	53600	$644.25	$644.25	$1,288.50
016-181-008	53600	$644.25	$644.25	$1,288.50
016-181-009	53600	$644.25	$644.25	$1,288.50
016-181-010	53600	$644.25	$644.25	$1,288.50
016-181-011	53600	$644.25	$644.25	$1,288.50
016-182-001	53600	$644.25	$644.25	$1,288.50
016-182-002	53600	$644.25	$644.25	$1,288.50
016-182-003	53600	$644.25	$644.25	$1,288.50
016-182-004	53600	$644.25	$644.25	$1,288.50
016-182-005	53600	$644.25	$644.25	$1,288.50
016-182-008	53600	$644.25	$644.25	$1,288.50
016-182-009	53600	$644.25	$644.25	$1,288.50
016-182-010	53600	$644.25	$644.25	$1,288.50
016-182-011	53600	$644.25	$644.25	$1,288.50
016-182-012	53600	$644.25	$644.25	$1,288.50
016-182-013	53600	$644.25	$644.25	$1,288.50
016-182-014	53600	$644.25	$644.25	$1,288.50
016-182-015	53600	$644.25	$644.25	$1,288.50
016-191-001	53600	$644.25	$644.25	$1,288.50
016-191-002	53600	$644.25	$644.25	$1,288.50
016-191-003	53600	$644.25	$644.25	$1,288.50
016-191-004	53600	$644.25	$644.25	$1,288.50
016-192-001	53600	$644.25	$644.25	$1,288.50
016-192-002	53600	$644.25	$644.25	$1,288.50
016-192-003	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-192-004	53600	$644.25	$644.25	$1,288.50
016-193-001	53600	$644.25	$644.25	$1,288.50
016-193-002	53600	$644.25	$644.25	$1,288.50
016-193-003	53600	$644.25	$644.25	$1,288.50
016-193-004	53600	$644.25	$644.25	$1,288.50
016-193-005	53600	$644.25	$644.25	$1,288.50
016-193-009	53600	$644.25	$644.25	$1,288.50
016-193-010	53600	$644.25	$644.25	$1,288.50
016-193-011	53600	$644.25	$644.25	$1,288.50
016-193-012	53600	$644.25	$644.25	$1,288.50
016-193-013	53600	$644.25	$644.25	$1,288.50
016-193-014	53600	$644.25	$644.25	$1,288.50
016-193-015	53600	$644.25	$644.25	$1,288.50
016-193-017	53600	$644.25	$644.25	$1,288.50
016-194-001	53600	$644.25	$644.25	$1,288.50
016-194-002	53600	$644.25	$644.25	$1,288.50
016-194-003	53600	$644.25	$644.25	$1,288.50
016-194-004	53600	$644.25	$644.25	$1,288.50
016-194-005	53600	$644.25	$644.25	$1,288.50
016-194-006	53600	$644.25	$644.25	$1,288.50
016-194-007	53600	$644.25	$644.25	$1,288.50
016-194-011	53600	$644.25	$644.25	$1,288.50
016-194-012	53600	$644.25	$644.25	$1,288.50
016-194-014	53600	$644.25	$644.25	$1,288.50
016-201-001	53600	$644.25	$644.25	$1,288.50
016-201-002	53600	$644.25	$644.25	$1,288.50
016-201-003	53600	$644.25	$644.25	$1,288.50
016-201-004	53600	$644.25	$644.25	$1,288.50
016-201-005	53600	$644.25	$644.25	$1,288.50
016-201-006	53600	$644.25	$644.25	$1,288.50
016-201-007	53600	$644.25	$644.25	$1,288.50
016-201-010	53600	$644.25	$644.25	$1,288.50
016-202-001	53600	$644.25	$644.25	$1,288.50
016-202-002	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-202-003	53600	$644.25	$644.25	$1,288.50
016-203-001	53600	$644.25	$644.25	$1,288.50
016-203-002	53600	$644.25	$644.25	$1,288.50
016-203-003	53600	$644.25	$644.25	$1,288.50
016-203-004	53600	$644.25	$644.25	$1,288.50
016-203-005	53600	$644.25	$644.25	$1,288.50
016-203-006	53600	$644.25	$644.25	$1,288.50
016-203-007	53600	$644.25	$644.25	$1,288.50
016-203-008	53600	$644.25	$644.25	$1,288.50
016-203-009	53600	$644.25	$644.25	$1,288.50
016-203-010	53600	$644.25	$644.25	$1,288.50
016-203-011	53600	$644.25	$644.25	$1,288.50
016-203-012	53600	$644.25	$644.25	$1,288.50
016-203-013	53600	$644.25	$644.25	$1,288.50
016-203-014	53600	$644.25	$644.25	$1,288.50
016-203-015	53600	$644.25	$644.25	$1,288.50
016-203-016	53600	$644.25	$644.25	$1,288.50
016-203-017	53600	$644.25	$644.25	$1,288.50
016-203-018	53600	$644.25	$644.25	$1,288.50
016-203-019	53600	$644.25	$644.25	$1,288.50
016-203-020	53600	$644.25	$644.25	$1,288.50
016-203-021	53600	$644.25	$644.25	$1,288.50
016-203-022	53600	$644.25	$644.25	$1,288.50
016-203-023	53600	$644.25	$644.25	$1,288.50
016-203-024	53600	$644.25	$644.25	$1,288.50
016-203-025	53600	$644.25	$644.25	$1,288.50
016-203-026	53600	$644.25	$644.25	$1,288.50
016-203-027	53600	$644.25	$644.25	$1,288.50
016-203-028	53600	$644.25	$644.25	$1,288.50
016-204-001	53600	$644.25	$644.25	$1,288.50
016-204-002	53600	$644.25	$644.25	$1,288.50
016-204-003	53600	$644.25	$644.25	$1,288.50
016-204-004	53600	$644.25	$644.25	$1,288.50
016-204-005	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-211-001	53600	$644.25	$644.25	$1,288.50
016-211-002	53600	$644.25	$644.25	$1,288.50
016-211-003	53600	$644.25	$644.25	$1,288.50
016-212-001	53600	$644.25	$644.25	$1,288.50
016-212-002	53600	$644.25	$644.25	$1,288.50
016-212-003	53600	$644.25	$644.25	$1,288.50
016-212-004	53600	$644.25	$644.25	$1,288.50
016-212-005	53600	$644.25	$644.25	$1,288.50
016-212-006	53600	$644.25	$644.25	$1,288.50
016-212-009	53600	$644.25	$644.25	$1,288.50
016-212-010	53600	$644.25	$644.25	$1,288.50
016-212-011	53600	$644.25	$644.25	$1,288.50
016-212-012	53600	$644.25	$644.25	$1,288.50
016-212-013	53600	$644.25	$644.25	$1,288.50
016-212-014	53600	$644.25	$644.25	$1,288.50
016-212-015	53600	$644.25	$644.25	$1,288.50
016-212-018	53600	$644.25	$644.25	$1,288.50
016-212-019	53600	$644.25	$644.25	$1,288.50
016-212-020	53600	$644.25	$644.25	$1,288.50
016-212-021	53600	$644.25	$644.25	$1,288.50
016-212-022	53600	$644.25	$644.25	$1,288.50
016-212-023	53600	$644.25	$644.25	$1,288.50
016-212-024	53600	$644.25	$644.25	$1,288.50
016-212-026	53600	$644.25	$644.25	$1,288.50
016-212-027	53600	$644.25	$644.25	$1,288.50
016-213-003	53600	$644.25	$644.25	$1,288.50
016-213-004	53600	$644.25	$644.25	$1,288.50
016-213-005	53600	$644.25	$644.25	$1,288.50
016-213-006	53600	$644.25	$644.25	$1,288.50
016-213-007	53600	$644.25	$644.25	$1,288.50
016-213-008	53600	$644.25	$644.25	$1,288.50
016-213-009	53600	$644.25	$644.25	$1,288.50
016-213-010	53600	$644.25	$644.25	$1,288.50
016-213-011	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-213-012	53600	$644.25	$644.25	$1,288.50
016-213-013	53600	$644.25	$644.25	$1,288.50
016-213-014	53600	$644.25	$644.25	$1,288.50
016-221-002	53600	$644.25	$644.25	$1,288.50
016-221-003	53600	$644.25	$644.25	$1,288.50
016-221-004	53600	$644.25	$644.25	$1,288.50
016-221-005	53600	$644.25	$644.25	$1,288.50
016-222-001	53600	$644.25	$644.25	$1,288.50
016-222-002	53600	$644.25	$644.25	$1,288.50
016-222-003	53600	$644.25	$644.25	$1,288.50
016-222-004	53600	$644.25	$644.25	$1,288.50
016-222-005	53600	$644.25	$644.25	$1,288.50
016-222-006	53600	$644.25	$644.25	$1,288.50
016-222-007	53600	$644.25	$644.25	$1,288.50
016-222-008	53600	$644.25	$644.25	$1,288.50
016-222-009	53600	$644.25	$644.25	$1,288.50
016-222-010	53600	$644.25	$644.25	$1,288.50
016-222-011	53600	$644.25	$644.25	$1,288.50
016-222-012	53600	$644.25	$644.25	$1,288.50
016-222-013	53600	$644.25	$644.25	$1,288.50
016-222-014	53600	$644.25	$644.25	$1,288.50
016-222-015	53600	$644.25	$644.25	$1,288.50
016-222-016	53600	$644.25	$644.25	$1,288.50
016-222-017	53600	$644.25	$644.25	$1,288.50
016-222-018	53600	$644.25	$644.25	$1,288.50
016-223-001	53600	$644.25	$644.25	$1,288.50
016-223-002	53600	$644.25	$644.25	$1,288.50
016-223-003	53600	$644.25	$644.25	$1,288.50
016-223-004	53600	$644.25	$644.25	$1,288.50
016-223-005	53600	$644.25	$644.25	$1,288.50
016-231-001	53600	$644.25	$644.25	$1,288.50
016-231-003	53600	$644.25	$644.25	$1,288.50
016-231-004	53600	$644.25	$644.25	$1,288.50
016-231-005	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-231-008	53600	$644.25	$644.25	$1,288.50
016-231-009	53600	$644.25	$644.25	$1,288.50
016-231-010	53600	$644.25	$644.25	$1,288.50
016-232-001	53600	$644.25	$644.25	$1,288.50
016-232-002	53600	$644.25	$644.25	$1,288.50
016-232-003	53600	$644.25	$644.25	$1,288.50
016-233-001	53600	$644.25	$644.25	$1,288.50
016-233-002	53600	$644.25	$644.25	$1,288.50
016-233-003	53600	$644.25	$644.25	$1,288.50
016-233-004	53600	$644.25	$644.25	$1,288.50
016-233-005	53600	$644.25	$644.25	$1,288.50
016-233-006	53600	$644.25	$644.25	$1,288.50
016-233-007	53600	$644.25	$644.25	$1,288.50
016-233-008	53600	$644.25	$644.25	$1,288.50
016-234-001	53600	$644.25	$644.25	$1,288.50
016-234-002	53600	$644.25	$644.25	$1,288.50
016-234-003	53600	$644.25	$644.25	$1,288.50
016-234-004	53600	$644.25	$644.25	$1,288.50
016-234-005	53600	$644.25	$644.25	$1,288.50
016-234-006	53600	$644.25	$644.25	$1,288.50
016-234-007	53600	$644.25	$644.25	$1,288.50
016-234-008	53600	$644.25	$644.25	$1,288.50
016-234-009	53600	$644.25	$644.25	$1,288.50
016-234-010	53600	$644.25	$644.25	$1,288.50
016-241-001	53600	$644.25	$644.25	$1,288.50
016-241-002	53600	$644.25	$644.25	$1,288.50
016-241-003	53600	$644.25	$644.25	$1,288.50
016-241-004	53600	$644.25	$644.25	$1,288.50
016-241-005	53600	$644.25	$644.25	$1,288.50
016-241-006	53600	$644.25	$644.25	$1,288.50
016-241-007	53600	$644.25	$644.25	$1,288.50
016-241-008	53600	$644.25	$644.25	$1,288.50
016-242-001	53600	$644.25	$644.25	$1,288.50
016-242-002	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-242-003	53600	$644.25	$644.25	$1,288.50
016-242-004	53600	$644.25	$644.25	$1,288.50
016-242-005	53600	$644.25	$644.25	$1,288.50
016-242-006	53600	$644.25	$644.25	$1,288.50
016-243-001	53600	$644.25	$644.25	$1,288.50
016-243-002	53600	$644.25	$644.25	$1,288.50
016-243-003	53600	$644.25	$644.25	$1,288.50
016-243-004	53600	$644.25	$644.25	$1,288.50
016-243-005	53600	$644.25	$644.25	$1,288.50
016-243-006	53600	$644.25	$644.25	$1,288.50
016-243-007	53600	$644.25	$644.25	$1,288.50
016-243-008	53600	$644.25	$644.25	$1,288.50
016-243-009	53600	$644.25	$644.25	$1,288.50
016-243-010	53600	$644.25	$644.25	$1,288.50
016-243-011	53600	$644.25	$644.25	$1,288.50
016-243-012	53600	$644.25	$644.25	$1,288.50
016-243-013	53600	$644.25	$644.25	$1,288.50
016-243-014	53600	$644.25	$644.25	$1,288.50
016-243-015	53600	$644.25	$644.25	$1,288.50
016-243-016	53600	$644.25	$644.25	$1,288.50
016-243-017	53600	$644.25	$644.25	$1,288.50
016-243-018	53600	$644.25	$644.25	$1,288.50
016-243-019	53600	$644.25	$644.25	$1,288.50
016-244-001	53600	$644.25	$644.25	$1,288.50
016-244-002	53600	$644.25	$644.25	$1,288.50
016-244-003	53600	$644.25	$644.25	$1,288.50
016-244-004	53600	$644.25	$644.25	$1,288.50
016-244-005	53600	$644.25	$644.25	$1,288.50
016-245-001	53600	$644.25	$644.25	$1,288.50
016-245-002	53600	$644.25	$644.25	$1,288.50
016-245-003	53600	$644.25	$644.25	$1,288.50
016-245-004	53600	$644.25	$644.25	$1,288.50
016-245-005	53600	$644.25	$644.25	$1,288.50
016-251-001	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-251-002	53600	$644.25	$644.25	$1,288.50
016-251-003	53600	$644.25	$644.25	$1,288.50
016-251-004	53600	$644.25	$644.25	$1,288.50
016-251-005	53600	$644.25	$644.25	$1,288.50
016-252-001	53600	$644.25	$644.25	$1,288.50
016-252-002	53600	$644.25	$644.25	$1,288.50
016-252-003	53600	$644.25	$644.25	$1,288.50
016-252-006	53600	$644.25	$644.25	$1,288.50
016-252-007	53600	$644.25	$644.25	$1,288.50
016-252-008	53600	$644.25	$644.25	$1,288.50
016-252-009	53600	$644.25	$644.25	$1,288.50
016-252-010	53600	$644.25	$644.25	$1,288.50
016-252-011	53600	$644.25	$644.25	$1,288.50
016-252-012	53600	$644.25	$644.25	$1,288.50
016-252-013	53600	$644.25	$644.25	$1,288.50
016-252-014	53600	$644.25	$644.25	$1,288.50
016-252-015	53600	$644.25	$644.25	$1,288.50
016-252-016	53600	$644.25	$644.25	$1,288.50
016-253-001	53600	$644.25	$644.25	$1,288.50
016-253-002	53600	$644.25	$644.25	$1,288.50
016-253-003	53600	$644.25	$644.25	$1,288.50
016-253-004	53600	$644.25	$644.25	$1,288.50
016-253-005	53600	$644.25	$644.25	$1,288.50
016-253-006	53600	$644.25	$644.25	$1,288.50
016-253-007	53600	$644.25	$644.25	$1,288.50
016-253-008	53600	$644.25	$644.25	$1,288.50
016-253-009	53600	$644.25	$644.25	$1,288.50
016-253-010	53600	$644.25	$644.25	$1,288.50
016-253-011	53600	$644.25	$644.25	$1,288.50
016-253-012	53600	$644.25	$644.25	$1,288.50
016-254-001	53600	$644.25	$644.25	$1,288.50
016-254-002	53600	$644.25	$644.25	$1,288.50
016-254-003	53600	$644.25	$644.25	$1,288.50
016-254-004	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-254-005	53600	$644.25	$644.25	$1,288.50
016-254-006	53600	$644.25	$644.25	$1,288.50
016-254-007	53600	$644.25	$644.25	$1,288.50
016-254-010	53600	$644.25	$644.25	$1,288.50
016-254-011	53600	$644.25	$644.25	$1,288.50
016-254-012	53600	$644.25	$644.25	$1,288.50
016-254-013	53600	$644.25	$644.25	$1,288.50
016-254-014	53600	$644.25	$644.25	$1,288.50
016-254-017	53600	$644.25	$644.25	$1,288.50
016-254-018	53600	$644.25	$644.25	$1,288.50
016-254-019	53600	$644.25	$644.25	$1,288.50
016-254-022	53600	$644.25	$644.25	$1,288.50
016-254-023	53600	$644.25	$644.25	$1,288.50
016-254-024	53600	$644.25	$644.25	$1,288.50
016-254-025	53600	$644.25	$644.25	$1,288.50
016-254-026	53600	$644.25	$644.25	$1,288.50
016-254-027	53600	$644.25	$644.25	$1,288.50
016-254-028	53600	$644.25	$644.25	$1,288.50
016-254-029	53600	$644.25	$644.25	$1,288.50
016-261-001	53600	$644.25	$644.25	$1,288.50
016-261-002	53600	$644.25	$644.25	$1,288.50
016-261-003	53600	$644.25	$644.25	$1,288.50
016-261-004	53600	$644.25	$644.25	$1,288.50
016-261-005	53600	$644.25	$644.25	$1,288.50
016-261-006	53600	$644.25	$644.25	$1,288.50
016-262-002	53600	$644.25	$644.25	$1,288.50
016-262-003	53600	$644.25	$644.25	$1,288.50
016-262-004	53600	$644.25	$644.25	$1,288.50
016-262-005	53600	$644.25	$644.25	$1,288.50
016-262-006	53600	$644.25	$644.25	$1,288.50
016-262-007	53600	$644.25	$644.25	$1,288.50
016-262-008	53600	$644.25	$644.25	$1,288.50
016-262-009	53600	$644.25	$644.25	$1,288.50
016-262-012	53600	$644.25	$644.25	$1,288.50

PARCEL	TAX NO	1st INSTALL	2nd INSTALL	TOTAL
016-262-013	53600	$644.25	$644.25	$1,288.50
016-262-014	53600	$644.25	$644.25	$1,288.50
016-262-015	53600	$644.25	$644.25	$1,288.50
016-262-017	53600	$644.25	$644.25	$1,288.50
016-262-018	53600	$644.25	$644.25	$1,288.50
016-262-019	53600	$644.25	$644.25	$1,288.50
016-262-020	53600	$644.25	$644.25	$1,288.50
016-263-001	53600	$644.25	$644.25	$1,288.50
016-263-002	53600	$644.25	$644.25	$1,288.50
016-263-003	53600	$644.25	$644.25	$1,288.50
016-263-004	53600	$644.25	$644.25	$1,288.50
016-263-005	53600	$644.25	$644.25	$1,288.50
016-263-006	53600	$644.25	$644.25	$1,288.50
016-263-007	53600	$644.25	$644.25	$1,288.50
016-263-008	53600	$644.25	$644.25	$1,288.50
016-263-009	53600	$644.25	$644.25	$1,288.50
016-263-010	53600	$644.25	$644.25	$1,288.50
016-263-011	53600	$644.25	$644.25	$1,288.50
016-263-012	53600	$644.25	$644.25	$1,288.50
016-264-001	53600	$644.25	$644.25	$1,288.50
016-264-002	53600	$644.25	$644.25	$1,288.50
016-264-003	53600	$644.25	$644.25	$1,288.50
016-264-004	53600	$644.25	$644.25	$1,288.50
016-265-001	53600	$644.25	$644.25	$1,288.50
016-265-002	53600	$644.25	$644.25	$1,288.50
016-265-003	53600	$644.25	$644.25	$1,288.50
016-265-004	53600	$644.25	$644.25	$1,288.50
016-265-009	53600	$644.25	$644.25	$1,288.50
016-265-010	53600	$644.25	$644.25	$1,288.50
016-265-011	53600	$644.25	$644.25	$1,288.50
016-265-012	53600	$644.25	$644.25	$1,288.50
016-265-013	53600	$644.25	$644.25	$1,288.50
	Totals	*$215,823.75*	*$215,823.75*	*$431,647.50*

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1139

TO: Board of Trustees

FROM: Steven Lederer, Director of Public Works

REPORT BY: Justine Leuthold, Staff Services Analyst I

SUBJECT: Fiscal Year 2026-27 Monticello Public Cemetery District and Endowment Fund Budget Hearing

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Monticello Public Cemetery District for a total appropriation of $112,742 for cemetery operations, and $12,000 for the endowment fund. (Fiscal Impact: $57,665 Net Use of Fund Balance for operations and $9,400 Net Use of Fund Balance for the endowment fund; Monticello Public Cemetery District; Discretionary)

BACKGROUND

Napa County Public Works administers MPCD operations, including sales of burial rights, burials, landscaping, general maintenance, and administrative services. The proposed budget includes appropriations necessary to continue operation and maintenance of the cemetery in compliance with a combination of state laws, regulations, and Board of Trustees ordinances; including the California Health and Safety Code, California Cemetery and Funeral Bureau, and the California Code of Regulations.

The fiscal year 2026-27 recommended budget for MPCD cemetery operations (Subdivision 2860000) includes estimated revenue of $55,077 collected from property taxes, interest earnings, sales of burial rights, and intrafund transfers-in from the endowment fund. The estimated appropriations of $112,742 include costs for County Counsel legal services, native plant restoration, completion of tree planting, landscape maintenance, rental of portable restroom, utility water expense, general operations, and administrative services.

The fiscal year 2026-27 recommended budget for the endowment fund (Subdivision 2861000) includes estimated revenue of $2,600 collected from interest earnings and burial plot sales. The estimated appropriations of $12,000 is derived from a single intrafund transfer-out to help fund cemetery operations.

The Monticello Public Cemetery was impacted by past wildfires. In response, the MPCD Advisory Committee approved several landscaping projects to rehabilitate the cemetery, including irrigation repairs, grass seeding, native plant restoration, and tree planting. These improvements began in fiscal year 2024-25 and were

completed in fiscal year 2025-26.

Staff have taken actions to reduce expenses as much as practical, but the budget remains structurally unbalanced, resulting in depletion of fund balance, which currently stands at approximately $130,000. Staff will be working this year to resolve this imbalance, either through further reductions in expenses, increases in revenues, or most likely a combination of the two. Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:
1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget
Is the general fund affected?	No
Future fiscal impact:	The budget is for Fiscal Year 2026-27 only.
Consequences if not approved:	Without the budget adoption, MPCD will not have the appropriate spending authority needed for Fiscal Year 2026-27.
Strategic Initiative:	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1140

TO: Members of the Governing Board

FROM: Christopher Silke - District Engineer

REPORT BY: Annamaria Martinez - Assistant Engineer

SUBJECT: Fiscal Year 2026-27 Napa Berryessa Resort Improvement District Budget Hearing

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Napa Berryessa Resort Improvement District for a total appropriation of $2,209,812. (Fiscal Impact: $5,999 Net Use of Fund Balance; Napa Berryessa Resort Improvement District; Discretionary)

BACKGROUND

The Fiscal Year (FY) 2026-27 Recommended Budget for the Napa Berryessa Resort Improvement District budgets are submitted as follows:

Division 52400 NBRID Operating Budget

The requested appropriation for Division 52400 is $1,692,102. The recommended budget provides revenue collected through water and sewer user rates (35%), an availability charge (8%), a small portion of ad valorem property taxes (5%), miscellaneous revenue (2%), and new Special Tax Measure A that was approved by eligible voters in January 2026 (50%).

The proposed budget includes appropriations necessary to continue operation and maintenance of the water and wastewater systems in compliance with permits issued by the California Division of Drinking Water and the Central Valley Regional Water Quality Control Board.

Estimated appropriations include the following:
1. Sewer Collection, Treatment, and Disposal System expenses;
2. Water Treatment and Distribution System expenses;
3. District-wide administrative and related expenses including billing, engineering services, etc.;
4. Minor infrastructure maintenance projects as needed;
5. Minor equipment replacement/additions as needed;

6. Contingency for unexpected costs associated with operating water and wastewater facilities; and
7. Annual payment of $112,033 ($58,966 sewer, $53,067 water) into short-lived asset reserve accounts as required by the USDA loans that were used for the replacement of the water and wastewater treatment plants and the expansion of the treated wastewater storage ponds during FY 2012-2014.

In prior fiscal years all operations expenses for the water and sewer systems were included in subdivision 5240000. Staff utilized project costing methods to distinguish the water system and sewer system expenses. Starting with FY 2026-27, Division 52400 will utilize two previously unused subdivisions - subdivision 5240005 for Water and subdivision 5240010 for Sewer and will abandon subdivision 5240000. By isolating water system and sewer system revenue and expenses in separate subdivisions, staff will be able to better understand cost of service for the separate utilities (water and sewer) over time in the event user rates require adjustment. Additionally, as NBRID staff will be pursuing large-scale capital funding opportunities for both water and sewer systems in the near future, the separation of finances for the two utilities will be pivotal for completing applications from different funding agencies - both state and federal - that require water and sewer system budgets to be separate.

FY 2026-27 is the first year that a new Special Tax, Measure A, will be collected to help finance continued water and sewer services, including operating expenses, capital expenses and related reserves. Ballot Measure A was included as part of a special election held on January 20, 2026, and passage of the Measure was certified by the Registrar of Voters on February 17, 2026. Measure A is a 10-year special tax that will sunset in FY 2035-36 unless it is amended or repealed sooner by at least two-thirds of registered voters in the District.

Measure A requires the District Engineer to prepare and submit an annual report to the Governing Board detailing the collection of use of funds in accordance with Government Code Section 50075.3. The first annual report will be submitted in June 2027.

Division 52405 NBRID Capital Improvement Projects

Total appropriations requested is $0.

NBRID has three (3) currently active capital projects that will remain "in progress" and will roll to FY 2026-27 as needed:

Project 21071 - USDA Depreciation Reserve Wastewater Projects - estimated rollover $37,000
Project 21072 - USDA Depreciation Reserve Water Projects - estimated rollover $40,000
Project 25046 - Water and Wastewater SCADA Replacement Project - estimated rollover as of May 28, 2026 is $150,000.

NBRID has two (2) short-lived asset reserve accounts required by USDA loans, annual payment of $112,033 are paid to the two accounts as follows:

Project 16022 - USDA Bond-Wastewater Dpr Rsv - $58,966
Project 16023 - USDA Bond-Water Dpr Rsv - $53,067

Division 52410 NBRID Debt Service

Total appropriations requested are $517,710

In FY 2012-13, NBRID successfully issued $10,883,600 in Limited Obligation Improvement Bonds, comprised of $7,959,728 in Series A Bonds (Wastewater System Improvements) and $2,923,728 in Series B Bonds (Water System Improvements). The appropriations requested are to pay the debt service and expected regular administration fees currently scheduled for FY 2026-27. Additionally, FY 2026-27 will be the fourteenth year of assessment collections made from NBRID residents to repay the debt service for the bond. Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:
1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget
Is the general fund affected?	No
Future fiscal impact:	The budget is for FY 2026-27 only.
Consequences if not approved:	Without the budget adoption, NBRID will not have the appropriate spending authority needed for FY 2026-27.
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

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1135

TO: Napa County Groundwater Sustainability Agency

FROM: Brian D. Bordona, Director - Planning, Building and Environmental Services

REPORT BY: Jamison Crosby, Natural Resources Conservation Manager

SUBJECT: Fiscal Year 2026-27 Napa County Groundwater Sustainability Agency Budget

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 Recommended Budget for the Napa County Groundwater Sustainability Agency for total appropriations of $2,481,182. (Fiscal Impact: $500,000 General Fund Expense; Napa County Groundwater Sustainability Agency; Discretionary)

BACKGROUND

On December 17, 2019, the Napa County Board of Supervisors approved Resolution 2019-152, establishing the Napa County Groundwater Sustainability Agency (NCGSA). In accordance with the Sustainable Groundwater Management Act of 2014 (SGMA), the NCGSA is charged with sustainable management of groundwater in the Napa Valley Subbasin. The Napa Valley Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority groundwater basin, requiring the development and implementation of a Groundwater Sustainability Plan (GSP), which was submitted to DWR on January 31, 2022 and approved on January 26, 2023.

On December 9, 2025, the NCGSA Board adopted a resolution 2025-05 authorizing the NCGSA to charge fees to groundwater users in the Napa Valley Subbasin. The fee goes into effect on July 1, 2026. For the self-supplied and agricultural user classes, the fee will appear on property taxes mailed out in late summer 2026. For the public water system user class, bills will be mailed out directly to public water systems in summer 2026.

The Fiscal Year 2026-27 recommended budget includes total appropriations of $2,481,182 consisting of $2,468,300 in services and supplies and $12,882 for the indirect cost allocation. Total revenue is projected at $3,349,428, including $2,168,300 in groundwater user fee revenue, $631,128 in intergovernmental revenue, $50,000 in interest earnings, and $500,000 in transfers from the General Fund.

The recommended $500,000 General Fund contribution supports continued implementation of SGMA in Fiscal Year 2026-27 consistent with prior direction from the NCGSA Board. Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fund 2720, Division 27200
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Yes. Napa County is required by State law to implement the Sustainable Groundwater Management Act (SGMA).
Consequences if not approved:	The County would be out of compliance with State law.
Additional Information:	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1136

TO: Housing Authority Commissioners

FROM: Emma Moyer, Interim Director of Housing and Community Services

REPORT BY: Alex Carrasco, Project Manager

SUBJECT: Public Hearing on Napa County Housing Authority Budget for Fiscal Year 2026-27

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Napa County Housing Authority Budget for total appropriations of $2,840,215. (Fiscal Impact: $45,152 Net Revenue; Napa County Housing Authority; Discretionary)

BACKGROUND

The Napa County Housing Authority (NCHA) budget is comprised of two divisions for the purpose of operation the Farmworker Centers (Centers) in Napa County. Division 50600 - Administration reflects the general operations of the NCHA. Included are the appropriations for County support to direct and oversee the total operations and an annual audit. Divisions 50605 - Farmworker Centers reflects the daily operations of the three Centers (Calistoga, River Ranch, and Mondavi) as well as capital improvements. Included are appropriations for the proposed contract with California Human Development (CHDC) to provide onsite services, client meals, and utilities associated with the three Centers, and a share of general administration costs. Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion

5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Housing Authority would not have the authority to continue operations of the Farmworker Centers.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1131

TO: Board of Directors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Justine Leuthold, Staff Services Analyst I

SUBJECT: Public Hearing on Levy of Assessments in County Service Area No. 3 for Fiscal Year 2026-27

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 assessment of $150,811 for County Service Area No. 3 and adopt a Resolution authorizing the assessment levy. (Fiscal Impact: $150,811 Revenue; County Service Area No. 3; Discretionary)
(CONTINUED FROM JUNE 2, 2026)

BACKGROUND

In 1997, County Service Area (CSA) No. 3 property owners held a Proposition 218 election that approved an assessment methodology for street services (median landscaping, street sweeping, and street lighting). Pursuant to a Proposition 218 ballot process conducted on July 18, 2023, property owners in CSA No. 3 authorized a new assessment and methodology for street services, approved by the Board of Supervisors in Resolution No. 2023-95.

On May 5, 2026, the “Engineer's Report” for Fiscal Year 2026-27 was submitted to the Board in compliance with Chapter 3.10 of the Napa County Code. After receiving the report, the Board, by resolution, declared the County's intent to levy assessments for CSA No. 3, set June 16, 2026 at 9:00 AM for a public hearing to consider any protests to the proposed assessments, and designated Justine Leuthold of the Public Works department as the person to answer questions regarding the assessments.

The Engineer’s Report proposes a total assessment for Fiscal Year 2026-27 of $150,811, allocated among parcels of real property in CSA No. 3 receiving street-related services. The amount of the assessment allocated to each parcel is included in the Engineer’s Report. This public hearing is to hear and consider any testimony in favor or in opposition to the proposed assessments. The proposed assessments were calculated using the assessment rate methodology and special benefit analysis approved by a vote of the property owners in CSA No. 3 in 2023.

Procedural Requirements:

1. Continue the public hearing from June 2, 2026
2. Staff report
3. Public comment
4. Board Discussion
5. Close Public Hearing
5. Motion and vote to adopt the proposed Resolution imposing the assessments for CSA No. 3 for Fiscal Year 2026-27.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The assessments establish an annual funding source to provide street-related maintenance and service needs benefiting property owners within the County Service Area No. 3, including street sweeping, street lighting, landscaping, and administrative services.
Is the general fund affected?	No
Future fiscal impact:	No fiscal impact beyond Fiscal Year 2026-27.
Consequences if not approved:	The assessment revenue is the main source of revenue for CSA No.3, Subdivision 2800005. If not approved, there will be no funding available for the various maintenance needs of this area.
Strategic Initiative:	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-____

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, AUTHORIZING AND LEVYING ASSESSMENTS FOR STREET MEDIAN LANDSCAPING, STREET AND HIGHWAY LIGHTING, AND STREET SWEEPING WITHIN COUNTY SERVICE AREA NO. 3 FOR FISCAL YEAR 2026-27

WHEREAS, in 1979, the Napa County Board of Supervisors ("Board") formed County Service Area No. 3 ("CSA No. 3") pursuant to Government Code section 25210.1 *et seq*. ("County Service Area law"), as a mechanism for providing certain extended governmental services, such as water and sewer service, to the unincorporated area surrounding the Napa County Airport; and

WHEREAS, on March 22, 1994, the Board added the extended services of structural fire protection, streetside landscaping, street and highway lighting, and street sweeping to the governmental services that could be provided in CSA No. 3 pursuant to Resolution No. 94-27; and

WHEREAS, on May 16, 2023, the Board determined enhanced structural fire protection services was no longer necessary in CSA No. 3, while authorizing staff to initiate the Proposition 218 process to continue and increase funding for median landscaping, street and highway lighting, and street sweeping (collectively referred to as "Services") pursuant to Resolution No. 2023-69; and

WHEREAS, on July 18, 2023, the Board accepted the results of the ballot process where a majority of the property owners within CSA No. 3 voted to authorize the assessments to fund the Services in accordance with Proposition 218, pursuant to Resolution No. 2023-95; and

WHEREAS, the Board desires to continue to provide the Services in CSA No. 3 during Fiscal Year 2026-27, in accordance with the service plan adopted for said fiscal year by the Board prior to June 30, 2026, as required by Napa County Code section 3.10.050(A)(1), and to continue to fund the Services through the assessment rate methodology and special benefit analysis approved in 2023 by the voters within CSA No. 3 in the manner required by Proposition 218; and

WHEREAS, pursuant to the County Service Area Law and Napa County Code section 3.10.050(A)(2)(a), a written Engineer's Report ("Report") was prepared by a registered professional engineer certified by the State of California, which contains all of the information required for such Report by the County Service Area Law and Chapter 3.10 of the Napa County Code and which, applying the above-referenced voter-approved assessment benefit and rate methodology to the properties in the two existing benefit zones of CSA No. 3, sets forth the individual assessments for the affected properties necessary to fund the Services to be provided in fiscal year 2026-27; and

WHEREAS, in accordance with Napa County Code section 3.10.050(A)(2)(b), upon the filing of the Report with the Clerk of the Board, the Clerk of the Board fixed June 16, 2026 at

9:00 a.m. in the Board of Supervisors' Meeting Room, Room 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California 94559 as the time, date and place for the public hearing where any interested person shall be permitted to present written or oral testimony regarding the content and accuracy of the Report, and express support or opposition to the proposed Assessments, and published notice of the public hearing at least once a week for two successive weeks in a newspaper of general circulation published in the County of Napa, as provided in Government Code section 6066; and

WHEREAS, further notice is not required by Proposition 218 because the proposed assessments for fiscal year 2026-27 are calculated using the same rate and benefit methodology as that approved by the voters in 2023 and are therefore not considered by Government Code section 53750 to be "increased" or "new" assessments as those terms are used in Proposition 218; and

WHEREAS, on June 2 and June 16, 2026, the Board held a public hearing at which the Board heard and considered public testimony regarding the content and accuracy of the Report, and statements in support or opposition to the proposed Assessments, if any;

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

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

2. Pursuant to Napa County Code section 3.10.050(B), the Board hereby confirms the contents and recommendations of the Report, levies the Assessments on the real property in CSA No. 3 and the zones thereof for Fiscal Year 2026-27 as set forth in the Report, and orders collection of such Assessments in conformance with Chapter 3.10 of the Napa County Code.

3. In accordance with Napa County Code section 3.10.110, each Assessment levied under paragraph (2), above, shall appear as a separate non-tax item on the property tax bill for the affected parcel of real property, shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected, and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the 16th day of June, 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	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: June 4, 2026 FV 13113257	_____ Deputy 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:** 6/16/2026 | **File ID #:** 26-1132

TO: Board of Directors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Justine Leuthold, Staff Services Analyst I

SUBJECT: Fiscal Year 2026-27 County Service Area No. 3 Budget Hearing

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for County Service Area No. 3 for a total appropriation of $206,850. (Fiscal Impact: $50,810 Net Use of Fund Balance; County Service Area No. 3; Discretionary)

BACKGROUND

Napa County Public Works administers County Service Area (CSA) No. 3 street-related maintenance and services, including street sweeping, landscaping, street lighting, and administrative services. The proposed budget includes appropriations necessary to continue maintaining this County Service Area.

The Fiscal Year 2026-27 recommended budget for CSA No. 3 includes $156,040 in estimated revenue collected from special assessments, delinquent tax penalties, and interest earnings. Projected appropriations are estimated at $206,850 and include County Counsel legal services, landscape restoration and maintenance, street sweeping, street light repairs, water expense, and administrative costs. Staff anticipates combining available fund balance and the special assessment to pay for backlogged repairs, landscape upgrades, and landscape refurbishments during Fiscal Year 2026-27. Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:
1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget
Is the general fund affected?	No
Future fiscal impact:	The budget is for Fiscal Year 2026-27 only.
Consequences if not approved:	Without the budget adoption, CSA No. 3 will not have the appropriate spending authority needed for Fiscal Year 2026-27.
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

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1133

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Sarah Geiss - Supervising Staff Services Analyst

SUBJECT: Fiscal Year 2026-27 Napa County Community Facilities District 2012-1 MST Budget Hearing

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for Milliken-Sarco-Tulocay Community Facilities District for a total appropriation of $387,635. (Fiscal Impact $119,226 Net Use of Fund Balance; Milliken-Sarco-Tulocay Community Facilities District; Discretionary)

BACKGROUND

The Milliken-Sarco-Tulocay (MST) basin has been designated as a groundwater deficient area for over 20 years. The County, in conjunction with Napa Sanitation District (NSD), participated in the planning and construction of recycled water pipelines to help alleviate the problem. Construction of the initial MST Recycled Water Pipeline Project was completed in 2016. The construction budget, which was the basis for a 1% State Revolving Fund (SRF) loan and formation of the Community Facilities District (CFD), was $13.2 million, partially offset by a 25% Water Smart grant from the Bureau of Reclamation. During construction, approximately $5 million in additional funding (via grant) was approved by the State, resulting in the final debt amount of $6,889,339 to be repaid over 20 years. Loan repayment commenced one year after project completion, in late 2016. CFD revenue has been collected since 2014 and is being used to repay the loan.

With the project now completed, the CFD special taxes have been recalculated based on the total project costs and current debt levels. Effective Fiscal Year 2022-23 sufficient funding was forecast to meet financial obligations of the CFD, such that no additional base special taxes are anticipated to be collected from CFD members, except for those members who owe catch up taxes based on joining the CFD late. One final round of annexations in Fiscal Year 2023-24 resulted in adequate funding commitments to fully retire the debt service once all catchup taxes have been paid no later than Fiscal Year 2028.

Each new property added to the recycled water system requires a physical connection. NSD has been making these connections and funding the costs using remaining grant revenues from expansion project construction. At this point NSD has used all awarded grant funds and to continue to make the physical connections for new annexations, an amendment to the Agreement with NSD was approved by the Board to reimburse NSD for the

cost of connections for any final connections that are made through annexation to the CFD.

The SRF loan balance at June 30, 2026, is $898,878. The final payment is due on December 31, 2028.

Final adoption of the budget will be on the June 23, 2026 consent calendar.

Procedural Requirements:
1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Appropriations will be budgeted accordingly in future fiscal years for the receipt of the approved taxes and repayment of the loans over a total of twenty years. First payment of the loan was made on December 31, 2016.
Is the general fund affected?	No
Consequences if not approved:	The Community Facilities District will not have appropriate expenditure authority to repay the loans incurred.
Strategic Initiative:	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Napa County Board of Supervisors, acting as a responsible agency pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines , Section 15096, has considered the environmental effects of the Project both in a comprehensive Environmental Impact Report (EIR) - in December 2009 - and in a subsequent Addendum (November 2013). The Federal (NEPA) aspect of this Project has also been addressed - through both documents - and has been certified by the North Bay Water Reuse Authority - of which both the County and NSD are members - and its lead agency, the Sonoma County Water Agency.

State of California - State Water Resources Control Board
Clean Water State Revolving Fund Payment Schedule

Recipient: Napa County Department of Public Works
Project No.: C-06-5210-110
Agreement No.: 13844-550-0

Date: 11/20/2025
Amount: 6,866,326
Interest rate: 1.000%
Term: 20 Years

Date	Disbursement/ Payment	No.	Beginning Balance	Draw Amount	Construction Period Interest (CPI) Amount Accrued	Amt. Trans. to Principal	Annual Interest Accrued	Principal Paid/Due	Interest Paid/Due	Total Payment	Ending Balance
21-Apr-2015	Disbursement	1	0.00	714,683.00	0.00					0.00	714,683.00
12-May-2015	Disbursement	2	714,683.00	319,481.00	416.90					0.00	1,034,164.00
29-May-2015	Disbursement	3	1,034,164.00	356,754.00	488.36					0.00	1,390,918.00
24-Jun-2015	Disbursement	4	1,390,918.00	736,540.00	965.92					0.00	2,127,458.00
30-Jun-2015	End FY		2,127,458.00		354.58					0.00	2,127,458.00
6-Aug-2015	Disbursement	5	2,127,458.00	1,069,959.00	2,127.46					0.00	3,197,417.00
7-Oct-2015	Disbursement	6	3,197,417.00	2,546,137.00	5,417.85					0.00	5,743,554.00
31-Dec-2015	Const. Compl.		5,743,554.00		13,242.08	23,013.14				0.00	5,766,567.14
19-Jan-2016	Disbursement	7	5,766,567.14	17,840.00			3,043.47			0.00	5,784,407.14
10-Jun-2016	Disbursement	8	5,784,407.14	58,655.00			22,655.59			0.00	5,843,062.14
30-Jun-2016	End FY		5,843,062.14				3,246.15			0.00	5,843,062.14
6-Dec-2016	Disbursement	9	5,843,062.14	1,046,277.00			25,319.94			0.00	6,889,339.14
31-Dec-2016	Payment	1	6,889,339.14				4,592.89	264,922.28	58,858.03	323,780.31	6,624,416.86
7-Feb-2017	Payment	Adj	6,624,416.86				0.00	57,443.98	0.00	57,443.98	6,566,972.88
31-Dec-2017	Payment	2	6,566,972.88				65,669.73	315,554.56	65,669.73	381,224.29	6,251,418.32
31-Dec-2018	Payment	3	6,251,418.32				62,514.18	318,710.11	62,514.18	381,224.29	5,932,708.21
31-Dec-2019	Payment	4	5,932,708.21				59,327.08	321,897.21	59,327.08	381,224.29	5,610,811.00
31-Dec-2020	Payment	5	5,610,811.00				56,108.11	325,116.18	56,108.11	381,224.29	5,285,694.82
31-Dec-2021	Payment	6	5,285,694.82				52,856.95	328,367.34	52,856.95	381,224.29	4,957,327.48
31-Dec-2021	Payment	Adj	4,957,327.48				0.00	2,606,000.00	0.00	2,606,000.00	2,351,327.48
31-Dec-2022	Payment	7	2,351,327.48				23,513.27	357,711.02	23,513.27	381,224.29	1,993,616.46
31-Dec-2023	Payment	8	1,993,616.46				19,936.16	361,288.13	19,936.16	381,224.29	1,632,328.33
31-Dec-2024	Payment	9	1,632,328.33				16,323.28	364,901.01	16,323.28	381,224.29	1,267,427.32
31-Dec-2025	Payment	10	1,267,427.32				12,674.27	368,550.02	12,674.27	381,224.29	898,877.30
31-Dec-2026	Payment	11	898,877.30				8,988.77	372,235.52	8,988.77	381,224.29	526,641.78
31-Dec-2027	Payment	12	526,641.78				5,266.42	375,957.87	5,266.42	381,224.29	150,683.91
31-Dec-2028	Payment	13	150,683.91				1,506.84	150,683.91	1,506.84	152,190.75	0.00
						Calculation Adjustment	-0.01				
				6,866,326.00	**23,013.15**	**23,013.14**	**443,543.09**	**6,889,339.14**	**443,543.09**	**7,332,882.23**	

Outstanding Disbursement Balance: **0.00**

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 6/16/2026 | **File ID #:** 26-1141

TO: Board of Directors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Justine Leuthold, Staff Services Analyst I

SUBJECT: Fiscal Year 2026-27 Silverado Community Services District Budget and Special Tax Hearing

RECOMMENDATION

Conduct a Public Hearing to consider testimony on the Fiscal Year 2026-27 recommended budget for the Silverado Community Services District for a total appropriation of $251,430. (Fiscal Impact: $16,480 Net Use of Fund Balance; Silverado Community Services District; Discretionary)

BACKGROUND

The recommended budget and assessment for Fiscal Year 2026-27 for the Silverado Community Services District (SCSD) is $251,430. The SCSD's assessment engineering contractor, NBS, using the Consumer Price Index, calculated a 2.48% increase over the prior fiscal year's maximum assessment. The maximum special tax will result in revenue totaling $230,026.

Total appropriations of $251,430 include costs for landscaping maintenance, street light repairs, utilities of water and electricity, street sweeping, County Counsel legal services, and administrative services.

Total revenues of $234,950 are expected from collection of special taxes and interest earnings. The variance of $16,480 in appropriations will be pulled from the available fund balance in order to complete landscape upgrades, walking path repairs, and cover increased legal costs.

On January 30, 2026, the SCSD Advisory Committee unanimously approved to endorse the maximum assessment allowable and approved the recommended budget for the Fiscal Year 2026-27. Final adoption will be on the June 23, 2026 consent calendar.

Procedural Requirements:
1. Open Public Hearing
2. Staff Report
3. Public Comment

4. Board Discussion
5. Close Public Hearing

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget. Voters approved Ordinance T-1 (SCSD) in 1997 that established the methodology for adopting a special tax to fund the cost of services provided by the District.
Is the general fund affected?	No
Future fiscal impact:	The budget is for Fiscal Year 2026-27 only.
Consequences if not approved:	Without budget adoption, SCSD will not have the appropriate spending authority needed for Fiscal Year 2026-27.
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.